

PROPOSAL

Proposal of Ausborn Construction Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi 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

**"HOLLY HILL AREA 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 60 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:   -0-   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.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$\_\_\_\_\_ ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

BID FORM - BID NO. 2024-022PW  
CITY OF TUPELO, MISSISSIPPI  
HOLLY HILL AREA DRAINAGE IMPROVEMENTS  
APRIL 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	120,000. <sup>00</sup>	120,000. <sup>00</sup>
2	CLEARING & GRUBBING	LS	1	35,000. <sup>00</sup>	35,000. <sup>00</sup>
3	REMOVAL OF EXISTING TREE	EA	2	2,000. <sup>00</sup>	4,000. <sup>00</sup>
4	REMOVE & REPLACEMENT OF EXISTING WOOD FENCE	LF	190	45. <sup>00</sup>	8,550. <sup>00</sup>
5	REMOVAL OF EXISTING GRATE INLET	EA	5	1,000. <sup>00</sup>	5,000. <sup>00</sup>
6	REMOVAL OF EXISTING CURB INLET	EA	1	1,000. <sup>00</sup>	1,000. <sup>00</sup>
7	REMOVAL OF EXISTING CONCRETE JUNCTION BOX	EA	1	2,500. <sup>00</sup>	2,500. <sup>00</sup>
8	REMOVAL OF BRICK HEADWALL	EA	1	2,500. <sup>00</sup>	2,500. <sup>00</sup>
9	REMOVAL OF 15" RCP	LF	20	35. <sup>00</sup>	700. <sup>00</sup>
10	REMOVAL OF 18" RCP	LF	50	35. <sup>00</sup>	1,750. <sup>00</sup>
11	REMOVAL OF 24" CMP	LF	134	35. <sup>00</sup>	4,690. <sup>00</sup>
12	REMOVAL OF 24" RCP	LF	112	35. <sup>00</sup>	3,920. <sup>00</sup>
13	REMOVAL OF 36" CMP	LF	112	40. <sup>00</sup>	4,480. <sup>00</sup>
14	REMOVAL OF 42" CMP	LF	194	40. <sup>00</sup>	7,760. <sup>00</sup>
15	REMOVAL OF 48" RCP	LF	230	45. <sup>00</sup>	10,350. <sup>00</sup>
16	CRUSHED STONE BASE MATERIAL	TON	190	200. <sup>00</sup>	38,000. <sup>00</sup>
17	BORROW EXCAVATION	CY	115	150. <sup>00</sup>	17,250. <sup>00</sup>
18	EXCESS EXCAVATION	CY	10	150. <sup>00</sup>	1,500. <sup>00</sup>
19	18" HDPE DRAINAGE PIPE	LF	16	60. <sup>00</sup>	960. <sup>00</sup>
20	24" HDPE DRAINAGE PIPE	LF	290	80. <sup>00</sup>	23,200. <sup>00</sup>
21	36" HDPE DRAINAGE PIPE	LF	112	137. <sup>35</sup>	15,383. <sup>20</sup>
22	42" HDPE DRAINAGE PIPE	LF	348	170. <sup>00</sup>	59,160. <sup>00</sup>
23	48" HDPE DRAINAGE PIPE	LF	230	217. <sup>00</sup>	49,910. <sup>00</sup>
24	18" REINFORCED CONCRETE FLARED END SECTION	EA	1	1,100. <sup>00</sup>	1,100. <sup>00</sup>
25	48" REINFORCED CONCRETE FLARED END SECTION	EA	1	3,700. <sup>00</sup>	3,700. <sup>00</sup>
26	4' X 3' REINFORCED CONCRETE GRATE INLET	EA	3	5,200. <sup>00</sup>	15,600. <sup>00</sup>
27	6' X 3' REINFORCED CONCRETE GRATE INLET	EA	4	6,550. <sup>00</sup>	26,200. <sup>00</sup>
28	REINFORCED CONCRETE CURB INLET	EA	1	6,050. <sup>00</sup>	6,050. <sup>00</sup>
29	CONCRETE, FLOWABLE FILL	CY	42	650. <sup>00</sup>	27,300. <sup>00</sup>

