

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (#2024-???)PW)**

Proposal of Ashera 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 PEMBERTON AVENUE DRAINAGE IMPROVEMENTS 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 60 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 12/5/24

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

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2024-066PW)**

The BIDDER agrees to perform all WORK for the construction of **PEMBERTON AVENUE DRAINAGE IMPROVEMENTS** 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 – PEMBERTON AVENUE DRAINAGE IMPROVEMENTS**

<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>Forty Five Thousand</u> <u>45,000.<sup>00</sup></u>	\$ <u>45,000.<sup>00</sup></u>
2.	Clearing and Grubbing	1 L.S.	<u>Seventy Five Hundred</u> <u>7500.<sup>00</sup></u>	\$ <u>7500.<sup>00</sup></u>
3.	Removal of Inlet	6 EA.	<u>1000.<sup>00</sup></u> <u>ONE THOUSAND</u>	\$ <u>6000.<sup>00</sup></u>
4.	Removal of Pipes (All Sizes)	407 L.F.	<u>15.<sup>00</sup></u> <u>FIFTEEN</u>	\$ <u>6105.<sup>00</sup></u>
5.	Removal of Fence (All Types)	200 L.F.	<u>10.<sup>00</sup></u> <u>TEN</u>	\$ <u>2000.<sup>00</sup></u>
6.	Removal of Concrete Driveway	42 S.Y.	<u>25.<sup>00</sup></u> <u>Twenty Five</u>	\$ <u>1050.<sup>00</sup></u>
7.	Roadway Repair	1 L.S.	<u>35,500.<sup>00</sup></u> <u>Thirty Five Thousand</u> <u>Five Hundred</u>	\$ <u>35,500.<sup>00</sup></u>

8.	42" x 29" CMP (Polymer Coated)	142 L.F.	<u>195.<sup>00</sup></u> <u>ONE HUNDRED NINETY</u> <u>FIVE DOLLARS</u>	\$ <u>27,690.<sup>00</sup></u>
9.	30" CMP (Polymer Coated)	525 L.F.	<u>231.<sup>25</sup></u> <u>TWO HUNDRED THIRTY</u> <u>ONE DOLLARS &amp; 25/100</u>	\$ <u>121,406.<sup>25</sup></u>
10.	Grate Inlet	3 EA.	<u>5200.<sup>00</sup></u> <u>FIFTY TWO HUNDRED</u>	\$ <u>15,600.<sup>00</sup></u>
11.	Tupelo Standard Inlet (Single)	1 EA.	<u>7610.<sup>00</sup></u> <u>SEVENTY SIX HUNDRED</u> <u>TEN DOLLARS</u>	\$ <u>7610.<sup>00</sup></u>
12.	Tupelo Standard Inlet (Double)	1 EA.	<u>TEN THOUSAND TWO</u> <u>HUNDRED FORTY DOLLARS</u> <u>10,240.<sup>00</sup></u>	\$ <u>10,240.<sup>00</sup></u>
13.	Inlet Modification	1 EA.	<u>7000.<sup>00</sup></u> <u>SEVEN THOUSAND</u>	\$ <u>7000.<sup>00</sup></u>
14.	Concrete Driveway	42 S.Y.	<u>125.<sup>00</sup></u> <u>ONE HUNDRED TWENTY</u> <u>FIVE</u>	\$ <u>5250.<sup>00</sup></u>
15.	Wood Fence	200 L.F.	<u>25.<sup>00</sup></u> <u>TWENTY FIVE</u>	\$ <u>5000.<sup>00</sup></u>
16.	Construction Fencing	612 L.F.	<u>25.<sup>00</sup></u> <u>TWENTY FIVE</u>	\$ <u>15,300.<sup>00</sup></u>
17.	Temporary Erosion Control	1 L.S.	<u>3500.<sup>00</sup></u> <u>THIRTY FIVE</u> <u>HUNDRED</u>	\$ <u>3500.<sup>00</sup></u>
18.	Solid Sodding	875 S.Y.	<u>12.<sup>00</sup></u> <u>TWELVE</u>	\$ <u>10,500.<sup>00</sup></u>
19.	Maintenance of Traffic	1 L.S.	<u>3500.<sup>00</sup></u> <u>THIRTY FIVE</u> <u>HUNDRED</u>	\$ <u>3500.<sup>00</sup></u>

TOTAL OF BID ITEMS (1-19)

\$ 335,751.25

\$ Three hundred thirty five thousand, seven hundred fifty one Dollars & 25/100  
(TOTAL IN WORDS)

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 Ausborn Construction Co., Inc.

Attest: [Signature]

Signature [Signature]

SEAL (if Bid is by a Corporation)

Title President

Address P.O. Drawer 329

Okolona, MS. 38860

## CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: December 05, 2024

NAME OF PROJECT: **PEMBERTON AVENUE DRAINAGE IMPROVEMENTS**

OWNER: City of Tupelo

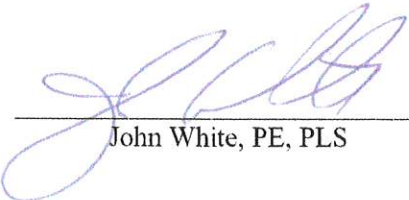
The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

### 1. INFORMATION FOR BIDDERS

The attached Information for Bidders dated 12/05/2024, shall replace and supersede the previous Information for Bidders, which was included in the Contract Documents. The Information for Bidders has been amended to reflect changes to the Bid Proposal package requirements which now includes 3 signed copies of the Agreement, including the following:

(a) Agreement (2-pages); (b) ARPA MANDATORY ADDENDUM 2-1-24; (c) Byrd Anti-Lobbying Amendment (2 pages); Mandatory Addendum to All City of Tupelo Contracts dated October 28, 2022 (3 pages). The Agreement and all attached addendums and amendments shall be signed by the Contractor. The contract amount and dates shall be left blank to be filled in by the Owner upon approval and final execution of the Awarded Agreement. Performance and Payment Bonds are not required to be submitted as part of the Bid Proposal package. The Contractor shall be required to submit the Performance and Payment Bond in accordance with the Contract Documents following the award of the bid by the Owner.

The Agreement section and all addenda and amendments required for submittal with the Bid Proposal package are attached to this addendum.



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John White, PE, PLS

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**BID BOND**

Know all men by these presents, that we, the undersigned, Ausbern Construction Company, Inc., as Principal, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of Five Percent of the Amount of the Bid -----(5% of Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of December, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

**PEMBERTON AVENUE DRAINAGE IMPROVEMENTS**

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, 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 force and 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 presents to be signed by their proper officers, the day and year first set forth above.

Ausbern Construction Company, Inc.  
By: [Signature] (L.S.)  
(Principal) [Signature]

Swiss Re Corporate Solutions America Insurance Corporation  
(Surety)

By: [Signature]  
Trina Cobb, Attorney-in-Fact and Resident Mississippi Agent/Fisher Brown Bottrell, A Marsh & McLennan Agency LLC Company  
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.



SWISS RE CORPORATE SOLUTIONS

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

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, and WIC, organized 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:

TRINA COBB, PEGGY L. JACKSON, ANGELA BULLIE, JERRY G. VEAZEY, JR., JERRY EUGENE HORNER, JR.,
JASON J. YOUNG, STEPHEN WESLEY PRICE, JR., AMANDA JEAN CHARFAUROS AND TAYLOR LEGGETT

JOINTLY OR SEVERALLY

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 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"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, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

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

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 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
Westport Insurance Corporation

On this 10 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 Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, 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, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, 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 and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of December, 20 24

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