

**RESOLUTION**

To Award Bid No. 24-10 to Gulf Coast Underground, LLC for 2024 Annual Sanitary Sewer Maintenance and Rehabilitation at a Cost not to Exceed \$531,424.20

**WHEREAS**, the City of Alexander City has let bids for 2024 annual sanitary sewer maintenance and rehabilitation; and

**WHEREAS**, specifications were submitted and placed on file with the City Clerk; and

**WHEREAS**, said bid will be paid from the Sewer Capital and Operating budget; and

**WHEREAS**, the invitation for bid was advertised on March 13, 2024 in the Outlook; and

**WHEREAS**, five (5) sealed bids were received, opened and read in public on April 1, 2024 at 2:00 p.m.; and

**WHEREAS**, the bids were submitted to the City Council of Alexander City at their April 15, 2024 meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Alexander City hereby awards bid No. 24-10 to Gulf Coast Underground, LLC for 2024 annual sanitary sewer maintenance and rehabilitation in an amount not to exceed \$531,424.20.

**BE IT FURTHER RESOLVED** by the City Council of the City of Alexander City that the mayor is hereby authorized to sign any contract or agreements as part of this bid award.

**ADOPTED THIS 15<sup>TH</sup> DAY OF APRIL, 2024.**

**FOR PUBLIC RELEASE**

By: Audrey "Buffy" Colvin, President  
Alexander City Council

**AUTHENTICATED THIS 15<sup>TH</sup> DAY OF APRIL, 2024.**

**FOR PUBLIC RELEASE**

City Clerk

**APPROVED:**

**FOR PUBLIC RELEASE**

By: Curtis "Woody" Baird,  
Mayor

Yeas: Tapley, E. Brown, Colvin, Hardy, C. Brown, J. Keel

Nays: **None**

**BID**

Proposal of GCU, LLC (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of Alabama doing  
business as LLC.\*

To the City of Alexander City, Alabama (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 2024 Annual Sanitary Sewer Maintenance and Rehabilitation in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, at the prices stated below, and in accordance with the "Basis of Payment" herein.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof or after the Notice of Award is transmitted to the BIDDER, provided the Award is made within the 60 days herein described. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within fifteen (15) days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached is to become the property of the OWNER in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expenses to the OWNER caused there.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the calendar days as specified in Section 1 of the Special Provisions. Bidder further agrees to pay as liquidated damages, the sum as specified in Section 1 of the Special Provisions for each consecutive calendar day thereafter.

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDUM:

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BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

Note: The Owner has Sales and Use Tax Exemption status under Alabama law. BIDS shall include only those taxes which are applicable based on this tax exemption status. See Special Provisions for "Application For Tax Certificate of Exemption".

**ITEMS OF WORK**  
**BID SCHEDULE**

**BASE BID**

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1,500	Linear Foot	6" Cured-In-Place Pipe Liner *	\$ 39.05	\$ 57975.00
2	1,718	Linear Foot	8" Cured-In-Place Pipe Liner	\$ 46.70	\$ 80230.00
3	1941	Linear Foot	10" Cured-In-Place Pipe Liner	\$ 60.80	\$ 118012.80
4	656	Linear Foot	12" Cured-In-Place Pipe Liner	\$ 63.15	\$ 41420.40
5	1,500	Linear Foot	15" Cured-In-Place Pipe Liner*	\$ 82.80	\$ 124200.00
6	183	Vertical Foot	Manhole Rehabilitation with Epoxy Liner	\$ 301.80	\$ 55229.40
7			Reserved	\$	\$
8	1,000	Linear Foot	Excessive Heavy Debris Cleaning	\$ 4.00	\$ 4000.00
9	2,000	Linear Foot	6" Cleaning and CCTV Inspection	\$ 2.90	\$ 5800.00

