

**HAVEN ACRES DITCH IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (#2024-041PW) (07-16-2024)

Proposal of James A Hodges Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as Corporation.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for HAVEN ACRES DITCH IMPROVEMENTS within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 90 consecutive calendar days. BIDDER further agrees to pay as liquidated damages the sum of \$500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum #1 Dated July 11, 2024

Addendum #2 Dated July 16, 2024

*Insert "a corporation", "a partnership", or "an individual" as applicable

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BID PROPOSAL (# 2024-041PW) (07-16-2024)

The BIDDER agrees to perform all WORK for the construction of **HAVEN ACRES DITCH IMPROVEMENTS** as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – HAVEN ACRES DITCH IMPROVEMENTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Mobilization	1 L.S.	<u>Fifty Five Thousand</u> <u></u>	<u>\$55,000.00</u>
2.	Clearing and Grubbing	1 L.S.	<u>Ninety One Thousand</u> <u>Five Hundred</u> <u></u>	<u>\$91,500.00</u>
3.	Removal of Fence (All Types)	506 L.F.	<u>Seven Dollars and 50/100</u> <u></u>	<u>\$3,795.00</u>
4.	Erosion Control Measures	1 L.S.	<u>Thirty two thousand two</u> <u>hundred fifty dollars</u> <u></u>	<u>\$32,250.00</u>
5.	Earthwork	1 L.S.	<u>Eighty one thousand five</u> <u>Hundred</u> <u></u>	<u>\$81,500.00</u>
6.	Chain Link Fence	483 L.F.	<u>Seventeen Dollars and</u> <u>25/100</u> <u></u>	<u>\$8,331.75</u>
7.	200# Rock Rip	7,750 Ton	<u>Seventy Three dollars and</u> <u>50/100</u> <u></u>	<u>\$569,625.00</u>
8.	Geotextile Fabric	5,000 S.Y.	<u>Three dollars and 50/100</u> <u></u>	<u>\$17,500.00</u>
9.	Grout for Riprap	100 C.Y.	<u>Three Hundred Fifty One</u> <u>Dollars and 25/100</u> <u></u>	<u>\$35,125.00</u>

10.	Maintenance of Traffic	1 L.S.	<u>Six Thousand Five Hundred</u>	<u>\$6,500.00</u>
11.	Solid Sodding	9,430 S.Y.	<u>Five Dollars</u>	<u>\$47,150.00</u>
12.	Construction Fencing (Security Containment)	5,810 L.F.	<u>Twenty Eight Dollars and</u> <u>75/100</u>	<u>\$167,037.50</u>

TOTAL OF BID ITEMS (1-12) \$ 1,115,314.25

\$ One Million One Hundred and fifteen thousand three hundred fourteen dollars and 25/100
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company James A. Hodges Construction, Inc.

Attest: Robin Rodgers
SEAL (if Bid is by a Corporation)

Signature 

Title President

Address 1281 CR 811
Saltillo, MS 38866



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE James A. Hodges Construction Inc.

1281 County Road 811, Saltillo, MS 38866

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009-6202

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

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

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 Have Acres Ditch Improvements Bid # 2024-041PW

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 19th day of July

James A. Hodges Construction Inc.

(Principal)

By: James A. Hodges

PRESIDENT

(Title)

The Gray Casualty & Surety Company

(Surety)

(Seal)

By: Fielden Mitts

Attorney-in-Fact Fielden Mitts

(Title)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: James A. Hodges Construction Inc.

Obligee: City of Tupelo

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
\$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Mangino, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of July, 2024.

Mark S. Mangino

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of July, 2024.

Leigh Anne Henican

