

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

"ENDVILLE ROAD WIDENING/SAFETY 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 120 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: "NONE"

NUMBER: _____ 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.

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 (\$ _____) 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
 ENDVILLE ROAD SAFETY IMPROVEMENTS
 CITY OF TUPELO, MISSISSIPPI
 JULY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	66,500.00	66,500.00
2	CLEARING & GRUBBING	LS	1	66,500.00	66,500.00
3	SAW-CUTTING	LF	160	15.00	2,400.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	670	20.00	13,400.00
5	REMOVAL OF ASPHALT DRIVEWAY PAVEMENT	SY	280	20.00	5,600.00
6	REMOVAL OF CONCRETE CURB & GUTTER	LF	60	25.00	1,500.00
7	REMOVAL OF EXISTING 12" HDPE	LF	22	25.00	550.00
8	REMOVAL OF EXISTING 12" CMP	LF	40	25.00	1,000.00
9	REMOVAL OF EXISTING 15" HDPE	LF	25	25.00	625.00
10	REMOVAL OF EXISTING 15" CMP	LF	42	25.00	1,050.00
11	REMOVAL OF EXISTING 15" RCP	LF	40	25.00	1,000.00
12	REMOVAL OF EXISTING 18" HDPE	LF	20	25.00	500.00
13	REMOVAL OF EXISTING 24" HDPE	LF	30	25.00	750.00
14	REMOVAL OF BRICK/MASONRY MAILBOX	EA	2	500.00	1,000.00
15	REMOVAL / REINSTALL EXISTING MAILBOX	EA	5	400.00	2,000.00
16	REMOVE / REINSTALL FIRE HYDRANT ASSEMBLY	EA	2	3,000.00	6,000.00
17	REMOVE / REINSTALL STREET SIGNS	EA	8	250.00	2,000.00
18	REMOVE / REINSTALL EXISTING WIRE FENCE & POSTS	LF	1050	12.00	12,600.00
19	15" HDPE DRAIN PIPE	LF	3,045	32.00	97,440.00
20	15" HDPE DRAIN PIPE 90 DEGREE BEND FITTING	EA	1	320.00	320.00
21	15" RCP DRAIN PIPE	LF	195	52.00	10,140.00
22	15" RCP FLARED END SECTION	EA	18	858.00	15,444.00
23	18" x 11" RCAP DRAIN PIPE	LF	24	72.00	1,728.00
24	18" HDPE DRAIN PIPE	LF	210	36.00	7,560.00
25	18" HDPE DRAIN PIPE 90 DEGREE BEND FITTING	EA	1	439.00	439.00
26	18" RCP DRAIN PIPE	LF	115	55.00	6,325.00
27	18" RCP FLARED END SECTION	EA	1	924.00	924.00

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 CITY OF TUPELO, MISSISSIPPI
 JULY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
28	24" HDPE DRAIN PIPE	LF	38	46.00	1,748.00
29	24" HDPE FLARED END SECTION	EA	3	676.00	2,028.00
30	CONCRETE, FLOWABLE FILL (EXISTING 18" CMP)	CY	9	450.00	4,050.00
31	CONCRETE, CLASS B (PIPE CONNECTIONS)	CY	10	1,000.00	10,000.00
32	CONCRETE DRAINAGE STRUCTURES	CY	5	1,200.00	6,000.00
33	REINFORCED CONCRETE JUNCTION BOX	EA	4	3,500.00	14,000.00
34	REINFORCED CONCRETE GRATE INLET	EA	5	3,000.00	15,000.00
35	REINFORCED CONCRETE CURB INLET	EA	15	3,500.00	52,500.00
36	REINFORCED CONCRETE CURB INLET W/ EXTENSION	EA	10	4,700.00	47,000.00
37	REINFORCED CONCRETE CURB & GUTTER	LF	4560	26.45	120,612.00
38	COLD MILLING OF ASPHALT PAVEMENT	SY	400	50.00	20,000.00
39	ASPHALT SURFACE COURSE, 9.5 MM MIX	TONS	1500	184.00	276,000.00
40	ASPHALT BASE COURSE, 19 MM MIX	TONS	1000	162.00	162,000.00
41	CRUSHED STONE SUB-BASE MATERIAL	TONS	2450	46.00	112,700.00
42	EXCESS EXCAVATION	CY	500	20.00	10,000.00
43	BORROW EXCAVATION	CY	900	30.00	27,000.00
44	UNCLASSIFIED EXCAVATION	CY	1,650	9.00	14,850.00
45	BRICK/MASONRY MAILBOX (MATCH EXISTING)	EA	2	1,200.00	2,400.00
46	SILT FENCE	LF	4,500	4.00	18,000.00
47	WADDLES	EA	100	6.00	600.00
48	THERMOPLASTIC LEGEND, WHITE, SYMBOL	SF	200	13.20	2,640.00
49	THERMOPLASTIC LEGEND, WHITE, 24" STOP BAR	LF	40	11.00	440.00
50	THERMOPLASTIC DETAIL STRIPE, CONTINUOUS WHITE	LF	1,200	3.30	3,960.00
51	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	LF	4,500	1.65	7,425.00
52	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	4,350	1.65	7,177.50
53	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	2,500	1.10	2,750.00

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GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Townes Construction Co., Inc, 16398 Hwy 8, West
Grenada, MS 38901

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Tupelo, 71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Bid Amount, Dollars (\$ 5% of amount bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

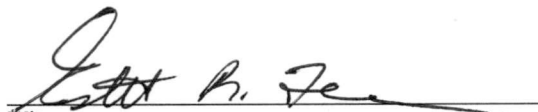
Project: Endville Road Widening/Safety Improvements
Bid No. 2023-022PW

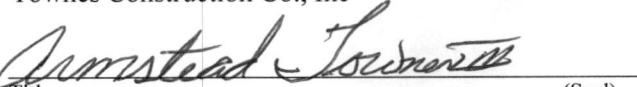
Bid Date: 8/30/2023


The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2023.


Witness

Townes Construction Co., Inc

Title (Seal)

Granite Re, Inc.

Attorney in Fact John G. Raines (Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY
 My lawful Attorney-in-Fact(s) for the following purposes:



Kenneth D. Whittington
 Kenneth D. Whittington, President

Kyle P. McDonald
 Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
 April 21, 2023
 Commission #: 11003620



Bethany J. Alred
 Notary Public

GRANITE RE, INC.
 Certificate

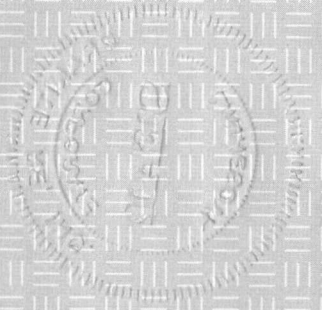
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
30th day of August, 20 23.



Kyle P. McDonald
 Kyle P. McDonald, Assistant Secretary



SECTION D: BID FORM
 ENDVILLE ROAD SAFETY IMPROVEMENTS
 CITY OF TUPELO, MISSISSIPPI
 JULY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
54	4" PAINT TEMPORARY TRAFFIC STRIPE, CONTINOUS WHITE	LF	4,500	0.55	2,475.00
55	4" PAINT TEMPORARY TRAFFIC STRIPE, CONTINOUS YELLOW	LF	4,350	0.55	2,392.50
56	4" PAINT TEMPORARY TRAFFIC STRIPE, SKIP YELLOW	LF	2,500	0.55	1,375.00
57	SOLID SODDING	SY	5600	5.00	28,000.00
58	GRASSING/SEEDING/FERTILIZER	AC	2	3,000.00	6,000.00
59	UTILITY RELOCATION	LS	1	\$10,000.00	\$10,000.00
60	TEMPORARY TRAFFIC CONTROL / BARRIERS	LS	1	50,000.00	50,000.00

BID TOTAL 1,366,418.00

1,366,418.00

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND 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 CLOSEOUT OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS.

RESPECTFULLY SUBMITTED BY: Armstead Townes III TOWNES Construction Co. INC.
(PLEASE PRINT)

SIGNATURE: Armstead Townes III

NAME AND TITLE: Armstead Townes III Pres: dett (SEAL)
(PLEASE PRINT) IF BY CORPORATION

ADDRESS: 10398 Hwy 8 West Grenada, MS 38901

PHONE NUMBER: 662-417-0101



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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 Armstead Townes III 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

Date: 8/30/2023

(CORPORATE SEAL)

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NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Yalobusha

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

individually, and in my capacity as President
(title)

of Townes Construction Co., LLC
(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., LLC, Bidder on the "ENDVILLE ROAD WIDENING/SAFETY 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 III

Title President



(SEAL)
Sworn before me this 29 day of August, 2023.

Esther A. Lee, Notary Public

My commission expires August 12 2024

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 III
(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 "ENDVILLE ROAD WIDENING/SAFETY 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 III

Title President

(SEAL)
Sworn before me this 29 day of August, 2023.

Estella R. Townes, Notary Public

My commission expires August 12 2024



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