

**PROPOSAL**

Proposal of ENSCOR, 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

**"VAN BUREN AVE. 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 **45** 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: 1 DATE: JULY 17, 2023  
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.

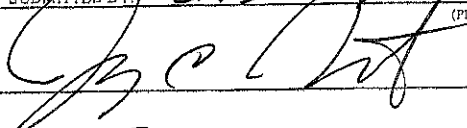
BID FORM - BID NO. 2023-032PW  
 CITY OF TUPELO, MISSISSIPPI  
 VAN BUREN DRAINAGE IMPROVEMENTS  
 07/17/2023 - ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	8000.00	8000.00
2	CLEARING & GRUBBING	LS	1	10,000.00	10000.00
3	REMOVE & REPLACE STREET SIGN	EA	1	500.00	500.00
4	REMOVE & REPLACE ELECTRICAL	LS	1	14280.00	14280.00
5	REMOVAL OF CHAIN LINK FENCE	LF	50	10.00	500.00
6	REMOVAL OF ASPHALT PAVEMENT	SY	200	5.00	1000.00
7	REMOVAL OF CONCRETE DRIVEWAY	SY	15	10.00	150.00
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	345	10.00	3450.00
9	REMOVAL OF EXISTING GRATE INLET	EA	1	1000.00	1000.00
10	REMOVAL OF EXISTING CURB INLET	EA	5	1000.00	5000.00
11	REMOVAL OF 36" RCP	LF	32	40.00	1280.00
12	REMOVAL OF 48" CMP	LF	602	40.00	24080.00
13	CHAIN LINK FENCE	LF	50	30.00	1500.00
14	ASPHALT SURFACE COURSE	TONS	25	250.00	6250.00
15	ASPHALT BASE COURSE	TONS	35	275.00	9625.00
16	CONCRETE DRIVEWAY PAVEMENT	SY	15	200.00	3000.00
17	SAWCUTTING	LF	150	10.00	1500.00
18	CRUSHED STONE SUB-BASE MATERIAL	TONS	130	80.00	10,400.00
19	BORROW EXCAVATION	CY	50	40.00	2000.00
20	36" RCP DRAINAGE PIPE	LF	32	155.00	4960.00
21	58" X 36" RCAP DRAINAGE PIPE	LF	612	320.00	195,840.00
22	58" X 36" RCAP FLARED END SECTION	EA	1	4700.00	4700.00
23	R.C. GRATE INLET W/3'X3' CAST IRON GRATE, PER PLANS	EA	1	12000.00	12000.00
24	R.C. CURB INLET, TYPE SS-2	EA	5	12800.00	64000.00
25	14" STEEL CASING RETROFIT	LF	10	200.00	2000.00
26	CONCRETE, CLASS B	CY	5	1000.00	5000.00
27	CONCRETE CURB & GUTTER	LF	350	40.00	14000.00
28	CONNECT TO EXISTING PIPES	EA	2	1000.00	2000.00
29	SOLID SODDING	SY	1200	7.00	8400.00
30	EROSION CONTROL	LS	1	5000.00	5000.00
31	LANDSCAPING	LS	1	6000.00	6000.00
32	TEMPORARY POWER POLE SUPPORT	LS	1	2500.00	2500.00
33	TEMPORARY FENCING	LS	1	6500.00	6500.00
<b>TOTAL</b>					<b>436,415.00</b>

BID FORM - BID NO. 2023-032PW  
CITY OF TUPELO, MISSISSIPPI  
VAN BUREN DRAINAGE IMPROVEMENTS  
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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

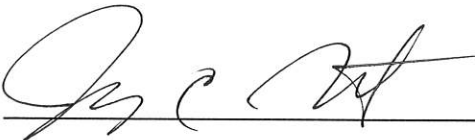
ADDRESS: 5566 COMMANDER DR.  
ARLINGTON, TN 38002

PHONE NUMBER: 901-277-6623

**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 ENSCOR, LLC (All Caps) (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 18<sup>th</sup> day of July, 2023.

