

**HAVEN ACRES DITCH IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-041PW) (07-16-2024)

Proposal of ENSCOR, LLC (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Mississippi, doing business as LIMITED.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER"). MISSISSIPPI
LIABILITY
COMPANY

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for HAVEN ACRES DITCH 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 90 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 ∴ July 11, 2024 #2 ∴ July 16, 2024

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

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The BIDDER agrees to perform all WORK for the construction of **HAVEN ACRES DITCH 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 – HAVEN ACRES DITCH IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	<u>FIFTY THOUSAND</u> <u>DOLLARS</u> <u>50,000.00</u>	\$ <u>50,000.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>TWO HUNDRED</u> <u>THOUSAND DOLLARS</u> <u>200,000.00</u>	\$ <u>200,000.00</u>
3.	Removal of Fence (All Types)	506 L.F.	<u>FIVE DOLLARS</u> <u>5.00</u>	\$ <u>2530.00</u>
4.	Erosion Control Measures	1 L.S.	<u>TWENTY FIVE</u> <u>THOUSAND DOLLARS</u> <u>25,000.00</u>	\$ <u>25,000.00</u>
5.	Earthwork	1 L.S.	<u>FIFTEEN THOUSAND</u> <u>DOLLARS</u> <u>15000.00</u>	\$ <u>15,000.00</u>
6.	Chain Link Fence	483 L.F.	<u>THIRTY DOLLARS</u> <u>30.00</u>	\$ <u>14,490.00</u>
7.	200# Rock Rip	7,750 Ton	<u>FIFTY EIGHT DOLLARS</u> <u>AND SEVENTY FIVE CENTS</u> <u>58.75</u>	\$ <u>455,312.50</u>
8.	Geotextile Fabric	5,000 S.Y.	<u>THREE DOLLARS</u> <u>3.00</u>	\$ <u>15000.00</u>
9.	Grout for Riprap	100 C.Y.	<u>FOUR HUNDRED</u> <u>DOLLARS</u> <u>400.00</u>	\$ <u>40,000.00</u>

10.	Maintenance of Traffic	1 L.S.	<u>TEN THOUSAND</u> <u>DOLLARS</u> <u>10,000.00</u>	\$ <u>10,000.00</u>
11.	Solid Sodding	9,430 S.Y.	<u>FIVE DOLLARS</u> <u>5.00</u>	\$ <u>47,150.00</u>
12.	Construction Fencing (Security Containment)	5,810 L.F.	<u>FIFTEEN</u> <u>FIVE DOLLARS</u> <u>15.00</u>	<u>87150.00</u> \$ <u>29050.00</u>
TOTAL OF BID ITEMS (1-12)			<u>961,632.50</u>	\$ <u>903,532.50</u>
SIXTY ONE THOUSAND SIX				
\$ <u>NINE HUNDRED THREE THOUSAND FIVE HUNDRED THIRTY TWO</u>				
(TOTAL IN WORDS) <u>DOLLARS AND FIFTY CENTS.</u>				

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 ENBSCON, LLC
 Signature [Signature]
 Title OWNER
 Address 5566 COMMANDER DR.
ARLINGTON, TN 38002

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

**HAVEN ACRES DITCH IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, ENSCOR, LLC,
as Principal, and Travelers Casualty & Surety Company of America
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five Percent of Amount Bid (5%) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 19th day of July, 20 24.

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:

HAVEN ACRES DITCH 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.

ENSCOR, LLC

(L.S.)

(Principal)

Travelers Casualty & Surety Company of America

(Surety)

By:

Cooper W. Permenter, Attorney-in-Fact/MS Resident 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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W PERMENTER** of **OXFORD**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

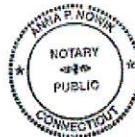
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **July**, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**