

**Gregory Companies, LLC DBA Murphree Paving**  
**PO Box 3291**

**Tupelo, MS 38803**

**Mississippi License #22120-MC**

**Madison County**  
**Madison County Schools**  
**476 Highland Colony Parkway**  
**Ridgeland, MS 39157**

**Sealed Bids For:**

**Madison County**

**Velma Jackson Parking Lot Paving Improvements**

**Bids 6/25/20 @ 2:00pm**

Contract Documents and Specifications  
For  
Madison County Schools, Ridgeland, Mississippi



VELMA JACKSON HIGH SCHOOL PARKING  
IMPROVEMENTS

JUNE 2020



Prepared By:



137 Executive Drive, Suite F  
Madison, MS 39110  
CL Proj. No. 190213-001

**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
VELMA JACKSON PARKING LOT PAVING IMPROVEMENTS**

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## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Madison County School Board, Ridgeland, Mississippi will receive written sealed bids until the hour of **2:00 o'clock p.m. local time, on June 25, 2020** at the office of the Madison County Schools, 476 Highland Colony Parkway, Ridgeland, MS 39157, for the furnishing of all labor and materials and for the construction of that certain project designated as **"VELMA JACKSON PARKING LOT PAVING IMPROVEMENTS"**. Project Drawings and Specifications are on file and can be viewed at the office of the Madison County Schools, 476 Highland Colony Parkway, Ridgeland, MS 39157.

Bids are for base repair and overlay with striping. The project consists of clearing and grubbing, earthwork, asphalt paving, and related improvements.

The **total** Contract Time will be **30** consecutive calendar days and the liquidated damages will be **\$500.00** per consecutive calendar day thereafter.

A Pre-Bid Conference will be held at the Offices of the Madison County School District, 476 Highland Colony Parkway, Ridgeland, MS 39157 at 2:00 o'clock p.m. local time, on **June 11, 2020**.

Bid security in the form of a bid bond, certified check or cashier's check in the amount equal to 5% of the bid shall be furnished by each bidder as required by the contract documents.

Proposals must be qualified under Mississippi laws and shall hold current Certificates of Responsibility as issued by law.

Copies of the drawings and specifications, together with contract documents, may be viewed at the office of Civil-Link, LLC, 137 Executive Drive Suite F, Madison, Mississippi, 39110, and may be ordered from the office of Civil-Link, LLC 5779 Getwell Rd Bldg B, Southaven, Mississippi, 38672; Telephone No. 662-510-2169, upon payment of **\$100.00** for each set, **none** of which is refundable.

In addition, official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids can also be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

**Award will be made to the lowest and best bidder and the Madison County School Board reserves the right to reject any and all bids and to waive any and all informalities.**

**Madison County Schools, Mississippi**

**BY: Charlotte Seals, Superintendent of Education**

PUBLISH DATES: **May 28, 2020** and **June 4, 2020**

## INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:** Madison County Schools, Mississippi, is requesting bids until 2:00 p.m. local time on June 18, 2020, at office of Madison County Schools, 476 Highland Colony Parkway, Ridgeland, MS, 39157. All bids will be reviewed by the engineer and the bid results will be provided to all bidders.
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 an opaque sealed envelope marked as follows:
    1. Bid for construction of **Velma Jackson Parking Lot Paving Improvements.**
    2. Certificate of Responsibility No. 22120-MC.
  - 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, and alternate bid amount, in accordance with the totals bid per various items and schedules of the project Bid Form.
  - B. **Madison County Schools, MISSISSIPPI reserves the right to reject any or all bids and to waive any and all informalities.**
4. **Addenda and Interpretations:**
  - A. Should a bidder find discrepancies in, or omissions from, the drawings or specifications or should be in doubt as to their written meaning, he 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, his Mississippi State 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.** 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 CR work classification(s) qualifies him to perform the type(s) of work required for this project, must be submitted when required by Owner.

- 6. **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.**
- 7. **Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within **ten (10) days** after Notice-of-Award, shall forfeit to the Owner, as liquidated damages, the bid security deposited with his bid.
- 8. **Security for faithful Performance:** Simultaneously with his 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.
- 9. **Law and Regulations:** The bidder'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.
- 10. **Condition of Work:** Each bidder shall visit the site and inform himself 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 his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

11. **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).
12. **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.
13. **Non-Collusion Affidavit:** Contractor must complete the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**
14. **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.
15. **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.**

**Qualifications of Subcontractors: Material and Equipment Suppliers:**

- A. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection.
- B. 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.
- C. 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.
- D. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

