

**BARNES CROSSING ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-030PW) (06-07-2024)

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.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for BARNES CROSSING ROAD BOX CULVERT 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 75 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:

#1-5-30-24 #2-6-7-24 #3-6-10-24

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

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CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-030PW) (06-07-2024)

The BIDDER agrees to perform all WORK for the construction of **BARNES CROSSING ROAD BOX CULVERT** 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 – BARNES CROSSING ROAD BOX CULVERT

<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>39,100.00</u> <u>thirty nine thousand</u> <u>one hundred</u> <u>dollars</u>	\$ <u>39,100.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>28,500.00</u> <u>twenty eight</u> <u>thousand five</u> <u>hundred dollars</u>	\$ <u>28,500.00</u>
3.	Variable Depth Milling	718 S.Y.	<u>5.00</u> <u>five dollars</u>	\$ <u>3,590.00</u>
4.	Removal of Asphalt Pavement	140 S.Y.	<u>15.00</u> <u>fifteen dollars</u>	\$ <u>2,100.00</u>
5.	Removal of Concrete Driveway	65 S.Y.	<u>40.00</u> <u>forty dollars</u>	\$ <u>2,600.00</u>
6.	Removal of Curb (All Type)	326 L. F.	<u>10.00</u> <u>ten dollars</u>	\$ <u>3,260.00</u>
7.	Removal of 72" Steel Culvert	1 L.S.	<u>4000.00</u> <u>four thousand</u> <u>dollars</u>	\$ <u>4,000.00</u>
8.	Removal of Pipes (All Type)	33 L. F.	<u>20.00</u> <u>twenty dollars</u>	\$ <u>660.00</u>
9.	Remove and Replace Fence (Wrought Iron)	150 L. F.	<u>45.00</u> <u>forty five</u> <u>dollars</u>	\$ <u>6,750.00</u>
10.	Remove and Replace Signs	4 EA.	<u>500.00</u> <u>five hundred</u> <u>dollars</u>	\$ <u>2,000.00</u>

11.	Remove and Replace Mailbox (Includes Temp. Relocation)	1 EA.	<u>200.00</u> <u>two hundred</u> <u>dollars</u>	\$ <u>200.00</u>
12.	Adjustment of Utility Appurtenance	1 EA.	<u>1000.00</u> <u>one thousand</u> <u>dollars</u>	\$ <u>1,000.00</u>
13.	Erosion Control Measures	1 L.S.	<u>1500.00</u> <u>one thousand</u> <u>five hundred dollars</u>	\$ <u>1,500.00</u>
14.	Detour	1 L.S.	<u>40,000.00</u> <u>forty thousand</u> <u>dollars</u>	\$ <u>40,000.00</u>
15.	Dewatering	1 L.S.	<u>13,000.00</u> <u>thirteen thousand</u> <u>dollars</u>	\$ <u>13,000.00</u>
16.	Structure Excavation	476 C.Y.	<u>10.00</u> <u>ten dollars</u>	\$ <u>4,760.00</u>
17.	Select Borrow Material	500 C.Y.	<u>17.00</u> <u>seventeen</u> <u>dollars</u>	\$ <u>8,500.00</u>
18.	Hot Mix Asphalt, ST (9.5 MM)	106 Ton	<u>250.00</u> <u>two hundred</u> <u>fifty dollars</u>	\$ <u>26,500.00</u>
19.	Crushed Stone	37 C.Y.	<u>85.00</u> <u>eighty-five</u> <u>dollars</u>	\$ <u>3,145.00</u>
20.	Bedding Material (Type 1 DOT Aggregate)	108 C.Y.	<u>90.00</u> <u>ninety dollars</u>	\$ <u>9,720.00</u>
21.	Bedding Material (Crushed Stone)	38 C.Y.	<u>85.00</u> <u>eighty-five</u> <u>dollars</u>	\$ <u>3,230.00</u>
22.	16' x 6' Precast Box Culvert	52 L.F.	<u>2017.00</u> <u>two thousand</u> <u>seventeen dollars</u>	\$ <u>104,884.00</u>
23.	16' x 6' Precast Wing Wall	2 EA.	<u>19,980.00</u> <u>nineteen thousand</u> <u>nine hundred eighty</u> <u>dollars</u>	\$ <u>39,960.00</u>
24.	Grate Inlet	1 EA.	<u>4500.00</u> <u>four thousand</u> <u>five hundred dollars</u>	\$ <u>4,500.00</u>

25.	15" HP Pipe	51 L.F.	<u>35.00</u> thirty five dollars	\$ <u>1,785.00</u>
26.	200# Rock Rip Rap	200 Ton	<u>60.00</u> sixty dollars	\$ <u>12,000.00</u>
27.	Geotextile Fabric	140 S.Y.	<u>5.00</u> five dollars	\$ <u>700.00</u>
28.	Concrete Curb and Gutter	326 L.F.	<u>32.00</u> thirty two dollars	\$ <u>10,432.00</u>
29.	Concrete Driveway	75 S.Y.	<u>80.00</u> eighty dollars	\$ <u>6,000.00</u>
30.	Concrete Paved Flume	13 S.Y.	<u>250.00</u> two hundred fifty dollars	\$ <u>3,250.00</u>
31.	Maintenance of Traffic	1 L.S.	<u>8,500.00</u> eight thousand five hundred dollars	\$ <u>8,500.00</u>
32.	Solid Sodding	130 S.Y.	<u>6.00</u> six dollars	\$ <u>780.00</u>
33.	Construction Fencing	220 Lin. Ft.	<u>2.00</u> two dollars	\$ <u>440.00</u>
34.	Water Meter Reconnection	3 EA.	<u>1,100.00</u> one thousand one hundred dollars	\$ <u>3,300.00</u>
35.	8" Machine Tap	2 EA.	<u>4,700.00</u> four thousand seven hundred dollars	\$ <u>9,400.00</u>
36.	8" Gate Valve and Box	2 EA.	<u>3,700.00</u> three thousand seven hundred dollars	\$ <u>7,400.00</u>
37.	8" DIP Water Line	40 Lin. Ft.	<u>87.00</u> eighty seven dollars	\$ <u>3,480.00</u>
38.	8" 90° Elbow	2 EA.	<u>1,600.00</u> one thousand six hundred dollars	\$ <u>3,200.00</u>

39.	8" Wet Tap and Cap	2 EA.	<u>2600.00</u> <u>two thousand six hundred dollars</u>	\$ <u>5,200.00</u>
40.	10" DIPS DR11 HDPE Bore	300 Lin. Ft.	<u>161.00</u> <u>one hundred sixty one dollars</u>	\$ <u>48,300.00</u>
Allowance for Utility Relocation by Others*				\$ <u>35,000</u>

TOTAL OF BID ITEMS (1-44 plus Utility Allowance) \$ 512,626.00

\$ Five hundred twelve thousand six hundred twenty six dollars
(TOTAL IN WORDS)

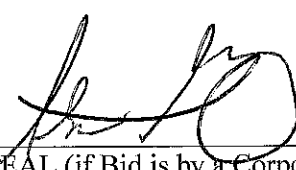
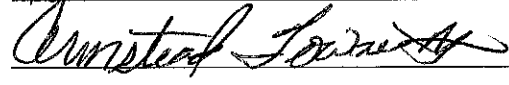
* Allowance for utility relocation by others is to cover unknown costs associated with the relocation of existing gas line by utility company as well as the temporary relocation of existing service pole with electrical, phone and cable service by utility companies. These costs are to be invoiced by utility companies directly to the contractor. The contractor may submit for reimbursement with a 10% mark-up on pay requests. Utility companies' invoices must be submitted along with reimbursement requests.

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 Attest: 
Signature  SEAL (if Bid is by a Corporation)
Title President
Address 16398 Highway 8 West
Greenada, MS 38901



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 Barnes Crossing Road Box Culvert
Bid #2024-030PW, 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 12th day of June 2024.

Townes Construction Co., Inc.

[Signature]
Witness

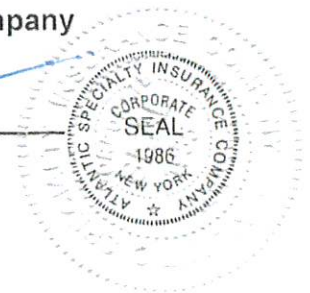
BY: [Signature]
Principal

ITS: President

Atlantic Specialty Insurance Company

[Signature]
Witness Sherrill Kelley

BY: [Signature]
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.

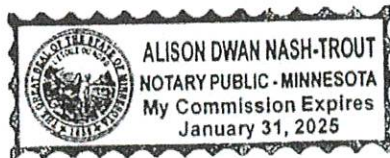
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

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 12th day of June, 2024.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary