

Gregory Companies, LLC DBA Murphree Paving
1138 D.L. Collums Drive
Tupelo, MS 38801
662.844.2331

Certificate of Responsibility # 22120-MC
Expires March 2nd 2022

City of Tupelo
Attn: Ms. Traci Dillard
Purchasing Office, City Hall, 1st Floor
71 E. Troy Street
Tupelo, MS 38804

Bid For:
Bid No. 2022-005PW
Tupelo Major Thoroughfares Program – Mill and Overlay Annual Bid
City of Tupelo MS
Date: 02/24/22 @ 10:00 AM

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BID NO. 2022-005PW

TUPELO MAJOR THOROUGHFARE PROGRAM

MILL & OVERLAY ANNUAL BID

City of Tupelo, Mississippi

Prepared For:



JANUARY 2022

Prepared By:



DABBS CORPORATION
1050 N. Eason Boulevard
Tupelo, Mississippi 38804

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CITY OF TUPELO, MISSISSIPPI**

***TUPELO MAJOR THOROUGHFARES PROGRAM
MILL & OVERLAY ANNUAL BID***

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SECTION A

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Thursday, February 24, 2022** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the "*MAJOR THOROUGHFARES MILL & OVERLAY PROGRAM – 2022 ANNUAL BID*", **Bid No. 2022-005PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.

Bids are related to the construction of roadway related projects to include cold milling, asphalt pavement overlay, traffic striping and related improvements on public rights of way within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public Works for the purpose of roadway and related improvements to consist of the milling of existing asphalt roadways and the overlay of existing major thoroughfares / roadways as defined by the Owner as specified in the Contract Documents. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **214** consecutive calendar days. A Pre-Bid Conference will be held at 10:00 AM local time on Thursday, February 10, 2022 at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at www.tupelomsbids.com. Any questions regarding purchase of bid documents from this website should be directed to Plan House at 662-407-0193.

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 Plan House at 662-407-0193.

Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

**BY: s/b Traci Dillard
TRACI DILLARD, City Purchasing Clerk**

Publish Dates: 01/25/2022 and 02/01/2022 in the NE Mississippi Daily Journal.

SECTION B

INFORMATION TO BIDDERS

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:**

- A. A Pre-Bid meeting will be conducted at 10:00 am local time on **Thursday, February 10, 2022** in the first floor meeting room at Tupelo Public Works Department located at 604 Crossover Rd., Tupelo, MS 38801. Attendance is requested but not required.
- B. Bids will be received by the City of Tupelo no later than 10:00 am local time on **Thursday, February 24, 2022** via the methods specified in SECTION A – Advertisement, which is bound herewith and per the requirements set forth herein.

2. **Bids:**

- A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
- B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids (**in duplicate**) in an opaque sealed envelope marked in the lower left hand corner as follows:
 - 1. Bid for construction of: **BID NO. 2022-005PW – “TUPELO MAJOR THOROUGHFARES PROGRAM – MILL & OVERLAY ANNUAL BID”**
 - 2. Certificate of Responsibility No. 22120-ML
 - 3. Submitted To: City of Tupelo
Attn: Ms. Traci Dillard
Purchasing Office, City Hall, 1st Floor
71 E. Troy St.
Tupelo, MS 38804
- E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**

- A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.

- B. The **CITY OF TUPELO** reserves the right to reject any or all bids and to waive any or all informalities.
 - B. The **CITY OF TUPELO** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the City.
4. **Addenda and Interpretations:**
- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
 - B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.
5. **Certificate of Responsibility Number:**
- A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
 - B. **No bids will be accepted, opened or considered unless the above information is given as specified.**
 - C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER or ENGINEER.
6. **Notice to Nonresident Bidders:**
- A. 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 BIDDERS'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. This preference, if it is a percentage of the bid or other monetary amount, is not to be added to the nonresident BIDDER's bid by the nonresident BIDDER. The ENGINEER will add a line to the bid tabulation report that shows the amount of the nonresident BIDDER premium when the bids are tabulated for the sole purpose of determining the order of the BIDDERS.

- B. When a nonresident CONTRACTOR submits a bid for a public project, he shall attach thereto a copy of his resident state's current bid law pertaining to such state's treatment of nonresident CONTRACTORS.
 - C. Nonresident BIDDERS Certificate: CONTRACTOR must complete the Nonresident BIDDERS Certificate included in the Contract Documents (Section C) and submit same as part of their bid.
 - D. As used in this section, the term "resident contractors" includes a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm or corporation.
7. **Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
8. **Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
9. **Security for Faithful Performance:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
10. **Law and Regulations:** The BIDDERS'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 herein written out in full.
11. **Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.
12. **Obligation of BIDDER:** 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 Drawings, Specifications and Contract Documents (including addenda issued, if any).

