

BID FORM

Proposal of Ausbern Construction Co., Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Mississippi, doing business as a Corporation

\* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **TOWN CREEK EROSION CONTROL BRIDGE NO. 206 REBID, BID NO. 2025-029 PW** in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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 the date to be specified in the Notice to Proceed and to fully complete the project within 60 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection and construction engineering.

Bidder acknowledges receipt of the following addendum:

- 0 -  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

## BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
<b>TOWN CREEK EROSION CONTROL BRIDGE NO. 206 REBID, BID NO. 2025-029PW</b>					
<b>ROADWAY</b>					
1	Mobilization	1.0	LS	\$ 92,000. <sup>00</sup>	\$ 92,000. <sup>00</sup>
2	Clearing and Grubbing	1.0	LS	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
3	Unclassified Excavation (PM)	591.0	CY	\$ 50. <sup>00</sup>	\$ 29,550. <sup>00</sup>
4	Borrow Excavation (PM)	420.0	CY	\$ 100. <sup>00</sup>	\$ 42,000. <sup>00</sup>
5	Geotextile Fabric Stabilization (Type V) (AOS<0.43) (Non-Woven)	265.0	SY	\$ 8. <sup>00</sup>	\$ 2120. <sup>00</sup>
6	Crushed Stone, (Size 3/4" & Down) (PM)	50.0	CY	\$ 150. <sup>00</sup>	\$ 7500. <sup>00</sup>
7	Crushed Stone, (Size 3/4" & Down) (Remove & Relay) (PM)	25.0	CY	\$ 200. <sup>00</sup>	\$ 5000. <sup>00</sup>
8	Maintenance of Traffic	1.0	LS	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
9	Additional Construction Signs	0.0	SF	\$ 10.00	\$ —
<b>EROSION CONTROL</b>					
10	Solid Sod	1,145.0	SY	\$ 15. <sup>00</sup>	\$ 17,175. <sup>00</sup>
11	Portland Cement Concrete Paved Ditch	9.95	CY	\$ 3500. <sup>00</sup>	\$ 34,825. <sup>00</sup>
12	Temporary Silt Fence (Type I OR II) (AOS < 0.15-0.84)	950.0	LF	\$ 6. <sup>00</sup>	\$ 5700. <sup>00</sup>
13	Wattles, 20"	350.0	LF	\$ 12. <sup>00</sup>	\$ 4200. <sup>00</sup>
14	Loose RipRap, Size 300 LB.	1,507.0	TON	\$ 175. <sup>00</sup>	\$ 263,725. <sup>00</sup>
15	Geotextile Fabric Under Rip Rap (Type V) (AOS<0.43) (Non-Woven)	1,195.0	SY	\$ 8. <sup>00</sup>	\$ 9560. <sup>00</sup>
<b>BRIDGE ITEMS</b>					
16	Bridge Concrete, Class "B"	2.0	CY	\$ 8000. <sup>00</sup>	\$ 16,000. <sup>00</sup>
17	Reinforcement	40.0	LBS	\$ 5. <sup>00</sup>	\$ 200. <sup>00</sup>
18	Piling Splices	27.0	LF	\$ 1500. <sup>00</sup>	\$ 40,500. <sup>00</sup>
19	Undersealing (Foam)	800.0	LBS	\$ 16. <sup>00</sup>	\$ 12,800. <sup>00</sup>
<b>TOTAL BASE BID</b>					\$ 602,655. <sup>00</sup>

198,170



### PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required

by Article 5 of the General Conditions.

The bid security attached in the sum of

5%

Dollars,

( \$ \_\_\_\_\_ ) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

☒ Resident Contractor  
(See Information for Bidders)

☐ Non-Resident Contractor

Respectfully submitted this the 23<sup>rd</sup> day of September, 2025

By

Title

Company

Address

Phone

Employer Identification No.

Email Address

SEAL (If bid is by a corporation.)

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Ausbern Construction Company, Inc.  
P.O. Drawer 329  
Okolona, MS 38860

### SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance  
Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Town Creek Erosion Control Bridge No. 206, Bid No. 2025-023 PW


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner 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 Owner, 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 Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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 Owner and Contractor to extend the time in which the Owner 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 specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 23rd day of September, 2025

  
(Witness)

  
(Witness) Wes Price

Ausbern Construction Company, Inc.

(Principal)

(Seal)

By: 

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

By: 

(Title) Braxton Davis Brumfield Attorney-in-Fact



## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Braxton Davis Brumfield

**Principal:** Ausbern Construction Company, Inc.

**Obligee:** City of Tupelo

**Bond Description:** Town Creek Erosion Control Bridge No. 206, Bid No. 2025-023 PW

**Bond Number:** Bid Bond

**Bond Amount:** See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9<sup>th</sup> of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By

Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By

Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10<sup>TH</sup> day of NOVEMBER, 20 22

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10<sup>TH</sup> day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of September, 20 25.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC



**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

Project No: TOWN CREEK EROSION CONTROL BRIDGE NO. 206  
Termini: CITY OF TUPELO  
Prime Consultant: \_\_\_\_\_

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

202586  
EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Terry K. Huskern  
Authorized Officer or Agent

9/23/25  
Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 13<sup>th</sup> day of September, 2025.

Cassandra L. Byars  
NOTARY PUBLIC

My Commission Expires: Jan 8, 2028

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

