

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, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"VAN BUREN AVE. DRAINAGE IMPROVEMENTS"

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, that this BID has been developed 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 to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **45** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>Addendum #1</u>	DATE: <u>July 17, 2023</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

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 any 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 Plans, 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 after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended 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 (\$ 5% of bid amount) and hereby agree 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 BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

**BID FORM - BID NO. 2023-032PW
CITY OF TUPELO, MISSISSIPPI
VAN BUREN DRAINAGE IMPROVEMENTS
07/17/2023 - ADDENDUM NO. 1**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$56,500.00	\$56,500.00
2	CLEARING & GRUBBING	LS	1	\$6,000.00	\$6,000.00
3	REMOVE & REPLACE STREET SIGN	EA	1	\$522.50	\$522.50
4	REMOVE & REPLACE ELECTRICAL	LS	1	\$4,500.00	\$4,500.00
5	REMOVAL OF CHAIN LINK FENCE	LF	50	\$17.50	\$875.00
6	REMOVAL OF ASPHALT PAVEMENT	SY	200	\$30.00	\$6,000.00
7	REMOVAL OF CONCRETE DRIVEWAY	SY	15	\$30.00	\$450.00
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	345	\$23.00	\$7,935.00
9	REMOVAL OF EXISTING GRATE INLET	EA	1	\$2,250.00	\$2,250.00
10	REMOVAL OF EXISTING CURB INLET	EA	5	\$2,250.00	\$11,250.00
11	REMOVAL OF 36" RCP	LF	32	\$35.00	\$1,120.00
12	REMOVAL OF 48" CMP	LF	602	\$35.00	\$21,070.00
13	CHAIN LINK FENCE	LF	50	\$31.50	\$1,575.00
14	ASPHALT SURFACE COURSE	TONS	25	\$350.00	\$8,750.00
15	ASPHALT BASE COURSE	TONS	35	\$340.00	\$11,900.00
16	CONCRETE DRIVEWAY PAVEMENT	SY	15	\$168.00	\$2,520.00
17	SAWCUTTING	LF	150	\$11.50	\$1,725.00
18	CRUSHED STONE SUB-BASE MATERIAL	TONS	130	\$61.00	\$7,930.00
19	BORROW EXCAVATION	CY	50	\$32.00	\$1,600.00
20	36" RCP DRAINAGE PIPE	LF	32	\$166.00	\$5,312.00
21	58" X 36" RCAP DRAINAGE PIPE	LF	612	\$303.00	\$185,436.00
22	58" X 36" RCAP FLARED END SECTION	EA	1	\$2,700.00	\$2,700.00
23	R.C. GRATE INLET W/3'X3' CAST IRON GRATE, PER PLANS	EA	1	\$11,770.00.00	\$11,770.00
24	R.C. CURB INLET, TYPE SS-2	EA	5	\$12,715.00	\$63,575.00
25	14" STEEL CASING RETROFIT	LF	10	\$150.00	\$1,500.00
26	CONCRETE, CLASS B	CY	5	\$2,400.00	\$12,000.00
27	CONCRETE CURB & GUTTER	LF	350	\$34.75	\$12,162.50
28	CONNECT TO EXISTING PIPES	EA	2	\$2,000.00	\$4,000.00
29	SOLID SODDING	SY	1200	\$7.50	\$9,000.00
30	EROSION CONTROL	LS	1	\$3,225.00	\$3,225.00
31	LANDSCAPING	LS	1	\$6,825.00	\$6,825.00
32	TEMPORARY POWER POLE SUPPORT	LS	1	\$2,875.00	\$2,875.00
33	TEMPORARY FENCING	LS	1	\$6,725.00	\$6,725.00
TOTAL					\$481,578.00

BID FORM - BID NO. 2023-032PW
CITY OF TUPELO, MISSISSIPPI
VAN BUREN DRAINAGE IMPROVEMENTS
JUNE, 2023

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY 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 CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: JA Hodges Construction, Inc.

(PLEASE PRINT)

SIGNATURE: _____



NAME AND TITLE: James A Hodges President

(PLEASE PRINT)

ADDRESS: James A Hodges Construction, Inc,

1281A CR 811

Saltillo, MS 38866

PHONE NUMBER: 662-842-8538



(SEAL)
IF BY CORPORATION

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, James A Hodges 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 Owner 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: James A Hodges

Title: President

Signature: *J A Hodges*

(CORPORATE SEAL)



NON-COLLUSION 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 **“VAN BUREN AVE. DRAINAGE IMPROVEMENTS” for Tupelo, MS**, 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 in connection 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 government of the United States of America or any of their agencies.

Signature *James A Hodges*

Title President

(SEAL)
Sworn before me this 19th day of July, 2023.

Allison Wood, Notary Public

My commission expires December 9, 2026



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, 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 “**VAN BUREN AVE. DRAINAGE IMPROVEMENTS**” for **Tupelo, MS**, 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 in connection 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 government of the United States of America or any of their agencies.

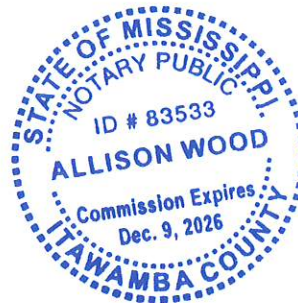
Signature *James A Hodges*

Title President

(SEAL)
Sworn before me this 19th day of July, 2023.

Allison Wood, Notary Public

My commission expires December 9, 2026



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

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, Salttillo, MS 38866

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company
P.O. Box 6202, Metairie, LA 70009-6202

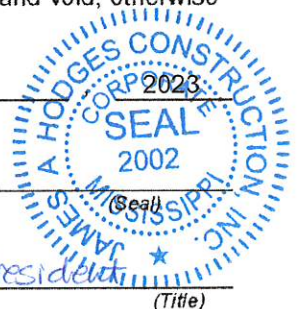
a corporation duly organized under the laws of the State of LA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo, MS

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 Van Buren Ave. Drainage Improvements

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 21st day of July



James A. Hodges Construction Inc.
(Principal)

Robin Rodgers
(Witness)

By: [Signature] President
(Title)

[Signature]
(Witness)



The Gray Casualty & Surety Company
(Surety)

By: [Signature] Fielden Mitts
(Title)

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY**

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-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 \$10,000,000.

Surety Bond Number: Bid Bond
Principal: James A. Hodges Construction Inc.
Obligee: City of Tupelo, MS

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 12th day of September, 2011.



By:

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and 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.



Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and 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 Companies this 21st day of July, 2023.



Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company