13. **Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
14. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
16. **Non-Collusion Affidavit:** CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid. **FAILURE TO DO SO WILL DISQUALIFY THEIR BID.**
17. **Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
18. **Subcontractor:** The BIDDER is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. **The total allowable subcontract amount shall not exceed fifty percent (50%) of contract amount unless otherwise approved by the OWNER.**
19. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
 - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material or Equipment that is not in conformance with the requirements of the Contract Documents.
 - B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.
 - a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - b. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - c. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

20. **Qualifications of BIDDERS:** The OWNER may make such investigations 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 a 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 items of Work contemplated therein.
21. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
22. **Owner's Representative:** The Engineer shall serve as the Owner's primary representative during the Project and shall coordinate with and manage the Contractor following the Notice of Award until final inspection and closeout of the Project is completed. The Contractor shall issue all necessary submittals, questions, etc. to the Engineer and the Engineer shall be responsible for issuing directives, approvals, etc. to the Contractor during the construction phase of the project. The Tupelo Public Works Department shall also have other representatives that participate in the management, inspection, etc. of the Project, but the Engineer will be the primary contact for the Contractor for the duration of the Project.
23. **Pre-Construction Conference:** The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Project List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc.
24. **Performance Requirements:** Upon issuance of the Notice to Proceed by the Owner, the Contractor will initiate the work as defined in the Contract Documents and/or as specified in the Notice to Proceed. Unless a time interval for the Contractor to pull of the Project is approved by the Owner, the Contractor shall provide at least once crew (milling and/or paving) to be actively working on the Project (including streets on the Primary and/or Secondary Street List provided by the Owner) on a daily basis. If the Contractor has other contracts for similar work with the Owner, each contract and milling/paving crews will be independent of one another. A separate crew working on another contract shall not constitute the fulfilment of the performance requirements as defined herein. The Contractor shall provide traffic control measures as required prior to completing work on any street each day. The Contractor shall work daily to complete milling and overlay work so that the work is consecutive from beginning of each street to the end of each street unless weather does not allow. If interrupted by inclement weather, the Contractor shall be required to resume work as soon as site conditions allow. If the Contractor has questions about the site conditions being acceptable for work, the Contractor shall coordinate with the Engineer in this regard for final resolution. If required and approved by the Owner in writing, the Contractor shall be allowed to move off the project temporarily after the completion of an individual street (not allowed while milling and/or overlay work for an individual street is incomplete). No delays in the work shall be allowed while in the middle of an individual street unless site conditions prevent work from being completed or within the following

limits: overlays shall be initiated within 10 days of the completion of cold milling on each street; temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities; permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities.

25. **Liquidated Damages Based on Performance:** The City of Tupelo Public Works Department shall issue a Primary Street List to the Contractor for specific milling and overlay improvements to be completed in compliance with the General Conditions of Work. The Contractor shall be given reasonable time to coordinate and begin the work as defined by the Primary Work Period. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the defined Contract Period and shall be in accordance with the Performance Requirements defined in Paragraph 25 herein. The bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300.00 per day should the roadways defined on the Primary Street List not be completed by the end of the Contract Time as defined in the executed Contract.

In addition, should the Contractor not meet the Performance Requirements set forth in Paragraph 25 above, the bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300 per each day that work is not completed on the Project site until such time as the work is resumed unless such absence is necessary and coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. milling, overlay, striping) in order to fully complete the work. As a result, no damages will be charged to the Contractor for coordination between these separate activities. Once the milling is completed, the Contractor shall have 10 days to begin the overlay portion of the project. Temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities. Permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, the Contractor agrees that the City will apply Liquidated Damages in the amount of \$300.00 per day for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary and/or Secondary Street List.

26. **Primary Street List:** The City of Tupelo Public Works Department has published a Primary Street List to define the roadways that are to be milled and overlaid as part of this Project. The Primary Street List is included in the Contract Documents as part of Section C – Scope of Work. The Public Works Department, upon issuance of the Notice to Proceed to the Contractor, may prioritize the order of work in which streets should be completed by the Contractor.
27. **Secondary Street List:** Based on need and project funding, the City of Tupelo Public Works Department May issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. The City reserves the right to add projects to the Secondary Project List at any time following the calendar year so long as there is adequate time for the work to be completed by December 1, 2022.

28. **Contract Award:** Award of Contract, if made, shall be within **30 days** of date of Receipt of Bids.

29. **Issuance of "Notice to Proceed":** If the Contract is awarded, the OWNER will issue the "Notice to Proceed" with an effective date no later than April 1, 2022. The Contractor may request that the Notice To Proceed be issued by the Owner prior to this date and, if agreed to by the Public Works Director, the Notice To Proceed may be issued with an effective date as requested by the Contractor. The only potential variable in approving a Notice To Proceed date outside of the timeframe defined herein shall be the consideration of potential impacts of weather to the proposed types of work that are associated with this Project. If warranted, the Engineer may delay the Notice To Proceed date beyond April 1, 2022 in order to derive more favorable conditions for the proposed roadway work.

SECTION C

GENERAL CONDITIONS OF WORK

SECTION C – GENERAL CONDITIONS OF WORK

CITY OF TUPELO PUBLIC WORKS DEPARTMENT

DATE: January 10, 2022

SUBJECT: General Conditions / Scope of Work / Project Area

PROJECT: TUPELO MAJOR THOROUGHFARES PROGRAM – MILL & OVERLAY ANNUAL BID

The Contract Documents do not include a set of construction plans/project drawings for the proposed improvements that shall be provided by the Contractor for this Project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be disregarded. The Scope of Work shall not supersede the Technical Specifications but shall provide a summary of the existing and proposed conditions that are included as part of the proposed project.

Generally, this contract is to provide construction work to complete roadway milling and asphalt overlay improvements on existing local streets within the City of Tupelo as directed by the Tupelo Public Works Department. This work shall include cold milling, asphalt paving, temporary striping and shoulder work as necessary to provide a finished project in compliance with the technical specifications and the directives provided by the Owner for each individual work order.

All proposed improvements shall be located within the City of Tupelo street rights-of-way (ROW). Improvements shall be in accordance with the directives, specifications and applicable local, state and federal guidelines associated with providing/installing the roadway improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this Contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

Work on the project shall consist of the following items included on the bid form and per the directives included herein, technical specifications and manufacturer's material recommendations:

PROJECT PAY ITEMS:

1. **COLD MILLING:** The Contractor shall provide the labor, equipment, etc. required to cold mill existing asphalt streets and intersections as required to the completed the work as defined on the attached Primary Project List. Milling shall include up to 130,000 SY total during the contract period and shall be completed in coordination

with overlay improvements that are also included as part of this Contract. The Average depth for milling shall be two (2) inches. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner. The first 250 +/- tons of mill material shall be provided to the City of Tupelo for future utilization. This material shall be hauled by the Contractor and stockpiled to the existing City materials yard on Commerce Street or as directed by the Owner. All other excess materials shall be removed and disposed of by the Contractor. No separate pay will be provided for hauling, stockpiling or disposing of milled material. If required, saw cutting shall be an absorbed item.

2. ASPHALT SURFACE COURSE, 9.5 MM MIX: The Contractor shall provide the materials, labor and equipment to pave existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a surface course mix provided and installed by the Contractor in accordance with the MDOT specifications. The surface course material provided by the Contractor and placed in the field may be 9.5 mm mix, SC-1 mix design or a similar equivalent mix design approved in writing by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the City Engineer prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 1.5" and the maximum thickness shall be 2.5". The proposed thickness for all asphalt overlays for this Project shall be 2.0 inches minimum, unless otherwise approved by the Engineer. The proposed asphalt surface course shall be installed within the limits of the existing roadways unless otherwise directed by the Owner.
3. GRANULAR MATERIAL FOR SHOULDER WORK: If required in order to meet the specification requirements along roadways with existing granular material shoulders (no curb & gutter), the Contractor shall install a clay/gravel mix, or soil/gravel mix with similar gradation and material type along existing roadway shoulders at the new edge of pavement following the asphalt overlay. The material, gradation, etc. shall be approved by the Owner prior to delivery to the site and placement in the field. Such work shall only be completed as necessary to promote safety for finished improved streets and shall not be required along most of the proposed roadways included on the Primary Project List at the end of this Section. The Contractor shall be paid per cubic yard of material provided and placed in the field per the respective specifications. No other payment shall be made for providing or placing granular shoulder material.
4. 4" TEMPORARY TRAFFIC STRIPE, CONT. WHITE: The Contractor shall install temporary striping on all roadways following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any necessary striping. The striping shall be installed in solid patterns or skip patterns as defined by the Owner. The contractor shall be paid per LF of temporary stripe installed, regardless of the pattern utilized.
5. 4" TEMPORARY TRAFFIC STRIPE, CONT. YELLOW: The Contractor shall install temporary

striping on all roadways following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any necessary striping. The striping shall be installed in solid patterns or skip patterns as defined by the Owner. The contractor shall be paid per LF of temporary stripe installed, regardless of the pattern utilized.

