

**PROPOSAL**

Proposal of ENSCOM, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of TENNESSEE 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

**"CHICKASAW TRAIL 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: N/A 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. 2024-039PW  
CITY OF TUPELO, MISSISSIPPI  
CHICKASAW TRAIL DRAINAGE IMPROVEMENTS  
MAY 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	10,000.00	10,000.00
2	CLEARING & GRUBBING	LS	1	17000.00	17000.00
3	REMOVAL & REPLACEMENT OF CHAIN LINK FENCE	LF	140	35.00	4900.00
4	GRANULAR PIPE TRENCH STABILIZATION	CY	120	100.00	12000.00
5	RIP - RAP	TON	15	75.00	1125.00
6	BORROW EXCAVATION	CY	2700	25.00	67500.00
7	EXCESS EXCAVATION	CY	240	10.00	2400.00
8	6" PVC DRAINAGE PIPE	LF	15	75.00	1125.00
9	6" PVC DRAIN PIPE COUPLE - 45° BEND	EA	1	100.00	100.00
10	15" REINF. CONCRETE PIPE	LF	8	71.00	568.00
11	18" REINF. CONCRETE PIPE	LF	16	76.00	1216.00
12	30" HDPE DRAINAGE PIPE	LF	720	120.00	86400.00
13	58" X 36" REINF. CONCRETE ARCH PIPE	LF	160	259.00	41440.00
14	58" X 36" REINF. CONCRETE FLARED END SECTION	EA	1	3600.00	3600.00
15	73" X 45" REINF. CONCRETE ARCH PIPE	EA	216	350.00	75,600.00
16	5' X 7' REINF. CONCRETE INLET W/ 3' X 3' CAST IRON GRATE	EA	2	8600.00	17,200.00
17	5' X 9' REINF. CONCRETE INLET W/ 3' X 3' CAST IRON GRATE	EA	6	9500.00	57000.00
18	REINF. CONCRETE HEADWALL, DOUBLE 30" OPENING	EA	1	8500.00	8500.00
19	CONCRETE, CLASS B	CY	12	1000.00	12000.00
20	CONNECT TO EXISTING PIPES	EA	6	500.00	3000.00
21	SOLID SODDING	SY	3500	5.00	17500.00
22	TEMPORARY FENCING / BARRIER	LS	1	5700.00	5700.00
23	EROSION CONTROL	LS	1	4000.00	4000.00
24	UTILITY POLE RELOCATION	LS	1	\$7,500.00	\$7,500.00
25	CONTINGENCY	LS	1	\$50,000.00	\$50,000.00
TOTAL					508,274.00

BID FORM - BID NO. 2024-039PW  
CITY OF TUPELO, MISSISSIPPI  
CHICKASAW TRAIL DRAINAGE IMPROVEMENTS  
MAY 2024

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: ENSCOR, LLC

(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: JEFF SMITH, OWNER

(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: 5566 COMMANDER DR.

ARLINGTON, TN 38002

PHONE NUMBER: 901-277-6623

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that \_\_\_\_\_ who signed said Proposal on behalf of the CONTRACTOR, was then \_\_\_\_\_ 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: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_

**PARTNERSHIP CERTIFICATE**

(To be executed if BIDDER is a Partnership)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

\_\_\_\_\_; That said firm consists of himself and  
; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_ day of \_\_\_\_\_, 2024.


\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

I, the undersigned JEFF SMITH, hereby certify that I am the Manager of ENSCON, LLC (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that JEFF SMITH who executed the Proposal on behalf of the Company is OWNER of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature 

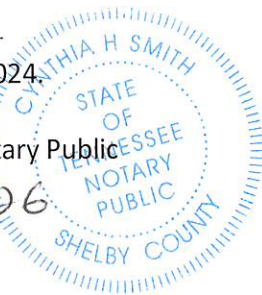
Title OWNER

(SEAL)

Sworn before me this 1 day of August, 2024.

Cynthia H. Smith Notary Public

My commission expires Oct 25 2026



**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, JEFF SMITH, hereby certify that the CONTRACTOR,  
ENSCOR, LLC, is domiciled in the State of TENNESSEE

and (check and complete one):

( ☒ ) attached is a copy of the State of TENNESSEE's current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants resident CONTRACTORS a 0 percent preference over nonresident CONTRACTORS for similar projects.

( ☐ ) the State of \_\_\_\_\_ has no current law pertaining to the treatment of nonresident contractors.

( ☐ ) I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature \_\_\_\_\_

Title owner

(SEAL)

Sworn before me this 1 day of August, 2024.

Cynthia H Smith, Notary Public

My commission expires Oct 25 2026



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

STATE OF ~~MISSISSIPPI~~ <sup>TN</sup>  
COUNTY OF Shelby

I, JEFF SMITH  
(name of person signing affidavit)

individually, and in my capacity as OWNER  
(title)

of ENSCON, LLC  
(name of firm, partnership, limited liability company, or corporation.)  
being duly sworn, on oath do depose and say as follows:

(a) That ENSCON, LLC, Bidder on the "CHICKASAW TRAIL 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 [Signature]  
Title OWNER

(SEAL)  
Sworn before me this 1 day of August, 2024.

Cynthia H. Smith, Notary Public  
My commission expires Oct 25, 2026



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

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

*TN*  
STATE OF ~~MISSISSIPPI~~

COUNTY OF SHERBURY

I, JEFF SMITH  
(name of person signing affidavit)

individually, and in my capacity as OWNER  
(title)

of ENSCON, LLC  
(name of firm, partnership, limited liability company, or corporation.)  
being duly sworn, on oath do depose and say as follows:

(a) That ENSCON, LLC, Bidder on the "CHICKASAW TRAIL 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 [Signature]

Title OWNER

(SEAL)

Sworn before me this 1 day of August, 2024.

Cynthia H Smith, Notary Public

My commission expires Oct 25, 2029

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That ENSCOR, LLC  
(Name of Contractor)  
5566 Commander Drive, Arlington, TN 38002  
(Address of Contractor)

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

Travelers Casualty & Surety Company of America 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 1st day of August  
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:

**"CHICKASAW TRAIL 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.

ENSCOR, LLC

(L.S.)

Travelers Casualty & Surety Company of America

Principal

Surety

By:

By: Joseph Madden, III Attorney-in-Fact

**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.

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

COUNTERSIGNED

BY:

Cooper W. Permenter

Mississippi Resident Agent



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

**POWER OF ATTORNEY**

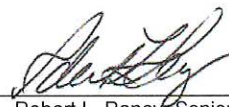
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joseph Madden III** of **MEMPHIS, Tennessee**, 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

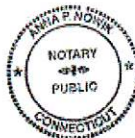
City of Hartford ss.

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, 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 **1st** day of **August**, 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.**