

PROPOSAL

Proposal of Townes Construction Co, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississ, Pp 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

**"GUMTREE 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: 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.

**BID FORM - BID NO. 2021-027PW**  
**CITY OF TUPELO, MISSISSIPPI**  
**GUM TREE PARK DRAINAGE IMPROVEMENTS**  
**MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	32,412.00	32,412.00
2	CLEARING & GRUBBING	LS	1	1,500.00	1,500.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	600.00	1,200.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	12.00	4,800.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	12.00	2,400.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1,000.00	3,000.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	1,500.00	1,500.00
8	REMOVAL OF 30" CMP	LF	420	15.00	6,300.00
9	REMOVAL OF 48" CMP	LF	450	15.00	6,750.00
10	REMOVAL OF 60" RCP	LF	415	30.00	12,450.00
11	ASPHALT PAVEMENT	TONS	90	200.00	18,000.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	65.00	13,000.00
13	SAWCUTTING	LF	140	15.00	2,100.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	60.00	6,000.00
15	BORROW EXCAVATION	CY	80	34.00	2,720.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	6,729.00	26,916.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	6,888.00	6,888.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	8,500.00	8,500.00
19	36" HDPE HP STORM PIPE	LF	1550	85.00	131,750.00
20	48" HDPE HP STORM PIPE	LF	450	134.00	60,300.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	250.00	21,250.00
22	CONCRETE, CLASS B	CY	5	1,000.00	5,000.00
23	CONNECT TO EXISTING PIPES	EA	5	2,000.00	10,000.00
24	SOLID SODDING	SY	3300	6.00	19,800.00
25	TEMPORARY FENCING / BARRIER	LF	900	3.00	2,700.00
26	EROSION CONTROL	LS	1	6,500.00	6,500.00
<b>TOTAL</b>					<b>413,736.00</b>

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CITY OF TUPELO, MISSISSIPPI  
GUM TREE 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 Pres.  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS:

16398 Hwy 8 West

Gretnada MS 38901

PHONE NUMBER: (662) 226-4816

**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 "GUMTREE 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 government of the United States of America or any of their agencies.

Signature Armstead Townes III

Title President

(SEAL)  
Sworn before me this 14 day of August, 2023.

Estel R. Townes, Notary Public

My commission expires August 12 2024



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

# 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 Street, 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: GumTree Park Drainage Improvements; Bid No. 2023-029PW

Bid Date: 8/9/2023

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 9th day of August, 2023.

Step R. Jeer  
Witness

Townes Construction Co., Inc  
Armstead Townes  
Title Pres. (Seal)

Granite Re, Inc.

John G. Ruines  
Attorney in Fact (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 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
) SS:  
COUNTY OF OKLAHOMA )



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> 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, 2023  
Commission #: 11003620



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 9th day of August, 2023.



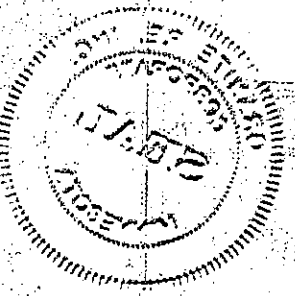
Kyle P. McDonald, Assistant Secretary

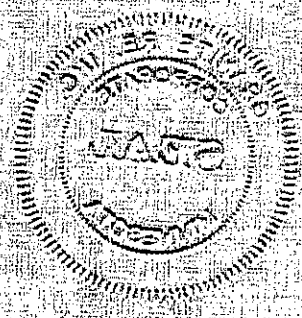
# SECRET

CONFIDENTIAL

The following information is being furnished to you for your information and is not to be distributed outside your organization. It is the property of the United States Government and is loaned to you. It and its contents are not to be distributed, copied, or otherwise made available to the public or to any unauthorized person. If you are not the intended recipient, you should not disseminate, distribute, or copy this information. If you have received this information in error, you should notify the person or organization to whom this information was addressed. This information is being furnished to you under the authority of the Executive Order of the President of the United States, dated February 2, 1952, which prohibits the disclosure of information of a confidential nature which, if disclosed, would be injurious to the national defense.

The information contained herein is classified as SECRET because its disclosure would be injurious to the national defense. It is the property of the United States Government and is loaned to you. It and its contents are not to be distributed, copied, or otherwise made available to the public or to any unauthorized person. If you are not the intended recipient, you should not disseminate, distribute, or copy this information. If you have received this information in error, you should notify the person or organization to whom this information was addressed. This information is being furnished to you under the authority of the Executive Order of the President of the United States, dated February 2, 1952, which prohibits the disclosure of information of a confidential nature which, if disclosed, would be injurious to the national defense.







**CLARIFICATION / RFI RESPONSE #1**

**City of Tupelo, Mississippi  
Gum Tree Park Drainage Improvements  
Bid No. 2023-029PW**


**August 8, 2023**

The Contract Documents, Plans and Specifications shall be clarified as set forth herein below:

1. HP Storm pipe shall be provided by the Contractor for all proposed pipes on the project, including for all callouts on the Project Drawings for proposed 36 inch HDPE pipe & proposed 48" HDPE pipe on Sheets C3.1 – C3.2.
2. Bid Form Pay Item Numbers 19 and 20 shall include bid prices for HP Storm Pipe for each respective size as indicated on the Bid Form.
3. Specifications include information for various types of drainage pipe materials, installations, etc. The contractor shall utilize specifications sections included for HP Storm pipe. Any references to HDPE on the Plans, Specifications or Bid Form shall not be construed as other pipe materials may be utilized as an alternative to HP Storm Pipe.
4. Bids that include prices for providing and installing other types of pipe different than HP Storm pipe for the proposed 36 inch and 48 inch pipe sizes will not be awarded.

Bidders may direct any questions to the Engineer via email at [dustin@dabbscorp.com](mailto:dustin@dabbscorp.com) or via telephone at 601-927-4012.

(s/b) Dustin D. Dabbs  
Dustin D. Dabbs, P.E.  
Project Manager

  
8/8/2023