

Falcon Contracting Co., Inc.

PO Box 7530

Columbus, MS 39705

662-327-2053

Certificate of Responsibility # 05973-MC

**Desoto County Board of Education
5 East South Street
Hernando, Mississippi 38632
Attention: Cory Uselton**

Bid For:

Horn Lake Elementary School Paving Project

Desoto County Schools

Horn Lake, Mississippi

Date: 3/05/24 @ 3:00pm



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

63421 - DCS HORN LAKE ELEM SCHOOL PAVING
Desoto County School District

Project documents obtained from www.CentralBidding.com

05-Mar-2024 01:31:28 PM



Allen&Hoshall
engineers-architects-surveyors

PROJECT MANUAL

>

Allen & Hoshall, PLLC
1661 International Drive
#100
Memphis, Tennessee 38120

Job No. 63421
FEBRUARY 2024

HORN LAKE ELEMENTARY SCHOOL
PAVING PROJECT
DESOTO COUNTY SCHOOLS
HORN LAKE, MISSISSIPPI

SECTION 00 0000

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received for the project named below by the Desoto County School District, 5 East South Street, Hernando, Mississippi 38632, until March 5, 2024 at 3:00 p.m.

Location for Receipt of Bids:

Superintendent's Office
Desoto County School District
5 East South Street
Hernando, MS 38632

The project consists of providing site work repairs and installing a new asphalt overlay of the existing paved areas for the rear parking lot area.

Project Location: 6341 Ridgewood Road, Horn Lake, MS 38637
Owner: Desoto County School District, 5 East South Street, Hernando, MS 38632.

Plans and Specifications Entitled:

Horn Lake Elementary School Paving Project
Desoto County Schools
Horn Lake, MS

May be viewed and purchased from our online plan room: www.allenhoshallplanroom.com

- a. Copy of plans and specifications will be available for purchase, download, and/or print from our online plan room. See web address above.
- b. Partial Sets will not be issued.
- c. Copies of plans and specifications will be placed in plan rooms in major cities within the area, locally, and elsewhere as bona fide requests are received.

Official bid documents can also be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at [225-810-4814](tel:225-810-4814).

Proposals shall be submitted on proposal forms provided with the specifications and must be accompanied by Proposal Security in the form of Certified Check or acceptable Bid Bond in the amount equal to at least five percent (5%) of the Base Bid: such security to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the proposal, execute contract and post Performance Bond in the form and amount within the time specified. The Bid Bond, if used, shall be payable to the Owner.

Bids on the Project must be received on or before the period scheduled for the project and no bid withdrawn after the scheduled closing time for the project for a period of forty-five (45) days.

All bids submitted in excess of \$50,000.00 by a Prime or Subcontractor to do any erection, building, construction, repair, maintenance, or related work must comply with the Mississippi Contractors Act of 1985, by securing a Certificate of Responsibility from the State Board of Contractors.

PRE-BID CONFERENCE

- A. A pre-bid conference has been scheduled on February 15, 2024 at 10:00 a.m. onsite at 6341 Ridgewood Road, Horn Lake, MS 38637. Meet at the school entrance.
- B. All general contract/major subcontract Bidders and Suppliers are urged to attend.
- C. All Bidders are expected to have familiarized themselves with conditions relating to the work prior to the pre-bid conference.

The Owner reserves the right to reject any and all bids on any or all projects and to waive informalities.

OWNER:

Desoto County School District
5 East South Street
Hernando, MS 38632

ARCHITECT:

Allen & Hoshall, PLLC
1661 International Drive, Suite 100
Memphis, Tennessee 38120
PH: 901-820-0820
FX: 901-683-1001

DATES OF ADVERTISEMENT: February 1, 2024
February 8, 2024

END OF SECTION

PROJECT MANUAL
FOR
HORN LAKE ELEMENTARY SCHOOL
PAVING PROJECT
DESOTO COUNTY SCHOOLS
HORN LAKE, MISSISSIPPI



ALLEN & HOSHALL, PLLC
1661 INTERNATIONAL DRIVE SUITE 100
MEMPHIS, TENNESSEE 38120

Job No. 63421

Date: FEBRUARY 1, 2024

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DOCUMENT 00 0004

LIST OF DRAWINGS

The following is a list of Contract Drawings which this contract is to be based. These drawings are entitled HORN LAKE ELEMENTARY SCHOOL PAVING PROJECT, DESOTO COUNTY SCHOOLS, HORN LAKE, MS and dated FEBRUARY 1, 2024 with revision dates (if any), as noted. They will be supplemented by additional shop and dimensional drawings of materials and equipment and other drawings where specified.

<u>Drawing Number</u>	<u>Sub-Title</u>	<u>Revision Date</u>
	COVER	
C0.1	EXISTING CONDITIONS AND DEMOLITION PLAN	2-22-24
C1.1	SITE PLAN	2-22-24
C1.2	MARKING PLAN	
C5.1	DETAILS	
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END OF SECTION

SECTION 00 2113

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Interpretations: Should a bidder find discrepancies in or omissions from the plans and specifications or be in doubt as to their written meaning, he should immediately notify the Architect in writing. The Architect will then send a written instruction or interpretation to all known holders of the documents if deemed appropriate by the Architect. Neither the Owner nor the Architect will be responsible for nor bound by any oral instructions or for a bidder's failure to make inquiry.
- B. Addenda: Any addenda to the plans and/or specifications issued before or during the time of bidding will become a part of the Contract and receipt of same must be acknowledged by Bidder in his proposal.
- C. "Or Equal" Substitutions: Refer to General Conditions 3.2.2 and Section 016200 - "Or Equal" Substitutions: Bidder is advised that some sections of the specifications may not allow for substitutions and that the requirements of the General Conditions and Section 016200 must be strictly complied with to obtain a substitution where substitution is allowed. Failure to strictly comply with the General Conditions and Section 016200 and any requirements in the technical specifications which do not conflict with and which are in addition to the General Conditions and Section 016200 may, in the Owner's sole discretion, result in the rejection of the request for "or equal" substitution.

1.2 BIDDING

- A. Contract for Construction: Lump sum, single bid received from General Contractors and shall include General and Sitework as well as all other work shown on plans and specified herein.
- B. Subcontractors and Suppliers: The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a Subcontract or Purchase Order under this Contract must be acceptable to the Owner.
 - 1. The Owner may make such investigation as he deems necessary to determine the ability of the Bidder or subcontractors or suppliers 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 any 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 obligations of the Contract and to complete the work contemplated therein within the time required.
 - 2. All subcontractors must have a current, valid, Contractor's License and/or Certificate of Responsibility where Bid exceeds \$50,000.00.
 - 3. Listing of Subcontractors and Suppliers:
 - a. So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid-chopping", each Bidder shall identify within seven (7) days after Bid receipt date the name of the subcontractor and supplier used by the Bidder in his bid for each subcontractor and supplier whose bid or quote exceeds \$50,000.00. Bidder's List shall be provided on the Listing Form provided with the Proposal Form. A Bidder's failure to indicate the name(s) of the subcontractors and major 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.
 - b. The successful Bidder shall use the subcontractor and supplier identified by him as being included in his lump sum price, provided however, the Bidder

assumes the risk that the subcontractor or supplier listed within the seven (7) day period will be acceptable to the Owner and the Architect. The Bidder shall not substitute another subcontractor for the listed subcontractor or supplier unless agreed to in writing by the Owner.

- c. If Bidder lists itself as a supplier for any of the classifications listed, then the Bidder will be required to furnish such product from its manufacturing inventory and to demonstrate to the Owner and Architect that it has satisfactory qualifications and prior experience manufacturing and furnishing such materials, equipment and/or products. If Bidder lists itself as a subcontractor for any of the classifications listed, then the Bidder will be required to perform the work with its own regularly employed personnel and to demonstrate to the Owner and Architect that it has satisfactory qualifications and prior experience performing such work with its own regularly employed personnel. The Owner reserves the right to reject any bid if the evidence submitted by Bidder fails to satisfy the Owner that the Bidder has satisfactory qualifications and prior experience performing such work and/or furnishing such materials, equipment and/or products.