6. **4" TEMPORARY TRAFFIC STRIPE, SKIP WHITE:** The Contractor shall install temporary striping on all roadways following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any necessary striping. The striping shall be installed in solid patterns or skip patterns as defined by the Owner. The contractor shall be paid per LF of temporary stripe installed, regardless of the pattern utilized. Skip white shall be for multi lane roadways as defined by City Engineer.
7. **6" THERMOPLASTIC TRAFFIC STRIPE, CONT. WHITE:** The Contractor shall install thermoplastic striping on all roadways as directed by the Owner following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require permanent striping and with the City Engineer, Dennis Bonds, PE, to determine the requirements for any proposed permanent striping. The striping shall be installed in solid patterns or skip patterns as defined by the City Engineer. The Contractor shall be paid per LF of thermoplastic traffic stripe installed, regardless of the pattern utilized.
8. **6" THERMOPLASTIC TRAFFIC STRIPE, CONT. YELLOW:** The Contractor shall install thermoplastic striping on all roadways as directed by the Owner following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require permanent striping and with the City Engineer, Dennis Bonds, PE, to determine the requirements for any proposed permanent striping. The striping shall be installed in solid patterns or skip patterns as defined by the City Engineer. The Contractor shall be paid per LF of thermoplastic traffic stripe installed, regardless of the pattern utilized.
9. **6" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE:** The Contractor shall install thermoplastic striping on all roadways as directed by the Owner following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require permanent striping and with the City Engineer, Dennis Bonds, PE, to determine the requirements for any proposed permanent striping. The striping shall be installed in solid patterns or skip patterns as defined by the City Engineer. The Contractor shall be paid per LF of thermoplastic traffic stripe installed, regardless of the pattern utilized.
10. **6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW:** The Contractor shall install thermoplastic striping on all roadways as directed by the Owner following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to

determine which streets shall require permanent striping and with the City Engineer, Dennis Bonds, PE, to determine the requirements for any proposed permanent striping. The striping shall be installed in solid patterns or skip patterns as defined by the City Engineer. The Contractor shall be paid per LF of thermoplastic traffic stripe installed, regardless of the pattern utilized.

Should thermoplastic blue striping be required as part of the permanent thermoplastic striping improvements (i.e. handicap space(s) on S. Front St.), such work shall be paid for as an equivalent length of continuous yellow thermoplastic traffic stripe and shall be paid for at per linear foot at the contract unit price for this pay item. All stop bars, text, directional symbols at intersections and any related detail white striping shall be paid for as an equivalent length of continuous white thermoplastic traffic stripe and shall be paid for at per linear foot at the contract unit price for this pay item. Any other additional costs related to blue striping, detail striping, etc. shall be absorbed into other pay items in the Bid Form.

The Contractor shall erect and maintain construction signing and barricades along existing City streets as necessary to protect labor, equipment, pedestrians, vehicular traffic etc. Traffic cones, etc. and other safety related devices, equipment, systems, etc. shall be the responsibility of the Contractor and the City and/or Engineer shall not be responsible for advising of said safety related measures, etc. nor held liable for any issues resulting from same.

The Contractor shall install Temporary Striping as directed by the Owner. Some streets may not require temporary striping following asphalt overlay improvements if directed by the Engineer. Temporary striping shall be installed on all streets listed as major thoroughfares and on all streets with 3 traffic lanes or more. If required, temporary striping shall be installed by the Contractor within 2 days of the completion of asphalt overlay work for each individual street.

The Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system if any excavation is required as part of the project preparation. Should utilities require relocation, the Contractor shall notify the City and the City shall be responsible for the relocation of existing utilities prior to the commencement of work by the Contractor. Should the Contractor damage existing utilities or other existing improvements, the Contractor shall repair/replace the damaged utilities, existing improvements, etc. at no additional cost to the City.

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to project areas located on rights-of-way owned and maintained by the City of Tupelo. Should the Contractor find it necessary to utilize private property for staging, storage, improvements, etc., the Contractor shall be solely responsible for soliciting and procuring the necessary permission/access from the private property owner prior to commencing any work on said private property. No work shall be completed on MDOT rights-of-way without the approval of the necessary permits from the Mississippi Department of Transportation (MDOT). Should MDOT permits be required to facilitate individual work orders, the City shall be responsible for providing such approved permits.

The Public Works Department will provide a final Primary Street List to the Contractor that will define the roadways that are to be milled and overlaid during the Primary Period of Work. The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Project List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc. Following the Pre-Construction Conference, the Contractor will be afforded the opportunity to coordinate with the Public Works Department representative to inspect each street prior to the issuance of the Notice to Proceed. The City of Tupelo will issue the Notice to Proceed with an effective date no later than April 1, 2021, unless otherwise requested and approved by the Owner.

Upon issuance of the Notice to Proceed by the Owner, the Contractor will initiate the work as defined in the Contract Documents and/or as specified in the Notice to Proceed. Unless a time interval for the Contractor to pull of the Project is approved by the Owner, the Contractor shall provide a minimum of one crew (milling and/or paving) to be actively working on the Project (including streets on the Primary and/or Secondary Street List provided by the Owner) on a daily basis. If the Contractor has other contracts for similar work with the Owner, each contract and respective requirements for milling/paving crews shall be independent of one another. A separate crew working on another contract shall not constitute the fulfilment of the performance requirements as defined herein. The Contractor shall provide traffic control measures as required prior to completing work on any street each day. The Contractor shall work daily to complete milling and overlay work so that the work is consecutive from beginning of each street to the end of each street unless weather does not allow. If interrupted by inclement weather, the Contractor shall be required to resume work as soon as site conditions allow. If the Contractor has questions about the site conditions being acceptable for work, the Contractor shall coordinate with the Engineer in this regard for final resolution. If required and approved by the Owner in writing, the Contractor shall be allowed to move off the project temporarily after the completion of an individual street (not allowed while milling and/or overlay work for an individual street is incomplete). No delays in the work shall be allowed while in the middle of an individual street unless site conditions prevent work from being completed or within the following limits: overlays shall be initiated within 10 days of the completion of cold milling on each street; temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities; permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities.

The milling and overlay work for the roadways included on the Primary Street List shall be completed in entirety during the 214 calendar days as defined in the Contract Documents. If the Contractor completes the milling and overlay work for the streets defined on the Primary Street List and still has time remaining in the contract, the Owner may supplement the Project List with additional streets to be improved as part of this Project. Priority of the order of streets to be milled and/or overlaid shall be in the order as listed on the Primary Street List, or as defined by the Engineer. Priority of any supplemental street improvements shall be as defined by the Owner.

The Primary Street List included at the end of this Section indicates the specific milling and overlay improvements to be completed as part of this project. The Contractor shall be given reasonable time to coordinate and begin the work as defined by the Primary Work Period. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the defined Contract Period and shall be in accordance with the Performance Requirements defined in Paragraph 24 herein. The bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300.00 per day should the roadways defined on the Primary Street List not be completed by the end of the Contract Time as defined in the executed Contract.

Based on need and project funding, the Tupelo Public Works Department may issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. Work on the Secondary Street List will not commence until after the Primary Work Period is complete or until the Primary Street List has been completed by the Contractor. The Public Works Department will coordinate with the Contractor to define the roadways to be milled and/or overlaid as part of the Secondary Project List. The City reserves the right to add projects to the Secondary Project List at any time following the Primary Work Period so long as there is adequate time for the work to be completed by December 1, 2022. The Public Works Department may prioritize the order of work for streets included on the Secondary Project List.

In addition, should the Contractor not meet the Performance Requirements set forth in the Contract Documents, the bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300 per each day that work is not completed on the Project site until such time as the work is resumed unless such absence is necessary and coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. milling, overlay, striping) in order to fully complete the work. As a result, no damages will be charged to the Contractor for coordination between these separate activities. Once the milling is completed, the Contractor shall have 10 days to begin the overlay portion of the project. Temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities. Permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, the Contractor agrees that the City will apply Liquidated Damages in the amount of \$300.00 per day for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary and/or Secondary Street List.

PROJECT COORDINATION BETWEEN CONTRACTOR & OWNER / ENGINEER shall be necessary for all facets of the proposed project whether discussed within Section C or not. Some additional items for consideration by the Contractor with respect to additional coordination with the Owner and Engineer during the Project that will be necessary to facilitate the work based on conditions that are necessary for the City of Tupelo and required by the Contractor for this Project. Additional items that will require specific coordination during the Project include:

The City of Tupelo will communicate with local Railroad (RR) Companies (i.e. KCS, BNSF) with respect to coordination of project activities and RR inspections / personnel. The Contractor will not be required to provide RR personnel for activities completed adjacent to local RR mainlines. However, it is the responsibility of the Contractor to coordinate with the Owner and Engineer in advance of

completing any work within 100 LF of an existing RR in order to allow the Owner the opportunity to adequately coordinate with the appropriate RR company. Any fees associated with the RR inspections, etc. shall be paid for by the OWNER and shall not be the responsibility of the Contractor.

