

EUBANK CONSTRUCTION COMPANY

2011 North Second Street

Booneville, MS 38829

Certificate of Responsibility #: 24650 MC

Date of Expiration: January 12, 2024

Classification: Municipal and Public Works

Construction; Highway, Street and

Bridge Construction

SEALED BID TO:

CITY OF TUPELO

Bid for

MEDICAL PARK CIRCLE PIPE REPLACEMENT

BID #2023-059PW

Bid Date:

12/20/2023 @ 10:00 A.M.

**MEDICAL PARK CIRCLE PIPE REPLACEMENT
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Eubank Construction Co., Inc.

Know all men by these presents, that we, the undersigned, 2011 North Second Street, Booneville, MS 38829, as Principal, and Endurance Assurance Corporation, 4 Manhattanville Road, Purchase, NY 10577 (914) 468-8000 as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of Five Percent (5%) of the Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th 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:

MEDICAL PARK CIRCLE PIPE REPLACEMENT

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.

Eubank Construction Co., Inc.
Kevin Eubank (L.S.)
(Principal) Kevin Eubank, President

Endurance Assurance Corporation
(Surety)

By: 
Veronica Lawver, Attorney-in-Fact MS License No. 10778118

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.

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Charles R. Teter, III, Jeffrey C. Carey, Evan D. Sizemore, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Veronica Lawver, Lauren Scott, Hillary D. Shepard, Erin C. Lavin, Kristin D. Thurber, Danielle R. Capps, Mariana Walker** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public, My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- 2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,** and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 20th day of December, 2023.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

**BYRD ANTI-LOBBYING
AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING
LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The Contractor Erbank Construction Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Alan Thompson, Vice President
Name and Title of Contractor's Authorized Official

12/20/2023
Date

**MEDICAL PARK CIRCLE PIPE REPLACEMENT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-059PW)

Proposal of Eubank Construction Company (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 MEDICAL PARK CIRCLE PIPE REPLACEMENT 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:

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

**MEDICAL PARK CIRCLE PIPE REPLACEMENT
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2023-059PW)

The BIDDER agrees to perform all WORK for the construction of **MEDICAL PARK CIRCLE PIPE REPLACEMENT** 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 – MEDICAL PARK CIRCLE PIPE REPLACEMENT

| ITEM | DESCRIPTION | QUANTITY | UNIT PRICE IN WORDS AND FIGURES | TOTAL PRICE |
|------|--------------------------------------|-----------|--|---------------------|
| 1. | Mobilization | 1 L.S. | <u>Fifteen Thousand</u> <u>15,000.00</u> | \$ <u>15,000.00</u> |
| 2. | Clearing and Grubbing | 1 L.S. | <u>Three Thousand</u> <u>3,000.00</u> | \$ <u>3,000.00</u> |
| 3. | Removal of Concrete Pavement | 260 S.Y. | <u>Forty</u> <u>40.00</u> | \$ <u>10,400.00</u> |
| 4. | Removal of Concrete Curb | 163 L. F. | <u>Twelve</u> <u>12.00</u> | \$ <u>1,956.00</u> |
| 5. | Removal of Pipe (All Type) | 299 L. F. | <u>Eighteen</u> <u>18.00</u> | \$ <u>5,382.00</u> |
| 6. | Removal of Drainage Structures | 3 Each | <u>One Thousand</u> <u>Eight Hundred</u> <u>1,800.00</u> | \$ <u>5,400.00</u> |
| 7. | Removal of Sewer Line | 140 L. F. | <u>Twenty Eight</u> <u>28.00</u> | \$ <u>3,920.00</u> |
| 8. | Removal and Salvage of Business Sign | 3 Each | <u>One Thousand</u> <u>Eight Hundred</u> <u>1,800.00</u> | \$ <u>5,400.00</u> |
| 9. | Erosion Control Measures | 1 L.S. | <u>Five Thousand</u> <u>5000.00</u> | \$ <u>5,000.00</u> |

| | | | | |
|-----|-------------------------------------|------------|---|----------------------|
| 10. | Structure Excavation | 1,075 C.Y. | <u>Nineteen</u> <u>19.00</u> | \$ <u>20,425.00</u> |
| 11. | Select Borrow Material | 1,100 C.Y. | <u>Thirty Five</u> <u>35.00</u> | \$ <u>38,500.00</u> |
| 12. | Crushed Stone | 200 C.Y. | <u>One Hundred Twenty Five</u> <u>125.00</u> | \$ <u>25,000.00</u> |
| 13. | 88"x54" Concrete Arch Pipe | 280 L.F. | <u>Seven Hundred Fifty</u> <u>750.00</u> | \$ <u>210,000.00</u> |
| 14. | 88"x54" Concrete Flared End Section | 1 EA. | <u>Fifteen Thousand</u> <u>15,000.00</u> | \$ <u>15,000.00</u> |
| 15. | 88"x54" Headwall | 1 EA. | <u>Fifty Thousand</u> <u>50,000.00</u> | \$ <u>50,000.00</u> |
| 16. | Slotted Inlet | 1 EA. | <u>Forty Thousand</u> <u>40,000.00</u> | \$ <u>40,000.00</u> |
| 17. | Junction Box with Grate Inlet | 1 EA. | <u>Forty Eight Thousand</u> <u>48,000.00</u> | \$ <u>48,000.00</u> |
| 18. | Concrete Paving | 270 S.Y. | <u>One Hundred Forty</u> <u>140.00</u> | \$ <u>37,800.00</u> |
| 19. | Concrete Curb | 161 L.F. | <u>Seventy Five</u> <u>75.00</u> | \$ <u>12,075.00</u> |
| 20. | Sewer Manhole | 2 EA. | <u>Seventy Five Hundred</u> <u>7500.00</u> | \$ <u>15,000.00</u> |
| 21. | 8" Ductile Iron Sewer Pipe | 110 L.F. | <u>One Hundred Eighty Five</u> <u>185.00</u> | \$ <u>20,350.00</u> |
| 22. | Solid Sodding | 2,000 S.Y. | <u>Five</u> <u>5.00</u> | \$ <u>10,000.00</u> |
| 23. | 200# Rock Rip Rap | 125 Ton | <u>One Hundred Twenty</u> <u>120.00</u> | \$ <u>15,000.00</u> |

| | | | | |
|-----|------------------------|----------|---|---------------------|
| 24. | Construction Fencing | 550 L.F. | <u>Thirty</u> <u>30.00</u> | \$ <u>16,500.00</u> |
| 25. | Maintenance of Traffic | 1 L.S. | <u>Five Thousand</u> <u>5,000.00</u> | \$ <u>5,000.00</u> |

TOTAL OF BID ITEMS (1-25) \$ 634,108.00
 \$ Six Hundred Thirty Four Thousand One Hundred Eight Dollars
(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 Eubank Construction Company
 Signature [Signature]
 Title Vice President
 Address 2011 N. 2nd St.
Booneville, MS 38829

Attest [Signature]
 SEAL (if Bid is by a Corporation)

**MEDICAL PARK CIRCLE PIPE REPLACEMENT
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:

MEDICAL PARK CIRCLE PIPE REPLACEMENT

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.