JACKSON STREET IMPROVEMENTS MADISON STREET to FRONT STREET CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (#2024-069MT)

| Proposal of Christon Companies, LC Ala Murphru James (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as 4 Linited Liddling Companies |
|--|
| To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER"). |
| In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part. |
| By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. |
| BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within $\underline{225}$ consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of $\underline{\$750}$ for each working day after applicable completion dates per each phase of work as provided in the General Conditions. |
| BIDDER acknowledges receipt of the following ADDENDUM: Addendum No : One December 30, 2024 |
| *Insert "a corporation", "a partnership", or "an individual" as applicable |

CONTRACT ADDENDUM

| Contract Addendum N | Vo.:One |
|---------------------|-------------------|
| Addendum Date: | December 30, 2024 |

NAME OF PROJECT: JACKSON STREET IMPROVEMENTS
MADISON STREET to FRONT STREET

OWNER: City of Tupelo

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

1. GENERAL NOTES

• Precast concrete drainage structures shall not be allowed on this project.

2. CONSTRUCTION PLANS

- Replace Plan Sheet 15 (PP-2 Plan Profile Sheet) with the attached Plan Sheet 15 (PP2 Plan Profile Sheet) dated 12/30/2024. This sheet has been amended to reflect the top of retaining wall grades step downs.
- Replace Plan Sheet 29 (MD-2 Miscellaneous Detail Sheet) with the attached Plan Sheet 29 (MD-2 Miscellaneous Detail Sheet) dated 12/30/2024. This sheet has been amended to reflect the Guardrail / Fence Detail and revision to the Retaining Wall Detail.

John White, PE, PLS

JACKSON STREET IMPROVEMENTS MADISON STREET to FRONT STREET CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2024-069MT)

The BIDDER agrees to perform all WORK for the construction of LUMPKIN AVENUE INTERSECTION IMPROVEMENTS 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 - JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET

| ITEM | DESCRIPTION | QUANTITY | UNIT PRICE IN WORDS AND FIGURES | TOTAL PRICE |
|------|------------------------------------|-------------|---|---------------------|
| 1. | Clearing & Grubbing | 1 L.S. | \$33,890.40 Thirty Three Thousand Figut Hundred Minety Dollers & Forty Cents | \$ 33,840.40 |
| 2. | Removal of Concrete | 274 S.Y. | Ninoteen Dollars & Twenty Nine Cents | \$ 5,264.42 |
| 3. | Removal of Retaining Wall | 364 Lin Ft. | # 38.42 Thirty Eight Dollars & Forty Two Cents | \$ <u>13,983.28</u> |
| 4. | Removal of Sidewalk | 750 S.Y. | # 19.21 Vineteen Dollors & Twenty one Cents | \$ 14, 409.90 |
| 5. | Removal and Replacement of Mailbox | 3 Each | \$ 480.11 Four Hundred Dollars & Eleven Confs | <u>\$_1,440.34</u> |
| 6. | Removal of Inlets | 10 Each | \$ 1,152.27 One Thousand One Hondroft Fifty The Dollars & Through Squar courts | \$ 11,522.74 |
| 7. | Removal of Asphalt Pavement | 1,003 S.Y. | # 19.21 Vineteen Dollars & Twenty one conts | \$ 19,270.84 |

