

**SECTION 00 42 00 PROPOSAL FORM**

(Submit in Duplicate)

**Bidder's Name:** Falcon Contracting Co. Inc

**Address:** PO Box 7530  
Columbus, MS 39705

**Date:** 10-26-23

**Project Owner:** City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Ballard Park 3-Plex Parking Improvements

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

**Base Bid:** One hundred & ninety-eight thousand,  
seven hundred and five<sup>00</sup>/<sub>100</sub> dollars (\$ 198,705.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Sixty (60) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, Falcon Contracting Co. Inc (insert company name) is certifying that neither Falcon Contracting Co. Inc (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

**Liquidated Damages:**

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day**. NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall

become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

**Addendum Receipt:**

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	<u>  1  </u>	Dated:	<u>  10-20-23  </u>
Addendum No.:	<u>          </u>	Dated:	<u>                  </u>
Addendum No.:	<u>          </u>	Dated:	<u>                  </u>
Addendum No.:	<u>          </u>	Dated:	<u>                  </u>

**List of Suppliers and Sub-Contractors:**

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

ADDENDUM NO. 1

**PROJECT:** City of Tupelo, MS, Department of Parks and Recreation  
Ballard Park 3-Plex Parking Improvements  
PN: 23065.00  
CBN: 2023-047PR

**CONTACT:** Sloan Landscape Architecture, LLC  
P O Box 311  
Tupelo, MS 38802  
*shipmansloan@gmail.com*

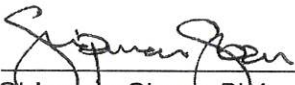
This **Addendum No. 1**, dated **October 20, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

**DRAWINGS:**

**1. REF SHEET L2.0**

- A. Contractor shall install a 2" electrical conduit from the center point of the proposed southeast parking lot island to the center point of the proposed northwest parking lot island and then to the existing overhead power pole located to the west of the entry drive located in the northwest of the proposed parking lot. The conduit length shall be approximately 325' and is to be trenched to a minimum depth of 18 inches. The trench is to be backfilled and compacted in a manner suitable for asphalt pavement placement.

Total pages this addendum: 1

By:   
\_\_\_\_\_  
Shipman Sloan, PUA

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Company

**(complete if a corporation)**

Our Corporation is chartered under the laws of the State of Mississippi, and the names, titles and business addresses of the principal officers are as follows (non-residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
<i>Will Swedenburg</i>	<i>319 Park Creek Dr. Columbus, MS</i>	<i>Director, Pres</i>
<i>Doug Phillips</i>	<i>319 Park Creek Dr. Columbus, MS</i>	<i>Director, Sec</i>
<i>Robert Moore</i>	<i>319 Park Creek Dr. Columbus, MS</i>	<i>Vice President</i>
<i>Tony Gray Jr.</i>	<i>319 Park Creek Dr. Columbus, MS</i>	<i>Vice President</i>

**(complete if in if a partnership)**

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

**Notice of Acceptance of Our Bid May Be Delivered To:**

Company Name: *Falcon Contracting Co. Inc*  
Address: *PO Box 7530 Columbus, MS 39705*  
Email Address: *drew@falconcontracting.com* Fax Number: *662-329-3291*

Signed: *[Signature]*

Title: *Vice President*

Certificate of Responsibility Number: *05973 - ML*

P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**Directions for Mailing:**

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

**Address To:** City of Tupelo  
City Hall - 1<sup>st</sup> Floor - Tax Office  
Attn: Mrs. Traci Dillard  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Ballard Park 3-Plex Parking Improvements  
to be opened at **10:00 am on Thursday October 26th, 2023.**



**AFFIDAVIT**

(Prime Bidder shall include this form, completed, with his bid)

State of: Mississippi

County of: Lowndes

Robert Moore, being first duly sworn, deposes and says:

That he or she is Vice President the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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

Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

RLA  
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 25<sup>th</sup> day of October, 2023

Kim Gibson

My commission expires May 25, 2025



**SECTION 004516 – BIDDER'S QUALIFICATIONS**

**QUALIFICATION FORM**

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

**PRIOR PROJECT QUESTIONNAIRE**

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

YES  or NO

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

YES  or NO

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

YES  or NO

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

YES  or NO

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

YES  or NO

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

YES  or NO

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

YES  or NO

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

YES  or NO

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

YES  or NO

**END OF SECTION 004516**



**SECTION 005200 AGREEMENT FORM**

1.01 DESCRIPTION

- A. The Owner will use AIA Document A101, 2017 Edition, Standard Form of Agreement Between Owner and Contractor, where basis for Payment is a Stipulated Sum as a part of the Contract Documents.
- B. A copy of this document is on file at the Landscape Architect's office. All Bidders shall read and understand the referenced document.

**END OF SECTION 005200**

**SECTION 007200 GENERAL CONDITIONS NOTICE**

1.01 DESCRIPTION

- A. The General Conditions of the Contract for Construction, AIA Document A201 - 2007 of the American Institute of Architects, as revised at Section 00 22 13, if not bound in this volume are incorporated by reference as though fully written herein.
- B. Contractors are presumed to be familiar with this document. A copy may be obtained from the Architect or examined in his office.
- C. All persons intending to provide goods or services in connection with this work are required to read and understand the referenced document prior to proceeding.
- D. See Section 00 22 13 - Supplementary Conditions. In the event of a conflict between the General Conditions of the Contract for Construction, AIA Document A201 - 2007 and Section 00 22 13, Section 00 22 13 shall control even if the conflicting provision in the General Conditions of the Contract for Construction, AIA Document A201 - 2007 is not expressly deleted or revised by reference in Section 00 22 13.

**END OF SECTION 007200**

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Falcon Contracting Co., Inc.

P.O. Box 7530 Columbus, MS 39705

as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Tupelo - Department of Parks and Recreation

71 East Troy Street Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Ballard Park 3-Plex Parking Improvements, Project Number 23065.00, City of Tupelo Bid Number 2023-047PR, Tupelo, Mississippi

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 26th day of October A.D. 2023

Falcon Contracting Co., Inc.

(Principal)

(Seal)

By:

[Signature]  
president  
(Title)

[Signature]  
(Witness)

Fidelity and Deposit Company of Maryland

(Surety)

By:

[Signature]  
Peggy L. Jackson  
(Attorney-in-Fact)

[Signature]  
Braxton Brumfield  
(Witness)



Fisher Brown Bottrell Insurance, Inc.  
Mississippi Resident Agent

Bond Number: Bid Bond

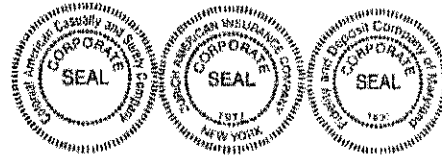
Obligee: City of Tupelo - Department of Parks and Recreation

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 Robert D. Murray, 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 **Peggy L. Jackson**, 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 October, A.D. 2023.



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

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, 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, deposeth 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

GENEVIEVE M. MAISON  
NOTARY PUBLIC  
BALTIMORE COUNTY MD  
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://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 26th day of October, 2023,



*MJ Pethick*

By: 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  
[reports@claims@zurichna.com](mailto:reports@claims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790