

**DANIELLE COVE DRAINAGE IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (#2024-037PW)**

Proposal of Townes Construction Co., Inc (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of Mississippi, doing business as Townes Construction\*  
Co. Inc "a Corporation"

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for DANIELLE COVE DRAINAGE IMPROVEMENTS within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

#1 July 3, 2024

\*Insert "a corporation", "a partnership", or "an individual" as applicable

**DANIELLE COVE DRAINAGE IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2024-037PW)**

The BIDDER agrees to perform all WORK for the construction of **DANIELLE COVE DRAINAGE IMPROVEMENTS** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

**CONTRACT – DANIELLE COVE DRAINAGE IMPROVEMENTS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	One hundred fifty thousand dollars 150,000.00	\$ 150,000.00
2.	Clearing and Grubbing	1 L.S.	forty-one thousand dollars 41,000.00	\$ 41,000.00
3.	Removal of Pipes (All Type) (All Sizes)	788 L.F.	fifteen dollars 15.00	\$ 11,820.00
4.	Removal of Inlet	8 EA.	five hundred dollars 500.00	\$ 4,000.00
5.	Removal of Rip Rap	90 S.Y.	two ten dollars 20.00	\$ 1,800.00
6.	Removal of Fence (All Types)	1,047 L.F.	ten dollars 10.00	\$ 10,470.00
7.	Erosion Control Measures	1 L.S.	three thousand dollars 3,000.00	\$ 3,000.00
8.	Earthwork	1 L.S.	eighteen thousand nine hundred seventy five dollars 18,975.00	\$ 18,975.00
9.	Flowable Fill	20 C.Y.	three hundred fifty dollars 350.00	\$ 7,000.00

10.	Roadway Repair	1 L.S.	four thousand dollars 4,000.00	\$ 4,000.00
11.	15" HP Pipe	62 L.F.	forty dollars 40.00	\$ 2,480.00
12.	24" HP Pipe	328 L.F.	fifty-seven dollars 57.00	\$ 18,696.00
13.	30" HP Pipe	173 L.F.	seventy-nine dollars 79.00	\$ 13,667.00
14.	36" HP Pipe	125 L.F.	ninety-one dollars 91.00	\$ 11,375.00
15.	51"x31" Reinforced Concrete Arch Pipe	88 L.F.	one hundred seventy-five dollars 175.00	\$ 15,400.00
16.	51"x31" Reinforced Concrete Arch Flared End Section	1 EA.	two thousand three hundred dollars 2,300.00	\$ 2,300.00
17.	Grate Inlet	5 EA.	five thousand two hundred dollars 5,200.00	\$ 26,000.00
18.	Tupelo Standard Inlet	3 EA.	four thousand three hundred dollars 4,300.00	\$ 12,900.00
19.	Median Inlet	1 EA.	four thousand eight hundred dollars 4,800.00	\$ 4,800.00
20.	Concrete Paved Ditch	990 S.Y.	eight dollars 8.00	\$ 7,920.00
21.	Chain Link Fence	350 L.F.	thirty-eight dollars 38.00	\$ 13,300.00
22.	Wood Fence	685 L.F.	thirty-five dollars 35.00	\$ 23,975.00
23.	Maintenance of Traffic	1 L.S.	two thousand five hundred dollars 2,500.00	\$ 2,500.00

24.	Solid Sodding	4,320 S.Y.	<u>three dollars</u> <u>eighty cents</u> <u>3.80</u>	\$ <u>16,416.00</u>
25.	Construction Fencing (Security Containment)	3,200 L.F.	<u>ten dollars</u> <u>10.00</u>	\$ <u>32,000.00</u>

**TOTAL OF BID ITEMS (1-25)** \$ 455,794.00

~~\$ Four hundred fifty five thousand seven hundred ninety four dollars~~  
**(TOTAL IN WORDS)**

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Townes Construction Co., Inc  
 Signature [Handwritten Signature]  
 Title President  
 Address 16398 Hwy 8 West  
Grenada Ms 38901

Attest: [Handwritten Signature]  
 SEAL (if Bid is by a Corporation)



BID BOND

BOND NO. None

KNOW ALL MEN BY THESE PRESENTS, That we, Townes Construction Co., Inc.  
16398 Hwy 8 West, Grenada, MS 38901 as Principal, and Atlantic Specialty Insurance Company, a  
corporation duly organized under the laws of the State of New York, as Surety, are held and firmly bound unto  
City of Tupelo, MS as Obligee, in  
the sum of Five Percent of Bid Amount  
(\$ 5% of Bid ) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for Danielle Cove Drainage Improvements  
Bid No.2024-037PW, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the  
Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's  
bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full  
force and effect.

Signed and sealed this 9th day of July 2024.

[Signature]  
Witness

Townes Construction Co., Inc.

