

PROPOSAL

Proposal of Townes Construction Co, Inc (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

"CHICKASAW TRAIL DRAINAGE 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 the written "NOTICE TO PROCEED" and to fully complete the Project within 60 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: NONE DATE: _____
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.

BID FORM - BID NO. 2024-039PW
CITY OF TUPELO, MISSISSIPPI
CHICKASAW TRAIL DRAINAGE IMPROVEMENTS
MAY 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	25,081.00	25,081.00
2	CLEARING & GRUBBING	LS	1	22,090.00	22,090.00
3	REMOVAL & REPLACEMENT OF CHAIN LINK FENCE	LF	140	20.00	2,800.00
4	GRANULAR PIPE TRENCH STABILIZATION	CY	120	90.00	10,800.00
5	RIP - RAP	TON	15	75.00	1,125.00
6	BORROW EXCAVATION	CY	2700	15.50	41,850.00
7	EXCESS EXCAVATION	CY	240	15.00	3,600.00
8	6" PVC DRAINAGE PIPE	LF	15	50.00	750.00
9	6" PVC DRAIN PIPE COUPLE - 45° BEND	EA	1	25.00	25.00
10	15" REINF. CONCRETE PIPE	LF	8	58.00	464.00
11	18" REINF. CONCRETE PIPE	LF	16	58.00	928.00
12	30" HDPE DRAINAGE PIPE	LF	720	54.00	38,880.00
13	58" X 36" REINF. CONCRETE ARCH PIPE	LF	160	237.00	37,920.00
14	58" X 36" REINF. CONCRETE FLARED END SECTION	EA	1	2,700.00	2,700.00
15	73" X 45" REINF. CONCRETE ARCH PIPE	EA	216	331.00	71,496.00
16	5' X 7' REINF. CONCRETE INLET W/ 3' X 3' CAST IRON GRATE	EA	2	5,200.00	10,400.00
17	5' X 9' REINF. CONCRETE INLET W/ 3' X 3' CAST IRON GRATE	EA	6	5,950.00	35,700.00
18	REINF. CONCRETE HEADWALL, DOUBLE 30" OPENING	EA	1	2,200.00	2,200.00
19	CONCRETE, CLASS B	CY	12	350.00	4,200.00
20	CONNECT TO EXISTING PIPES	EA	6	200.00	1,200.00
21	SOLID SODDING	SY	3500	4.00	14,000.00
22	TEMPORARY FENCING / BARRIER	LS	1	2,800.00	2,800.00
23	EROSION CONTROL	LS	1	1,500.00	1,500.00
24	UTILITY POLE RELOCATION	LS	1	\$7,500.00	\$7,500.00
25	CONTINGENCY	LS	1	\$50,000.00	\$50,000.00
TOTAL					390,009.00

BID FORM - BID NO. 2024-039PV
CITY OF TUPELO, MISSISSIPPI
CHICKASAW TRAIL DRAINAGE IMPROVEMENTS
MAY 2024

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

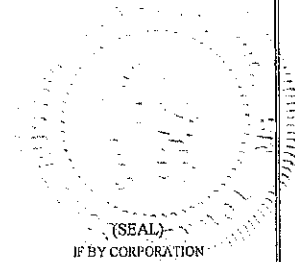
RESPECTFULLY SUBMITTED BY: Townes Construction Co., Inc
(PLEASE PRINT)

SIGNATURE: Armstead Townes IV

NAME AND TITLE: Armstead Townes IV / President
(PLEASE PRINT)

ADDRESS: 11398 Hwy 8 West
Grenada MS 38901

PHONE NUMBER: (662) 226-4816



CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

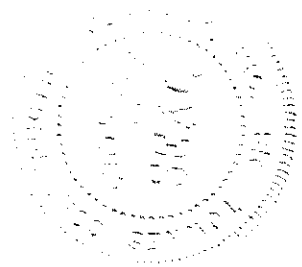
I, Lena Townes certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Armstrong Townes LLC who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation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

Name: Lena Townes

Title: Secretary

Signature: Lena Townes

(CORPORATE SEAL)



NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Yalobusha

I, Armstead Townes II
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Townes Construction Co, Inc
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That Townes Construction Co, Inc, Bidder on the "CHICKASAW TRAIL DRAINAGE IMPROVEMENTS" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Armstead Townes II

Title President

(SEAL)

Sworn before me this 30th day of July, 2024.

Estella R. Townes, Notary Public

My commission expires August 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 Yalobusha

I, Armstead Townes II
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Townes Construction Co, Inc
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That Townes Construction Co, Inc, Bidder on the "CHICKASAW TRAIL DRAINAGE IMPROVEMENTS" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Armstead Townes II

Title President

(SEAL)

Sworn before me this 30th day of July, 2024.

[Signature], Notary Public

My commission expires August 12, 2026



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



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.

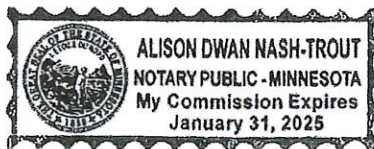
STATE OF MINNESOTA
HENNEPIN COUNTY



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 1st day of August, 2024.

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary