

**PROPOSAL**

Proposal of Gregory Companies LLC dba Murphy Farms (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a Limited Liability Company

insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "**OWNER**"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of

**"TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2024 ANNUAL BID"**

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the 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 developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 270 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$300.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER	DATE
One	April 26, 2024

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve the BIDDER from any obligation in respect to this BID.

CONTRACT ADDENDUM

Contract Addendum No. One

Addendum Date: April 26, 2024

NAME OF PROJECT: **TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM 2024 ANNUAL BID**

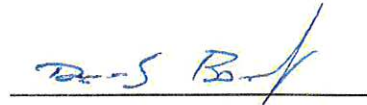
OWNER: City of Tupelo

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

**1. BID FORM**

The attached Bid Form shall replace and supersede the previous Bid Form, which was included in the Contract Documents. The Bid Form has been amended to reflect correction of quantities for pay items 1 and 2. Pay item 3 has been added to the Bid Form.

City of Tupelo



Dennis Bonds, PE, CFM

TC

**SECTION D - BID FORM**  
**TUPELO PUBLIC WORKS BID NO. 2024-017PW**  
**TUPELO MAJOR THOROUGHFARE**  
**MILL & OVERLAY PROGRAM - 2024 ANNUAL BID**  
**APRIL 2024**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	85,000		
2	Asphalt Surface Course, 9.5mm Mix	TON	9754		
3	Granular Shoulder Material, In Place	CY	1		
4	4" Temporary Traffic Stripe, Cont. White	LF	1		
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	1		
6	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1		

**GRAND TOTAL (ALL ITEMS)**

*NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.*

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES, AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

RESPECTFULLY SUBMITTED BY:

(PLEASE PRINT)

SIGNATURE:

NAME AND TITLE:

(SEAL)

IF BY CORPORATION

ADDRESS:

PHONE NUMBER:

TC

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for **5% of Base Bid Amount** DOLLARS

(\$ 83,377.58 ) and hereby agrees that in case of failure to execute the contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case the BIDDER is awarded the work, the Certified Check or Bid Bond submitted as bid Security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and addresses of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated through OWNER prior to submission of proposal.



**SECTION D - BID FORM**  
**TUPELO PUBLIC WORKS BID NO. 2024-017PW**  
**TUPELO MAJOR THOROUGHFARE**  
**MILL & OVERLAY PROGRAM - 2024 ANNUAL BID**  
**APRIL 2024**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	85,000	2.66	226,100.00
2	Asphalt Surface Course, 9.5mm Mix	TON	9754	147.77	1,441,348.58
3	Granular Shoulder Material, In Place	CY	1	100.00	100.00
4	4" Temporary Traffic Stripe, Cont. White	LF	1	1.00	1.00
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	1	1.00	1.00
6	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	1.00	1.00
<i>One million six hundred sixty seven thousand five hundred fifty one and fifty eight cents.</i> <b>GRAND TOTAL (ALL ITEMS)</b>					1,667,551.58

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES, AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

RESPECTFULLY SUBMITTED BY: Gregory Companies LLC dba Murphy Paving  
(PLEASE PRINT)

SIGNATURE: Tommy Collins

NAME AND TITLE: Tommy Collins, Manager

(SEAL)  
IF BY CORPORATION

ADDRESS: 1138 DL Collins Dr  
Tupelo, MS 38801

PHONE NUMBER: 662-844-2331

TC

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned Tommy Collins, hereby certify that I am the Manager of Gregory Companies LLC dba Murphy Party (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that Tommy Collins who executed the Proposal on behalf of the Company is Manager of the Company with full power and authority to execute same on behalf of the company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: Tommy Collins  
Title: Manager  
Signature: Tommy Coll.  
Date: 5/1/2024

Name: Connie Dingle  
Signature: Connie Dingle

Notary Public in and for the  
County of Prentiss  
State of Mississippi



(NOTARY SEAL)

My Commission Expires: Nov 28, 2025

**NON-COLLUSION AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Tommy Collins  
(name of person signing affidavit)

Individually, and in my capacity as Manager

(title)  
of Gregory Companies, LLC dba Morphine Paving  
(name of firm, partnership, limited liability company, or corporation.)

Being duly sworn, on oath do depose and say as follows:

- c. That Gregory Companies LLC dba Morphine Paving, Bidder on the **Local Street Maintenance Mill & Overlay Program – 2024 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: Tommy Collins

Title: Manager

(SEAL)



Sworn before me this 2nd day of May, 2024

Connie Dingle Notary Public

My commission expires Nov 28, 2025

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**



**NON-COLLUSION AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lu

I, Tommy Collins  
(name of person signing affidavit)

Individually, and in my capacity as Manager  
(title)

of Gregory Companies, LLC dba Murphy Paving  
(name of firm, partnership, limited liability company, or corporation.)

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- a. That Gregory Companies LLC dba Murphy Paving, Bidder on the **Local Street Maintenance Mill & Overlay Program – 2024 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- b. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: Tommy Collins

Title: Manager

(SEAL)



Sworn before me this 2nd day of May, 2024

Connie Dingle Notary Public

My commission expires Nov 28, 2025

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**



## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Gregory Companies, LLC DBA Murphree Paving  
(Name of Contractor)

1138 D L Collums Drive, Tupelo, MS 38801  
(Address of Contractor)

a Limited Liability Company hereinafter called "Principal",  
(Corporation, Partnership, Limited Liability Company or Individual)

Arch Insurance Company hereinafter called "Surety",  
(Name of Surety)

Are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 29th day of April, 2024. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of improvements defined "**Tupelo Major Thoroughfare Mill & Overlay Program – 2024 Annual Bid**"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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 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 present to be signed by their officers, this day and year first set forth above.

Gregory Companies, LLC DBA Murphree Paving

Principal

Tommy Collins

By: Tommy Collins, Manager

Arch Insurance Company

Surety

SA

By: Stephen A. Vann, Attorney-In-Fact



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, Oana Dimulescu, Sarah C. Belcastro, Shana Kae Meyer and Stephen A. Vann 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 herein.

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 3rd day of January, 2024.

Attested and Certified

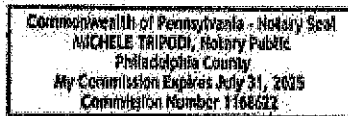
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

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.



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 3, 2024 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 29th day of April 20 24.

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 - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



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.