ASPHALT LOAD TICKETS shall be provided by the Contractor to the Owner on a daily basis. The Contractor shall note on each load ticket in the field the actual street name that the Contractor is working on when the ticket is delivered/accepted from the truck driver. Load tickets shall be divided by individual street and provided to the Owner separated by street name. If additional work is required for a street beyond one day, then the Contractor may retain copies of tickets until such time as the particular street is completed and, then, shall provide the tickets separated by street within 24 hours after completion of the street. The Engineer may request copies of load tickets at the end of each day, even if it is prior to the completion of an individual street, if preferred.

The Contractor shall not submit for payment for streets and corresponding asphalt tonnages unless the tickets have been separated and submitted to the Owner for that street.

The Contractor shall utilize the formats provided for submitting pay estimates / applications as represented by the forms included in Section H – Standard Pay Estimate Sheets. Additional information may be provided by the Contractor, if necessary, or as requested by the Owner or Engineer. But no pay estimate / application will be considered for payment unless the standard pay estimate sheets are included as part of the pay request package.

(See next sheet for Project Street Lists)

PROJECT STREET LIST
Tupelo Major Thoroughfares Mill & Overlay Program
2022 Annual Bid

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft.)	Approx. Width (ft.)	Approx. Mill Area (SY)	Approx. Asphalt (TONS)	NOTES
PRIMARY STREET LIST								
1	Air Park Rd.	Main St.	W. Jackson St.	6550	26	19,000	2,100	Full width M/O; coordinate with Scrub Seal project (See Note 4)
2	N. Thomas St.	Main St.	W. Jackson St.	3250	26	9,400	1,050	Full width M/O (except overlay only at 3-lane section at Winfield Dr.)
3	Lawndale Dr.	Main St.	Harrison St.	4300	29	14,000	1,550	Full width M/O.
4	S. Front St.	Main St.	Clark St.	850	60	5,700	650	Full width M/O; Tie-In at Belfrey & at RR on Clark St.
5	E. Franklin St.	Main St.	Commerce St.	2010	41	11,000	1,200	Full width M/O;seam at Main St. to seam at Bridge
POTENTIAL SECONDARY STREET LIST (IF DIRECTED/APPROVED BY OWNER)								
6	Eason Blvd.	Main St.	Interstate 22	8000	26	23,100	2,550	

NOTES:

1. *Projects shall be completed based on the order defined on the Street List, unless otherwise coordinated / approved by Engineer or Owner*
2. *Side Street Millbacks shall be 50 ft. max. as directed in the field by the Street Department Manager*
3. *Based on funding, schedule, Owner preference, additional streets may be added to the Project List and shall be completed by Contractor as part of Contract.*
4. *Air Park Rd. will require coordination with separate Contractor that will perform Scrub Seal improvements between mill & overlay by paving Contractor.*
5. *Striping on S. Front St. shall include the layout & installation of parking spaces to match existing layout, unless changes are req'd. by the Engineer or Owner.*

END OF SECTION
C-8

SECTION D

BID FORM AND BIDDERS CERTIFICATES

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

"TUPELO MAJOR THOROUGHFARES MILL & OVERLAY 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 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 **214** 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 (\$ 56,249.75) 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
 TUPELO PUBLIC WORKS BID NO. 2022-005PW
 TUPELO MAJOR THOROUGHFARES
 MILL & OVERLAY PROGRAM - 2022 ANNUAL BID
 JANUARY, 2022

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	59,100	\$2.60	\$153,660.00
2	Asphalt Surface Course, 9.5 mm Mix	TON	6,550	\$128.00	\$838,400.00
3	Granular Shoulder Material, In Place	CY	500	\$78.50	\$39,250.00
4	4" Temporary Traffic Stripe, Cont. White	LF	4,200	\$0.35	\$1,470.00
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	34,220	\$0.35	\$11,977.00
6	4" Temporary Traffic Stripe, Skip White	LF	4,020	\$0.35	\$1,407.00
7	6" Thermoplastic Traffic Stripe, Cont. White	LF	38,400	\$1.00	\$38,400.00
8	6" Thermoplastic Traffic Stripe, Cont. Yellow	LF	37,120	\$1.00	\$37,120.00
9	6" Thermoplastic Traffic Stripe, Skip White	LF	4,020	\$0.55	\$2,211.00
10	6" Thermoplastic Traffic Stripe, Skip Yellow	LF	2,000	\$0.55	\$1,100.00
GRAND TOTAL					\$1,124,995.00