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
10	3,000	Linear Foot	8" Cleaning and CCTV Inspection	\$ 2.90	\$ 8700.00
11	4,000	Linear Foot	10" Cleaning and CCTV Inspection	\$ 2.90	\$ 11600.00
12	1,500	Linear Foot	12" Cleaning and CCTV Inspection	\$ 2.90	\$ 4350.00
13	3,000	Linear Foot	15" Cleaning and CCTV Inspection *	\$ 2.90	\$ 8700.00
14	8	Each	Protruding Service Removal	\$ 150.00	\$ 1200.00
15	1	Lump Sum	Mobilization Rehabilitation Components	\$5,000.00	\$5,000.00
16	1	Lump Sum	Allowance for Miscellaneous Repairs	\$5,000.00	\$5,000.00

**TOTAL OF BASE BID** \$ 531 424.20

\* These elements of work are not included in FY24. This work is anticipated as part of FY25 and FY26 which may be covered under this bid, if Owner and Contractor mutually agree to extend this contract at the unit prices bid.

**ACCOUNTING OF SALES AND USE TAX SAVINGS**

Pursuant to Alabama Law, (Alabama Act 2018-234), BIDDER accounts for the Sales and Use Tax savings which are NOT included in the Items of Work - Bid Schedule as follows:

Bidder shall write in the estimated Sales and Use Tax savings which are NOT included in:

1. BASE BID: \$ 18,000.00

Failure to provide an accounting of Sales and Use Tax savings in the blank(s) above shall be grounds for the Owner to render the bid non-responsive. Other than determining responsiveness, the estimated Sales and Use Tax savings shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder. Accordingly, the Contractor will not be paid for the Sales and Use Tax savings written in the blank(s) above. Bidder shall reference the Special Provisions for "Application for Tax Certificate of Exemption".

Respectfully submitted:

**FOR PUBLIC RELEASE**

5055 Middle Rd  
Address

Madison Day, Accounting Manager  
Print Name and Title

Theodore, AL 36582

42414  
Alabama License Number

3/28/24  
Date

(SEAL if BID is by a Corporation)

**FOR PUBLIC RELEASE**



STATE OF ALABAMA

BID LIMIT: U  
UNLIMITED  
AMOUNT:



LICENSE NO.: 42416  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

GULF COAST UNDERGROUND LLC

THEODORE, AL 36582

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BCU4: BUILDING CONSTRUCTION UNDER FOUR STORIES, D: DEMOLITION, MU-S: DEBRIS REMOVAL, MU-S: SEWER PROJECTS, MU-S: WATER PROJECTS

until August 31, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

197862

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE



The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Gulf Coast Underground, LLC (L.S.)

Principal

**FOR PUBLIC RELEASE**

Fidelity and Deposit Company of Maryland

Surety

**FOR PUBLIC RELEASE**

**IMPORTANT** - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of October, A.D. 2023.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

**GENEVIEVE M. MAISON  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2025**



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15<sup>th</sup> day of April 2004.



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**THE CITY OF ALEXANDER CITY, ALABAMA  
SPECIFICATIONS - CONTRACTUAL DOCUMENTS  
2024 ANNUAL SANITARY SEWER  
MAINTENANCE AND REHABILITATION  
BID #24-10**

**INSURANCE REQUIREMENTS CERTIFICATION**

The Contractor selected for the Project will be required to provide insurance in full accordance with all the requirements of the Specifications. See the sections pertaining to insurance in the Special Provisions and in the General Specifications. Bidders shall ensure that if awarded the Project, the insurance provided will be in full accordance with all these requirements. This includes the exact endorsements and coverages as listed. No exceptions will be allowed.

The Bidder hereby certifies that he has provided all insurance requirements to his insurance provider for their careful review and pricing, and has verified that if his bid is accepted, all the insurance required by the Specifications, including the exact endorsements and coverages, will be provided. The Contractor also certifies that if the Contractor's current insurance provider will not provide the insurance required by the Specifications, then the Bidder has located another insurance provider for the Project that will issue insurance for the Project in full accordance with all requirements of the Specifications.

Finally, the Contractor certifies that he has included all costs necessary in his Bid to provide all insurance in full accordance with all the Specifications.

Contractor GCU, LLC

**FOR PUBLIC RELEASE**

Date 3/28/24