

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 – 2024 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 Project within 270 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$300.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER	DATE
1	4/26/24 (ATTACHED)

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.

CONTRACT ADDENDUM

Contract Addendum No. One

Addendum Date: April 26, 2024

NAME OF PROJECT: LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM 2024 ANNUAL BID

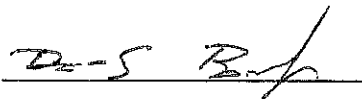
OWNER: City of Tupelo

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

1. **BID FORM**

The attached Bid Form shall replace and supersede the previous Bid Form, which was included in the Contract Documents. The Bid Form has been amended to reflect correction of quantities for pay items 1 and 3.

City of Tupelo



Dennis Bonds, PE, CFM

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

(\$ 269,035.30) 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. 2024-016PW
LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM - 2024 ANNUAL BID
APRIL, 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	311,694	\$2.00	\$623,388.00
2	Base Repair Cold Milling (Short Run Work)	SY	1	\$5.00	\$5.00
3	Asphalt Surface Course, 9.5mm Mix	TON	35,767	\$133.00	\$4,757,011.00
4	Asphalt Base Course, 19mm Mix (Short Run Paving)	TON	1	\$200.00	\$200.00
5	Granular Shoulder material, In Place	CY	1	\$100.00	\$100.00
6	4" Temporary Traffic Stripe, Cont. White/Yellow	LF	1	\$1.00	\$1.00
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	\$1.00	\$1.00
GRAND TOTAL (ALL ITEMS) FIVE MILLION, THREE HUNDRED EIGHTY THOUSAND, SEVEN HUNDRED SIX %/100					\$5,380,706.00

hr

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED 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.
(PLEASE PRINT)

SIGNATURE: *Robert Moore*

NAME AND TITLE: ROBERT MOORE - VICE PRESIDENT

(SEAL)
IF BY CORPORATION

ADDRESS: PO Box 7530
COLUMBUS, MS 39705

PHONE NUMBER: 662-327-2053

CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Rebecca Hayes certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that Robert A Moore who signed said Proposal on behalf of the Contractor, was then vice 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: 4/29/24



NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, ROBERT A. MOORE

(name of person signing affidavit)

Individually, and in my capacity as VICE PRESIDENT

(title)

of FALCON CONTRACTING COMPANY, 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, Bidder on the **Local Street Maintenance Mill & Overlay Program – 2024 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: Vice President - Robert Moore

(SEAL)



Sworn before me this 29th day of April, 2024

Rebecca Hayes Notary Public

My commission expires Jan. 12, 2025



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 Lee

I, ROBERT A. MOORE

(name of person signing affidavit)

Individually, and in my capacity as VICE PRESIDENT

(title)

of FALCON CONTRACTING COMPANY, 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, Bidder on the **Local Street Maintenance Mill & Overlay Program – 2024 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: Vice President - Robert Moore

(SEAL)



Sworn before me this 29th day of April, 2024

[Handwritten Signature] Notary Public

My commission expires Jan. 12, 2025



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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Falcon Contracting Co., Inc.
(Name of Contractor)

P.O. Box 7530, Columbus , MS 39705
(Address of Contractor)

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

Fidelity and Deposit Company of Maryland hereinafter called "Surety",
(Name of Surety)

Are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 2nd day of May, 2024. 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 – 2024 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: *Robert Moore*
Vice President

Fidelity and Deposit Company of Maryland
Surety


By: Peggy L. Jackson, Attorney-in-Fact
Resident Mississippi Agent
Fisher Brown Bottrell Insurance, Inc.



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.