1.3 CERTIFICATE OF RESPONSIBILITY

- A. Each Bidder submitting a bid equal to or in excess of \$50,000.00 on public projects and equal to or in excess of \$100,000.00 on private projects must show on his bid and on the face of the envelope containing the bid, his Certificate of Responsibility Number, as required by Section 31-3-21 (latest revision) Mississippi Code. If the bid does not exceed \$50,000.00 on public projects and \$100,000.00 on private projects, a notation so stating must appear on the face of the envelope.
- B. Each subcontractor shall also have a Certificate of Responsibility Number, as required by Section 31-3-21 (latest revision), Mississippi Code.
- C. Evidence: No bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time of receiving bids must be submitted if required by the Owner or the Architect. Likewise, it shall be the responsibility of the General Contractor to require a Certificate of Responsibility Number from any subcontractor that falls in the category of "B" above.
- D. In accordance with Mississippi law, if the Bidder is a joint venture, either the joint venture or all of the Contractors which make up the joint venture must hold certificates of responsibility from the State Board of Contractors.

1.4 PRE-BID CONFERENCE

- A. A pre-bid conference has been scheduled on **FEBRUARY 15, 2024 at 10:00 a.m.** onsite at 6341 Ridgewood Road, Horn Lake, MS.
- B. All general contract/major subcontract Bidders and Suppliers are urged to attend.
- C. All Bidders are expected to have familiarized themselves with conditions relating to the Work prior to the pre-bid conference.

1.5 NON-RESIDENT CONTRACTOR

- A. When a non-resident Contractor submits a bid for a Mississippi public project, he shall, prior to submission of the bid, attach thereto a copy of his resident State's current law pertaining to such State's treatment of non-resident Contractors as required by Section 31-3-21, Mississippi Code, (latest revisions).

1.6 BID BOND

- A. Use AIA Document A310, Bid Bond, Latest Edition or equivalent for execution of Bid Bond.

1.7 BID SECURITY

- A. Each bid, exceeding \$5,000.00, must be accompanied by the Bidder's certified check or a bid bond, duly executed by the Bidder as principal and having surety thereon, a surety company approved by the Owner and signed by an agent resident in Mississippi, in the amount of five percent of the bid. All bid bonds must be accompanied by the appropriate Power of Attorney designating the Mississippi Resident Agent.

1.8 OPENING OF PROPOSALS

- A. Refer to the Advertisement for Bids.

1.9 PREPARATION OF BID

- A. Conditions of Work: Each Bidder must fully inform himself of the conditions relating to the construction of the project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. The Contractor must employ methods or means to cause no interruptions of or interference with the work of any other Contractor.
- B. Examination of Site: All Bidders, including the general contractor and subcontractors, will visit the site of the building, and inform themselves of all conditions. Failure to visit the site will in no way relieve the successful Bidder from his obligation to complete all work in accordance with the Contract Documents without additional cost to the Owner.
- C. Staging and Access: All Bidders, including the general contractor and subcontractors, acknowledge that the construction premises are restricted and that access is affected by the location of the project, by the facilities surrounding the project and by other construction either presently being performed or proposed to be performed during the performance of this Contract. All Bidders, including the general contractor and subcontractors, further acknowledge that such limitations in space and accessibility have been taken into account in estimating their bids.
- D. Laws 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 apply to the Contract. The successful Bidder shall be required to comply with all applicable laws, ordinances, rules and regulations at no additional cost to Owner whether such laws, ordinances, rules and/or regulations are enacted or adopted or become effective before or after bid opening.
- E. Obligation of Bidder: At the time of opening of bids, Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and specifications, including all addenda.
- F. Telegraphic and Facsimile Modifications: A Bidder may modify his bid by telegraphic or facsimile communication at any time, provided such communication is received by the Owner prior to the scheduled time for opening bids. Written confirmation must be received within two days from the bid opening time or no consideration will be given the telegraphic or facsimile modifications.
- G. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at [225-810-4814](tel:225-810-4814).

