

PROPOSAL

Proposal of Tawnes 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

"FORD CIRCLE – NIXON CIRCLE 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 60 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: NONE 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.

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:** See "SECTION A – Advertisement" bound herewith.

2. **Bids:**
 - A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.

 - B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**

 - C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.

 - D. Submit bids (**in duplicate**) in an opaque sealed envelope marked in the lower left hand corner as follows:
 1. Bid for construction of: "FORD CIRCLE – NIXON CIRCLE DRAINAGE IMPROVEMENTS"

 2. Certificate of Responsibility No. 07443-MC

 - E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**
 - A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.

 - B. The **CITY OF TUPELO** reserves the right to reject any or all bids and to waive any or all informalities.

 - C. The **CITY OF TUPELO** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the City.

BID FORM - BID NO. 2024-023PW
 CITY OF TUPELO, MISSISSIPPI
 FORD CIRCLE - NIXON CIRCLE DRAINAGE IMPROVEMENTS
 APRIL 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	15,000.00	15,000.00
2	CLEARING & GRUBBING	LS	1	9,000.00	9,000.00
3	REMOVAL OF CHAIN LINK FENCE	LF	100	10.00	1,000.00
4	REMOVAL OF WOOD FENCE	LF	200	10.00	2,000.00
5	REMOVAL OF EXISTING GRATE INLET	EA	5	600.00	3,000.00
6	REMOVAL OF EXISTING CURB INLET	EA	2	600.00	1,200.00
7	REMOVAL OF 18" CMP	LF	221	10.00	2,210.00
8	REMOVAL OF 18" RCP	LF	67	15.00	1,005.00
9	REMOVAL OF 24" RCP	LF	300	15.00	4,500.00
10	REMOVAL OF 30" RCP	LF	150	15.00	2,250.00
11	WOODEN PRIVACY FENCE	LF	300	25.00	7,500.00
12	GRANULAR PIPE TRENCH STABILIZATION	CY	40	100.00	4,000.00
13	BORROW EXCAVATION	CY	135	30.00	4,050.00
14	EXCESS EXCAVATION	CY	70	30.00	2,100.00
15	24" REINF. CONCRETE PIPE	LF	70	55.00	3,850.00
16	24" HDPE DRAINAGE PIPE	LF	220	42.00	9,240.00
17	30" HDPE DRAINAGE PIPE	LF	240	57.00	13,680.00
18	30" REINF. CONCRETE PIPE	LF	56	75.00	4,200.00
19	36" REINF. CONCRETE PIPE	LF	152	93.00	14,136.00
20	36" REINF. CONCRETE FLARED END SECTION	EA	1	1,200.00	1,200.00
21	4.5' X 4.5' REINF. CONCRETE INLET W/ 3' X 3' CAST IRON GRATE	EA	3	4,600.00	13,800.00
22	5' X 5' REINF. CONCRETE INLET W/ 3' X 3' CAST IRON GRATE	EA	2	5,250.00	10,500.00
23	REINF. CONCRETE CURB INLET	EA	2	4,600.00	9,200.00
24	CONCRETE, CLASS B	CY	5	250.00	1,250.00
25	CONNECT TO EXISTING PIPES	EA	4	300.00	1,200.00
26	SOLID SODDING	SY	2470	4.25	10,497.50
27	LANDSCAPING	LS	1	1,500.00	1,500.00
28	TEMPORARY POWER POLE SUPPORT / ADJUSTMENTS	EA	1	1,000.00	1,000.00

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29	TEMPORARY FENCING / BARRIER	LS	1	1,500.00	1,500.00
30	EROSION CONTROL	LS	1	1,200.00	1,200.00
31	CONTINGENCY (10%)	LS	1	\$27,000.00	\$27,000.00
TOTAL					183,768.50

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: 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)

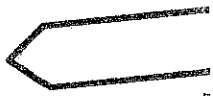
I, Lena Townes certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Armstead Townes, III who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Lena Townes

Title: Secretary

Signature: Lena Townes

(CORPORATE SEAL)



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 Company, 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, Bidder on the "FORD CIRCLE – NIXON CIRCLE 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 12 day of June, 2024.
Shawn Gray, Notary Public
My commission expires 2-21-2028



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 Ford Circle - Nixon Circle Drainage Improvements,
Bid No. 2024-023PW, 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 13th day of June 2024.

Townes Construction Co., Inc.

Witness

BY: Armstead Townes III

Principal

ITS: President

Atlantic Specialty Insurance Company

Amanda Charfauros
Witness

Amanda Charfauros

BY: John G. Raines

Attorney-In-Fact John G. Raines



605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: 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.

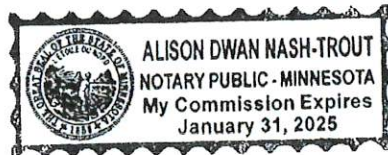
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.


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 13th day of June, 2024.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary