

**JACKSON STREET IMPROVEMENTS  
CLAYTON - MADISON  
CITY OF TUPELO, MISSISSIPPI**

**AGREEMENT**

This AGREEMENT, made this 22<sup>nd</sup> day of July, 2020 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and Gregory Construction Services, Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of LUMPKIN AVENUE INTERSECTION IMPROVEMENTS.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 365 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of Two million seven hundred four thousand eight hundred sixty one dollars and forty cents (\$2,704,861.40), being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Documents
  - (E) Bid Bond
  - (F) Agreement
  - (G) Certificate of Owner's Attorney
  - (H) General Conditions
  - (I) Special Conditions
  - (J) Payment Bond
  - (K) Performance Bond
  - (L) Notice of Award
  - (M) Notice to Proceed
  - (N) Change Order
  - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

## AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

### OWNER:

**CITY OF TUPELO, MISSISSIPPI**

BY: J. S. Shutt

Name: Jason L. Sheehan

Title: Mayor

### ATTEST:

BY: Kim Hanna

Name: Kim Hanna

Title: City Clerk



### CONTRACTOR:

Gregory Construction Services, Inc.

BY: Aaron C. Gregory

Name: Aaron C. Gregory

Title: President

### ATTEST:

BY: Cindy Yarbrough

Name: Cindy Yarbrough

Title: CONTRACT ADMINISTRATOR

CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

**JACKSON STREET IMPROVEMENTS  
CLAYTON - MADISON  
CITY OF TUPELO, MISSISSIPPI**

**PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS that**

Gregory Construction Services, Inc  
P.O. Box 1464  
Columbus, MS 39703

a corporation, hereinafter called PRINCIPAL

and Western Surety Company (Name of Surety)  
hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of Two million seven hundred four thousand eight hundred sixty one dollars and forty cents (\$2,704,861.40) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 22<sup>nd</sup> day of July, 2020, a copy of which is hereto attached and made part hereof for the construction of:

**JACKSON STREET IMPROVEMENTS, CLAYTON - MADISON**

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the 22<sup>nd</sup> day of July, 2020.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

Cindy Hootch

Witness as to Principal

PO Box 1464

Columbus MS 39703

ATTEST:

Nicole Lovett

Witness as to Surety Nicole Lovett

1661 International Drive, Suite 300

Address

Memphis, TN 38120

Gregory Construction Services, Inc.

Principal

By: Arnon C. Gregory

PO Box 1464

Address

Columbus, MS 39703

Western Surety Company

Surety

By: Ric Stallings

Attorney-In-Fact Ric Stallings

1661 International Drive, Suite 300

Address

Memphis, TN 38120

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

\_\_\_\_\_  
Resident Mississippi Agent  
Tona J. Hunter

**JACKSON STREET IMPROVEMENTS  
CLAYTON - MADISON  
CITY OF TUPELO, MISSISSIPPI**

**PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS that**

Gregory Construction Services, Inc  
P.O. Box 1464  
Columbus, MS 39703

a corporation, hereinafter called PRINCIPAL

and Western Surety Company (Name of Surety)  
hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Two million seven hundred four thousand eight hundred sixty one dollars and forty cents (\$2,704,861.40) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 22<sup>nd</sup> day of July, 2020, a copy of which is hereto attached and made part hereof for the construction of:

**JACKSON STREET IMPROVEMENTS, CLAYTON - MADISON**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the 22<sup>nd</sup> day of July, 2020.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

Candy H. H. H.  
Witness as to Principal

PO Box 1464  
Address

Columbus MS 39703

ATTEST:

Nicole Lovett  
Witness as to Surety Nicole Lovett

1661 International Drive, Suite 300  
Address

Memphis, TN 38120

Gregory Construction Services, Inc.

Principal

By: Gregory C. Gregory

PO Box 1464

Address

Columbus, MS 39703

Western Surety Company

Surety

By: Ric Stallings

Attorney-In-Fact Ric Stallings  
1661 International Drive, Suite 300

Address

Memphis, TN 38120

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Keith W Brown, Mark E Harris, Tona J Hunter, W W Jones II, Joseph Madden III, Richard L Powell, Ric Stallings, Cooper W Permenter, Individually**

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of March, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of July, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





GREGCON-CL

TPIERSING

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Harris, Madden, Powell, Stallings & Brown, Inc. PO Box 381708 Memphis, TN 38183-1708	<b>CONTACT NAME:</b> Terrie R. Piersing		
	<b>PHONE (A/C, No, Ext):</b> (901) 316-1021	<b>FAX (A/C, No):</b> (901) 853-9943	
	<b>E-MAIL ADDRESS:</b> tpiersing@hmpins.com		
<b>INSURED</b>  Gregory Construction Service, Inc. P.O. BOX 1464 Columbus, MS 39703	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : AMERISURE INSURANCE</b>		<b>19488</b>
	<b>INSURER B : Amerisure Partners Ins Co</b>		<b>11050</b>
	<b>INSURER C : Amerisure Mutual Ins Co</b>		<b>23396</b>
	<b>INSURER D : Burlington Insurance Company</b>		<b>23620</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPP21050640201	5/16/2020	5/16/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Collapse						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Underground						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA21050650205	5/16/2020	5/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CU21050660202	5/16/2020	5/16/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WC21050670205	5/16/2020	5/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Commercial Umbrella			HFF00013017	5/16/2020	5/16/2021	Ecess 7,000,000
A	Equipment Floater			CPP21050640201	5/16/2020	5/16/2021	Rented/Leased Equip 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Jackson Street Improvements

Clayton-Madison

Certificate holder is named additional insured to the general liability, auto liability and umbrella policy when required in a written contract. A waiver of subrogation applies to the general liability, auto liability, umbrella and workers compensation policies when required in a written contract. Coverage is on a primary and non-contributory basis. A 30 days notice of cancellation except 10 days non-payment.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Tupelo Mississippi  
71 East Troy Street  
Tupelo, MS 38804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**JACKSON STREET IMPROVEMENTS  
CLAYTON - MADISON  
CITY OF TUPELO, MISSISSIPPI**

**NOTICE OF AWARD**

To: Gregory Construction Services, Inc  
P.O. Box 1464  
Columbus, MS 39703

Project: **JACKSON STREET IMPROVEMENTS, CLAYTON - MADISON**

The OWNER has considered the BID submitted by you dated June 18, 2020, for the above-described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$2,704,861.40.


You are required to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.  
Dated this 8<sup>th</sup> day of July, 2020.

**CITY OF TUPELO, MISSISSIPPI**

Owner

  
By: Jason L. Shelton  
Title: Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Gregory Construction Services Inc this the 9<sup>th</sup> day of July, 2020.

By:

Title:

  
PRESIDENT