

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

**"ROBINS FIELD 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 90 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: <u>1</u>	DATE: <u>5.20.24</u>
NUMBER: <u>RFI Response</u>	DATE: <u>5.28.24</u>
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.

BID FORM - BID NO. 2024-020PW  
CITY OF TUPELO, MISSISSIPPI  
ROBINS FIELD DRAINAGE IMPROVEMENTS  
APRIL 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	33,491.00	33,491.00
2	CLEARING & GRUBBING	LS	1	16,691.00	16,691.00
3	REMOVAL OF EXISTING SODDING	SY	10350	0.65	6,727.50
4	REMOVAL OF CONCRETE CURB & GUTTER	LF	270	10.00	2,700.00
5	REMOVAL OF ASPHALT PAVEMENT (WALKING TRACK)	SY	330	6.00	1,980.00
6	REMOVAL OF ASPHALT PAVEMENT (ROADWAY / PARKING LOT)	SY	605	6.00	3,630.00
7	REMOVAL OF CONCRETE SIDEWALK	SY	40	50.00	2,000.00
8	REMOVAL OF GRATE INLETS	EA	7	800.00	5,600.00
9	REMOVAL OF CONCRETE DRAINAGE STRUCTURE, PER PLANS	EA	1	2000.00	2,000.00
10	REMOVAL OF CURB INLETS	EA	4	800.00	3,200.00
11	REMOVAL OF CONCRETE JUNCTION BOX	EA	2	1000.00	2,000.00
12	REMOVAL OF SEWER MANHOLE	EA	2	2000.00	4,000.00
13	REMOVAL OF EXIST. 12" DRAIN PIPE	LF	618	15.00	9,270.00
14	REMOVAL OF EXIST. 15" DRAIN PIPE	LF	222	15.00	3,330.00
15	REMOVAL OF BRICK ARCH CULVERT	LF	725	15.00	10,875.00
16	REMOVAL OF EXIST. 12" SANITARY SEWER PIPE	LF	24	42.00	1,008.00
17	BORROW EXCAVATION	CY	700	20.00	14,000.00
18	EXCESS EXCAVATION	CY	650	10.00	6,500.00
19	CRUSHED STONE BASE MATERIAL FOR PAVING ITEMS	TON	350	40.00	14,000.00
20	GRANULAR RCP PIPE TRENCH STABILIZATION	CY	120	70.00	8,400.00
21	ASPHALT SURFACE COURSE, 9.5 MM MIX	TON	80	175.00	14,000.00
22	ASPHALT BASE COURSE, 19 MM MIX	TON	265	165.00	43,725.00
23	FLOWABLE FILL, NON-EXCAVATABLE	CY	5	300.00	1,500.00
24	CONCRETE CURB, MATCH EXISTING	LF	180	18.00	3,240.00
25	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	155.00	3,100.00
26	REINFORCED CONCRETE JUNCTION BOX, PER PLANS	EA	4	3700.00	14,800.00
27	3'x3' REINFORCED CONCRETE JUNCTION BOX	EA	2	3700.00	7,400.00