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):

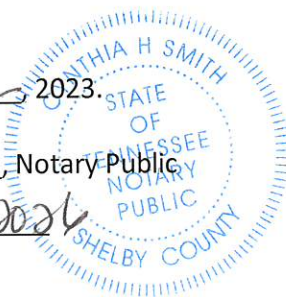
attached is a copy of the State of TENNESSEE's current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants resident CONTRACTORS a 0 percent preference over nonresident CONTRACTORS for similar projects.

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 [Handwritten Signature]  
Title OWNER

(SEAL)  
Sworn before me this 18<sup>th</sup> day of July, 2023.  
[Handwritten Signature] Notary Public  
My commission expires Oct 25, 2024



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

STATE OF ~~MISSISSIPPI~~ TN  
COUNTY OF SHREVEPORT

I, JEFF SMITH  
(name of person signing affidavit)

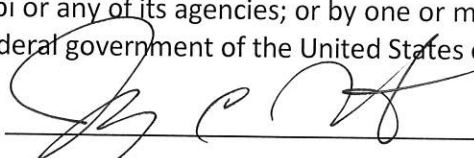
individually, and in my capacity as OWNER  
(title)

of ENSCOR, LLC  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

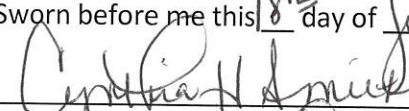
(a) That ENSCOR, LLC, Bidder on the "VAN BUREN AVE. DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor 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 government of the United States of America or any of their agencies.

Signature 

Title OWNER

(SEAL)

Sworn before me this 8<sup>th</sup> day of July, 2023.  
, 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)

STATE OF ~~MISSISSIPPI~~ TN  
COUNTY OF SHADY

I, JEFF SMITH  
(name of person signing affidavit)

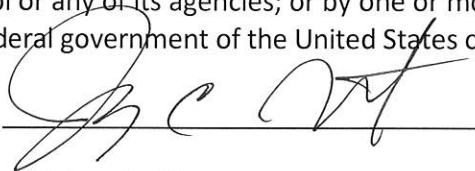
individually, and in my capacity as OWNER  
(title)

of ENSCOR, LLC  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That ENSCOR, LLC, Bidder on the "VAN BUREN AVE. 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.

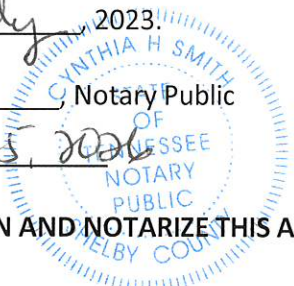
(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature   
Title OWNER

(SEAL)  
Sworn before me this 18<sup>th</sup> day of July, 2023.

Cynthia H. Smith, Notary Public

My commission expires Oct 25, 2026



**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 and Surety Company of America hereinafter called  
"Surety",  
(Name of 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 21st day of July 2023. 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:

"VAN BUREN AVE; 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 the present to be signed by their officers, the day and year first set forth above.

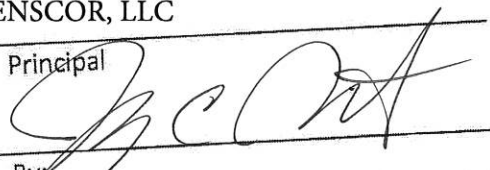
ENSCOR, LLC

(L.S.)

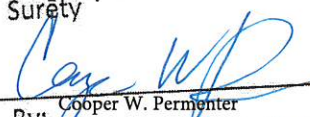
Travelers Casualty and Surety

Company of America  
Surety

Principal



By:



Cooper W. Permenter  
By: 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.

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



**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

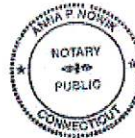
City of Hartford ss.

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 **21st** day of **July**, 2023



  
 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.**

# ENSCOR, LLC

"Sitework Solutions"

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## 12-4-802. Allowance of bidding preferences — Reciprocity. —

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

[Acts 1990, ch. 1062, § 3.]