

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

"VAN BUREN AVE. 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 a written "NOTICE TO PROCEED" and to fully complete the Project within 45 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: #1 DATE: July 17, 2023
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.

ADDENDUM #1

**City of Tupelo, Mississippi
Van Buren Ave. Drainage Improvements
Bid No. 2023-032PW**

July 17, 2023

The Contract Documents, Plans and Specifications shall be amended/clarified as set forth herein below:

1. Remove the Bid Form from Section D – Proposal and replace with the attached Bid Form (Sheets D-4a and D-4b).

Bidders shall acknowledge receipt of this addendum on Page D-1 of the Proposal Form.

(s/b) Dustin D. Dabbs
Dustin D. Dabbs, P.E.
Project Manager

Armstead Townsend
July 17 2023

BID FORM - BID NO. 2023-032PW
CITY OF TUPELO, MISSISSIPPI
VAN BUREN DRAINAGE IMPROVEMENTS
07/17/2023 - ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	26,315.00	26,315.00
2	CLEARING & GRUBBING	LS	1	9,815.00	9,815.00
3	REMOVE & REPLACE STREET SIGN	EA	1	900.00	900.00
4	REMOVE & REPLACE ELECTRICAL	LS	1	800.00	800.00
5	REMOVAL OF CHAIN LINK FENCE	LF	50	20.00	1,000.00
6	REMOVAL OF ASPHALT PAVEMENT	SY	200	20.00	4,000.00
7	REMOVAL OF CONCRETE DRIVEWAY	SY	15	20.00	300.00
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	345	12.00	4,140.00
9	REMOVAL OF EXISTING GRATE INLET	EA	1	2,000.00	2,000.00
10	REMOVAL OF EXISTING CURB INLET	EA	5	2,000.00	10,000.00
11	REMOVAL OF 36" RCP	LF	32	30.00	960.00
12	REMOVAL OF 48" CMP	LF	602	15.00	9,030.00
13	CHAIN LINK FENCE	LF	50	40.00	2,000.00
14	ASPHALT SURFACE COURSE	TONS	25	400.00	10,000.00
15	ASPHALT BASE COURSE	TONS	35	400.00	14,000.00
16	CONCRETE DRIVEWAY PAVEMENT	SY	15	75.00	1,125.00
17	SAWCUTTING	LF	150	15.00	2,250.00
18	CRUSHED STONE SUB-BASE MATERIAL	TONS	130	75.00	9,750.00
19	BORROW EXCAVATION	CY	50	40.00	2,000.00
20	36" RCP DRAINAGE PIPE	LF	32	125.00	4,000.00
21	58" X 36" RCAP DRAINAGE PIPE	LF	612	244.00	149,328.00
22	58" X 36" RCAP FLARED END SECTION	EA	1	2,500.00	2,500.00
23	R.C. GRATE INLET W/3'X3' CAST IRON GRATE, PER PLANS	EA	1	5,800.00	5,800.00
24	R.C. CURB INLET, TYPE SS-2	EA	5	8,250.00	41,250.00
25	14" STEEL CASING RETROFIT	LF	10	250.00	2,500.00
26	CONCRETE, CLASS B	CY	5	2,000.00	10,000.00
27	CONCRETE CURB & GUTTER	LF	350	65.00	22,750.00
28	CONNECT TO EXISTING PIPES	EA	2	2,000.00	4,000.00
29	SOLID SODDING	SY	1200	6.00	7,200.00
30	EROSION CONTROL	LS	1	5,500.00	5,500.00
31	LANDSCAPING	LS	1	1,800.00	1,800.00
32	TEMPORARY POWER POLE SUPPORT	LS	1	3,000.00	3,000.00
33	TEMPORARY FENCING	LS	1	3,500.00	3,500.00
TOTAL					373,513.00

BID FORM - BID NO. 2023-032PW
CITY OF TUPELO, MISSISSIPPI
VAN BUREN DRAINAGE IMPROVEMENTS
JUNE, 2023

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: Towones Construction Co. inc
(PLEASE PRINT)

SIGNATURE: Armstead Townes

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

(SEAL)
IF BY CORPORATION

ADDRESS: 14398 Hwy 8 West
Grenada MS 38901

PHONE NUMBER: (662) 226-7816

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 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 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 "VAN BUREN AVE. 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 government of the United States of America or any of their agencies.

Signature Armstead Townes III

Title Pres.



(SEAL)
Sworn before me this 18th day of July, 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.

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: Van Buren Ave. Drainage Improvements
Bid No. 2023-032PW

Bid Date: 7/21/2023

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 21st day of July, 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.

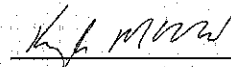
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

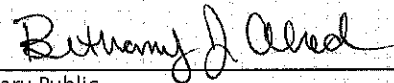


Kyle P. McDonald, Assistant Secretary

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, 2027
Commission #: 11003620





Notary Public

GRANITE RE, INC.
Certificate

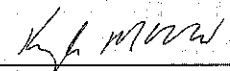
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said 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

21st day of July, 20 23.





Kyle P. McDonald, Assistant Secretary