CONTRACT DOCUMENTS

AND

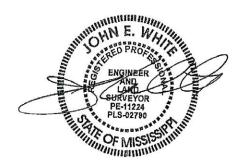
SPECIFICATIONS

FOR

THOMAS STREET IMPROVEMENTS MITCHELL ROAD to CLIFF GOOKIN

FOR THE

CITY OF TUPELO, MISSISSIPPI (BID # 2025-025PW)





CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

THOMAS STREET IMPROVMENTS MITCHELL ROAD to CLIFF GOOKIN

FOR THE

CITY OF TUPELO, MISSISSIPPI

MUNICIPAL OFFICIALS

MAYOR: TODD JORDAN

CHIEF OPERATIONS OFFICER: DON LEWIS

> CITY ENGINEER: DENNIS BONDS

CITY COUNCIL:
CHAD MIMS
LYNN BRYAN
TRAVIS BEARD
NETTIE DAVIS
BENTLEY NOLAN
JANET GASTON
ROSIE JONES

CITY ATTORNEY: BEN LOGAN

CHIEF FINANCIAL OFFICER: KIM HANNA

CONTRACT DOCUMENTS AND ASSEMBLY OF SPECIFICATIONS THOMAS STREET IMPROVEMENTS MITCHELL ROAD to CLIFF GOOKIN CITY OF TUPELO, MISSISSIPPI

Contract Documents and Assembly of Specifications

Advertisement for Bids

Mandatory Provisions for all City of Tupelo Projects

Information for Bidders

Bid Proposal

Bid Bond

Payment Bond

Performance Bond

Agreement

Certificate of Owner's Attorney

General Conditions

Special Conditions

Notice of Award

Notice to Proceed

Change Order

TECHNICAL SPECIFICATIONS

Scope of Work

Mobilization

Maintenance of Traffic

Clearing and Grubbing

Cold Milling

Earthwork

Select Borrow Material

Granular Material (Crushed Stone)

Temporary Erosion and Sediment Control

Permanent Erosion Control

Bituminous Pavements

Storm Drainage

Underdrains

Minor Structure Concrete

Casting & Gratings

Concrete Curb

Concrete Paved Ditch, Island Paving and Driveways

Temporary Traffic Markings

Plastic Traffic Markings

Reflectorized Signs

Segmental Retaining Wall

Record Drawings

THOMAS STREET IMPROVEMENTS MITCHELL ROAD to CLIFF GOOKIN CITY OF TUPELO, MISSISSIPPI ADVERTISEMENT FOR BIDS

BID # 2025-025PW

Sealed or electronic bids for the construction of THOMAS STREET IMPROVEMENTS, MITCHELL ROAD to CLIFF GOOKIN will be received by the City of Tupelo, Mississippi at City Hall, 71 East Troy St., 1st Floor Purchasing Office, Attn: Kim Hanna, until 10:00 a.m., on August 28, 2025, and then publicly opened and read aloud at the Tupelo City Council Chambers on 2nd floor. Electronic bids will be received until the date and time via electronic online submission through www.tupelomsbids.com.

Contract Documents, including Drawings and Specifications, may be viewed and/or purchased at www.tupelomsbids.com. Any questions regarding the website or obtaining bid documents should be directed to PH Bidding Group at 662-407-0193. Contract Documents, including Drawings and Specifications, may also be examined at the Tupelo Public Works, located at 604 Crossover Road Tupelo, MS, or at Engineering Solutions, Inc. located at 1324 N Veterans Tupelo, MS.

This work consists of the widening of approximately 1,700 feet of Thomas Street from Mitchell Road to Cliff Gookin. The work will include but is not limited to earthwork, base construction, paving, pavement milling, striping, curb and sidewalks. Defined quantities to be bid are specified in the Contract Documents.

Each bid submitted must be marked on the outside "Bid for THOMAS STREET IMPROVEMENTS, MITCHELL ROAD to CLIFF GOOKIN – # 2025-025PW". Any bid in excess of \$50,000 must contain on the outside of the envelope the contractor's current certificate of responsibility number, and no bid shall be opened or considered unless this number appears on the outside of the envelope or unless a statement is included on the outside of the envelope indicating that the bid enclosed does not exceed \$50,000.

A satisfactory Bid Bond executed by the Bidder and an accepted Surety, a certified check, or bank draft payable to the City of Tupelo, Mississippi, on negotiable U.S. Government Bonds (at par value), shall be submitted with each bid in an amount equal to five percent (5%) of the total bid.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. When a nonresident contractor submits a bid for a public project, he shall attach thereto a copy of his resident state's current law pertaining to such state's treatment of nonresident contractors.

Minority and Woman Owned Business Enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The City of Tupelo is an Equal Opportunity Employer, and hereby notifies all Bidders will be afforded the full opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

Bids may be held up to 90 days from the date of opening for review of bids and qualifications of bidders prior to Contract award. The City of Tupelo, MS reserves the right to reject any or all bids or to waive any informalities in the bidding.

