

MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2023-060PW)

Proposal of Townes Construction Co, Inc (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of Mississippi, doing business as Townes Construction Co, Inc  
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 MITCHELL ROAD CROSSDRAINS 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:

NONE

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

The BIDDER agrees to perform all WORK for the construction of MITCHELL ROAD CROSSDRAINS 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 – MITCHELL ROAD CROSSDRAINS**

<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>19,563.00</u> <u>NINETEEN THOUSAND FIVE</u> <u>HUNDRED SIXTY THREE</u> <u>DOLLARS</u>	\$ <u>19,563.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>12,063.00</u> <u>TWELVE THOUSAND SIXTY</u> <u>THREE DOLLARS</u>	\$ <u>12,063.00</u>
3.	Removal of Asphalt Pavement	488 S.Y.	<u>12.00</u> <u>TWELVE DOLLARS</u>	\$ <u>5,856.00</u>
4.	Removal of Pipe (All Type)	204 L. F.	<u>20.00</u> <u>TWENTY DOLLARS</u>	\$ <u>4,080.00</u>
5.	Removal of Flared End Section	8 Each	<u>200.00</u> <u>TWO HUNDRED DOLLARS</u>	\$ <u>1,600.00</u>
6.	Erosion Control Measures	1 L.S.	<u>5,000.00</u> <u>FIVE THOUSAND</u> <u>DOLLARS</u>	\$ <u>5,000.00</u>
7.	Structure Excavation	1,107 C.Y.	<u>12.00</u> <u>TWELVE DOLLARS</u>	\$ <u>13,284.00</u>
8.	Select Borrow Material	815 C.Y.	<u>15.50</u> <u>FIFTEEN DOLLARS</u> <u>FIFTY CENTS</u>	\$ <u>12,632.50</u>
9.	Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<u>200.00</u> <u>TWO HUNDRED</u> <u>DOLLARS</u>	\$ <u>28,600.00</u>
10.	Crushed Stone	304 C.Y.	<u>68.14</u> <u>SIXTY EIGHT DOLLARS</u> <u>FOURTEEN CENTS</u>	\$ <u>20,714.56</u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	93.55 <u>NINETY THREE DOLLARS FIFTY FIVE CENTS</u>	\$ 7,016.25
12.	Flowable Fill	110 C.Y.	190.00 <u>ONE HUNDRED NINETY DOLLARS</u>	\$ 20,900.00
13.	12' x 4' Precast Box Culvert	60 L.F.	1,267.00 <u>ONE THOUSAND TWO HUNDRED SEVENTY SEVEN DOLLARS</u>	\$ 76,020.00
14.	12' x 4' Precast Wing Wall	2 EA.	11,000.00 <u>ELEVEN THOUSAND DOLLARS</u>	\$ 22,000.00
15.	200# Rock Rip Rap	275 Ton	50.00 <u>FIFTY DOLLARS</u>	\$ 13,750.00
16.	Geotextile Fabric	500 S.Y.	2.25 <u>TWO DOLLARS TWENTY FIVE CENTS</u>	\$ 1,125.00
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	174.00 <u>ONE HUNDRED SEVENTY FOUR DOLLARS</u>	\$ 45,936.00
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	2,100.00 <u>TWO THOUSAND ONE HUNDRED DOLLARS</u>	\$ 25,200.00
19.	15" HDPE Pipe	88 L.F.	25.00 <u>TWENTY FIVE DOLLARS</u>	\$ 2,200.00
20.	15" Pipe Collar	1 EA.	800.00 <u>EIGHT HUNDRED DOLLARS</u>	\$ 800.00
21.	15" Branch Connection	2 EA.	1,000.00 <u>ONE THOUSAND DOLLARS</u>	\$ 2,000.00
22.	Maintenance of Traffic	1 L.S.	4,500.00 <u>FOUR THOUSAND FIVE HUNDRED DOLLARS</u>	\$ 4,500.00
23.	Diversion Channel	1 Each	6,000.00 <u>SIX THOUSAND DOLLARS</u>	\$ 6,000.00

24.	Solid Sodding	2,300 S.Y.	<u>6.00</u> <u>SIX DOLLARS</u>	<u>\$ 13,800.00</u>
25.	Construction Fencing	750 L.F.	<u>3.00</u> <u>THREE DOLLARS</u>	<u>\$ 2,250.00</u>

**TOTAL OF BID ITEMS (1-25)** \$ 366,890.31

\$ THREE HUNDRED SIXTY SIX THOUSAND EIGHT HUNDRED NINETY DOLLARS THIRTY ONE 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 Construction Co., Inc.  
 Signature Arminstead Johnson  
 Title President  
 Address 16398 Hwy 8 West  
Overland Mo 65901

Attest: [Signature]  
 SEAL (if Bid is by a Corporation)

# 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 St, 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

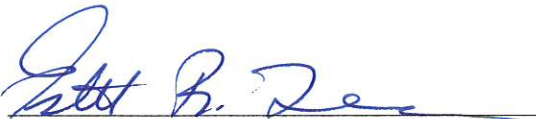
Project: Mitchell Road Crossdrains  
Bid # 2023-060PW

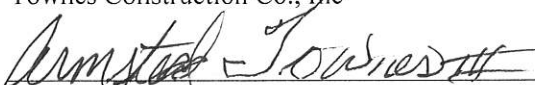
Bid Date: 12/21/2023

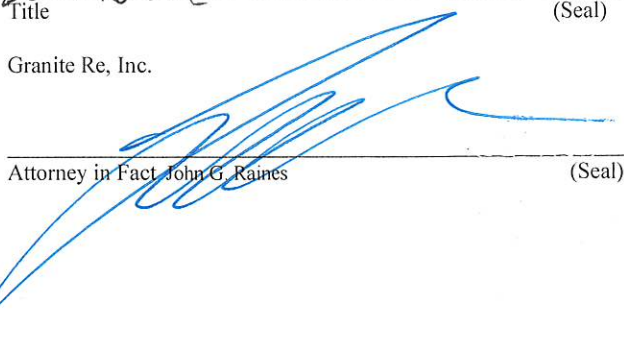
The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with 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 December, 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 31<sup>st</sup> day of July, 2023.

JOHN E. MARCHETTI, DAVID RAY ROBERTSON, JOHN G. RAINES, TAMMY D. VERNON, KELLI E. BURNUM, RITA G. CLARK, SHERRILL A. KELLEY  
Attorney-in-Fact(s)



*Kenneth D. Whittington*  
\_\_\_\_\_  
Kenneth D. Whittington, President

*Kyle P. McDonald*  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )  
  ) SS:  
COUNTY OF OKLAHOMA )

On this 31<sup>st</sup> day of July, 2023, 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



*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  
21st day of December, 2023



*Kyle P. McDonald*  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary