

**PROPOSAL**

Proposal of Gregory Companies LLC, dba Murphy Paving (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"COURT STREET DOWNTOWN PARKING LOT IMPROVEMENTS"**

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 this BID 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 **30** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: N/A DATE: N/A  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

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 any BIDDER from any obligation in respect to this bid.

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, 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 (\$ 18,909.10 ) and hereby agree 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 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 address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

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

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

**SECTION D: BID FORM - BID NO. 2022-012PW**  
**CITY OF TUPELO, MISSISSIPPI**  
**ROADWAY SURFACE TREATMENT IMPROVEMENTS**  
**FEBRUARY, 2022**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$5,500.00	\$5,500.00
2	EXCESS EXCAVATION	CY	30	\$191.60	\$5,748.00
3	BORROW EXCAVATION	CY	300	\$55.00	\$16,500.00
4	TOPSOIL / SOIL CONDITIONER	CY	20	\$147.80	\$2,956.00
5	CRUSHED STONE BASE COURSE	CY	550	\$87.12	\$47,916.00
6	CONCRETE PAVEMENT, LIGHT DUTY	SY	3,010	\$67.90	\$204,379.00
7	CONCRETE JOINT INSTALLATION	LF	1,000	\$5.05	\$5,050.00
8	6" CONCRETE HEADER CURB	LF	900	\$27.40	\$27,126.00
9	RECTANGULAR CONCRETE HEADER, Match Existing	LF	120	\$24.10	\$2,892.00
10	CONCRETE, CLASS B	CY	6	\$220.00	\$1,320.00
11	BRICK MASONRY FENCE PILASTERS	EA	8	\$1225.00	\$9,800.00
12	FABRICATED METAL FENCE	LF	112	\$150.00	\$16,800.00
13	RELOCATED STEEL FENCE	LF	8	\$70.00	\$560.00
14	DUMPSTER ENCLOSURE WITH GATE, PER PLANS	LS	1	\$20,200.00	\$20,200.00
15	4' PAINTED TRAFFIC STRIPE, CONTINOUS YELLOW	LF	1500	\$2.00	\$3,000.00
16	4' PAINTED TRAFFIC STRIPE, CONTINOUS H.C. BLUE	LF	310	\$2.00	\$620.00
17	PAINTED TRAFFIC SYMBOL, YELLOW LEGEND	SF	110	\$1.50	\$165.00
18	STD. ADA H.C. PARKING SYMBOL, H.C. BLUE PAINT	EA	4	\$100.00	\$400.00
19	TEMPORARY TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00
20	TEMPORARY EROSION CONTROL	LS	1	\$4,750.00	\$4,750.00
<b>GRAND TOTAL</b>					<b>\$378,182.00</b>

SECTION D: BID FORM - BID NO. 2022-012PW  
CITY OF TUPELO, MISSISSIPPI  
ROADWAY SURFACE TREATMENT IMPROVEMENTS  
FEBRUARY, 2022

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE AND THE CONTRACT DOCUMENTS PROVIDED BY THE CITY 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 CLOSEOUT OF THE PROJECT.

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

SIGNATURE: 

NAME AND TITLE: Robert Moore - President  
(PLEASE PRINT) (SEAL)  
IF BY CORPORATION

ADDRESS: 1138 D.L. Collyers Drive  
Tupelo, MS 38801

PHONE NUMBER: 662-844-2331

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that \_\_\_\_\_ who signed said Proposal on behalf of the CONTRACTOR, was then \_\_\_\_\_ of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(CORPORATE SEAL)



**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

\_\_\_\_\_ ; That said firm consists of himself and ; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

I, the undersigned Robert Moore, hereby certify that I am the Manager of Gregory Companies LLC (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 Robert Moore who executed the Proposal on behalf of the Company is president 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.

Signature RLM

Title President

(SEAL)

Sworn before me this 21<sup>st</sup> day of April, 2022.

Rebecca Hayes, Notary Public

My commission expires Jan. 12, 2025





**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, \_\_\_\_\_, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_  
and (check and complete one):

(\_\_\_) attached is a copy of the State of \_\_\_\_\_'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_, page \_\_\_\_ of said law grants resident CONTRACTORS a \_\_\_\_ percent preference over nonresident CONTRACTORS for similar projects.

(\_\_\_) the State of \_\_\_\_\_ has no current law pertaining to the treatment of nonresident contractors.

(\_\_\_) I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Robert Moore  
(name of person signing affidavit)

individually, and in my capacity as president  
(title)

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

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

(a) That Gregory Companies LLC, dba Murphy Paving, Bidder on the "COURT STREET DOWNTOWN PARKING LOT IMPROVEMENTS" for Tupelo, MS, 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 in connection 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 [Handwritten Signature]

Title president

(SEAL)  
Sworn before me this 27<sup>th</sup> day of April, 2022.

Rebecca Hayes, Notary Public

My commission expires Jan. 12, 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 Lee

I, Robert Moore  
(name of person signing affidavit)

individually, and in my capacity as president  
(title)

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

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

(a) That Gregory Companies LLC, dba Murphree Paving, Bidder on the "COURT STREET DOWNTOWN PARKING LOT IMPROVEMENTS" for Tupelo, MS 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 in connection 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 Robert Moore

Title president

(SEAL)  
Sworn before me this 29<sup>th</sup> day of April, 2022.

Rebecca Hayes, Notary Public

My commission expires Jan. 12, 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", and  
(Corporation, Partnership, Limited Liability Company or Individual)

Atlantic Specialty Insurance Company hereinafter called  
(Name of Surety) "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 26th day of April 2022. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"COURT STREET DOWNTOWN PARKING LOT IMPROVEMENTS"**


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.

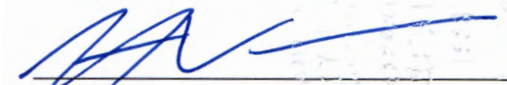
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

Gregory Companies, LLC dba Murphree Paving (L.S.)  
Principal

  
By: *Robert Moore, president*

Atlantic Specialty Insurance Company  
Surety

  
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.

**\*\*\* END OF SECTION \*\*\***





# 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: **Stephen A. Vann, Sarah C. Belcastro, Jodi L. Jennings, Mario Medina, Oana R Dimulescu**, 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-Fact.

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.

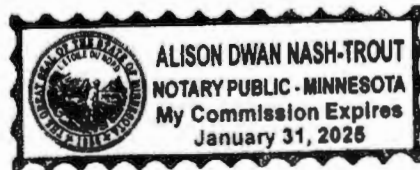
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he 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.



*Alison Nash-Trout*  
Notary Public

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 26<sup>th</sup> day of April, 2022.



This Power of Attorney expires  
January 31, 2025

*Kara Barrow*  
Kara Barrow, Secretary