TODD JORDAN Kim Hanna, Chief Financial Officer

July 30, 2025 and August 06, 2025

Mandatory Addendum to All City of Tupelo Contracts October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

- 1. TUPELO does not indemnify or hold harmless any party.

 Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG

 Op., Chamberlin (Oct, 18, 2002).
- 2. TUPELO does not make any warranty.

 Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
- 3. TUPELO does not waive any claim; past, present, or future.

 Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG

 Op., Chamberlin (Oct, 18, 2002).
- 4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.

 Miss. Code Ann. § 11-46-1, et seq.
- TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
 U.S. Const. Amend. XI.
- 6. TUPELO does not agree to the application of laws of another state.

 U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-451; City of Jackson v. Wallace, 196 So. 223 (1940)
- 7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.

 Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
- 8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.

 Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op.,

 Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

- 9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
- 10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
- 11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.

Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

- 12. TUPELO does not agree to submit to binding arbitration.

 Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
- 13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.

 Miss. Code Ann. § 31-7-305.
- 14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.

 Miss. Code § 25-61-9 (7).

15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.

Miss. Code § 25-61-9 (1).

16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:	211
	Tong all'
CITY	CONTRACTING PARTY
Date:	Date: 8/28/23

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Tupelo, Mississippi, (hereinafter called the "OWNER"), invites Bids on the forms attached hereto. Bids will be received by the OWNER at City Hall, 71 East Troy St., 1st Floor Purchasing Office, Attn: Kim Hanna until the time specified in the ADVERTISEMENT FOR BIDS, and then publicly opened and read aloud at the Tupelo City Council Chambers on 2nd floor. The envelope containing the Bids must be sealed and addressed to: CITY OF TUPELO, MISSISSIPPI, and designated as Bid for: THOMAS STREET IMPROVEMENTS, MITCHELL ROAD to CLIFF GOOKIN - # 2025-025PW along with the additional required information as set forth in the Preparation of Bid section contained herein.

Contract Documents, including Drawings and Specifications, may be viewed and/or purchased at www.tupelomsbids.com. Any questions regarding the website or obtaining bid documents should be directed to PH Bidding Group at 662-407-0193. Contract Documents, including Drawings and Specifications, may also be examined at the Tupelo City Hall (address above) or at Engineering Solutions, Inc. located at 1324 N Veterans Tupelo, MS.

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Each bid submitted must be marked on the outside "Bid for THOMAS STREET IMPROVEMENTS, MITCHELL ROAD to CLIFF GOOKIN". Any bid in excess of \$50,000 must contain on the outside of the envelope the contractor's current certificate of responsibility number, and no bid shall be opened or considered unless this number appears on the outside of the envelope or unless a statement is included on the outside of the envelope indicating that the bid enclosed does not exceed \$50,000. When bidders choose to submit bids electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000.00), on the exterior of the bid envelope shall be deemed in compliance by including the same information as an attachment with the electronic bid submittal.

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof.

When a non-resident contractor submits a Bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 1988. Bidders residing in the states having no contractor preference law shall so state in a letter on contractor's letterhead attached to his bid.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in (in ink or typewritten) and the foregoing certification must be fully completed when submitted. Should the Bidder fail to correctly submit a Unit Price for Each item, his Bid will be classed as irregular. Failure to properly sign Proposals shall disqualify same.

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, his Certificate of Responsibility Number, his State License Number, and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER as specified herein.

3. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. CONDITIONAL BIDS WILL NOT BE ACCEPTED. Proposals in which the prices obviously are unbalanced may be rejected. The Owner reserves the right to waive any informalities or reject any and all bids.

4. TELEGRAPHIC MODIFICATION

Any Bidder may modify his Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, providing such telegraphic communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the Bid Price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed Bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

5. METHOD BIDDING

The OWNER invites only one Bid with alternates thereto, if any. Each Bidder must present a complete Proposal for all of the work as only one Contract will be awarded.

6. QUALIFICATIONS OF BIDDER

The OWNER may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplate therein.

7. BID SECURITY

Each Bid must be accompanied by cash, Certified Check of the Bidder, or a Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the Bid. Such cash, checks or Bid Bond will be returned to all except the three lowest Bidders after the opening of Bids. The remaining cash, checks or Bid Bonds will be returned after the OWNER and accepted Bidder have executed the Contract. If no award has been made within ninety (90) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, his Bid will be returned by the OWNER so long as the Bidder has not been notified of the acceptance of his Bid.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within (15) days after he has received notice of the acceptance of his Bid, shall forfeit to the OWNER (as liquidated damages for such failure or refusal) the security deposited with his Bid.

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder must agree to commence work on or before a date to be specified in a written NOTICE TO PROCEED of the OWNER and to fully complete the project within the Contract Time stated in the Agreement and/or Bid Proposal. The Bidder must also agree to pay (as liquidated damages) the sum stated in the Bid Proposal for each working day thereafter as hereinafter provided in the General Conditions.

10. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the project and employment of labor thereon by conducting site visits and becoming thoroughly familiar with the Contract Documents. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretations should be in writing, addressed to:

ENGINEERING SOLUTIONS, INC., 1324 N. VETERANS BLVD. TUPELO, MS 38804

and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be mailed, to all prospective Bidders (at the respective addresses furnished for such purposes) prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda of interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract documents.

12. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this Contract and furnishing materials in compliance with this Contract as specified in the General Conditions included herein. The surety on such Bond or Bonds shall be a duly authorized surety company satisfactory to the OWNER.

13. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney.

14. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

15. METHOD OF AWARD

If, at the time this Contract is to be awarded, the lowest Base Bid or lowest Base Bid plus any combination of alternates (at the owners discretion) submitted by a responsible Bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Contract; the Contract will be awarded to the lowest qualified Bidder. If such Bid exceeds such amount, the OWNER may reject all Bids.

16. OBLIGATION OF BIDDER

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid.

17. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall

- A. Comply with the safety standards provisions of applicable laws, building and construction codes.
- B. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.

18. SCOPE OF WORK

The Bidder agrees to perform all the work described in the Contract Documents and to construct the work, complete in place and ready to use.

19. PRECEDENCE OF DOCUMENTS

The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy in the following order: Addenda, General Specifications, Technical (Item) Specifications, Construction Plans, Information for Bidders, Special Conditions and General Conditions

20. FUEL ADJUSTMENTS

There will be no fuel adjustments for this project.

THOMAS STREET IMPROVEMENTS MITCHELL ROAD to CLIFF GOOKIN CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2025-025PW) (08-21-2025)

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

CONTRACT ADDENDUM

Contract Addendum 1	No.: One	
Addendum Date:	August 21, 2025	
NAME OF PROJECT	T: THOMAS STREET IMPR	

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. BID PROPOSAL

• The attached Bid Proposal, dated 08/21/2025, shall replace and supersede the previous Bid Proposal, which was included in the Contract Documents. The proposal has been amended to reflect the change in quantity for pay item 28 – 18" RCP, and the addition of pay items for Junction Box and 18" Concrete Flared End Section.

2. SPECIAL CONDITIONS

The attached Special Conditions, dated 08/21/2025, shall replace and supersede the
previous Special Conditions, which were included in the Contract Documents. The
Special Conditions have been amended to remove the note pertaining to a utility project
on Jackson and associated project phasing which does not relate to this project.

3. CONSTRUCTION PLANS

- Replace Plan Sheet 03 (Q1 Quantity Sheet) with the attached Plan Sheet 03 (Q1 Quantity Sheet) dated 08/21/2025. This sheet has been amended to reflect the change in quantity for pay item 28 18" RCP, and the addition of pay items for Junction Box and 18" Concrete Flared End Section.
- Replace Plan Sheet 08 (QR-3 Quantity Recap Drainage Items) with the attached Plan Sheet 08 (QR-3 – Quantity Recap Drainage Items) dated 08/21/2025. This sheet has been amended to reflect changes in Drainage Structures and Pipe Culverts associated with the changes on Sheet PP-3.
- Replace Plan Sheet 13 (PP-3) with the attached Plan Sheet 13 (PP-3) dated 08/21/2025. This sheet has been amended to add a Junction Box, 18" Pipe and 18" Flared End Section at Station 70+75 RT.

Tong Ull.

John White, PE, PLS

CONTRACT ADDENDUM

Contract Addendum	No.:Two	
Addendum Date:	August 25, 2025	
NAME OF PROJEC	T: THOMAS STREET IMPROVEMEN	
	MITCHELL ROAD to CLIFF GOOD	KIN

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. CONSTRUCTION PLANS

• Plan Sheet 04 (GN1 – General Notes Sheet) The following notes are added:

18" HP pipe shall be an acceptable substitute for the 18" RCP pay item.

The use of pre-cast drainage structures will not be allowed.

John White, PE, PLS

THOMAS STREET IMPROVEMENTS MITCHELL ROAD to CLIFF GOOKIN CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2025-025PW) (08-21-2025)

The BIDDER agrees to perform all WORK for the construction of THOMAS STREET IMPROVEMENTS, MITCHELL ROAD to CLIFF GOOKIN as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT - THOMAS STREET IMPROVEMENTS, MITCHELL ROAD to CLIFF GOOKIN

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	# 33,543.00 Thirty three thousand Five Hundred Forty three Dollars	\$ 33,543.00
2.	Removal of Concrete	99 S.Y.	# 1959 Ninotean Dollars and RELy Nine Cents	\$ 1,939.41
3.	Removal of Asphalt Pavement	1227 S.Y.	Six Dollars and Ninter Eight cents	\$ 3,5 64.44
4.	Removal of Curb & Gutter	492 L.F.	Seven Dollars and Seventy Six cents	\$ 3,917.92
5.	Removal of Sign	9 Each	# 367.52 Three Hundred Sixty Seven dollars and Fifty two cent	\$ 3,307.68
6.	Removal of Pipes (All Size All Type)	163 L.F.	Forty Seven Dollars and twenty Seven Cents	\$ 7,705.01
7.	Removal of Inlets	1 Each	#17755.00 Seventy Seven Hundred Rifty Five dollars	\$ 7755.00
8.	Removal of Trees	3 Each	Six Hundred forty Six Jollars and Fifty Cents	\$ 1,939.50
9.	Cold Milling of Bituminous Pavement, All Depths	410 S.Y.	\$14.80 forteen dollars and Exchy conts	\$ 6,069.00

10.	Adjustment of Utility Appurtenance	4 Each	Five Hundred thirty One dollars	\$ 2, 124.00
11.	Unclassified Excavation, FM, Al	H 2,570 C.Y.	\$11.30 Eleven Dollars and twenty Cents	\$ 28,784.00
12.	Borrow Excavation, AH, FME, Class B9	500 C.Y.	B25. 43 Twenty five Dollars and Forty three cents	\$ 17,715.00
13.	Mowing	2 Acre	B 840.00 Eight Hundred Forty	\$ 1,680.00
14.	Solid Sodding, All Types	7,500 S.Y.	Eighty one cents	\$ 43,575.00
15.	Temporary Silt Fence	3,400 L.F.	Fight dollars and Minery two cents	\$ 30,32800
16.	Wattles, 12"	150 L.F.	Twenty Dollars	\$ 3,000.00
17.	Select Borrow (PM)	781 C.Y.	Thirty Dollars and thirty three cents	\$ 23, 697.73
18.	Granular Material (Crushed Stone)	755 C.Y.	OM Hundred Fifty Nine dollars and secondy Cents	\$ 120,573.50
19.	Geotextile Fabric	3,816 S.Y.	Two Dollars and Nindy Eight cents	\$11,371.69
20.	Granular Material (Clay Gravel)	340 C.Y.	Thirty three dollars and forty four cents	\$ 11, 369.60
21.	Hot Mix Asphalt, MT (9.5 mm)	1,149 TON	One Hundred Sixty two dollars	\$ 186,138.00
22.	Hot Mix Asphalt, MT (12.5 mm)	310 TON	One Auwhed Seventy Collars	\$ 52,700.00
23.	Hot Mix Asphalt, MT (19 mm)	588 TON	One Hundred Sixty Seven dollars	s 98, 196.00

24.	Concrete Driveways With Reinforcement	406 S.Y.	\$79.00 Severy Nine dollars	\$ 32,074.00
25.	Combination Curb & Gutter	2,255 L.F.	Thirty Dollars	\$ 67, 650.00
26.	Concrete Paved Flume	22 S.Y.	\$ 143.25 One hundred forty three dollars and twenty fixe	\$ 3,151,50
27.	Concrete Sidewalk	565 S.Y.	Seventy Seven dollars	\$ 43,505.00
28.	18" Reinforced Concrete Pipe, Class III	989 L.F.	\$7699 Seventy Six dollars	\$ 75,164.00
29.	Class B Structural Concrete, Minor Structures, Per Plans	18 C.Y.	Nine Hundred dollars	\$ 14,200.00
30.	Reinforcing Steel	1,743 Lbs.	81.05 One dollar and five cents	\$ 1,830,15
31.	Geotextile Fabric for Subsurface Drainage, Type III	762 S.Y.	four dailars and Seventy Seven Cents	\$3,634.74
32.	Filter Material for Combination Storm Drain and/or Underdrains Type A, FM	63 C.Y.	Minerly Six dollers	\$ 4,048.00
33.	Filter Material for Combination Storm Drain and/or Underdrains Type B, FM	83 C.Y.	Ninety Six dollars	\$ 7948.00
34.	Castings	732 Lbs.	Two Dollors and thirty cents	\$ 1, 693.60
35.	Gratings	600 Lbs.	Two dollars and thirty Cents	\$ 1,380.00
36.	6" Thermoplastic Traffic Stripe, Skip Yellow	1,650 L.F.	Two Dollars	\$ 3300.00
37.	6" Thermoplastic Detail Stripe, Yellow	2,316 L.F.	Three dollars	\$ 6948.00

	38.	6" Thermoplastic Detail Stripe, White	1,107 L.F.	Three dollars	\$ 3321.00
	39.	6" Thermoplastic Edge Stripe, Edge White	2,850 L.F.	Three dollars	\$ 8550.00
	40.	6" Thermoplastic Traffic Stripe, Continuous Yellow	2,044 L.F.	Twee dollars	\$ 6,132.00
	41.	Thermoplastic Legend, White	230.4 S.F.	\$ 12.00 Twelve dollars	\$ 2,764.80
	42.	Thermoplastic Legend Stop Bar, White	696 L.F.	five dollars	\$ 3,480.00
	43.	Temporary Traffic Stripe, Skip Yellow	3,300 L.F.	pl.00	\$ 3,300.00
	44.	Temporary Traffic Stripe, Detail Yellow	4,632 L.F.	\$1.50 One dollar and Fifty certs	\$ 6,948.00
	45.	Temporary Traffic Stripe, Detail White	2,214 L.F.	B1.50 Doc dollar and fifty cents	\$ 3,321.00
	46.	Temporary Traffic Stripe, Edge White	5,700 L.F.	\$1.00 One Dollor	\$ 5,700.00
	47.	Temporary Traffic Stripe, Continuous Yellow	4,088 L.F.	B1.00 One dollar	\$ 4,088,00
*	48.	Temporary Legend White,	460.8 S.F	H5.00 Five Dallors	\$ 2304.00
	49.	Temporary Stop Bar, White	1,392 L.F.	\$7.00 Two dollars	\$ 27.84.00
	50.	Standard Roadside Signs	9 Each	BUSO.00 Four Hundred Fifty	
	51.	Segmental Block Retaining Wall	100 L.F.	# 460.00 Four Hundred Sixty Eight Dellers	\$ 46,800.00
				CIEM DILLONS	

52.	Roadway Construction Stakes	1 L.S.	514,500°° Fourteen thousand Five Hundred Dollars	\$ 14,500.00
53.	Maintenance of Traffic	1 L.S.	Thirty + Nousand.	\$ 30,000,00
54.	Standard Roadside Construction Signs	22 Each	Two Hundred Dollars	<u>\$ 4,400.00</u>
55.	Barricades, Type III, Double Faced	144 L.F.	Twenty Six Dallers	\$ 3744.00
56.	Mobilization	1 L.S.	\$18,000,000 Explorer thousand	\$ 18,000,00
57.	Junction Box	1 Each	Seven thousand Four thousand	\$ 7400,00
58.	18" Concrete Flared End Section	1 Each	Two thousvand Eight Hundral Forty Dollars	\$ 2,840.00
	Contingency Allowance for	or Latent Conditi	ons*	\$_50,000.00

Some million, two Hundred and five thousand, Eight Hundred forty Six dollars (TOTAL IN WORDS) and twenty Eight Cents

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. 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.

^{*} Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

RESPECT	TFULLY SUBMITTED:	
Company	Gryony Companies, LLC dba Murphon Pavils Attest:	hisa Rush
Signature	Tong Coll:	EAL (if Bid is by a Corporation)
Title	Manager	
Address	1138 DL Glluns Dr	
	Typelo, MS 3880]	

SPECIAL CONDITIONS (08-20-2025)

- 1. Safety The Contractor shall bear the full responsibility for Safety on the project site for the duration of the project.
- 2. Maintenance of Traffic The Contractor is solely responsible for all safety devices necessary for insuring the safety of traffic through the construction zone and for compliance with the MUTCD part VI. The traffic control plan, if made a part of the contract documents, is considered a minimum amount of traffic control required, and does not relieve the Contractor from providing additional components conforming to the MUTCD as necessary for the safe travel of traffic through the construction zone. A competent, trained, and experienced Traffic Safety Officer capable of reviewing and maintaining construction zone safety shall be designated by the Contractor prior to the commencement of the project.
- 3. Construction Surveying Construction staking for the project will be the responsibility of the Contractor from bench marks, control points, or reference lines provided by the owner. The CONTRACTOR shall carefully preserve such bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance. All points of reference (existing or set) shall be checked and verified by the Contractor prior to commencement of work.
- 4. Construction Testing The CONTRACTOR shall retain the services of a qualified testing laboratory to make tests and determine acceptability of materials for use in embankments, base construction, concrete structures, and pavements. The testing laboratory retained by the Contractor will also be responsible for providing field quality control as specified in the Standard Specifications. The Engineer on behalf of the Owner will provide quality assurance testing as necessary to verify the accuracy of the quality control testing.
- 5. There will be no fuel adjustments for this project.
- 6. The Contractor shall supply and maintain rest room facilities (Port-A-Johns) at appropriate locations in the vicinity of the work area(s). Periodic moving of these facilities will be required as the work area progresses along the project.
- 7. Any utility mains or service lines damaged by the Contractors operations shall be repaired or replaced by the Contractor immediately. Prior to commencement of work in the vicinity of utility mains or service lines, the Contractor shall have appropriate resources available to make needed repairs without undue length of service outage to local property owners and businesses. The location of all valves necessary for isolation of the area under construction shall be determined prior to commencement of work.
- 8. Contractor must provide video inspection of all storm drain piping installed on the project and perform any corrective measures needed based on results of said inspection.

SPECIAL CONDITIONS (08-21-2025)

- 1. Safety The Contractor shall bear the full responsibility for Safety on the project site for the duration of the project.
- 2. Maintenance of Traffic The Contractor is solely responsible for all safety devices necessary for insuring the safety of traffic through the construction zone and for compliance with the MUTCD part VI. The traffic control plan, if made a part of the contract documents, is considered a minimum amount of traffic control required, and does not relieve the Contractor from providing additional components conforming to the MUTCD as necessary for the safe travel of traffic through the construction zone. A competent, trained, and experienced Traffic Safety Officer capable of reviewing and maintaining construction zone safety shall be designated by the Contractor prior to the commencement of the project.
- 3. Construction Surveying Construction staking for the project will be the responsibility of the Contractor from bench marks, control points, or reference lines provided by the owner. The CONTRACTOR shall carefully preserve such bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance. All points of reference (existing or set) shall be checked and verified by the Contractor prior to commencement of work.
- 4. Construction Testing The CONTRACTOR shall retain the services of a qualified testing laboratory to make tests and determine acceptability of materials for use in embankments, base construction, concrete structures, and pavements. The testing laboratory retained by the Contractor will also be responsible for providing field quality control as specified in the Standard Specifications. The Engineer on behalf of the Owner will provide quality assurance testing as necessary to verify the accuracy of the quality control testing.
- 5. There will be no fuel adjustments for this project.
- 6. The Contractor shall supply and maintain rest room facilities (Port-A-Johns) at appropriate locations in the vicinity of the work area(s). Periodic moving of these facilities will be required as the work area progresses along the project.
- 7. Any utility mains or service lines damaged by the Contractors operations shall be repaired or replaced by the Contractor immediately. Prior to commencement of work in the vicinity of utility mains or service lines, the Contractor shall have appropriate resources available to make needed repairs without undue length of service outage to local property owners and businesses. The location of all valves necessary for isolation of the area under construction shall be determined prior to commencement of work.
- 8. Contractor must provide video inspection of all storm drain piping installed on the project and perform any corrective measures needed based on results of said inspection.

ITEM NO.	PAY ITEM	UNIT	PRELIMINARY	FINAL
	ROADWAY ITEMS			
1	CLEARING & GRUBEING	Lump Sum	1	
2	REMOVAL OF CONCRETE	Sq. Yd.	99	
3	REMOVAL OF ASPHALT PAYENENT	Sq. Yd.	1887	
4	REMOVAL OF CURB & GUTTER	Lin. Ft.	492	
5	REMOVAL OF SIGN	Ea.	Ð	
8	REMOVAL OF PIPE (ALL SIZE ALL TYPE)	Lin. Ft.	165	
7	REMOVAL OF INLETS	Ea.	1	
9	REMOVAL OF TREES	Ea,	8	
9	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	Sq. Yd.	410	
10	ADJUSTMENT OF UTILITY APPURTMANCE	Eo.	4	
11	UNCLASSIFIED EXCAVATION, PM, AH	Cu. Yd.	2570	
18	BORROW EXCAVATION, AH, FMB, CLASS B9	Cu, Yd,	500	
13	MOWING	Acre	2	
14	BOLID SODDING	Sq. FL	7500	
15	TEMPORARY SILT FENCE	Lin. Ft.	3400	
18	WATTLES, 12"	Lin. Ft.	150	
17	SELECT BORROW, CLASS & GROUP B (PM)	Cu. Yd.	761	
18	GRANULAR MATERIAL, CRUSHED STONE	Cu. Yd.	755	
19	GEOTEXTILE FABRIC	Bq. Yd.	3816	
20	GRANULAR MATERIAL, CLAY GRAVEL	Cu. Yd.	340	
21	HOT MIX ASPHALIT, MT, 9.6-MM MIXTURE	Ton	1149	
22	HOT MIX ASPHALT, MT, 18.5-MM MIXTURE	Ton	310	
23	HOT MIX ASPHALT, MT, 19-MM MINTURE	Ton	588	
84	CONCRETE DRIVEWAY, WITH REINFORCEMENT	Sq. Yd.	406	
25	COMBINATION CURB AND GUTTER	Un Pt.	8255	
28	CONCRETE PAVED FLUME	Sq. Yd.	22	
27_	CONCRETE STIBLUK	- Y	565	
28	18 RCP	Lin, Ft.	989	~ ~ ~
٣٧	MINOR STRUCTURES CONCRETE	Ca. Yd.		
80	Beinforcing Steel	Lbs.	1743	
51	GEOTEXTILE FABRIC FOR BUBBURFACE DRAINAGE, TYPE IN	Sq. Yd.	782	
92	FEXTER MATERIAL FOR COMMUNICACION STORM DRAIN AND/OR UNDSBURAINS, TYPE A, PM	Cu. Yd.	63	
38	PILTER MATERIAL FOR COMMINATION STORM DRAIN AND/OR UNDERDRAINS, TYPE B, PM	Cu. Yd.	88	
34	CASTINGS	Lbe.	782	
35	GRATINGS	Lbr.	600	

