

PROPOSAL

Proposal of SZS, LLC (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: _____ 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

(\$ 18,798⁴⁰) 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	29,029 ⁰⁰	29,029 ⁰⁰
2	CLEARING & GRUBBING	LS	1	5,000 ⁰⁰	5,000 ⁰⁰
3	REMOVAL OF EXISTING TREE	EA	2	1,000 ⁰⁰	1,000 ⁰⁰
4	REMOVE & REPLACEMENT OF EXISTING WOOD FENCE	LF	190	37 ⁰⁰	7,030 ⁰⁰
5	REMOVAL OF EXISTING GRATE INLET	EA	5	1,200 ⁰⁰	6,000 ⁰⁰
6	REMOVAL OF EXISTING CURB INLET	EA	1	1,500 ⁰⁰	1,500 ⁰⁰
7	REMOVAL OF EXISTING CONCRETE JUNCTION BOX	EA	1	1,500 ⁰⁰	1,500 ⁰⁰
8	REMOVAL OF BRICK HEADWALL	EA	1	1,500 ⁰⁰	1,500 ⁰⁰
9	REMOVAL OF 15" RCP	LF	20	45 ⁰⁰	900 ⁰⁰
10	REMOVAL OF 18" RCP	LF	50	45 ⁰⁰	2,250 ⁰⁰
11	REMOVAL OF 24" CMP	LF	134	28 ⁰⁰	3,752 ⁰⁰
12	REMOVAL OF 24" RCP	LF	112	25 ⁰⁰	2,800 ⁰⁰
13	REMOVAL OF 36" CMP	LF	112	30 ⁰⁰	3,360 ⁰⁰
14	REMOVAL OF 42" CMP	LF	194	28 ⁰⁰	5,432 ⁰⁰
15	REMOVAL OF 48" RCP	LF	230	32 ⁰⁰	7,360 ⁰⁰
16	CRUSHED STONE BASE MATERIAL	TON	190	60 ⁰⁰	11,400 ⁰⁰
17	BORROW EXCAVATION	CY	115	47 ⁰⁰	5,405 ⁰⁰
18	EXCESS EXCAVATION	CY	10	45 ⁰⁰	450 ⁰⁰
19	18" HDPE DRAINAGE PIPE	LF	16	90 ⁰⁰	1,440 ⁰⁰
20	24" HDPE DRAINAGE PIPE	LF	290	90 ⁰⁰	26,100 ⁰⁰
21	36" HDPE DRAINAGE PIPE	LF	112	100 ⁰⁰	11,200 ⁰⁰
22	42" HDPE DRAINAGE PIPE	LF	348	110 ⁰⁰	38,280 ⁰⁰
23	48" HDPE DRAINAGE PIPE	LF	230	130 ⁰⁰	29,900 ⁰⁰
24	18" REINFORCED CONCRETE FLARED END SECTION	EA	1	2,700 ⁰⁰	2,700 ⁰⁰
25	48" REINFORCED CONCRETE FLARED END SECTION	EA	1	4,800 ⁰⁰	4,800 ⁰⁰
26	4' X 3' REINFORCED CONCRETE GRATE INLET	EA	3	4,000 ⁰⁰	12,000 ⁰⁰
27	6' X 3' REINFORCED CONCRETE GRATE INLET	EA	4	4,500 ⁰⁰	18,000 ⁰⁰
28	REINFORCED CONCRETE CURB INLET	EA	1	5,000 ⁰⁰	5,000 ⁰⁰
29	CONCRETE, FLOWABLE FILL	CY	42	270 ⁰⁰	11,340 ⁰⁰

**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	900 ⁰⁰	4,500 ⁰⁰
31	CONNECT TO EXISTING PIPES	EA	6	700 ⁰⁰	4,200 ⁰⁰
32	SOLID SODDING	SY	2890	6 ⁰⁰	17,340 ⁰⁰
33	LANDSCAPING	LS	1	14,000 ⁰⁰	14,000 ⁰⁰
34	TEMPORARY POWER POLE & ELECTRICAL SERVICE	EA	3	2,000 ⁰⁰	6,000 ⁰⁰
35	TEMPORARY POWER POLE SUPPORT	EA	3	2,000 ⁰⁰	6,000 ⁰⁰
36	TEMPORARY FENCING / BARRIER	LS	1	7,500 ⁰⁰	7,500 ⁰⁰
37	EROSION CONTROL	LS	1	9,000 ⁰⁰	9,000 ⁰⁰
38	CONTINGENCY (10%)	LS	1	\$50,000.00	\$50,000.00

TOTAL

375,968⁰⁰

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: JTS, LLC
(PLEASE PRINT)

SIGNATURE: *Zeke Scruggs*

NAME AND TITLE: Zeke Scruggs / Owner
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: 173 CR 1349
Tupelo, MS 38804

PHONE NUMBER: 662-397-6486

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned owner, hereby certify that I am the Manager of SSS, 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 Zeke Scruggs 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 Zeke Scruggs
Title Owner

(SEAL)

Sworn before me this 7 day of June, 2024.

Marcy L. Christian, Notary Public

My commission expires Aug. 18, 2026



NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

I, Zeke Scruggs
(name of person signing affidavit)

individually, and in my capacity as Owner
(title)

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

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

(a) That JZS, LLC, 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 Zeke Scruggs

Title Owner

(SEAL)
Sworn before me this 7 day of June 2024.

Marcy L. Christian, Notary Public

My commission expires Aug. 18, 2026



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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That JZS, LLC
(Name of Contractor)

173 CR 1349, Tupelo, MS 38804
(Address of Contractor)

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

The Cincinnati Insurance Company 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.

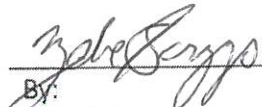
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.


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.

JZS, LLC
Principal

(L.S.)

The Cincinnati Insurance Company
Surety

By: 


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.

*** END OF SECTION ***

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Ric Stallings, Richard Powell Jr, Richard Powell, Cooper W. Permenter, Joseph Madden III, Daniel Blake Dickens, Keith Brown,

of-GERMANTOWN, TN

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

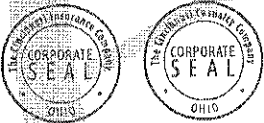
Fifty Million Dollars and 00/100 (\$50,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Corlett

Keith Corlett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 7th day of June, 2024



Ed H.