

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Townes Construction Co., Inc
(Name of Contractor)

16398 Hwy 8 West, Grenada, MS 38901
(Address of Contractor)

a Corporation hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

Granite Re, Inc, Oklahoma City, OK hereinafter called
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of July, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:



"CITY PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Townes Construction Co., Inc	(L.S.)	Granite Re, Inc
Principal		Surety
		

By: **IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

By: John G. Raines, Attorney-in-Fact

*** END OF SECTION ***

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 3rd day of January, 2020.

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; TAMMY D. VERNON; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY
Attorneys-in-Fact of the GRANITE RE, INC.



Kenneth D. Whittington

Kenneth D. Whittington, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Kyle P. McDonald

Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, 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

13th day of July, 2023



Kyle P. McDonald

Kyle P. McDonald, Assistant Secretary

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

"CITY PARK 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 45 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: # 1 DATE: 6-20-2023
NUMBER: # 2 DATE: 7-10-2023
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.

**BID FORM - BID NO. 2023-028PW
CITY OF TUPELO, MISSISSIPPI
CITY PARK DRAINAGE IMPROVEMENTS
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	31,927.55	31,927.55
2	CLEARING & GRUBBING	LS	1	3,000.00	3,000.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	45.00	9,000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	15.00	750.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	55.00	825.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	3,000.00	9,000.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	40.00	1,200.00
8	REMOVAL OF 30" RCP	LF	140	40.00	5,600.00
9	REMOVAL OF 42" RCP	LF	485	60.00	29,100.00
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	350.00	5,250.00
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	54.00	1,080.00
12	SAWCUTTING	LF	100	25.00	2,500.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	90.00	3,600.00
14	BORROW EXCAVATION	CY	50	25.00	1,250.00
15	48" HDPE DRAINAGE PIPE	LF	140	168.32	23,564.80
16	60" RCP DRAINAGE PIPE	LF	485	361.48	175,560.30
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	15,642.44	46,927.32
18	3' X 3' CAST IRON GRATE	EA	3	2,000.00	6,000.00
19	CONCRETE, CLASS B	CY	5	500.00	2,500.00
20	CONNECT TO EXISTING PIPES	EA	5	500.00	2,500.00
21	SOLID SODDING	SY	3000	6.00	18,000.00
22	TEMPORARY FENCING / BARRIER	LS	1	1,500.00	1,500.00
23	EROSION CONTROL	LS	1	4,800.00	4,800.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
TOTAL					395,434.97

BID FORM - BID NO. 2023-028PW
CITY OF TUPELO, MISSISSIPPI
CITY PARK DRAINAGE IMPROVEMENTS
MAY, 2023

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 Hwy 8 W
Overton 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 IV 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)

Townes Const.

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 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 Construction Co., Inc Bidder on the "CITY PARK 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 Pres

(SEAL)
Sworn before me this 12 day of July, 2023.

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 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 Construction Co., Inc Bidder on the "CITY PARK 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 pres

(SEAL)

Sworn before me this 12th day of July, 2023.

Estella R. Townes, Notary Public

My commission expires August 12, 2024



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