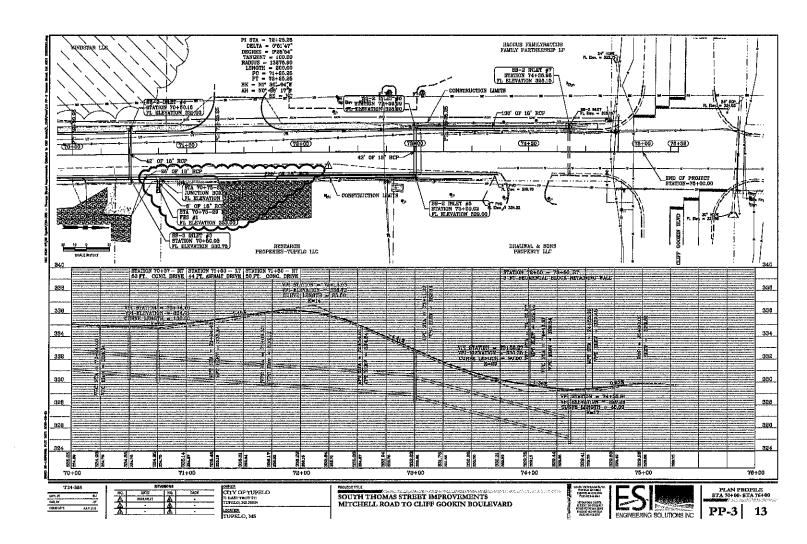
ITEMBNO.	PAY ITEM	UNIT	PRELIMINARY	FINAL
	ROADWAY ITEMS			
36	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	Lin. Pt.	1650	
97	6" THERMOPLASTIC TRAFFIC STRIPE, DETAIL YELLOW	Lin. Ft.	2810	
86	6" THERMOPLASTIC TRAFFIC STRIPE, DETAIL WHITE	Lin. Ft.	1107	
89	6" THERMOPLASTIC TRAFFIC STRIPE, EDGE WHITE	Lin. Ft.	2850	
40	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	lán. Ft.	2044	
41	THERMOPLASTIC LEGEND, WHITE	Bg. FL.	230.4	
42	THERMOPLASTIC LEGEND STOP EAR, WHITE	lin, Ft.	696	
48	TEMPORARY TRAFFIC STRIPE, SKIP YELLOW	Lin. Ft.	8900	
44	TEMPORARY TRAFFIC STRIPE, DETAIL YELLOW	Lia. Pt.	4659	
45	TEMPORARY TRAFFIC STRIPE, DETAIL WHITE	Lin. Pt.	2214	
48	TEMPORARY TRAFFIC STRIPE, EDGE WHITE	Lin. Ft.	5700	
47	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW	Lin. Ft.	4088	
4B	TEMPORARY LEGEND, WHITE	8q. Pt.	460.B	
40	TEMPORARY STOP BAR, WHITE	Lin. Ft.	1392	
60	STANDARD ROADSIDE SIGNS	Ea.	9	
51	SEGMENTAL BLOCK RETAINING WALL	Un. Ft.	190	
68	ROADWAY CONSTRUCTION STAKES	Lump Sum	1	
68	MAINTENANCE OF TRAFFIC	Lamp Sum	1	
64	STANDARD ROADSIDE CONSTRUCTION SIGN	Each	2.2	
66	BARRICADES, TYPE III, DOUBLE FACED	Lin. Ft.	144	
~~~	NOBILITY AND	Lumpa Sum		~~
67	JUNCTION BOX	Each	1	
68	18" CONCRETE FLARED END SECTION	Each	1	

1 INCLUDES 296 TON FOR PRE-LEVELING

SOUTH THOMAS STREET IMPROVEMENTS
MITCHELL ROAD TO CLIFF GOOKIN BOULEVARD

THE ACTION OF THE PARTY OF THE

L								DRAINAGE ST	RUCTURE									
	SHEET		on a	TRUCTURE	CA	LBS LBS	Gratings LBS	CONCR	STE D	STEEL Los	18" CONC FES	DRAIN BASIN	GRATE INLET	DEL GRATE INLET	JUNCTION BOX	REMARKS		
-	PP-	2 66+12.	BB 58-	-8 INLET ≱L	-	244	200	1.00		Bb	-	<u> </u>	<del></del>	<del> </del>		RT	-	
⊢	PP-	<del></del>		-S INLET #2		244	200	1,00		B5	+	+-	<del>                                     </del>	<del> </del>	<del></del>	RT	$\dashv$	
PP-8 PP-2 PP-3				-8 INLET #1	_	***	NOO	2.08		195	+	<del></del>				LT		
				-2 INLET #2				2.00		184						<del></del>		
				99-2 INLET #2		244	200	1.00		B5	+	+				RT RT		
						£ <del>11</del>					+	+						
个				OTION BOX #1		$\sim$		-		~~°	$+\sim$		$\rightarrow \sim$	$\sim$	$\sim$	حيجم	<b>-</b>	
Ų⊢	PP-			-	-			-			+	_	-	<del> </del>	1	RT	— <b>)</b> ∑	
۲	PP-	~~~~		FES #1 -8 INLET #5	^	~~	~~~	2,15		E05	4~4	<del>/~~</del>	<del></del>	~~	<u> </u>	RT	مم	
F	PP-	3 73+00.	00 83-	-2 DNLET #6	_			2.23		207						Lr	_	
-	PP-	3 74+85.	98 59-	-2 INLET #7				2.20		508						LT		
H											1	1					_	
-																	-	
		TOTALS THIS	SHEET			732	600	16.9	,	1406	<del>                                     </del>		+		~~	$\Lambda$	_	
						188	LBS	CU Y		LBS	BACH	EACH	EACH	RACH	EACH	)x12		
Ļ.					<del></del>					шь	<u> </u>	<del>//</del>		* FOR TOE		<b>y</b>		
81	HEET	FROM STATION	TO 15" HP STATION LIN FT		18" HP 24" LIN FT LIN	24" HP LIN FT	P 16" RCP LIN FT	18" RCP LIN FT	18" ROP 24" ROP LIN FT LIN FT		FILTER MATERIAL FILTE		PPE B GEOTEXTILE FABRIC SQ YD		FROM RENARKS		TO REMARKS	
	P-1	59+68	60+1B					30	-					ponen	VAY RT.			
	P2	06+13	07+28	<del></del>		<del> </del>		115						DIM121	IAI III.	<del></del>		
	P-2	67+28	87+97	1		+		69										
_	P-2	67+97	67+67	+		+	+	49		+				89-2 T	NLET #1	99-21	NLET #2	
_	P-2	67+97	70+50	+		+	+	253		28,08		28,99	286.04		NLET #2		NLET #3	
	F-3	70±50	70+50	اتدا		t = -		-48										
	P-3	70+50	70+75	Y	~ ~			25	~~	2.72	~~~	3.84	33.40		NLET #G		N BOX 11	
	P3	70+76	70+75	1 1		1								JUNCTION	-	_	3 #1	
	P-9	70+76	79+00					225		24,4		32.76	900.60		N BOX #1		NLET #6	
<u></u>	P-8	78+00	73+00			7	$\mathbb{Z}$	43				,,,,,,		88-2 1	NLET #5	S9-2 I	NLET #6	
P	P3	73+00	74+35.98					196		13.46	,	17,68	162.25	SS-2 1	nlet #8	SS-2 I	NLET #7	
	<i></i>		ļ			<del> </del>												