BY: [Signature]  
Principal

ITS: President

[Signature]  
Witness Amanda Charfauros

**Atlantic Specialty Insurance Company**

BY: [Signature]  
Attorney-In-Fact John G. Raines



605 Highway 169 North, Suite 800  
Plymouth, Minnesota, USA 55441  
Web: [intactspecialty.com/surety](http://intactspecialty.com/surety)  
E-mail: [surety@intactinsurance.com](mailto:surety@intactinsurance.com)



# 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: **Amanda Jean Charfauros, David Ray Robertson, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark, Sherrill Kelley, Tammy D. Vernon**, 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.

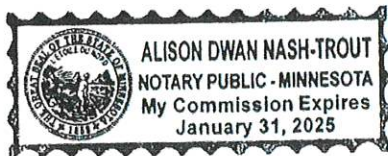
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.


STATE OF MINNESOTA  
HENNEPIN COUNTY



By   
Sarah A. Kolar, Vice President and General Counsel

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



  
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 9th day of July, 2024.



  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2025



## CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: July 03, 2024

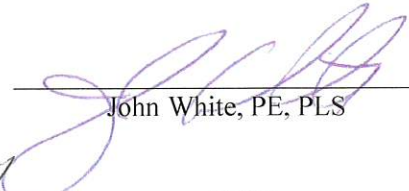
NAME OF PROJECT: **DANIELLE COVE DRAINAGE IMPROVEMENTS**

OWNER: City of Tupelo

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

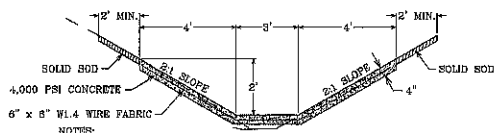
### 1. CONSTRUCTION PLANS

- Replace Plan Sheet 4 (MD1 – MISCELLANEOUS DETAILS) with the attached Plan Sheet 4 (MD1 – MISCELLANEOUS DETAILS) dated 07/03/2024. This sheet has been amended to reflect changes to the construction fence detail requirements.

  
\_\_\_\_\_  
John White, PE, PLS

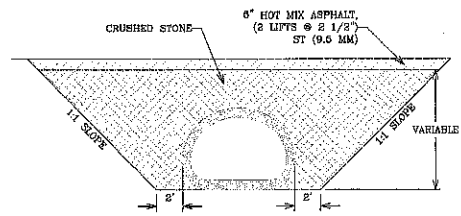
*Accepted*  
*James H. [unclear]*

*7-3-2024*

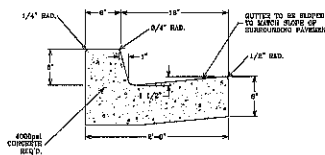


- NOTES:
1. CONCRETE DITCHES SHALL BE GROOVED AT 20' INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
  2. CHAIR SUPPORTS FOR THE WIRE FABRIC SHALL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE FABRIC IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.

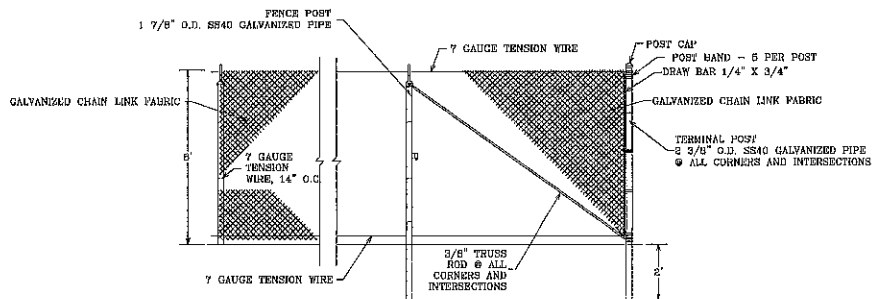
3. FLATBOTTOM CONCRETE DITCH DETAIL  
SCALE: NOT TO SCALE



ROADWAY REPAIR SECTION  
SCALE: NOT TO SCALE



CURB AND GUTTER DETAIL  
SCALE: NOT TO SCALE



CONSTRUCTION FENCE  
SCALE: NOT TO SCALE



1324 N. VETERANS BLVD.  
TUFELLO MS 38801  
PHONE 662-818-0664  
FAX 662-818-0661

189 JUNGLEHILL DRIVE  
PO BOX 511  
DUN COTLOCK MS 38865  
PHONE 662-891-1525  
FAX 662-891-1728

PROJECT TITLE  
DANNIELE COVE DRAINAGE  
IMPROVEMENTS

OWNER  
CITY OF TUPPER LO  
LOCATION  
TUPPER LO, MISSISSIPPI

REVISIONS

NO.	DATE
1	2014.02.07
2	
3	

DATE: 02/07/14  
DRAWN: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

T23-430  
MISCELLANEOUS  
DETAILS