

MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2023-060PW)

Proposal of Asuburn 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 MITCHELL ROAD CROSSDRAINS 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:

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

The BIDDER agrees to perform all WORK for the construction of MITCHELL ROAD CROSSDRAINS 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 – MITCHELL ROAD CROSSDRAINS**

ITEM DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1. Mobilization	1 L.S.	<i>Sixty one Thousand</i> <u>61,000.<sup>00</sup></u>	\$ <u>61,000.<sup>00</sup></u>
2. Clearing and Grubbing	1 L.S.	<i>Five thousand</i> <u>5,000.<sup>00</sup></u>	\$ <u>5,000.<sup>00</sup></u>
3. Removal of Asphalt Pavement	488 S.Y.	<i>FIFTEEN</i> <u>15.<sup>00</sup></u>	\$ <u>7,320.<sup>00</sup></u>
4. Removal of Pipe (All Type)	204 L. F.	<i>FIFTEEN</i> <u>15.<sup>00</sup></u>	\$ <u>3,060.<sup>00</sup></u>
5. Removal of Flared End Section	8 Each	<i>Five hundred</i> <u>500.<sup>00</sup></u>	\$ <u>4,000.<sup>00</sup></u>
6. Erosion Control Measures	1 L.S.	<i>Five thousand</i> <u>5,000.<sup>00</sup></u>	\$ <u>5,000.<sup>00</sup></u>
7. Structure Excavation	1,107 C.Y.	<i>Twenty</i> <u>20.<sup>00</sup></u>	\$ <u>22,140.<sup>00</sup></u>
8. Select Borrow Material	815 C.Y.	<i>Thirty</i> <u>30.<sup>00</sup></u>	\$ <u>24,450.<sup>00</sup></u>
9. Hot Mix Asphalt, ST (9.5 MM)	143 Ton	<i>Two Hundred Seventy five</i> <u>275.<sup>00</sup></u>	\$ <u>39,325.<sup>00</sup></u>
10. Crushed Stone	304 C.Y.	<i>One hundred</i> <u>100.<sup>00</sup></u>	\$ <u>30,400.<sup>00</sup></u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	One Hundred Twenty Seven Five 125.00	\$ 9375.00
12.	Flowable Fill	110 C.Y.	Three Hundred Fifty 350.00	\$ 38,500.00
13.	12' x 4' Precast Box Culvert	60 L.F.	Twenty Seven Hundred Fifty Five 2755.00	\$ 165,300.00
14.	12' x 4' Precast Wing Wall	2 EA.	Eighty Five x Hundred 4300.00	\$ 8600.00
15.	200# Rock Rip Rap	275 Ton	One Hundred 100.00	\$ 27,500.00
16.	Geotextile Fabric	500 S.Y.	Five 5.00	\$ 2500.00
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	Two Hundred Ninety Three 293.00	\$ 77,352.00
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	Thirty Eight Hundred Fifty 3850.00	\$ 46,200.00
19.	15" HDPE Pipe	88 L.F.	Thirty one Dollars 25/100 31.25	\$ 2750.00
20.	15" Pipe Collar	1 EA.	Twenty Five Hundred 2500.00	\$ 2500.00
21.	15" Branch Connection	2 EA.	Seven Hundred Fifty 750.00	\$ 1500.00
22.	Maintenance of Traffic	1 L.S.	Five Thousand 5000.00	\$ 5000.00
23.	Diversion Channel	1 Each	Sixteen Thousand 16,000.00	\$ 16,000.00



24. Solid Sodding 2,300 S.Y. Eggs  
6.00 \$ 18,400.00
25. Construction Fencing 750 L.F. Six Dollars  
6.00 \$ 4,500.00

TOTAL OF BID ITEMS (1-25) \$ 627,672.00

\$ Six Hundred Twenty Seven Thousand, Six Hundred Seventy Two and 00/100  
 (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 Subaru Construction Co., Inc. Attest: Diana Weeks  
 Signature [Signature] SEAL (if Bid is by a Corporation)  
 Title Pres. Sec'y  
 Address P.O. Drawer 307  
Chickasha, MS 38860

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID BOND**

Know all men by these presents, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal  
sum of \_\_\_\_\_ for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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:

**MITCHELL ROAD CROSSDRAINS**

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.

\_\_\_\_\_  
(Principal) (L.S.)

\_\_\_\_\_  
(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.

**MITCHELL ROAD CROSSDRAINS  
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 21st day of December, 2023.

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:

**MITCHELL ROAD CROSSDRAINS**

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 therewith, 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.

By: [Signature] (Principal)

(Principal) \_\_\_\_\_ (L.S.)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

By: [Signature]

Trina Cobb, Attorney-in-Fact & Resident Mississippi Agent/Fisher Brown Bottrell Insurance, Inc.

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

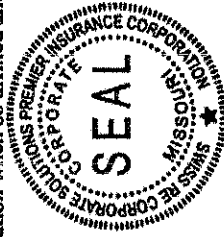
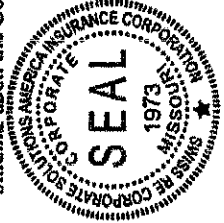
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, 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."



*Erik Janssens*

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



*Gerald Jagrowski*

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

**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 SPCSPIC 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 Manisico*

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 21st day of December, 20 23

*Jeffrey Goldberg*

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