1.10 PROPOSALS

- A. Form: Submit all proposals on forms provided and fill all applicable blank spaces without interlineation, alteration, or erasure and recapitulations of the work to be done. No oral, telegraphic, or telephonic proposals will be considered. Any addenda issued during the bidding must be noted on the Proposal Form.
- B. Withdrawal: Any bid may be withdrawn prior to the time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. All bids are irrevocable offers to contract at the price bid which may not be withdrawn until Forty-Five (45) days after bid opening.
- C. Submittal: Submit bids in an opaque sealed envelope bearing on the outside, the name and Certificate of Responsibility number of the Bidder, his address, bid opening date, and time.
- D. Any bid modification or qualification on the outside of the envelope will be considered only if accompanied by signature and title of person making the modification.
- E. Mailing: If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:
 Desoto County School District
 5 East South Street
 Hernando, MS 38632
- F. Bidders are urged to deliver their bid to the Owner. Owner will not be responsible for misdelivery of mail or express deliveries.

1.11 Contract

- A. Award of Contract: Award shall be made to the lowest and best Bidder, pursuant to Mississippi law and these Instructions to Bidders. The lowest bid shall be the base bid or combination of base bid and those alternates which produce a total within available funds. The Owner reserves the right to waive irregularities and to reject any and all bids.
- B. Disqualification of Bidder: The Owner reserves the right to award to other than the low Bidder when, in the Owner's judgment, it is in his best interest to do so. For instance, a Bidder may be disqualified for such reasons as:
 - 1. Bidder being in arrears on existing contracts.
 - 2. Bidder being in litigation with the Owner or the institution/agency.
 - 3. Bidder having defaulted on or failed to satisfactorily complete a previous contract with the Owner, including Bidder's failure to satisfactorily fulfill the warranty obligations of a previous contract with the Owner.
 - 4. The above is not an inclusive list.
- C. Security for Faithful Performance: When the bid exceeds \$5,000.00 and simultaneously with his delivery of the executed Contract, the Contractor will furnish a payment and a performance bond in accordance with Section 31-5-51 et. seq. of the Mississippi Code (latest revision). The surety on such bonds will be a duly authorized surety company licensed to do business in the state of Mississippi which is acceptable to the Owner and which is listed on the United States' Treasury Department's list of acceptable sureties.
- D. Time of Completion: By submission of its bid, Bidder agrees to commence work on or before a date specified in a written "Notice to Proceed" and to fully complete the project within the time stated in the Bid Proposal Form.
- E. Substantial Completion: Substantial completion of the project shall be as defined by Section 9.8.1 of the General Conditions "...when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use."

- F. Final Acceptance/Completion: Final acceptance/completion of the project as defined in the General Conditions 9.10.2.1 requires the submittal by Contractor of all closeout documents, all ownership and maintenance manuals required by the technical sections of the Contract, the Guarantee of Work required by the General Conditions 12.2.2.5 and 12.2.2.6 and the manufacturer's certifications. Bidder's attention is specifically directed to the General Conditions 9.8.4 for additional conditions precedent to final acceptance/completion of the project.
- G. Liquidated Damages for Failure to Enter Into Contract: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and required bonds within ten days after he has received notice of the acceptance of his bid, will forfeit to the Owner as liquidated damages the security deposited with his bid.
- H. Liquidated Damages for Failure to Substantially Complete Project in Time Stipulated: Applicable when stipulated sum is shown in General Conditions 9.11.1.

1.12 BID DOCUMENTS

- A. Plans and Specifications are available, unless noted otherwise on the Advertisement for Bid, at the office of Allen & Hoshall, PLLC, 1661 International Drive, Suite 100, Memphis, Tennessee 38120.
- B. Copy of plans and specifications will be available for purchase, download, and/or print from our online plan room. www.allenhoshall.com
- C. Official bid documents can also be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at [225-810-4814](tel:225-810-4814).