| 8. | Removal of Chainlink Fence | 462 S.Y. | Nine Dollars t Sixty one fouts | \$ 4,440.74 |
|-----|--------------------------------------|----------------|--|-----------------|
| 9. | Removal of Curb & Gutter | 3,605 Lin. Ft. | # 15.37 Fifteen Dollars & Thirty Seven Comb | \$ 55,403.28 |
| 10. | Removal of Pipes (All Types) | 129 L.F. | \$28.91 Twenty Eight Dollars & Fighty one cents | \$ 3,717.04 |
| 11. | Removal of Trees | 9 Each | \$ 6,721,60 Six Thousand Schen Hund Event one dollars & Sixty Couts | \$ 60,494.36 |
| 12. | Removal of Stripe | 500 L.F. | # 5.77 Five Dollars & Seventy Seven cents | \$ 2,883.60 |
| 13. | Removal and Replacement of Sign | 5 Each | \$768.18 Seven Hondred Sixty Eight Dollars & Eightery Conts | \$ 3,840.41 |
| 14. | Borrow Excavation, AH, FME, Class B9 | 800 C.Y. | # 83.55 Eighdy Three Dallors F. F. Fly Five Cents | \$ ldo, 839. 04 |
| 15. | Unclassified Excavation, FM, AH | 1,400 C.Y. | # 33. 13 Thirty Three Dollars * Thirteen Cents | 5 46, 388.16 |
| 16. | Solid Sodding, All Types | 1,300 S.Y. | Seven Dollars & Sixty Seven Conts | \$ 9968.40 |
| 17. | Watering | 26 KGal. | # 38.42 Thirty Eight Dallers & Forty Two courts | \$ 498.81 |
| 18. | Mowing | 1 Acre | # 1920.40 One Thousand Mae Hondred Twenty Dotters & Forty cons | \$_4928.40 |

| 19. | Temporary Silt Fence | 1,980 Lin.Ft. | \$ 6.73 Sin Dollars # Seventy Three cents \$ 13,322.23 |
|-----|---|---------------|---|
| 20. | Wattles, 12" | 200 L.F. | Fifty Shy cents \$ 2,112,48 |
| 21. | Select Borrow (PM) | 310 C.Y. | \$ 83.55 Eighty Three Dollers \$ 7.5 ty five conts \$ 25,900,13 |
| 22. | Granular Material (Crushed Stone) | 590 C.Y. | One hundred forty Three \$ 90,648.07 Cents |
| 23. | Geotextile Fabric | 1,060 S.Y. | Five Dollars & Sevenly Seven conts & 6,113.23 |
| 24. | Hot Mix Asphalt, MT (12.5 mm) | 125 TON | Two Hondred Thirty Two Dollars \$ 29,000.00 |
| 25. | Hot Mix Asphalt, MT (19 mm) | 310 TON | Dollars \$ 58,900.00 |
| 26. | Hot Mix Asphalt, MT (9.5 mm) | 1,739 TON | # 189.00 One Hundred Eighty Nine Dollors \$ 328,671.00 |
| 27. | Cold Milling of Bituminous Pavement, All Depths | 1,589 S.Y. | Four Dollars & Seven cens \$7,579.53 |
| 28. | Class B Structural Concrete, Minor Structures, Per Plans | 5 C.Y. | Three Thousand Five Howled Fifty Two Dollers # \$ 17,764.27 Elithy Five cents |
| 29. | Concrete Sidewalk | 1,430 S.Y. | M 129, 63 One Hondred Tuenty Nine Dollars & Stoly \$ 185,374.33 Three cents |

| 30. | Concrete Driveways With Reinforcement | 342 S.Y. | Due Hundred Stady One Dollars & Eighty One cents | \$ <u>65, 337.57</u> 2 |
|-----|--|------------|---|------------------------|
| 31. | Combination Curb & Gutter, All Types | 4,055 L.F. | \$ 52.82 Fifty Two Dollars & Eignly Two cours | \$ 214, 196.45 |
| 32. | Stamped and Colored Asphalt Crosswalks | 387 S.Y. | \$ 114.42 One Hundred Fourteen Dollars & Fearty Two Leves? | s_44,280. |
| 33. | 12" HP Pipe | 55 L.F. | \$ 67.22 Souty Seven Dollars Twenty Two Conk | \$ 3,647.06 |
| 34. | 18" HP Pipe | 95 L.F. | tobby six Dollars tobby Two cents | \$ 8,210.05 |
| 35. | 18" Reinforced Concrete Pipe, Class III | 96 L.F. | \$ 105.03 One Hundred Five Dollars & Study Three Cevers | \$ 10,1 40.94 |
| 36. | 24" HP Pipe | 10 L.F. | \$ 105.62 Dollars & Sorty Two Cents | \$ 1056.24 |
| 37, | Adjustment of Utility Appurtenance | 26 Each | # 1920.46 Due Thousand Nine Hundl Twenty Dillows & Forty Sty cours | s 49, 931.36 |
| 38. | Curb Inlet | 22 Each | \$ 7585.80 Soven Thousand Ave Honde Fighty Ave Dollow & Fighty cents | s 164, 887.63 |
| 39. | Convert Inlet to Junction Box | 9 Each | #3456.82 Three Thousand four Hu Fifty six Dallow \$ Elshiy Two courts | s 31,111.35 |
| 40. | Brick Retaining Wall | 476 L.F. | \$ 728.64 Seven Houstrad Twenty Fight Dollars & Shuty four courts | s 346,834,35 |
| | | | | |