One million one hundred twenty four thousand nine hundred ninety five 00/100

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 THE 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, OR DECEMBER 31, 2021 IF NECESSARY. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

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

SIGNATURE: *Robert Moore*

NAME AND TITLE: Robert Moore President
 (PLEASE PRINT)

(SEAL)
 IF BY CORPORATION

ADDRESS: 1138 OL Collins 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 Rebecca Hayes, hereby certify that I am the Manager of Gregory Companies LLC dba Murphree Paving (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 Rebecca Hayes

Title Manager / CFO

(SEAL)

Sworn before me this 24th day of February, 2022.

Jamie Franks, Notary Public

My commission expires July 19, 2023



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 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 "TUPELO MAJOR THOROUGHFARES MILL & OVERLAY ANNUAL BID" 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 24th day of February, 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 "TUPELO MAJOR THOROUGHFARES MILL & OVERLAY ANNUAL BID" 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 24th day of February, 2022.

Rebecca Hayes, Notary Public

My commission expires Jan. 12, 2025



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

SECTION E

BID BOND

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 16th day of Feb. 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:

"TUPELO MAJOR THOROUGHFARES MILL & OVERLAY 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 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.

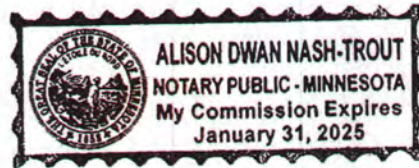
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

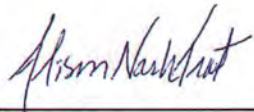
STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

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.

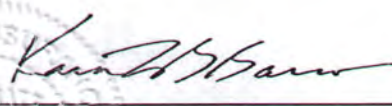



Notary Public

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 16th day of February, 2022




Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

SECTION F

CONTRACT

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2022, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and _____ doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of "TUPELO MAJOR THOROUGHFARES MILL & OVERLAY ANNUAL BID" hereinafter called "PROJECT".
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 within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 214 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, and comply with the terms therein for the sum of \$_____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Bid Bond :
 - F. Contract
 - G. Executed Performance and Payment Bond
 - H. NSPE General Conditions
 - I. Special Contract Provisions
 - J. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **JANUARY 2022**.
 - K. ADDENDA:
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
 - A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF. - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.

8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.

9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.

10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
 (not less than one hundred percent of Contract amount)

11. 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 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO / OWNER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

(SEAL)

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

(SEAL)

SECTION G
PERFORMANCE & PAYMENT BOND

SECTION G
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____, STATE OF MISSISSIPPI,

Know all men by these presents: that we, _____
(Contractor)

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

_____ Dollars, lawful money of the United States of

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by

the OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____ (Contractors) Principal	_____ Surety
By _____	By _____ (Signature) Attorney in Fact
	Address: _____ _____ _____
Title _____ (Contractor's Seal)	_____ (Printed) Mississippi Agent
	_____ (Signature) Mississippi Agent
	Address: _____ _____ _____
	_____ (Surety Seal)
	_____ Mississippi Insurance ID Number

SECTION H
PAY ESTIMATE SHEETS

CONTRACTOR NAME
 CONTRACTOR ADDRESS
 CONTRACTOR ADDRESS
 CONTRACTOR PHONE NO.

PROJECT PAY ESTIMATE (PES-1)	
Estimate NO.	Date

PROJECT: MTP MILL & OVERLAY PROGRAM- 2022 ANNUAL PID
 Pay Estimate Period _____ thru _____, 2022

NO.	DESCRIPTION	CURRENT MILLING AMOUNT (\$)	CURRENT ASPHALT AMOUNT (\$)	CURRENT TEMP STRIPING AMOUNT (\$)	CURRENT PERM STRIPING AMOUNT (\$)	CURRENT AMOUNT BILLED (\$)	PREVIOUS AMOUNT BILLED (\$)	TOTAL AMOUNT (\$)
1	(INSERT STREET NAME 1 - corresponding with PES 2)							
2	(INSERT STREET NAME 2 - corresponding with PES 2)							
3	(INSERT STREET NAME 3 - corresponding with PES 2)							
4	(INSERT STREET NAME 4 - corresponding with PES 2)							
5	(INSERT STREET NAME 1 - corresponding with PES 2)							
6	(INSERT STREET NAME 2 - corresponding with PES 2)							
7	(INSERT STREET NAME 3 - corresponding with PES 2)							
8	(INSERT STREET NAME 4 - corresponding with PES 2)							
9	(INSERT STREET NAME 3 - corresponding with PES 2)							
10	(INSERT STREET NAME 4 - corresponding with PES 2)							
<i>SUB-TOTALS =</i>								