PART 2 PRODUCT – NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 4100

BID PROPOSAL FORM

Project Identification: HORN LAKE ELEMENTARY SCHOOL
PAVING PROJECT
DESOTO COUNTY SCHOOLS
HORN LAKE, MISSISSIPPI

This Bid is Submitted to: DESOTO COUNTY BOARD OF EDUCATION
5 EAST SOUTH STREET
HERNANDO, MISSISSIPPI 38632
ATTN: CORY USELTON

This Bid is Submitted from (Contractor):

Falcon Contracting Co., Inc
PO Box 7530
Columbus, MS 39705

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (1) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (2) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions and accepts the determination set forth in the General Conditions.
 - (3) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- (4) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.
- (5) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (6) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Bidder.
- (7) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

HORN LAKE ELEMENTARY SCHOOL PAVING PROJECT**UNIT PRICE SCHEDULE**

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$30,000.00	\$30,000.00
2	Remove Concrete Pavement	50	SY	\$20.00	\$1,000.00
3	Remove Asphalt Pavement	140	SY	\$20.00	\$2,800.00
4	Remove Asphalt Curb	800	LF	\$3.00	\$2,400.00
5	Remove Chain Link Fence	120	LF	\$12.50	\$1,500.00
6	Remove Gate	2	EA	\$500.00	\$1,000.00
7	Mill Asphalt Pavement (1.5" Depth)	4,400	SY	\$6.50	\$28,600.00
8	Undercut Excavation	600	CY	\$27.25	\$16,350.00
9	Granular Base for Undercut Backfill and Full Depth Repair	1,200	TON	\$56.75	\$68,100.00
10	Asphalt Base	40	TON	\$250.00	\$10,000.00
11	1.5" Asphalt Surface Course	4,600	SY	\$14.25	\$65,550.00
12	Crack Sealant	400	LF	\$10.00	\$4,000.00
13	Crack Repair	200	LF	\$12.00	\$2,400.00
14	Vertical Curb	740	LF	\$32.75	\$24,235.00
15	Concrete Sidewalk	20	SY	\$153.00	\$3,060.00
16	30' Sliding Gate	1	EA	\$3200.00	\$3,200.00
17	20' Sliding Gate	1	EA	\$2,000.00	\$2,000.00
18	6' Chain Link Fence	60	LF	\$130.00	\$7,800.00
19	Pavement Marking	1	LS	\$4,000.00	\$4,000.00
20	Handicap Ramp	10	SY	\$263.00	\$2,630.00
21	Handicap Signage and Post	2	EA	\$395.00	\$790.00
22	Wheel Stops	2	EA	\$130.00	\$260.00
TOTAL BASE BID				\$281,675.00	

TOTAL OF UNIT PRICE ITEMS NO. 1 THRU 22 (BASE BID) INCLUSIVE IN WORDS:

TWO HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED SEVENTY-FIVEDOLLARS AND ZERO CENTS(\$ 281,675.00).**CONTINGENCY ALLOWANCE**

1	Contingency Allowance for use according to Owner's Instructions	\$10,000
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5. Receipt of the following Addenda is hereby acknowledged: 1 (2/22/24)
 (Insert number of all addenda received; if no addenda received, insert "None".)

"Revised 2-22-24"

BID FORM

00 4100-3

Addendum No. 1

**ADDENDUM NO. 1 - TO
SPECIFICATIONS AND CONTRACT DOCUMENTS
HORN LAKE ELEMENTARY SCHOOL
PAVING PROJECT
DESOTO COUNTY SCHOOLS
HORN LAKE, MISSISSIPPI**

FEBRUARY 22, 2024

This addendum forms a part of the Contract Documents and modifies the original specifications and drawings, dated 2-1-24 as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of 1 page and 13 attachments.