		SHEET TOTALS			-	-	4	989	)	62.70	,	E9.07	782.29			<del></del>		
				LIN PT	LIN FT	LIN PT	LIN FT	LIN FT	LIN FT	CU Y	D	CU YD	BQ YD					
		•	•			•			/									
_																		
4-355	<del></del> ]	NO. DATE	HO. DATE	CITY OF TUPE	ro		PROJECT TITLE	-3-ENCORUTESALES:	esepese	MODERNATION AND A	gerri Pereng	grave to the dead	TOTAL AND STATES	"   <b>                  </b>		QU	ANTITY K	
			<u> </u>	71 HAST TROVET.				I DM AS ST'D		ROVEMENT			MX FIRST PNI				To all Medical	



## THOMAS STREET IMPROVEMENTS MITCHELL ROAD to CLIFF GOOKIN CITY OF TUPELO, MISSISSIPPI

#### **BID BOND**

Know all men by these presents, that we, the undersigned,Gr	egory Companies LLC dba Murphree Paving,
as Principal, and Arch Insurance Company	
as Surety, are hereby held and firmly bound unto THE CITY O sum of _ Five Percent (5%) of Amount Bid	for the payment of which,
well and truly to be made, we hereby jointly and severally bind	ourselves, successors and assigns.
Signed, this 22nd day of August , 20	<u>25</u> .
The Condition of the above obligation is such that whereas the MISSISSIPPI, a certain Bid, attached hereto and hereby made construction of:	
THOMAS STREET IMPROVEMENTS, MITCHEL	L ROAD to CLIFF GOOKIN
Now, therefore,	
<ul> <li>(a) If said BID shall be rejected, or in the alternate,</li> <li>(b) If said BID shall be accepted and the Principle shall e of Contract attached hereto (properly completed in as a bond for his faithful performance of said contract, a performing labor or furnishing materials in connection perform the agreement created by the acceptance of said.</li> </ul>	ccordance with said BID) and shall furnish and for the payment of all persons on there with, and shall in all other respects
then this obligation shall be void, otherwise the same shall rem and agreed that the liability of the Surety for any and all claims of this obligation as herein stated.	
The Surety, for value received, hereby stipulates and agrees that no way impaired or affected by any extension of the time within Surety does hereby waive notice of any such extension.	
In Witness whereof, the Principal and the Surety have hereunto corporations have caused their corporate seals to be hereto affix officers, the day and year first set forth above.  Gregory Companies LLC dba Murphree Paving  (L.S.)	
Arch Insurance Company (Surety)  By:   ###################################	

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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

#### POWER OF ATTORNEY

#### **Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint;

#### Bradley Mapes, Emma J Byrant, Kelli E Housworth, Oana Dimulescu, Ryan Norman and Shana Kae Meyer of Atlanta, GA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000,00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 7th day of gurance August, 2025.

> CORPORATE SEAL

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

issouri

Commonwealth of Pennsylvania - Hotary Seal Michele Tripodi, Notary Public Philadelphia County My commission expires July 31, 2029 Commission number 1188622

Michele Tripodi, Notary Public My commission expires 07/31/2029

#### CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 7, 2025 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 22nday of August 20 25

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance Company Claims Department

Surety Claims P.O. Box 542033 Omaha, NE 68154

suretyclaims@archinsurance.com

Meurance C CORPORATE SEAL וקאון Missouri

To verify the authenticity of this Power of Attorney, please contact Arch insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Printed in U.S.A. AICPOA040120