(NOTE: INSERT SUM OF ALL STREETS ON CURRENT PAYESTIMATE)
 (NOTE: INSERT SUM OF ALL PREVIOUS PAYESTIMATES)
 (NOTE: TOTAL AMOUNT OF PROJECT TO DATE (CURRENT + PREVIOUS))
 (NOTE: 10% RETAINAGE FOR TO-DATE TOTAL)
 (NOTE: PREVIOUS PAYMENTS RECEIVED BY CONTRACTOR)
 (NOTE: CURRENT AMOUNT DUE (TOAL - RETAINAGE - PREV. PD))

PAY ESTIMATE TOTAL =	
PREVIOUS ESTIMATE TOTALS =	
TOTAL PROJECT AMOUNT TO DATE (ALL ESTIMATES) =	
RETAINAGE =	
PREVIOUS PAYMENTS =	
DUE NOW =	

CONTRACTOR NAME
 CONTRACTOR ADDRESS
 CONTRACTOR ADDRESS
 CONTRACTOR PHONE NO.

PROJECT PAY ESTIMATE (PES-2)

Estimate NO.	Date

PROJECT: MTP MILL & OVERLAY PROGRAM-2022 ANNUAL PID
 Pay Estimate Period _____ thru _____, 2022

NAME OF INDIVIDUAL STREET 1									
NO.	DESCRIPTION	UNIT	UNIT PRICE (\$)	CURRENT QNTY.	PREVIOUS QNTY.	TOTAL QNTY.	CURRENT AMOUNT (\$)	TOTAL AMOUNT (\$)	
1	Cold Milling, All Depths	SY							
2	Asphalt Surface Course, 9.5 mm Mix	TON							
3	Granular Shoulder Material, In Place	CY							
4	4" Temporary Traffic Strips, Cont. White	LF							
5	4" Temporary Traffic Strips, Cont. Yellow	LF							
6	4" Temporary Traffic Strips, Skip White	LF							
7	6" Thermoplastic Traffic Stripe, Cont. White	LF							
8	6" Thermoplastic Traffic Stripe, Cont. Yellow	LF							
9	6" Thermoplastic Traffic Stripe, Skip White	LF							
10	6" Thermoplastic Traffic Stripe, Skip Yellow	LF							
SUB-TOTALS =							\$1.00	\$2.00	
NAME OF INDIVIDUAL STREET 2									
NO.	DESCRIPTION	UNIT	UNIT PRICE (\$)	CURRENT QNTY.	PREVIOUS QNTY.	TOTAL QNTY.	CURRENT AMOUNT (\$)	TOTAL AMOUNT (\$)	
1	Cold Milling, All Depths	SY							
2	Asphalt Surface Course, 9.5 mm Mix	TON							
3	Granular Shoulder Material, In Place	CY							
4	4" Temporary Traffic Strips, Cont. White	LF							
5	4" Temporary Traffic Strips, Cont. Yellow	LF							
6	4" Temporary Traffic Strips, Skip White	LF							
7	6" Thermoplastic Traffic Stripe, Cont. White	LF							
8	6" Thermoplastic Traffic Stripe, Cont. Yellow	LF							
9	6" Thermoplastic Traffic Stripe, Skip White	LF							
10	6" Thermoplastic Traffic Stripe, Skip Yellow	LF							
SUB-TOTALS =							\$3.00	\$4.00	
(NOTE: INSERT SUM OF ALL STREETS ON CURRENT PAY ESTIMATE)							PAY ESTIMATE TOTAL =		\$4.00
(NOTE: INSERT SUM OF ALL PREVIOUS PAY ESTIMATES)							PREVIOUS ESTIMATE TOTALS =		\$1.00
(NOTE: TOTAL AMOUNT OF PROJECT TO DATE (CURRENT + PREVIOUS))							TOTAL PROJECT AMOUNT TO DATE (ALL ESTIMATES) =		\$5.00
(NOTE: 10% RETAINAGE FOR TO-DATE TOTAL)							RETAINAGE =		\$0.50
(NOTE: PREVIOUS PAYMENTS RECEIVED BY CONTRACTOR)							PREVIOUS PAYMENTS =		\$1.00
(NOTE: CURRENT AMOUNT DUE (TOTAL - RETAINAGE - PREV. PD))							DUE NOW =		\$3.50