

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

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

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\*

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for PEMBERTON AVENUE 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 12-5-24  
clarification 11-27-24

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

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2024-066PW)**

The BIDDER agrees to perform all WORK for the construction of PEMBERTON AVENUE 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 – PEMBERTON AVENUE 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.	<u>22,500.00</u> <u>twenty-two thousand five hundred dollars</u>	\$ <u>22,500.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>Twenty Three thousand Five Hundred Dollars</u> <u>23,500.00</u>	\$ <u>23,500.00</u>
3.	Removal of Inlet	6 EA.	<u>500.00</u> <u>five hundred dollars</u>	\$ <u>3,000.00</u>
4.	Removal of Pipes (All Sizes)	407 L.F.	<u>18.00</u> <u>eighteen dollars</u>	\$ <u>7,326.00</u>
5.	Removal of Fence (All Types)	200 L.F.	<u>12.00</u> <u>twelve dollars</u>	\$ <u>2,400.00</u>
6.	Removal of Concrete Driveway	42 S.Y.	<u>30.00</u> <u>thirty dollars</u>	\$ <u>1,260.00</u>
7.	Roadway Repair	1 L.S.	<u>15,000.00</u> <u>fifteen thousand dollars</u>	\$ <u>15,000.00</u>

8.	42" x 29" CMP (Polymer Coated)	142 L.F.	<u>131.00</u> <u>one hundred</u> <u>thirty-one dollars</u>	\$ <u>18,602.00</u>
9.	30" CMP (Polymer Coated)	525 L.F.	<u>110.00</u> <u>one hundred ten</u> <u>dollars</u>	\$ <u>57,750.00</u>
10.	Grate Inlet	3 EA.	<u>5,500.00</u> <u>five thousand</u> <u>five hundred dollars</u>	\$ <u>16,500.00</u>
11.	Tupelo Standard Inlet (Single)	1 EA.	<u>3,000.00</u> <u>three thousand</u> <u>dollars</u>	\$ <u>3,000.00</u>
12.	Tupelo Standard Inlet (Double)	1 EA.	<u>6,000.00</u> <u>six thousand</u> <u>dollars</u>	\$ <u>6,000.00</u>
13.	Inlet Modification	1 EA.	<u>2,500.00</u> <u>two thousand</u> <u>five hundred dollars</u>	\$ <u>2,500.00</u>
14.	Concrete Driveway	42 S.Y.	<u>.80.00</u> <u>eighty dollars</u>	\$ <u>3,360.00</u>
15.	Wood Fence	200 L.F.	<u>26.00</u> <u>twenty six</u> <u>dollars</u>	\$ <u>5,200.00</u>
16.	Construction Fencing	612 L.F.	<u>3.00</u> <u>three dollars</u>	\$ <u>1,836.00</u>
17.	Temporary Erosion Control	1 L.S.	<u>2,000.00</u> <u>two thousand</u> <u>dollars</u>	\$ <u>2,000.00</u>
18.	Solid Sodding	875 S.Y.	<u>5.00</u> <u>five dollars</u>	\$ <u>4,375.00</u>
19.	Maintenance of Traffic	1 L.S.	<u>2,000.00</u> <u>two thousand</u> <u>dollars</u>	\$ <u>2,000.00</u>

TOTAL OF BID ITEMS (1-19)

\$ 198,109.00

\$ One Hundred Ninety Eight Thousand One Hundred Nine Dollars and No Cents  
(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 Const. Co Inc  
Signature Amstead Townes III  
Title President  
Address 16398 Hwy 8 West  
Meranda, MS 38901

Attest: Lena Townes  
SEAL (if Bid is by a Corporation)



BID BOND

BOND NO. N/A

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 Amount ) 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 Bid #2024-066PW  
Pemberton Avenue Drainage Improvements, 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 12th day of December 2024.

Townes Construction Co., Inc.

[Signature]  
Witness

BY: [Signature]  
Principal

ITS: President

**Atlantic Specialty Insurance Company**

[Signature]  
Witness Amanda Charfauros

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.

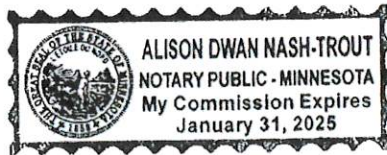
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.


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 12th day of December, 2024.

This Power of Attorney expires  
January 31, 2025



  
Kara L.B. Barrow, Secretary