

PROPOSAL

Proposal of FALCON CONTRACTING CO. INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a CORPORATION

insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "**OWNER**"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of

"TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2025 ANNUAL BID"

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 his BID or 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 270 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$300.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER	DATE
<u>1</u>	<u>5/23/25</u>

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 the BIDDER from any obligation in respect to this BID.

CONTRACT ADDENDUM

Contract Addendum No. One

Addendum Date: May 23, 2025

NAME OF PROJECT: TUPELO MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM 2025 ANNUAL BID

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. **Section B – INFORMATION FOR BIDDERS, ITEM 26. Secondary Street List:** the date for completion has been changed from December 1, 2024 to November 1, 2025
2. **Section B – INFORMATION FOR BIDDERS, ITEM 28. Notice to Proceed:** the date for issuing the Notice to Proceed has been changed from June 1, 2024 to June 18, 2025
3. **Section B – INFORMATION FOR BIDDERS, ITEM 29. Payment / Pay Requests:** the date to submit pay applications has been changed from September 21, 2024 to November 2, 2025
4. **APPENDIX:** The attached Project Street List has been added in the Appendix

PROJECT STREET LIST

Tupelo Major Thoroughfare Mill & Overlay Program
2025 Annual Bid

No	Street Name	B.O.P.	E.O.P.	Approx. Length (ft)	Approx Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
PRIMARY STREET LIST								
1	Lawndale	Harrison	Cliff Gookin	7,495	27	22,485	2,580	
2	Lawndale	Cliff Gookin	Mitchell Rd	2,306	36	9,224	1,058	
3	Cliff Gookin	Thomas	Lawndale	5,331	60	35,540	4,078	
4	Cliff Gookin	Lawndale	Gloster	4,667	60	31,113	3,570	
5	Eason Blvd	Briar Ridge	E. Main	9864	35	38,360	4,402	
TOTALS						136,722	15,689	

NOTES:

1. Projects shall be completed based on the order defined on the Street List, unless otherwise coordinated/approved by Engineer or Owner
2. Side street Millbacks shall be 50' max. as directed in the field by the Street Department Manager
3. Based on funding, scheduling, Owner preference, additional streets may be added to the Project List and shall be completed by Contractor as part of Contract.

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, Technical 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

(\$ \$118,935.10) and hereby agrees 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 the 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 addresses of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

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

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

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 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 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 Order.

(SEE FOLLOWING SHEET FOR BID ITEMS)

SECTION D - BID FORM
TUPELO PUBLIC WORKS BID NO. 2025-016PW
TUPELO MAJOR THOROUGHFARE
MILL & OVERLAY PROGRAM - 2025 ANNUAL BID
APRIL 2025

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	136,722	\$2.25	\$307,624.50
2	Asphalt Surface Course, 9.5mm Mix	TON	15,689	\$132.00	\$2,070,948.00
3	Granular Shoulder Material, In Place	CY	1	\$125.00	\$125.00
4	4" Temporary Traffic Stripe, Cont. White	LF	1	\$1.50	\$1.50
5	4" Temporary Traffic Stripe, Cont. Yellow	LF	1	\$1.50	\$1.50
6	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	\$1.50	\$1.50
GRAND TOTAL (ALL ITEMS) <i>TWO MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND SEVEN HUNDRED AND TWO %100</i>					\$2,378,702.00

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS 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 END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

RESPECTFULLY SUBMITTED BY: FALCON CONTRACTING CO. INC.
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: WILLIAM SWEDENBURG - PRESIDENT

ADDRESS: PO Box 7530
COLUMBUS, MS 39705

PHONE NUMBER: 662-327-2053



CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, REBECCA HAYES certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that WILLIAM SWEDENBURY who signed said Proposal on behalf of the Contractor, was then PRESIDENT 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: REBECCA HAYES

Title: SECRETARY/TREASURER

Signature: Rebecca Hayes

Date: 5/29/25



PARTNERSHIP CERTIFICATE

(To Be Executed If Bidder Is A Partnership)

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2025, 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.

Name: _____

Signature: _____

Notary Public in and for the

County of _____

State of _____

(NOTARY SEAL)

My Commission Expires: _____

LIMITED LIABILITY COMPANY CERTIFICATE

(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned _____, hereby certify that I am the Manager of _____ (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 _____ who executed the Proposal on behalf of the Company is _____ 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.

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Notary Public in and for the

County of _____

State of _____

(NOTARY SEAL)

My Commission Expires: _____

NONRESIDENT BIDDER CERTIFICATE

(to be executed if BIDDER is a nonresident)

I, _____, hereby certify that the CONTRACTOR
_____, is domiciled in the State of _____

And (check and complete one)

(☐) attached is a copy of the State of _____'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph _____, page _____ of said law grants resident CONTRACTORS a _____ 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: _____

(SEAL)

Sworn before me this _____ day of _____, 2025

_____, Notary Public

My commission expires _____

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF LEE

I, WILLIAM SWEDENBURG
(name of person signing affidavit)

Individually, and in my capacity as PRESIDENT
(title)

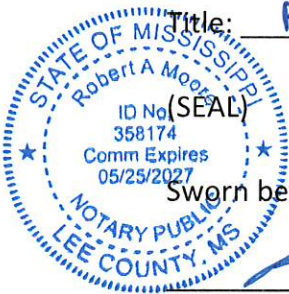
of FALCON CONTRACTING CO. INC.
(name of firm, partnership, limited liability company, or corporation.)

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

- a. That FALCON CONTRACTING CO. INC. Bidder on the MAJOR THOROUGHFARE ~~Local Street Maintenance~~ Mill & Overlay Program
– ~~2024~~ 2025 Annual Bid in the City of Tupelo, Mississippi, 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 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: PRESIDENT



Sworn before me this 29th day of May, 2025

[Signature] Robert Moore Notary Public

My commission expires 5/25/2027

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

WS

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF LEE

I, WILLIAM SWEDENBURG
(name of person signing affidavit)

Individually, and in my capacity as PRESIDENT
(title)

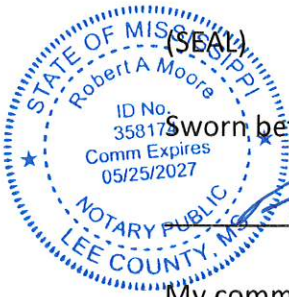
of FALCON CONTRACTING CO. INC.
(name of firm, partnership, limited liability company, or corporation.)

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

- c. That FALCON CONTRACTING CO. INC., Bidder on the ^{MAYOR THOROUGHFARE} ~~Local Street Maintenance~~ **Mill & Overlay Program**
~~2024~~ ²⁰²⁵ **Annual Bid** in the **City of Tupelo, Mississippi**, 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 with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. 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: PRESIDENT



Sworn before me this 29th day of May, 2025

[Signature] - Robert A. Moore Notary Public

My commission expires 5/25/2027

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

SECTION E

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Falcon Contracting Co., Inc.

(Name of Contractor)

P. O. Box 7530, Columbus, MS 39705

(Address of Contractor)

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

Fidelity and Deposit Company of Maryland 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 29th day of May, 2025. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of improvements defined **"Tupelo Major Thoroughfare Mill & Overlay Program – 2025 Annual Bid"**

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 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, this day and year first set forth above.



Fidelity and Deposit Company of Maryland
Surety

A blue ink signature of Trina Cobb.

By: Trina Cobb Attorney-in-Fact
Resident Mississippi Agent
Fisher Brown Bottrell/MMA



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.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR., Braxton Davis BRUMFIELD, of Jackson, Mississippi**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of March A.D. 2025.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 10th day of March A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of May 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclains@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790