

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

"HOLLY HILL AREA 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.

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. 2024-022PW
 CITY OF TUPELO, MISSISSIPPI
 HOLLY HILL AREA DRAINAGE IMPROVEMENTS
 APRIL 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	20,000.00	20,000.00
2	CLEARING & GRUBBING	LS	1	9,845.00	9,845.00
3	REMOVAL OF EXISTING TREE	EA	2	2,000.00	4,000.00
4	REMOVE & REPLACEMENT OF EXISTING WOOD FENCE	LF	190	12.00	2,280.00
5	REMOVAL OF EXISTING GRATE INLET	EA	5	500.00	2,500.00
6	REMOVAL OF EXISTING CURB INLET	EA	1	500.00	500.00
7	REMOVAL OF EXISTING CONCRETE JUNCTION BOX	EA	1	750.00	750.00
8	REMOVAL OF BRICK HEADWALL	EA	1	750.00	750.00
9	REMOVAL OF 15" RCP	LF	20	15.00	300.00
10	REMOVAL OF 18" RCP	LF	50	15.00	750.00
11	REMOVAL OF 24" CMP	LF	134	20.00	2,680.00
12	REMOVAL OF 24" RCP	LF	112	20.00	2,240.00
13	REMOVAL OF 36" CMP	LF	112	20.00	2,240.00
14	REMOVAL OF 42" CMP	LF	194	20.00	3,880.00
15	REMOVAL OF 48" RCP	LF	230	25.00	5,750.00
16	CRUSHED STONE BASE MATERIAL	TON	190	50.00	9,500.00
17	BORROW EXCAVATION	CY	115	30.00	3,450.00
18	EXCESS EXCAVATION	CY	10	100.00	1,000.00
19	18" HDPE DRAINAGE PIPE	LF	16	50.00	800.00
20	24" HDPE DRAINAGE PIPE	LF	290	44.00	12,760.00
21	36" HDPE DRAINAGE PIPE	LF	112	68.00	7,616.00
22	42" HDPE DRAINAGE PIPE	LF	348	80.00	27,840.00
23	48" HDPE DRAINAGE PIPE	LF	230	90.00	20,700.00
24	18" REINFORCED CONCRETE FLARED END SECTION	EA	1	800.00	800.00
25	48" REINFORCED CONCRETE FLARED END SECTION	EA	1	2,500.00	2,500.00
26	4' X 3' REINFORCED CONCRETE GRATE INLET	EA	3	4,500.00	13,500.00
27	6' X 3' REINFORCED CONCRETE GRATE INLET	EA	4	6,200.00	24,800.00
28	REINFORCED CONCRETE CURB INLET	EA	1	5,000.00	5,000.00
29	CONCRETE, FLOWABLE FILL	CY	42	300.00	12,600.00

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 CITY OF TUPELO, MISSISSIPPI
 HOLLY HILL AREA DRAINAGE IMPROVEMENTS
 APRIL 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
30	CONCRETE, CLASS B	CY	5	500.00	2,500.00
31	CONNECT TO EXISTING PIPES	EA	6	500.00	3,000.00
32	SOLID SODDING	SY	2890	3.85	11,126.50
33	LANDSCAPING	LS	1	1500.00	1,500.00
34	TEMPORARY POWER POLE & ELECTRICAL SERVICE	EA	3	1500.00	4,500.00
35	TEMPORARY POWER POLE SUPPORT	EA	3	1000.00	3,000.00
36	TEMPORARY FENCING / BARRIER	LS	1	5500.00	5,500.00
37	EROSION CONTROL	LS	1	2000.00	2,000.00
38	CONTINGENCY (10%)	LS	1	\$50,000.00	\$50,000.00

TOTAL

284,457.50

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 Yalobusha

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 ConstCo Inc Bidder on the "HOLLY HILL AREA 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 6th day of June, 2024.

Estella R. Townes, Notary Public

My commission expires August 12 2024

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 Yalobusha

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 Const Co Inc Bidder on the "HOLLY HILL AREA 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 6th day of June, 2024.

Estella R. Townes, Notary Public

My commission expires August 12 2024

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 Holly Hill Area Drainage Improvements
Bid No. 2024-022PW, 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 7th day of June 2024.



Townes Construction Co., Inc.

[Signature]
Witness

BY: [Signature]
Principal

ITS: President

Atlantic Specialty Insurance Company

[Signature]
Witness Amanda Charfauros

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.

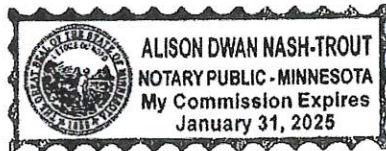
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

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 7th day of June, 2024.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary