

Falcon Contracting Co., Inc.

PO Box 7530

Columbus, MS 39705

662-327-2053

Certificate of Responsibility # 05973-MC

City of Tupelo, MS

Attn: Kim Hanna

Purchasing Office, City Hall 1st Floor 71E Troy St

Tupelo, MS 38804

Bid For the Construction of:

Bid No. 2026-004PW:

Local Street Maintenance Mill & Overlay Program – 2026 Annual Bid

Tupelo, MS

Date: 2/24/2026 @ 10:00 AM

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR

BID NO. 2026-004PW LOCAL
STREET MAINTENANCE MILL &
OVERLAY PROGRAM 2026
ANNUAL BID
City of Tupelo, MS



February 2026

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
CITY OF TUPELO, MISSISSIPPI
LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM- 2026 ANNUAL BID BID
NO. 2026-004PW

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SECTION A
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on February 24, 2026**, at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as "**LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2026 ANNUAL BID**", Bid No. 2026-004PW, with

Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.

Bids are related to the construction of roadway related projects to include cold milling, asphalt pavement overlay, traffic striping and related improvements on public rights of way within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public Works for the purpose of roadway and related improvements to consist of the milling of existing asphalt roadways and the overlay of existing local streets as defined by the Owner as specified in the Contract Documents. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing rights-of-way owned and maintained by the City of Tupelo.

All work for streets on the Primary Street List shall be completed by January 31, 2027. A Pre-Bid Conference will be held at 1:30 PM local time on Thursday, February 12, 2026, at the Tupelo Public Works Department located at 604 Crossover Road in Tupelo, Mississippi. It shall be **MANDATORY** for each Bidder to have a minimum of one (1) representative at this meeting in order to be eligible to submit a bid for this project. This representative shall be an Owner/Principal of the company and/or shall be the Project Manager or Project Superintendent that will be assigned to this project for each prospective bidder. Failure to meet these conditions shall prohibit the Bidder from submitting an eligible bid, and such bids will not be accepted by the Owner.

Contract Drawings, including Drawings and Specifications may be viewed or purchased in hard copy or electronic format at www.tupelomsbids.com. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding the purchase of project documents or electronic bidding should be directed to Plan House at (662) 407-0193.

Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

X

Kim Hanna, City Clerk

Publish Dates: 01/23/2026 and 01/30/2026 in the NE Mississippi Daily Journal

SECTION B
INFORMATION FOR BIDDERS

SECTION B-INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

- A. A Pre-Bid Conference will be held at 1:30 PM local time on **February 12, 2026**, at the Tupelo Public Works Department located at 604 Crossover Road in Tupelo, Mississippi. It shall be MANDATORY for each Bidder to have a minimum of one (1) representative at this meeting in order to be eligible to submit a bid for this project. This representative shall be an Owner/Principal of the company and/or shall be the Project Manager or Project Superintendent that will be assigned to this project for each prospective bidder. Failure to meet these conditions shall prohibit the Bidder from submitting an eligible bid, and such bids will not be accepted by the Owner.
- B. Bids will be received by the City of Tupelo no later than 10:00 AM local time on **February 24, 2026** via the methods specified in SECTION A – Advertisement, which is bound herewith and per the requirements set forth herein.

2. Bid Proposal:

- A. Shall be made on forms provided and all applicable blank spaces filled in. Alterations, erasures, or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding the purchase of project documents or electronic bidding should be directed to Plan House at (662) 407-0193. No oral, telephonic or telegraphic proposals will be considered.
- B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids (**in duplicate**) in an opaque sealed envelope marked in the lower left hand corner as follows:
- E.
 - i) Bid for construction of: Bid No. 2026-004PW: "LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2026 ANNUAL BID."
 - ii) Certificate of Responsibility No. 05973-MC
 - iii) Submitted to City of Tupelo
ATTN: Kim Hanna
Purchasing Office, City Hall, 1st Floor 71E Troy Street
Tupelo, MS 38804
- F. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. Method of Bidding:

- A. The Bid will consist of a base bid amount in accordance with the totals per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.
- B. The **CITY OF TUPELO** reserves the right to reject any or all bids and to waive any or all informalities.
- C. The **CITY OF TUPELO** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the City.

4. Addenda and Interpretations

- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
- B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become part of the Contract.

5. Certificate of Responsibility Number:

- A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
- B. **No bids will be accepted, opened, or considered unless the above information is given as specified.**
- C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER or ENGINEER.

6. Notice to Nonresident Bidders:

- A. A nonresident BIDDER domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident BIDDER'S state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. This preference, if it is a percentage of the bid or other monetary amount, is not to be added to the nonresident BIDDER'S bid by the nonresident BIDDER. The ENGINEER will add a line to the bid tabulation report that shows the amount of the nonresident BIDDER premium when the bids are tabulated for the sole purpose of determining the order of the BIDDERS.

- B. When a nonresident CONTRACTOR submits a bid for a public project, he shall attach thereto a copy of his resident state's current bid law pertaining to such state's treatment of nonresident CONTRACTORS.
 - C. Nonresident BIDDERS Certificate: CONTRACTOR must complete the Nonresident BIDDERS Certificate included in the Contract Documents (Section C) and submit same as part of their bid.
 - D. As used in this section, the term "resident contractors" includes a nonresident person, firm, or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm, or corporation.
7. **Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
8. **Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within the **ten (10) days** after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
9. **Security for Faithful Performance:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
10. **Law and Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
11. **Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the Project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.
12. **Obligation of Bidder:** At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications, and Contract Documents (including addenda issued, if any).

- 13. Time of Completion:** Bidder must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the number of consecutive calendar days as set forth in these Contract Documents.
- 14. Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful BIDDER after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
- 15. Non-Collusion Affidavit:** CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid.
FAILURE TO DO SO WILL DISQUALIFY THEIR BID.
- 16. Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
- 17. Subcontractor:** The Bidder is specifically advised that any person, firm, or other party to whom it proposes to award a subcontract must be acceptable to the Owner. **The total allowable subcontract amounts shall not exceed fifty percent (50%) of the contract amount.**
- 18. Qualifications of Subcontractors, Material and Equipment Suppliers:**
- A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and ENGINEER for acceptance, a list of names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials and equipment) proposed for those portions of the Work as to which identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person, or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person, or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material, or Equipment that is not in conformance with the requirements of the Contract Documents.
 - B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of the OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.
- i. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - ii. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - iii. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

19. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
20. **Insurance:** The Bidder will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
21. **Owner's Representative:** The CITY ENGINEER shall serve as the OWNER'S primary representative during the Project and shall coordinate with and manage the CONTRACTOR following the Notice of Award until final inspection and closeout of the Project is completed. The CONTRACTOR shall issue all necessary submittals, questions, etc. to the CITY ENGINEER and the CITY ENGINEER shall be responsible for issuing directives, approvals, etc. to the CONTRACTOR during the construction phase of the Project. The Tupelo Public Works Department shall also have other representatives that participate in the management, inspection, etc of the Project, but the CITY ENGINEER will be the primary contact for the CONTRACTOR for the duration of the Project.
22. **Pre-Construction Conference:** The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the issuance of the Notice to Proceed. The primary objective of the conference will be to review the Primary Project List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary work, etc.
23. **Performance Requirements:** Upon issuance of the Notice to Proceed by the Owner, the Contractor will initiate the work as defined in the Contract Documents and/or specified in the Notice to Proceed. Unless a time interval for the Contractor to pull off the Project is approved by the Owner, the Contractor shall provide at least one crew (milling and/or paving) to be actively working on the Project (including streets on the Primary Street List provided by the Owner) on a daily basis. If the Contractor has other contracts for similar work with the Owner, each contract and milling/paving crews will be independent of one another. A separate crew working on another contract shall constitute the fulfillment of the performance requirements as defined herein. The Contractor shall provide daily traffic control measures as required prior to completing work on any street each day. The Contractor shall work daily to complete milling and overlay work so that the work is consecutive from beginning or each street to the end of each street unless weather does not allow. If interrupted by inclement weather, the Contractor shall be required to resume work as soon as site conditions allow. If the Contractor has questions about the site conditions being acceptable for work, the Contractor shall coordinate with the Engineer in this regard for final resolution. If required and approved by the Owner in writing, the contractor shall be allowed to move off the project

temporarily after the completion of an individual street (not allowed while milling and/or overlay work for an individual street is incomplete). No delays in the work shall be allowed while in the middle of an individual street unless site conditions prevent work from being completed or within the following limits: overlays shall be initiated within 10 days of the completion of cold milling on each street; temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities; permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities.

24. **Liquidated Damages based on Performance:** The City of Tupelo Public Works Department shall issue a Primary Street List to the Contractor for specific milling and overlay improvements to be completed in compliance with the General Conditions of Work. The Contractor shall be given reasonable time to coordinate and begin the work as defined by the Primary Work Period. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the defined Contract Period and shall be in accordance with the Performance Requirements defined in Paragraph 25 herein. The Bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300.00 per day should the roadways defined on the Primary Street List not be completed by the end of the Contract time as defined in the Executed Contract.

In addition, should the Contractor not meet the Performance requirements set forth in Paragraph 25 above, the Bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300 per each day that work is not completed on the Project site until such time as the work is resumed unless such absence is necessary and coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. milling, overlay, striping) in order to fully complete the work. As a result, no damages will be charged to the contractor for coordination between these separate activities. Once the milling is completed, the Contractor shall have 10 days to begin the overlay portion of the project. Temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities. Permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, the Contractor agrees that the City will apply Liquidated Damages in the amount of \$300.00 per day for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary Street List.

25. **Primary Street List:** The City of Tupelo Public Works Department has published a Primary Street List to define the roadways that are to be milled and overlaid as part of this Project. The Primary Street List is included in the Contract Documents as part of Section C – Scope of Work. The Public Works Department, upon issuance of the Notice to Proceed to the Contractor, may prioritize the order of work in which streets should be completed by the Contractor.

26. **Contract Award:** Award of Contract, if made, shall be within **30 days** of Receipt of Bids.

27. **Issuance of “Notice to Proceed”:** If the Contract is awarded, the OWNER will issue the “Notice to Proceed” with an effective date no later than March 18, 2026. The Contractor may request that the Notice to Proceed be issued by the OWNER prior to this date and, if agreed to by the Public Works Director, the Notice to Proceed may be issued with an effective date as requested by the CONTRACTOR. The only potential variable in approving a Notice to Proceed date outside of the timeframe defined herein shall be the consideration of potential impacts of weather to the proposed types of work that are associated with this Project. If warranted, the Engineer may delay the Notice to Proceed date beyond March 18, 2026, in order to derive more favorable conditions for the proposed roadway work.
28. **Payment / Pay Requests:** Pay Periods for this project will be monthly based on calendar months. The contractor shall utilize the formats provided for submitting pay estimates / applications as represented by the forms included in Section H – Standard Pay Estimate Sheets. Additional Information may be provided by the Contractor, if necessary, or as requested by the Owner or Engineer. But no pay estimate / application will be considered for payment unless the included pay estimate sheets are completed and provided as part of the pay request package. The specifications allow for adjustments to asphalt prices based on the included formulas that may be adjusted up or down based on changes in the Liquid Asphalt Cement Index price over the course of the project. As such, the Contractor shall submit any adjustments, including either increases or decreases, on a monthly basis with each pay application. It is the contractor’s responsibility to list the base asphalt index price at the time of the bid and the index price for the pay period for reference on each pay application and to compute any price changes based on the fuel adjustment formula. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner if the charges are not included on the Contractor’s pay application for the work completed for each pay period. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner after the final pay estimate has been submitted by the Contractor for the work completed for this project. No pay applications shall be submitted to the Owner by the Contractor following January 31, 2027, unless work is directed by the Owner and completed by the Contractor following this date. If directed by the Owner, the Contractor shall complete the work and submit a separate pay application for any work completed in monthly pay periods. Any changes in prices due to fuel adjustments, whether an increase or decrease, shall also be included on each subsequent pay application submitted by the Contractor for additional work.

SECTION C
GENERAL CONDITIONS OF WORK

CITY OF TUPELO – DEPARTMENT OF PUBLIC WORKS GENERAL

CONDITIONS OF WORK

DATE: January 23, 2026

SUBJECT: General Conditions / Scope of Work / Project Area

PROJECT: Local Street Maintenance Mill & Overlay Program – 2026 Annual Bid

The contract documents do not include a set of construction plans/project drawings for the proposed improvements that shall be provided to the Contractor for this Project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be disregarded. The Scope of Work shall not supersede the Technical Specifications but shall provide a summary of the existing and proposed conditions that are included as part of the proposed project.

Generally, this contract is to provide construction work to complete roadway milling and asphalt overlay improvements on existing local streets within the City of Tupelo as directed by the Tupelo Public Works Department. This work shall include cold milling, asphalt paving, temporary striping, and shoulder work as necessary to provide a finished project in compliance with the technical specifications and the directives provided by the Owner for each individual work order.

All proposed improvements shall be located within the City of Tupelo street right-of-way (ROW). Improvements shall be in accordance with the directives, specifications, and applicable local, state, and federal guidelines associated with providing/installing the roadway improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

Work on the project shall consist of the following items included on the bid form and per the directives included herein, technical specifications, and manufacturer's material recommendations:

PROJECT PAY ITEMS:

1. COLD MILLING: The Contractor shall provide the labor, equipment, etc. required to cold mill existing asphalt streets and intersections as required to complete the work as defined on the attached Primary Street List. Milling shall be completed in coordination with the asphalt overlay improvements included as part of this contract. The average depth for milling shall be two (2) inches but may vary based on the requirements for each street, or portion thereof as defined in the field by the Owner and/or Engineer. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner. 250 +/- tons of milled material shall be provided to the City of Tupelo for future utilization upon request. This material shall be hauled by the Contractor and stockpiled to the existing City materials yard on Commerce Street or as directed by the Owner. All other excess materials shall be removed and disposed of by the Contractor. No separate pay will be provided for hauling, stockpiling, or disposing of milled material. If required, saw cutting shall be an absorbed item.

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2. **BASE REPAIR COLD MILLING (Short Run Work):** The Contractor shall provide the labor, equipment, etc., required to cold mill existing asphalt streets and/or as required to mill existing dig out patch areas filled with granular material as necessary to complete base repairs and install Asphalt Base Course, 19 mm mix prior to the final surface course overlay. This pay item shall only be used in association with Short Run paving & patch work as defined in this Section for point repairs/patch work. Normal milling along curbs, gutters, transition areas, and full width street milling shall be measured and paid under the Cold Milling item on the Bid Form (Item No. 1) as required to complete the work as defined on the attached Primary Project List. Base Repair Cold Milling shall be completed in coordination with asphalt base course installation in areas defined by the Owner prior to the final overlay of each street. The average depth for milling shall be three (3) inches. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner.

3. **ASPHALT SURFACE COURSE, 9.5 MM MIX:** The Contractor shall provide the materials, labor, and equipment to pave existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a surface course mix provided and installed by the Contractor in accordance with the MDOT Specifications. The surface course material provided by the Contractor and placed in the field may be a 9.5 mm mix, SC-1 Type 8 Mix, or a similar equivalent mix design approved in writing by the City Engineer. The Mix design shall be submitted by the Contractor and approved by the City Engineer prior to any work on the project for the specific roadway improvements. The minimum course thickness shall be 1.5" and the maximum thickness shall be 2.5", The proposed thickness for all asphalt overlays for this Project shall be 2.0" minimum, unless otherwise directed by the Engineer for particular streets or portions thereof. The proposed asphalt surface course shall be installed within the limits of the existing roadways unless otherwise directed by the Owner.

4. **ASPHALT BASE COURSE, 19 MM MIX (SHORT RUN PATCH REPAIRS):** The Contractor shall provide the materials, labor, and equipment to provide point repairs/base repairs (short run repairs) on existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a binder course mix provided and installed by the Contractor in accordance with the MDOT Specifications. The base course material provided by the Contractor and placed in the field may be a 19 mm mix, BB-1 Mix, or a similar equivalent mix design approved in writing by the City Engineer. The Mix design shall be submitted by the Contractor and approved by the City Engineer prior to any work on the project for the specific roadway improvements. The minimum course thickness shall be 2.0" and the maximum thickness shall be 3.0". Asphalt base course installed under this item shall be as required to repair patches, digouts, utility cuts, single lane problem areas, etc. as associated with short-run work in order to complete base repairs on existing roadways prior to the overlay with the final surface course.

5. GRANULAR MATERIAL FOR SHOULDER WORK: If required to meet the specification requirements along roadways with existing granular material shoulders, the Contractor shall install an approved clay/gravel mix, or soil/gravel mix with similar gradation and material type along existing roadway shoulders at the new edge of pavement following the asphalt overlay. The material, gradation, etc. shall be approved by the Owner prior to delivery to the site and placement in the field. Such work shall only be completed as necessary to promote safety for finished improved streets and shall not be required along most of the proposed roadways included on the Primary Street List. The Contractor shall be paid per cubic yard of material provided and placed in the field per the respective specifications. No other payment shall be made for providing and placing granular shoulder material.

6. 4" TEMPORARY TRAFFIC STRIPE, CONTINUOUS WHITE/YELLOW: If directed by the Public Works Street Department, the Contractor shall install temporary striping on local roadways following the completion of the asphalt overlay. All streets included on the primary street lists will not require temporary striping. The Contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any such striping. The striping shall be installed under this pay item for all CONTINUOUS pattern temporary striping, which will include both Continuous White and Continuous Yellow. Locations for each shall be as defined by the Owner in the field. The Contractor shall be paid per LF of continuous temporary stripe installed, regardless of the color utilized.

7. 4" TEMPORARY TRAFFIC STRIPES, SKIP WHITE/YELLOW: If directed by the Public Works Street Department, the Contractor shall install temporary striping on local roadways following the completion of the asphalt overlay. All streets included on the primary street lists will not require temporary striping. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any such striping. The striping shall be installed under this pay item for all Skip pattern temporary striping, which will include both Skip White and Skip Yellow. Locations for each shall be as defined by the Owner in the field. The Contractor shall be paid per LF of continuous temporary stripe installed, regardless of the color utilized.

The Contractor shall be required to provide these items for various types of applications to assist the Tupelo Public Works Department in the overall roadway maintenance program efforts. The work shall generally include the following:

FINAL ROADWAY MILL & OVERLAY WORK: This shall constitute the majority of the work to be performed under this Contract. Cold milling and asphalt surface course (9.5 mm mix) work shall be completed on all of the existing streets identified on the Primary Project List included at the end of this section. Cold Milling for this work shall be measured and paid for with Item No. 1 on the Bid Form and overlay work shall include asphalt surface course per Item No. 3 on the Bid Form.

BASE REPAIR MILL & PATCH WORK (SHORT RUN WORK): The Contractor shall provide work on short run areas for small sections of existing streets. This work shall include milling and overlay work related to single lanes, dig out areas, patch work, pipe-culvert/utility pipe crossings, etc. The Contractor will mill out existing asphalt or granular material from the defined base repair areas and shall replace the milled out material with asphalt base course. This work shall be identified and directed by the Tupelo Public Works Department in the field and shall only be performed by the Contractor upon the direction and approval of the Engineer and/or Street Maintenance Director. Areas shall be clearly marked and defined in the field by the Engineer prior to the commencement of milling and/or overlay activities by the Contractor. Cold Milling for short run patch work shall be measured and paid for with Item No. 2 on the Bid Form and base repair work shall include the asphalt base course per Item No. 4 on the Bid Form.

The Contractor shall erect and maintain construction signing and barricades along existing City streets as necessary to protect labor, equipment, pedestrians, vehicular traffic, etc. Traffic cones, etc., and other safety related devices, equipment, systems, etc. shall be the responsibility of the Contractor. The Owner and Engineer shall not be responsible for advising of said safety related measures, etc. nor held liable for any issues resulting from the same.

The Contractor shall install Temporary Striping as directed by the Owner. Many of the local streets on the street lists shall not require temporary striping following asphalt overlay improvements. Temporary striping shall only be installed on streets with 3 traffic lanes or more or as directed by the Tupelo Public Works Department and/or Engineer. If required, temporary striping shall be installed by the Contractor within 2 days of the completion of asphalt overlay work for each individual street.

If required, the Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system should any excavation be required as part of the project preparation. Should utilities require relocation, the Contractor shall notify the City and the city shall be responsible for the relocation of existing utilities prior to the commencement of work by the Contractor. Should the Contractor damage existing utilities or other existing improvements, the Contractor shall repair/replace the damaged utilities or other existing improvements, etc. at no additional cost to the City.

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to project areas located on rights-of-way owned and maintained by the City of Tupelo. Should the Contractor find it necessary to utilize private property for staging, storage, improvements, etc., the Contractor shall be solely responsible for soliciting and procuring the necessary permission/access from the private property owner prior to commencing any work on said private property. No work shall be completed on MDOT rights-of-way without the approval of the necessary permits from the Mississippi Department of Transportation (MDOT). Should MDOT Permits be required to facilitate individual work orders, the City shall be responsible for providing such approved permits.

The Public Works Department will provide a final Primary Street List to the contractor that will define the roadways that are to be milled and overlaid during the Primary Period of Work. The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the Issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Street List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc. Following the Pre-Construction Conference, the Contractor will be afforded the opportunity to coordinate with the Public Works Department representative to inspect each street prior to the issuance of the Notice to Proceed. The City of Tupelo will issue the Notice to Proceed with an effective date prior to but no later than June 1, 2026, unless otherwise requested by the Contractor and approved by the Owner.

Upon issuance of the Notice to Proceed by the Owner, the Contractor will initiate the work as defined in the Contract Documents and/or as specified in the Notice to Proceed. Unless a time interval for the Contractor to pull off of the Project is approved by the owner, the Contractor shall provide a minimum of one crew (milling and/or paving) to be actively working on the Project (including streets on the Primary Street List provided by the Owner) on a daily basis. If the Contractor has other contracts for similar work with the Owner, each contract and respective requirements for milling/paving crews shall be independent of one another. A separate crew working on another contract shall not constitute the fulfillment of the performance requirements as defined herein.

The Contractor shall provide traffic control measures as required prior to completing work on any street each day. The Contractor shall work daily to complete milling and overlay work so that the work is consecutive from the beginning of each street to the end of each street unless weather does not allow. If interrupted by inclement weather, the Contractor shall be required to resume work as soon as site conditions allow. If the Contractor has questions about the site conditions being acceptable for work, the Contractor shall coordinate with the Engineer in this regard for final resolution. If required and approved by the Owner in writing, the Contractor shall be allowed to move off the project temporarily after the completion of an individual street. The suspension of work/construction activities shall not be allowed while milling and/or overlay work for an individual street has been started and remains incomplete. No delays in the work shall be allowed while in the middle of an individual street unless site conditions prevent work from being completed or within the following limits: overlays shall be initiated within 10 days of the completion of cold milling on each street; temporary striping, if required by the Owner, shall be installed within 2 days of the completion of overlay activities.

Should the Contractor complete the milling and overlay work for the streets defined on the Primary Street List and still have time remaining in the Contract, the Owner may supplement the Project List with additional streets to be improved as part of this Project. Priority of any supplemental street improvements shall be as defined by the Owner.

The Primary Street List included at the end of this Section indicates the specific milling and overlay improvements to be completed as part of this project. The Contractor shall be given reasonable time to coordinate and begin the work in accordance with the Notice to Proceed. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the defined Contract Period and be in accordance with the Performance Requirements defined in the Contract Documents. The Bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300.00 per day for failure to meet the required Performance Requirements and/or should the roadways defined on the Primary Street List not be completed by the end of the Contract Time as defined in the executed Contract. The Performance Requirements and related Liquidated Damages are defined in Paragraph 24-25 of Section B – Information for Bidders included in the Contract Documents.

PROJECT COORDINATION BETWEEN CONTRACTOR & OWNER/ENGINEER shall be necessary for all facets of the proposed project whether discussed within Section C or not. Some additional items for consideration by the Contractor with respect to additional coordination with the Owner and Engineer during the project that will be necessary to facilitate the work based on conditions that are necessary for the City of Tupelo and required by the Contractor for this Project. Additional Items that will require specific coordination during the Project include:

The City of Tupelo will communicate with local Railroad (RR) Companies (i.e. BNSF, CPKC) with respect to coordination of project activities and RR Inspections / personnel. The Contractor will not be required to provide RR Personnel for activities completed adjacent to local RR mainlines. However, it is the responsibility of the Contractor to coordinate with the Owner and Engineer in advance of completing any work within 100 LF of an existing RR in order to allow the Owner the opportunity to adequately coordinate with the appropriate RR Company. Any fees associated with the RR inspections, etc. shall be paid for by the Owner and shall not be the responsibility of the Contractor. The City of Tupelo has other ongoing contracts for street/roadway maintenance and related drainage improvements, etc. In some cases, the Contractor shall be required to coordinate with the Owner and Engineer to schedule work so that overall street maintenance objectives may be achieved for local streets. Such coordination may include dig outs, short run patching/paving, drainage pipe/inlets, curb & gutter, and other related work that the City may require under other project or term contracts.

ASPHALT LOAD TICKETS shall be provided by the Contractor to the Owner on a daily basis. The Contractor shall note on each load ticket in the field the actual street name that the Contractor is working on when the ticket is delivered/accepted from the truck driver. Load tickets shall be divided by individual street and provided to the Owner separated by street name. If additional work is required for a street beyond one day, then the Contractor may retain copies of tickets until such time as the particular street is completed and then shall provide the tickets separated by street within 24 hours after the completion of the street. The Engineer may request copies of load tickets at the end of each day, even if it is prior to the completion of an individual street, if preferred. The Contractor shall not submit for payment for streets and corresponding asphalt tonnages unless the tickets have been separated and submitted to the Owner for that individual street.

PAY PERIODS / PAY REQUESTS: The Contractor shall utilize the formats provided for submitting pay estimates/applications as represented by the forms included in Section H – Standard Pay Estimate Sheets. Additional information may be provided by the Contractor, if necessary, or as requested by the Owner or Engineer. No pay estimate / application will be considered for payment unless the included pay estimate sheets are completed and provided as part of the pay request package.

The specifications allow for adjustments to asphalt prices based on the included formulas that may be adjusted up or down based on changes in the Liquid Asphalt Cement Index price over the course of the project. As such, the Contractor shall submit any adjustments, including either increases or decreases, on a monthly basis with each pay application. It is the contractor's responsibility to list the base asphalt index price at the time of the bid and the index price for the pay period for reference on each pay application and to compute any price changes based on the fuel adjustment formula.

Pay periods for this project will be monthly based on calendar months. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner if the charges are not included on the Contractor's pay application for the work completed for each pay period. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner after the final pay estimate has been submitted by the Contractor for the work completed for this project. No pay applications shall be submitted to the Owner by the Contractor following January 31, 2027, unless work is directed by the Owner and completed by the Contractor following this date. If directed by the Owner, the Contractor shall complete the work and submit a separate pay application for any work completed in monthly pay periods. Any changes in prices due to fuel adjustments, whether an increase or decrease, shall also be included on each subsequent pay application submitted by the Contractor for additional work.

(The Primary Street List is included in the Appendix)

SECTION D
BID FORM AND BIDDERS CERTIFICATES

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

"LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2026 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, 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 Primary Street List Work by January 31, 2027. 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
1	1/28/26

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.

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.

ADDENDUM 1

City of Tupelo, MS

**LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM
2026 ANNUAL BID
BID # 2026-004PW**

Notice to Bidders:

This **Addendum 1**, dated **January 28, 2026**, supersedes, and takes precedence over specifications for the above-listed bid, which shall remain in full force and effect, except as herein modified:

Item 1:

The bid documents have been updated with a new bid form (page 26), the Primary Street List (end of documents), and a few corrected dates within the documents. The updated bid package is attached and should replace the previously downloaded documents.

