

Sealed Bid for: Improvements to Gas System For
The City of Pascagoula, MS

Bid Date: 09/25/18 @ 2:00 p.m.

Owner: City of Pascagoula, MS
P. O. Box 908
Pascagoula, MS 39568

Engineer: Engineering-Surveying, Inc.
4313 Poplar Springs Drive
Meridian, MS 39305

Bidder: Brocato Construction, Inc.
P. O. Box 627
Batesville, MS 38606

COR #: 09590-MC
Expires: 10/12/18

 **ADDENDUM
RECEIVED**

BID ENCLOSED

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Pascagoula

P.O. Box 908

Pascagoula, MS 39568-0908

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
N/A	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

NOTE: City of Pascagoula will award the bid based on the sum of all three stations but may at its discretion eliminate one station from the contract.

Bid Form

1. Lump Sum Price Creole Station	\$ <u>115,067.40</u>
2. Lump Sum Price Vancleave Station	\$ <u>153,136.20</u>
3. Lump Sum Price Ham Station	\$ <u>150,555.30</u>
Total BASE BID	\$ <u>418,758.90</u>

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project;
- F. Contractor's License No.: 09590 MC
- G. **Contractor Personnel Qualifications Program (CPQP)**

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

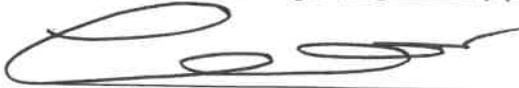
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Brocato Construction Inc.

By:

[Signature]



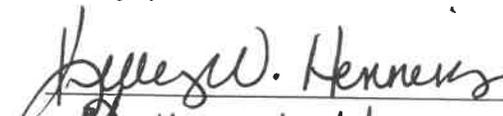
[Printed name]

Chris Brocato

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Kelley W. Henning

Title:

Secretary

Submittal Date:

9/25/18

Address for giving notices:

P.O. Box 627
Batesville MS 38606

Telephone Number:

(662) 563-4473

Fax Number:

(662) 563-4750

Contact Name and e-mail address:

Chris Brocato, President
brocatoconst@att.net

Bidder's License No.:

09590-MC
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Brocato Construction Co., Inc., P.O. Box 627, Batesville, MS 38606

as Principal, hereinafter called the Principal, and SureTec Insurance Company

a corporation duly organized under the laws of the State of Texas

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Pascagoula, PO Drawer 908, Pascagoula, MS 39568

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Improvements to Gas System, Pascagoula, MS.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of September, 2018.

[Signature] (Witness)

Brocato Construction Co., Inc. (Principal) (Seal) [Signature] (Title)

[Signature] (Witness) Jan Melton

SureTec Insurance Company (Surety) (Seal) [Signature] (Title) Michael A. McDaniel, Attorney-in-fact MS License No. 9909372

COUNTERSIGNED

By: [Signature] Louis G. Morgan III MS Resident Agent MS License No. 10193330

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 29th day of June, A.D. 2018.

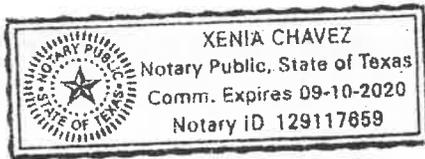
State of Texas ss:
County of Harris



SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., CEO

On this 29th day of June, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25 day of September, 2018, A.D.

M Brent Beaty
M. Brent Beaty, Assistant Secretary

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.**

**BROCATO CONSTRUCTION, INC.
RESOLUTION OF DIRECTORS
ADOPTED AT A MEETING HELD
MAY 18, 2010**

**Authorization to execute contract documents,
bid documents and bonds**

WHEREAS, the Board of Directors of Brocato Construction, Inc. believes that it is in the best interests of Brocato Construction, Inc. (the "Company") to authorize Chris Brocato, President, to execute any document needed to bid on jobs, obtain bonds and enter into contracts, and

WHEREAS, Chris Brocato is the sole director and officer of Brocato Construction, Inc. and needs to document the authority of Chris Brocato to execute documentation on behalf of the corporation.