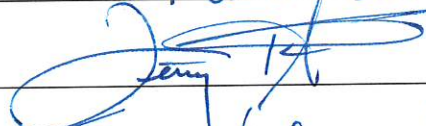


BID FORM - BID NO. 2024-022PW  
 CITY OF TUPELO, MISSISSIPPI  
 HOLLY HILL AREA DRAINAGE IMPROVEMENTS  
 APRIL 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
30	CONCRETE, CLASS B	CY	5	6,500. <sup>00</sup>	32,500. <sup>00</sup>
31	CONNECT TO EXISTING PIPES	EA	6	4,500. <sup>00</sup>	27,000. <sup>00</sup>
32	SOLID SODDING	SY	2890	12. <sup>00</sup>	34,680. <sup>00</sup>
33	LANDSCAPING	LS	1	5,000. <sup>00</sup>	5,000. <sup>00</sup>
34	TEMPORARY POWER POLE & ELECTRICAL SERVICE	EA	3	4,200. <sup>00</sup>	12,600. <sup>00</sup>
35	TEMPORARY POWER POLE SUPPORT	EA	3	4,200. <sup>00</sup>	12,600. <sup>00</sup>
36	TEMPORARY FENCING / BARRIER	LS	1	5,000. <sup>00</sup>	5,000. <sup>00</sup>
37	EROSION CONTROL	LS	1	27,500. <sup>00</sup>	27,500. <sup>00</sup>
38	CONTINGENCY (10%)	LS	1	\$50,000.00	\$50,000.00
<b>TOTAL</b>					<b>\$ 704,393.<sup>00</sup></b>

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: Ausberry Construction Co., Inc.  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Jerry K. Ausberry President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: P.O. Drawer 329  
Okolona, MS  
38860

PHONE NUMBER: 662-447-9977

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Terry K. Ausbera certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Terry K. Ausbera who signed said Proposal on behalf of the CONTRACTOR, was then Sec. / TREASURER of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Terry K. Ausbera

Title: Sec. / Treasurer

Signature: [Handwritten Signature]

(CORPORATE SEAL)

\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Chickasaw

I, Terry K. Ausburn  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Ausburn 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 Ausburn Const. Co., Inc. Bidder on the "HOLLY HILL AREA 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 Highway Administration.

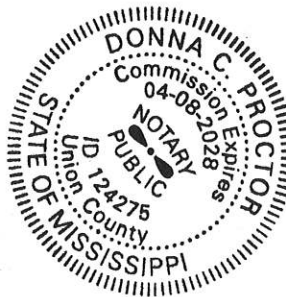
Signature Terry K. Ausburn

Title President

(SEAL)  
Sworn before me this 6th day of June, 2024.

Donna Proctor, Notary Public

My commission expires 4/8/28



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

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Chickasaw

I, Jerry K. Ausburn  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Ausburn 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 Ausburn Const. Co., Inc. Bidder on the "HOLLY HILL AREA 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 Highway Administration.

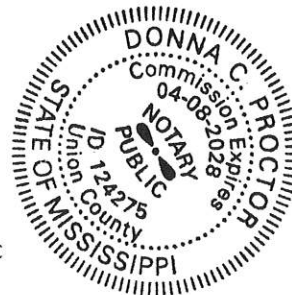
Signature [Handwritten Signature]

Title President

(SEAL)  
Sworn before me this 16th day of June, 2024.

Donna Proctor, Notary Public

My commission expires 4/8/28



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



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Ausbern Construction Company, Inc.  
(Name of Contractor)

P.O. Drawer 329, Okolona, MS 38860  
(Address of Contractor)

a Corporation hereinafter called "Principal", and  
(Corporation, Partnership, Limited Liability Company or Individual)

Swiss Re Corporate Solutions America Insurance Corporation hereinafter called  
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 7th day of June 2024. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"HOLLY HILL AREA DRAINAGE IMPROVEMENTS"**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, 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 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.

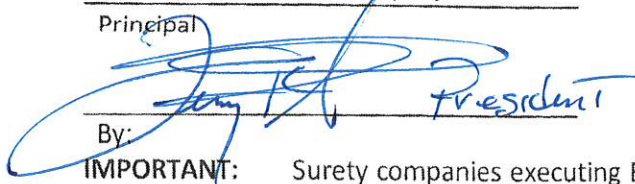
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Ausbern Construction Company, Inc. (L.S.)

Swiss Re Corporate Solutions  
America Insurance Corporation

Principal

Surety

 President

  
By: Trina Cobb, Attorney-in-Fact & Resident MS Agent

**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. Fisher Brown Bottrell Insurance, Inc.

\*\*\* END OF SECTION \*\*\*



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 7th day of June, 20 24.

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