- Item No. 1: PRE-BID MEETING MINUTES AND SIGN-IN SHEET: See attached Pre-Bid Meeting Minutes and Sign-In Sheet, consisting of 3 pages, and dated February 15, 2024.
- Item No. 2: SPECIFICATIONS SECTION 00 0004 – LIST OF DRAWINGS: Remove and destroy this sheet and insert the attached revised Section 00 0004 – LIST OF DRAWINGS, consisting of 1 page and marked "Revised 2-22-24" in lower left corner.
- Item No. 3: SPECIFICATIONS, SECTION 00 4100 – BID FORM: Remove and destroy this section and insert the attached revised Section 00 4100 – BID FORM, consisting of 6 pages and marked "Revised 2-22-24" in lower left corner.
- Item No. 4: DRAWINGS, SHEET C0.1 – EXISTING CONDITIONS AND DEMOLITION PLAN: Remove and destroy this sheet and insert the attached revised Sheet C0.1 – EXISTING CONDITIONS AND DEMOLITION PLAN dated 2-22-24.
- Item No. 5: DRAWINGS, SHEET C1.1 – SITE PLAN: Remove and destroy this sheet and insert the attached revised Sheet C1.1 – SITE PLAN dated 2-22-24.
- Item No. 6: DRAWINGS, SHEET C5.2 – DETAILS: Remove and destroy this sheet and insert the attached revised Sheet C5.2 – DETAILS dated 2-22-24.

ALLEN & HOSHALL, PLLC
ENGINEERS ARCHITECTS
1661 INTERNATIONAL DRIVE
SUITE 100
MEMPHIS, TENNESSEE
38120

JOB NO. 63421

6. If awarded this Contract, I, (We), the Bidder, agree to execute a Contract and start Work on a date set to start in a Notice to Proceed which will be issued on or about MARCH 30, 2024. Substantial Completion shall be achieved on or before JULY 15, 2024. Final Completion shall be achieved on or before AUGUST 2, 2024, subject to the terms and conditions of the Contract.

Bidder accepts the provisions of the "General Conditions of the Contract for Construction" as to liquidated damages in the event of failure to complete the Work on time. **Liquidated damages are set at \$1,000.00 per calendar day beyond substantial completion and final completion.**

7. The following documents are attached to and made a condition of this Bid:

(8) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.

8. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

PO Box 7530

COLUMBUS, MS 39705

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on March 5th, 2024.

If Bidder is:

An Individual:

_____(Individual's
Name)

_____(SEAL)
(Individual's Signature)

doing business as:

Business address:

Phone No.: _____

A Partnership:

_____(SEAL)
(Firm Name)

By: _____
(Signature of General Partner)

Business address _____

Phone No.: _____

A Corporation:

Name) Falcon Contracting Co. Inc

By: [Signature] Title: Vice President
 (Signature of person authorized to sign) (Corporate Seal)



Attest:

Rebecca Hayes (Secretary)

Mississippi
 (State of Incorporation)

Business address: P.O. Box 7530
Columbus, MS 39705

Phone No.: 662-327-2053

A Joint Venture:

 (Joint Venture) (SEAL)

By: _____
 (Signature of Joint Venturer)

 (Address)

By: _____
 (Signature of Joint Venturer)

 (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Falcon Contracting Co., Inc.
P.O. Box 7530
Columbus, MS 39705

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Desoto County School District
5 East South Street
Hernando, MS 38632

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Horn Lake Elementary School Paving Project, Desoto County Schools, Horn Lake, Mississippi

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be furnished as a statutory bond and not as a common law bond.


Signed and sealed this 5th day of March, 2024


(Witness)

Falcon Contracting Co., Inc.
(Principal)

By:

(Title)


Robert Moe - President

Fidelity and Deposit Company of Maryland

(Surety)

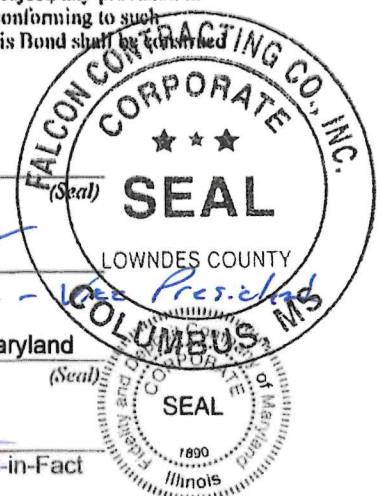
(Seal)

By:

(Title)


Peggy L. Jackson Attorney-in-Fact

Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.



Bond Number: Bid Bond

Obligee: Desoto County School District

**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

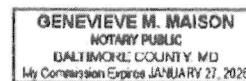
By: Dawn E. Brown
Secretary

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, deposed 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



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 5th day of March, 2024.



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
800-626-4577

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