| 41. | Guardrail / Fence | 476 L.F. | \$67.62 Sixty Seven Dollar & South Two cents | \$ 32, 186.55 |
|-----|---|------------|--|--------------------|
| 42. | Temporary Traffic Stripe, Skip Yellow | 4,000 L.F. | \$ 1.00 One Dollar | s 4,000.00 |
| 43. | Temporary Traffic Stripe, Edge White | 7,200 L.F. | # 1.00 One Dollar | \$ 7,200.00 |
| 44. | Temporary Traffic Stripe, Continuous Yellow | 4,800 L.F. | \$ 1.00 One Doller | \$ 4,800.00 |
| 45. | Temporary Traffic Stripe, Detail White | 2,660 L.F. | Two Dollars | \$ 5,320.00 |
| 46. | Temporary Traffic Stripe, Detail Yellow | 3,280 L.F. | \$ 2.00 Two Dollars | \$ 6.560.00 |
| 47. | Temporary Legend White, | 2,800 S.F | \$ 3.00 Three Dollars | \$ 8,400.00 |
| 48. | 6" Thermoplastic Traffic Stripe, Skip Yellow | 2,000 L.F. | \$ 2.00 Two Dollars | s <u>4,000.0</u> 0 |
| 49. | 6" Thermoplastic Edge Stripe, Edge White | 3,600 L.F. | Two Dollars | \$ 7,200.00 |
| 50. | 6" Thermoplastic Traffic Stripe, Continuous Yellow | 2,400 L.F. | # Z.00 Two Dollars | \$ 4,800.00 |
| 51. | 6" Thermoplastic Detail Stripe, White | 1,330 L.F. | Four Dollars | \$ 5,370.00 |

| 52. | 6" Thermoplastic Detail Stripe, Yellow | 1,640 L.F. | \$ 4.00 Four Dollars | \$ 6,560,00 |
|-----|---|------------|---|-----------------|
| 53. | Thermoplastic Legend, White | 1,130 S.F. | \$ 12.00 Twelve Dollars | \$ 13,560.00 |
| 54. | Detectable Warning Panels | 213 S.F. | Sixty Seven Doller & Turnty Two conts | \$ 14,317.69 |
| 55. | Flowable Fill | 10 C.Y. | \$1 681.76 Sta Hondred Fight, One dollars of Seventy Sta ceres | \$ 6,817.61 |
| 56. | Roadway Construction Stakes | 1 L.S. | the 56 484 00 Fifty Sy Thousand Four Hundred Eighty four Dollary | \$ 56,484.00 |
| 57. | Maintenance of Traffic | 1 L.S. | Alsq, 180.00 One Hundred Eighty N Thousand One Hundred Erghty Dollars | \$ 139,180.00 |
| 58. | Additional Construction Signs | 1 S.F. | Ten Dollars | \$ |
| 59. | Mobilization | 1 L.S. | \$ 76,437 Seventy Six Thousand four Hundred Thrity Seven Bolloos | 1 s 74, 437, 00 |
| 60. | 6" Perforated Pipe for Underdrain | 100 L.F. | \$ 19.21 Now Dillors & Turner One cents | \$ 1921.32 |
| 61. | Geotextile Fabric for Subsurface Drainage, Type III | 76 S.Y. | \$ 10.72 Six doller & Seven Two cents | \$ 510.54 |
| 62. | Filter Material for Combination Storm Drain and/or Underdrains Type A, FM | 10 C.Y. | \$ 76.82 Seventy Sty Dollars & Fight Two cours | \$_768.20 |