END OF ADDENDUM 1



In accordance with the requirements of the 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 that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended 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

(\$ 249,329.70) 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:

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. 2026-004PW
LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM – 2026 ANNUAL BID
FEBRUARY 2026**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1.	Cold Milling, All Depth	SY	278,690	\$2.40	\$668,856.00
2.	Base Repair Cold Milling (Short Run Work)	SY	1	\$10.00	\$10.00
3.	Asphalt Surface Course, 9.5mm mix	TON	31,980	\$135.00	\$4,317,300.00
4.	Asphalt Base Course, 19mm Mix (Short Run Paving)	TON	1	\$300.00	\$300.00
5.	Granular Shoulder Material, In Place	CY	1	\$125.00	\$125.00
6.	4" Temporary Traffic Stripe, Cont. White/Yellow	LF	1	\$1.50	\$1.50
7.	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	\$1.50	\$1.50
GRAND TOTAL (ALL ITEMS)					\$4,986,594.00

FOUR MILLION NINE HUNDRED EIGHTY-SIX THOUSAND, FIVE HUNDRED NINETY-FOUR & 1/100

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD. THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.

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.

SIGNATURE: 

NAME AND TITLE: WILLIAM SWEDENBURG

ADDRESS: 319 PARK CREEK DR

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 Will Swedenburg 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

Signature: Rebecca Hayes

Date: 2/23/26



PARTNERSHIP CERTIFICATE

(To Be Executed If Bidder Is A Partnership)

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 2026, 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 _____, 2026

_____, Notary Public My

commission expires _____

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE) STATE
OF MISSISSIPPI COUNTY OF _____

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 **Local Street Maintenance Mill & Overlay Program – 2026 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.

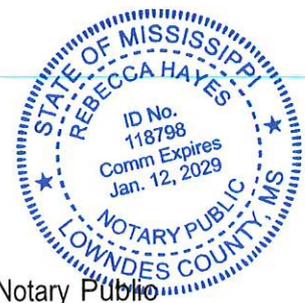


Signature [Handwritten Signature]

Title: PRESIDENT

Sworn before me this 23rd day of February, 2026

Rebecca Hayes



Notary Public

My commission expires Jan. 12, 2029

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

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE) STATE
OF MISSISSIPPI COUNTY OF _____

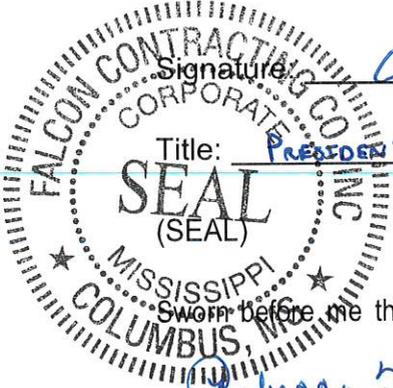
I, WILLIAM SWEDENBURG
(name of person signing affidavit)

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 **Local Street Maintenance Mill & Overlay Program – 2026 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: [Handwritten Signature]

Title: PRESIDENT

Sworn before me this 23rd day of February, 2026

Rebecca Hayes Notary Public



My commission expires Jan 12 2029

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 Incorporated 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 ^{24th February} the day of , 2026.

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 " **Local Street Maintenance Mill & Overlay Program – 2026 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.



Falcon Contracting Co., Inc.
Principal
By: [Signature]
Swedeberg

Fidelity and Deposit Company of Maryland
Surety
By: [Signature]
Peggy L. Jackson Attorney-in-Fact
Resident MS Agent/Marsh & McLennan Agency



IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 750 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 **Stephen Wesley PRICE JR, Jerry G. VEAZEY, JR., Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Braxton Davis BRUMFIELD, Amanda Jean CHARFAUROS of Ridgeland, 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 16th day of July, 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 16th day of July, 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 Expire 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 24th day of February, 2026.



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
reportsfclaims@zurichna.com
800-626-4577

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