

PROPOSAL

Proposal of James A. Hodges Construction, 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 the Coley Road Curb & Cutter (McCullough Blvd to Ridgeway Drive) project 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 **90** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$200.00 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
Clarification #1	5/28/25

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.

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.

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.

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 items 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)

PROPOSAL FORM
CITY OF TUPELO, MISSISSIPPI
COLEY ROAD CURB & GUTTER (McCullough Blvd to Coley Road)
FEBRUARY 2025

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	CLEARING AND GRUBBING	LUMP SUM	1	\$5,000.00	\$5,000.00
2	MAINTENANCE OF TRAFFIC	LUMP SUM	1	\$32,500.00	\$32,500.00
3	MOBILIZATION	LUMP SUM	1	\$50,500.00	\$50,500.00
4	TYPE I CURB & GUTTER (SPILL)	LIN. FT.	650	\$45.00	\$29,250.00
5	TYPE I CURB & GUTTER (CATCH)	LIN. FT.	1300	\$45.00	\$58,500.00
6	CONCRETE DRIVEWAY	SQ. YD.	11.54	\$350.00	\$4,039.00
7	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	505	\$20.00	\$10,100.00
8	SELECT BORROW, FM, AH	CU. YD.	520	\$50.00	\$26,000.00
9	GRANULAR MATERIAL (CLAY GRAVEL)	CU. YD.	50	\$125.00	\$6,250.00
10	GRANULAR MATERIAL (CRUSHED STONE)	CU. YD.	475	\$115.00	\$54,625.00
11	HOT MIX ASPHALT, 9.5-MM MIXTURE	TON	100	\$475.00	\$47,500.00
12	CONCRETE FLUME - TYPE A	LIN. FT.	300	\$55.00	\$16,500.00
13	CONCRETE FLUME - TYPE C	LIN. FT.	30	\$70.00	\$2,100.00
14	100 # RIP RAP	TON	100	\$125.00	\$12,500.00
15	GRASSING	ACRE	1	\$3,000.00	\$3,000.00
16	SOLID SODDING	SQ. YD.	75	\$25.00	\$1,875.00
17	SILT FENCE	LIN. FT.	2000	\$8.00	\$16,000.00
18	WATTLES, 20"	LIN. FT.	200	\$10.00	\$2,000.00
19	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	\$100.00	\$100.00

GRAND TOTAL (ALL ITEMS)

\$ 379,339.00

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

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES, AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

RESPECTFULLY SUBMITTED BY: James A. Hodges Construction, Inc.

(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: James A. Hodges

ADDRESS: 1281 CR 811

Saltillo, MS 38866

PHONE NUMBER: (662) 842-8538

CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Robin Rodgers certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that James A. Hodges 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: Robin Rodgers

Title: Secretary

Signature: Robin Rodgers

Date: 05/30/2025

(CORPORATE SEAL)



PARTNERSHIP CERTIFICATE

(To Be Executed If Bidder Is A Partnership)

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared,
Known to be and known by me to be the person who executed the above instrument, who
being by me first duly sworn, did depose and say that he is general partner in the firm of:
_____; that said firm consists of
himself and _____; and that he executed the foregoing
instrument for and on behalf of said firm for the uses and purposes stated herein.

Name: _____

Signature: _____

Notary Public in and for the

County of _____

State of _____

(NOTARY SEAL)

My Commission Expires: _____

LIMITED LIABILITY COMPANY CERTIFICATE

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

I, the undersigned _____, hereby certify that I am the Manager of _____ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that _____ who executed the Proposal on behalf of the Company is _____ of the Company with full power and authority to execute same on behalf of the company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Notary Public in and for the

County of _____

State of _____

(NOTARY SEAL)

My Commission Expires: _____

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, James A. Hodges
(name of person signing affidavit)
Individually, and in my capacity as President
(title)
of James A. Hodges Construction, Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

- a. That James A. Hodges Construction, Inc., Bidder on the **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** 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.

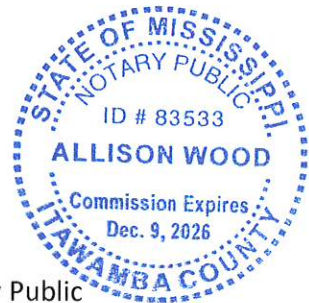
Signature: 

Title: President

(SEAL)

Sworn before me this 30th day of May, 2025

My commission expires December 9, 2026 Allison Wood Notary Public



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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, James A. Hodges
(name of person signing affidavit)
Individually, and in my capacity as President
(title)
of James A. Hodges Construction, Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

- James A. Hodges Construction, Inc.
- a. That _____, Bidder on the **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** 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: 

Title: President



Sworn before me this 30th day of May, 2025
My commission expires December 9, 2026 Allison Wood Notary Public

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SECTION E
BIDDER'S AGREEMENT

SECTION E – BIDDER’S AGREEMENT

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to state that James A. Hodges Construction, Inc.

(Name of Contractor)

1281A CR 811, Saltillo, MS 38866

(Address of Contractor)

a corporation hereinafter called “Contractor”,
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called “OWNER” in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included in the Proposal Form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the 30th day of May, 2025, the condition of the above obligation is such

That whereas the Contractor has submitted to the **CITY OF TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

James A. Hodges Construction, Inc.

CONTRACTOR NAME

President

CONTRACTOR TITLE


CONTRACTOR SIGNATURE


WITNESSED BY:

END OF SECTION