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28	3'x3' REINFORCED CONCRETE INLET, WITH GRATE	EA	6	3700.00	22,200.00
29	8'x6' REINFORCED CONCRETE INLET, WITH GRATE	EA	1	6800.00	6,800.00
30	REINFORCED CONCRETE CURB INLET TYPE SS-2	EA	1	3700.00	3,700.00
31	PVC DOUBLE 2' X 3' CURB INLET DRAIN BASIN	EA	2	3700.00	7,400.00
32	REINFORCED CONCRETE JUNCTION BOX W/ MANHOLE ACCESS LID	EA	1	3700.00	3,700.00
33	48" REINFORCED CONCRETE SANITARY SEWER MANHOLE	EA	1	8800.00	8,800.00
34	18" STEEL CASING FOR SANITARY SEWER	LF	10	755.00	7,550.00
35	12" PVC SANITARY SEWER PIPE	LF	34	188.00	6,392.00
36	8" PVC SANITARY SEWER PIPE	LF	102	152.00	15,504.00
37	14" STEEL CASING FOR 8" WATERLINE	LF	10	605.00	6,050.00
38	10" STEEL CASING FOR 4" WATERLINE	LF	10	555.00	5,550.00
39	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	2	4,700.00	9,400.00
40	CONNECT TO EXISTING PIPES	EA	6	600.00	3,600.00
41	CONCRETE, CLASS B	CY	15	800.00	12,000.00
42	15" HDPE DRAINAGE PIPE	LF	840	21.00	17,640.00
43	18" HDPE DRAINAGE PIPE	LF	12	40.00	480.00
44	72" REINFORCED CONCRETE PIPE (RCP)	LF	642	340.00	218,280.00
45	6' X 6' REINFORCED CONCRETE BOX CUVLERT	LF	65	850.00	55,250.00
46	SOLID SODDING	SY	11450	3.65	41,792.50
47	6" TOPSOIL	CY	250	10.00	2,500.00
48	LANDSCAPING	LS	1	2000.00	2,000.00
49	TEMPORARY FENCING / BARRIER	LF	1200	2.75	3,300.00
50	TEMPORARY TRAFFIC CONTROL / BARRIERS	LS	1	4500.00	4,500.00
51	EROSION CONTROL	LS	1	2000.00	2,000.00
52	GAS LINE RELOCATION (AS REQ'D)	LS	1	\$10,000.00	\$10,000.00
53	ELECTRICAL REPAIRS / RELOCATION (AS REQ'D)	LS	1	\$15,000.00	\$15,000.00
54	CONTINGENCY (10%)	LS	1	\$100,000.00	\$100,000.00

TOTAL

830,556.00

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CITY OF TUPELO, MISSISSIPPI  
ROBINS FIELD DRAINAGE IMPROVEMENTS  
APRIL 2024

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

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

SIGNATURE: Armstead Townes III

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

(SEAL)  
IF BY CORPORATION

ADDRESS: 16398 Highway 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 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: Sec treas

Signature: Lena Townes

(CORPORATE SEAL)

\_\_\_\_\_

**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

\_\_\_\_\_; That said firm consists of himself and \_\_\_\_\_; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_



**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

I, the undersigned \_\_\_\_\_, hereby certify that I am the Manager of \_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that \_\_\_\_\_ who executed the Proposal on behalf of the Company is \_\_\_\_\_ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, \_\_\_\_\_, hereby certify that the CONTRACTOR,  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_  
and (check and complete one):

() attached is a copy of the State of \_\_\_\_\_'s current law pertaining to the  
treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants  
resident CONTRACTORS a \_\_\_\_\_ percent preference over nonresident CONTRACTORS for  
similar projects.

() the State of \_\_\_\_\_ has no current law pertaining to the treatment of  
nonresident contractors.

() I claim "resident contractor" status based upon having been qualified to do business in this  
state and having maintained a permanent full-time office in the State of Mississippi for two  
(2) years prior to January 1, 1986. Proof of such claim must be submitted and approved  
before contract is signed.

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Tippah

I, Armistead 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 Const Co, Bidder on the "ROBINS FIELD 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 Armistead Townes III

Title president

(SEAL)  
Sworn before me this 24th day of May, 2024.

Shawn Gray, Notary Public

My commission expires 2-21-28



**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 Tippah

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 Constco, Bidder on the "ROBINS FIELD 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 III

Title President

(SEAL)  
Sworn before me this 21<sup>st</sup> day of May, 2024.

Shawn Gray, Notary Public

My commission expires 2-21-28



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



**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 Bid No. 2024-020PW  
Robins Field 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 30th day of May, 2024.

[Signature]  
Witness

Townes Construction Co., Inc.

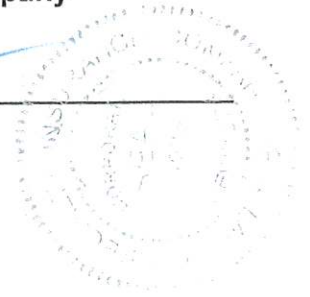
BY: [Signature]  
Principal

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.

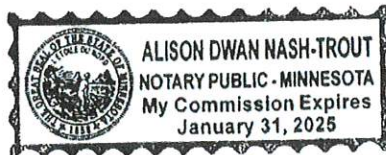
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

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 30th day of May, 2024.



This Power of Attorney expires  
January 31, 2025

  
Kara L.B. Barrow, Secretary