- E. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- F. The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material/persons 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 CONTRACTORS the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
  - b. The OWNER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
  - c. If in the opinion of the OWNER, 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.
- 17. **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.
- 18. **Insurance:** The Contractor will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section 4, as enclosed herein for the full term of the Contract.
- 19. **Contract Award:** Award of Contract, if made, shall be within **thirty (30) days** of date of receipt of Bids.
- 20. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" within **five (5) days** after the date of agreement of the contract.
- 21. **Conflicting Language:** If any language in the bid documents (or bidders' response to bid documents) conflicts with language in the Madison County Standard language in A101-2017, A201-2017 or A312 then the language of the AIA documents, as amended by Owner, shall control

**END OF SECTION**



## PROPOSAL

Proposal of Gregory Companies, LLC <sup>dba Murphree Paving</sup> (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a LLC, insert: (corporation, partnership, limited liability company, or individual) to: **Madison County Schools, Mississippi**, (hereinafter called "OWNER"). The BIDDER hereby proposes to perform all WORK for construction of the **Velma Jackson Parking Lot Paving Improvements** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **thirty (30)** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$500.00** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER

1

DATE

6/24/20

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 five (5) 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.

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.

The Engineer is **Civil Link, LLC, 137 Executive Drive, Suite F, Madison, Mississippi, 39110.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount.

**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 other items involved.
6. Owner reserves the right to award any combination of base and 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.

**(SEE FOLLOWING SHEETS FOR BID ITEMS)**

PROPOSAL FORM  
VELMA JACKSON PARKING LOT PAVING IMPROVEMENTS

MADISON COUNTY SCHOOLS, RIDGELAND, MISSISSIPPI

SUBMITTED BY:

Gregory Companies, LLC dba Murphree Paving  
(PLEASE PRINT)

SEAL  
IF BY CORPORATION

SIGNATURE:

HJ

NAME AND TITLE:

Harrison Gregory, President  
(PLEASE PRINT)

ADDRESS:

P.O. Box 3291  
Tupelo, MS 38803

PHONE NUMBER:

662-844-2331

CERTIFICATE OF  
RESPONSIBILITY  
NUMBER

22120-MC

PROPOSAL FORM - ADDENDUM NO 1 6-22-20  
MADISON COUNTY SCHOOLS  
VELMA JACKSON PARKING LOT PAVING IMPROVEMENTS  
MADISON, MISSISSIPPI

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	ESTIMATED QUANTITY	UNIT COST	UNIT COST (WRITTEN)	TOTAL COST
1	Mobilization/Demobilization	LS	1.0	\$5,850.00	Five thousand eight hundred and fifty dollars	\$5,850.00
2	Asphalt Pavement Base Removal and Repair (6" in depth)	SY	1,227.0	\$8.75	Eight dollars and seventy five cents	\$10,736.25
3	Ditch Grading	LF	175.0	\$18.50	Eighteen dollars and fifty cents	\$3,237.50
4	Erosion Control Blanket & Grassing/Seeding	SY	400.0	\$6.25	Six dollars and twenty five cents	\$2,500.00
5	Hot Mix Asphalt (12.5 mm) (2" Overlay)	TON	760.0	\$0	zero dollars	\$0.00
6	OR Hot Mix Asphalt (SC-1, Type 8)(2" Overlay)	TON	760.0	\$112.25	one hundred twelve dollars and twenty five cents	\$85,310.00
7	Hot Mix Asphalt (12.5 mm) (4" Base Repair)	TON	270.0	\$0	zero dollars	\$0.00
8	OR Hot Mix Asphalt (SC-1, Type 8)(4" Base Repair)	TON	270.0	\$132.50	one hundred thirty two dollars and fifty cents	\$35,775.00
9	4" Traffic Stripe (White) (Parking Stripe)	LF	3,250.0	\$1.50	One dollar and fifty cents	\$4,875.00
10	6" Traffic Stripe (Dashed Yellow) (Roadway Striping)	LF	100.0	\$3.50	Three dollars and fifty cents	\$350.00
11	6" Traffic Stripe (Yellow) (Roadway Striping)	LF	200.0	\$3.50	Three dollars and fifty cents	\$700.00
12	4" Traffic Stripe Legend (White) (Gore Striping)	LF	750.0	\$1.50	One dollar and fifty cents	\$1,125.00
13	4" Traffic Stripe Legend (Blue) (ADA Gore Striping)	LF	260.0	\$1.50	one dollar and fifty cents	\$390.00
14	Legend (White) (Stop Bars, Symbols, Text)	SF	225.0	\$1.00	One dollar	\$225.00
15	Legend (Blue) (ADA Symbols)	SF	10.0	\$1.00	One dollar	\$10.00
TOTAL BID						\$151,083.75

**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 \_\_\_\_\_, 2020, 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.

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

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

Notary Public in and for the

County of \_\_\_\_\_  
State of \_\_\_\_\_

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**  
(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned Harrison Gregory, 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 Harrison Gregory who executed the Proposal on behalf of the Company is president/sole member of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: Harrison Gregory

Title: president/sole member

Signature: [Signature]

Date: 6-24-2020

Name: Rebecca Hayes

Signature: [Signature]

Notary Public in and for the

County of Lee

State of Mississippi

(Notarial Seal)

My Commission Expires: Jan. 12, 2021



**END OF SECTION**  
**C-7**



BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Gregory Companies LLC

(Name of Contractor)

1138 D. L. Collums Dr., Tupelo, MS 38801

(Address of Contractor)

a Corporation

(Corporation, Partnership, Limited Liability Company or Individual)

hereinafter called "Principal", and

Western Surety Company

(Name of Surety)

hereinafter called "Surety",

are held and firmly bound unto **Madison County Schools, MISSISSIPPI**, 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 25th day of June, 2020. The Condition of the above obligation is such that whereas the Principal has submitted to **Madison County Schools, Mississippi**, a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of

**Velma Jackson Parking Lot Paving Improvements**

NOW, THEREFORE,

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

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

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

Gregory Companies LLC

(L.S.)

Western Surety Company

Principal

Surety

By: 

  
By: Bailey Menetre, 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

D-2

# 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

**Delores Walters Nokes, Amy W Smith, Dudley Dewitt Wooley, David W Carlisle, James Riley Winchester, George Bailey Menetre, Gus Ford Mosby, Makila Mandisa Burks, Peter John Markow III, Blake Javier Martinez, Individually**

of Jackson, MS, 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 13th day of August, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

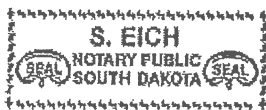
State of South Dakota  
County of Minnehaha

} ss

On this 13th day of August, 2015, 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

February 12, 2021



S. Eich, 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 25th day of June, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**NON-COLLUSION AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Harrison Gregory

(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 Velma Jackson Parking Lot Paving Improvements in the City of Madison, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding 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



Title president

(SEAL)

Sworn before me this 24<sup>th</sup> day of June, 2020.

My commission expires Jan. 12, 2021



Notary Public



**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, Harrison Gregory  
(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 Velma Jackson Parking Lot Paving Improvements in the City of Madison, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding 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 [Signature]

Title president

(SEAL)

Sworn before me this 24<sup>th</sup> day of June, 2020.

My commission expires Jan. 12, 2021 Rebecca Hayes Notary Public



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

**END OF SECTION  
E-2**

**Addendum No. 1**  
**Velma Jackson Parking Lot Paving Improvements**  
**Civil-Link Project No. 180207-004**  
**Date: 6-22-20**

**Clarifications:**

1. Saw-cutting of existing pavement NOT required
2. Key way required at asphalt tie in to all existing asphalt sections, milling for Key Way is cost absorbed
3. No asphalt milling required other than Key Way at tie in locations. Asphalt milling shown on plans quantity sheet is NOT included on the bid sheet.
4. Asphalt repair depth not to exceed 4 inches unless authorized by the engineer, depending on conditions upon removal of existing asphalt sections asphalt repair could be less than 4 inches. Asphalt Pavement Base Removal and Repair (4 IN DEPTH) sy 1227 IS REVISED ON ATTACHED BID SHEET.
5. Grading on west side of parking lot is to create positive drainage away from the building and away from edge of asphalt. Grading limits will be only the amount necessary to create positive drainage which may be less than those indicated on the plans. Contractor will be compensated for the total linear foot of length graded not to exceed contract quantity.
6. Disposal location for the asphalt or other material removed from the parking lot shall be on school property as indicated on the map attached to this addendum. Disposal area shall be graded to create positive drainage such that it may be easily maintained by Madison County Schools. Contractor shall correct any areas that are damaged by the hauling of material to the disposal area to the satisfaction of MCS and the engineer.
7. Item No 12 on the bid sheet shall be bid as L.F.
8. No beads are required in the traffic striping for this project.
9. The parking spaces are NOT required to be numbered.
10. Owner shall provide testing to be performed by Ladner Testing. Contractor shall notify engineer and Ladner when tests are required.
- 11.

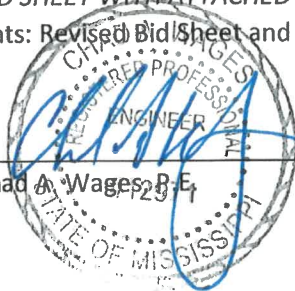
**Revisions:**

1. Replace *BID SHEET WITH ATTACHED BID SHEET ADDENDUM NO 1 6-22-20*
2. Attachments: Revised Bid Sheet and Disposal Location Map

Prepared by:

Chad A. Wages, P.E.

Date 6-22-20



6-22-20

HM

6-24-20