63. Filter Material for Combination 10 C.Y. Storm Drain and/or Underdrains
Type B, FM

5.xy Seven Dollars & Through Two county \$ 672.20

TOTAL OF BID ITEMS (1-63)

\$ 2,514,270.39

S Two Million Five Hundred Fourteen Thousand, Two Hundred Severy Dollars \$ 39 (TOTAL IN WORDS)

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.

RESPECTFULLY SUBMITTED:

| Company | Gryony Companies, LLC olle Murphone Paura Att | est: |
|-----------|---|-----------------------------------|
| Signature | Tong all | SEAL (if Bid is by a Corporation) |
| Title | Manager | |
| Address | 1138 DL Gllons Dr | |
| | Tupelo, MS 38801 | |

JACKSON STREET IMPROVEMENTS MADISON STREET to FRONT STREET CITY OF TUPELO, MISSISSIPPI

BID BOND

| Know all men by these preser as Principal, and Atlantic Spec | its, that we, the unders | signed, Gregory Compa | nies, LLC dba Murphree Paving |
|---|--|--|--|
| as Surety, are hereby held and sum of Five Percent of Amount | I firmly bound unto The | HE CITY OF TUPELO | O, MISSISSIPPI, as OWNER in the Penal for the payment of whic |
| well and truly to be made, we | hereby jointly and sev | verally bind ourselves, | successors and assigns. |
| Signed, this 7th | day of January | , 20_25 | |
| The Condition of the above of MISSISSIPPI, a certain Bid, a construction of: | oligation is such that w attached hereto and her | whereas the Principle hereby made a part of to | nas submitted to THE CITY OF TUPELO, enter into contract in writing, for the |
| JACKSON STREET IM | PROVEMENTS, N | MADISON STREE | T to FRONT STREET |
| Now, therefore, | | | |
| of Contract attached a bond for his faithf performing labor or | accepted and the Princ I hereto (properly com ul performance of said | ciple shall execute and apleted in accordance of contract, and for the n connection there with | I deliver a contract in the Form with said BID) and shall furnish payment of all persons th, and shall in all other respects |
| then this obligation shall be ve and agreed that the liability of of this obligation as herein sta | the Surety for any and | e shall remain in force d all claims hereunder | e and effect; it being expressly understood shall, in no event, exceed the penal amount |
| The Surety, for value received no way impaired or affected b Surety does hereby waive noti | y any extension of the | time within which the | ations of said Surety and its bond shall be in e OWNER may accept such BID; and said |
| In Witness whereof, the Prince corporations have caused their officers, the day and year first (Principal) Gregory Companies, | corporate seals to be set forth above. (L.S.) | hereto affixed and the | ands and seals, and such of them as are see presents to be signed by their proper |
| (Surety) Atlantic Specialty In By: Oana Dimulescu, Attorn | | SEAL 2 | |

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.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Bradley Mapes, Emma J Bryant, Jodi L. Jennings, Kelli E Housworth, Oana R Dimulescu, Ryan Norman, Shana Kae Meyer, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

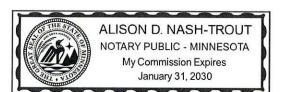
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA HENNEPIN COUNTY

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th

day of January 2025

RPORATA

1986

Kara L.B. Barrow, Secretary

This Power of Attorney expires January 31, 2030