NOW, THEREFORE, BE IT RESOLVED, that the President, Chris Brocato, is authorized to execute bids, construction documents, contracts, bonds and any other documents needed to carry on the construction business of Brocato Construction, Inc. Chris Brocato is further authorized to do any other activity needed to conduct the day to day business affairs and operating activities of the corporation, including, but not limited to, agreements, change orders, bonds, contracts and any similar documents.

As a guide to persons doing business with Brocato Construction, Inc. one legally proper way to execute documents on behalf of the corporation is as follows:

BROCATO CONSTRUCTION, INC.

BY: 

CHRIS BROCATO, President

The sole director of the company has adopted this resolution effective May 18, 2010.



CHRIS BROCATO, Sole Director

State of Mississippi

BOARD OF CONTRACTORS

BROCATO CONSTRUCTION, INC.

POST OFFICE BOX 627

BATESVILLE, MS 38606

ACTIVE

Construction Co., Inc.

- Utility Construction
- Road Bonding
- Heavy Equipment
- Pipe Line Construction

Office: 662-563-4473
 Fax: 662-563-4750
 brocatconst@att.net

is duly registered and entitled to perform

- 1) CLEARING, GRUBBING, SNAGGING 2) HWY. & ST. DRAINAGE, EXCAVATION, GRADING
- 3) INDUSTRIAL PLANT MAINTENANCE 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
- 5) PIPELINE CONSTRUCTION 6) TANKS AND VESSELS

We have hereto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 12 day of Oct. 2018

CERTIFICATE OF RESPONSIBILITY

No. 09590-MC

Expires Oct. 12, 2018

Joel A. Canell

CHAIRMAN OF THE BOARD



Chris Brocato, President
 PO Box 627
 Batesville, MS 38606



- Utility Construction
- Road Boring
- Heavy Equipment
- Pipe Line Construction

Chris Brocato, President
P.O. Box 627
Batesville, MS 38606

Office: 662-563-4473
Fax: 662-563-4750
brocatoconst@att.net

Gas Line Qualifications

City of Clarksdale
Arch Corley
P. O. Box 940
Clarksdale, MS 38614
662-621-8142

City of Senatobia, MS
Tim
P. O. Box 1020
Senatobia, MS 38668
662-562-5251

City of Olive Branch
Steve Bigalow
9200 Pigeon Roost Rd.
Olive Branch, MS 38654
662-8925-9217

Town of Byhalia – Roxul Plant
Mike Bridges
P. O. Box 219
Holly Springs, MS 38635
901-412-1497

City of Bay Springs
Thomas Boyd
P. O. Box 307
Bay Springs, MS 39422

City of Batesville
William Wilson
P. O. Box 689
Batesville, MS 38606
662-563-4576



• Utility Construction
• Road Boring
• Heavy Equipment
• Pipe Line Construction

Brocato Construction Co., Inc.

Chris Brocato, President
P.O. Box 627
Batesville, MS 38606

Office: 662-563-4473
Fax: 662-563-4750
brocatoconst@att.net

List of Suppliers For
Improvements To Gas System – Pascagoula, MS

1. Central Pipe & Supply, Inc.
101 Ware Road
Pearl, MS 39208
601-939-3322
2. Supplyline Corporation
3440 Lamar Avenue
Memphis, TN 38118
901-368-2077
3. Farwest Corrosion Control Co.
1714 Rotary Drive
Humble, TX 77338
281-446-9558



• Utility Construction
• Road Boring
• Heavy Equipment
• Pipe Line Construction

Brocato Construction Co., Inc.

Chris Brocato, President
P.O. Box 627
Batesville, MS 38606

Office: 662-563-4473
Fax: 662-563-4750
brocatoconst@att.net

List of Subcontractors For
Improvements To Gas System – Pascagoula, MS

1. S.J. Patterson Company
209 South Lake Hills Lane
Talladega, AL 35160
205-612-1067
2. NVInondestriveive & Visual Inspection LLC
2449 West Park Avenue
Gray, LA 70359
877-638-6841