

# THE AMERICAN INSTITUTE OF ARCHITECTS

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AIA Document A310  
**Bid Bond**

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

1281 County Road 811, Salttilo, 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 Oblige, hereinafter called the Oblige, 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 Mitchell Road Crossdrains

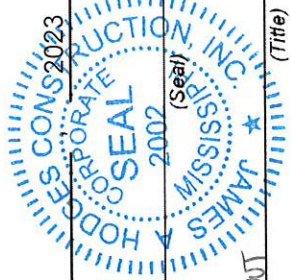
BID # 2023-060PW

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NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 December

*Robin Rodgers*  
(Witness)



James A. Hodges Construction Inc.  
(Principal)

By: *James A. Hodges*  
(Title)



*C. Chambers*  
(Witness)

The Gray Casualty & Surety Company  
(Surety)

By: *Bailey Menetre*  
Attorney-in-Fact Bailey Menetre (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: Bailey Menetre

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 26<sup>th</sup> 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 28<sup>th</sup> day of October, 2021.



*Michael T. Gray*

Michael T. Gray  
President

The Gray Insurance Company

*CP*

Cullen S. Piske  
President

The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> 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. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and foregoing 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 21<sup>st</sup> day of December, 2023

*Mark Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and foregoing 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 21<sup>st</sup> day of December, 2023

*Leigh Anne Henican*



MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2023-060PW)

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         .\*

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for MITCHELL ROAD CROSSDRAINS 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 60 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:

N/A  
\_\_\_\_\_

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

**MITCHELL ROAD CROSSDRAINS  
CITY OF TUPELO, MISSISSIPPI**

**BID PROPOSAL (# 2023-060PW)**

The BIDDER agrees to perform all WORK for the construction of **MITCHELL ROAD CROSSDRAINS** 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 – MITCHELL ROAD CROSSDRAINS**

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1. Mobilization	1 L.S.	Thirty thousand eight hundred nine dollars and seventy-four cents \$30,809.74	\$ <u>\$30,809.74</u>
2. Clearing and Grubbing	1 L.S.	Eight thousand five hundred dollars \$8,500.00	\$ <u>\$8,500.00</u>
3. Removal of Asphalt Pavement	488 S.Y.	Twelve dollars and fifty cents \$12.50	\$ <u>\$6,100.00</u>
4. Removal of Pipe (All Type)	204 L. F.	Twenty-six dollars \$26.00	\$ <u>\$5,304.00</u>
5. Removal of Flared End Section	8 Each	Four hundred dollars \$400.00	\$ <u>\$3,200.00</u>
6. Erosion Control Measures	1 L.S.	Four thousand one hundred twenty-five dollars \$4,125.00	\$ <u>\$4,125.00</u>
7. Structure Excavation	1,107 C.Y.	Twelve dollars \$12.00	\$ <u>\$13,284.00</u>
8. Select Borrow Material	815 C.Y.	Fourteen dollars \$14.00	\$ <u>\$11,410.00</u>
9. Hot Mix Asphalt, ST (9.5 MM)	143 Ton	Two hundred twenty-three dollars \$223.00	\$ <u>\$31,889.00</u>
10. Crushed Stone	304 C.Y.	Sixty-five dollars \$65.00	\$ <u>\$19,760.00</u>

11.	Bedding Material (Type 1 DOT Aggregate)	75 C.Y.	Fifty-five dollars and forty-three cents	\$ <u>\$4,157.25</u>
			\$55.43	
12.	Flowable Fill	110 C.Y.	One hundred sixty-eight dollars and ninety-nine cents	\$ <u>\$18,588.90</u>
			\$168.99	
13.	12' x 4' Precast Box Culvert	60 L.F.	One thousand two hundred twenty dollars and twenty cents	\$ <u>\$73,212.00</u>
			\$1,220.20	
14.	12' x 4' Precast Wing Wall	2 EA.	Eleven thousand seven hundred sixty-seven dollars and fifty cents	\$ <u>\$23,535.00</u>
			\$11,767.50	
15.	200# Rock Rip Rap	275 Ton	Sixty-five dollars	\$ <u>\$17,875.00</u>
			\$65.00	
16.	Geotextile Fabric	500 S.Y.	Four dollars	\$ <u>\$2,000.00</u>
			\$4.00	
17.	51" x 32" Reinforced Concrete Arch Pipe	264 L.F.	One hundred ninety-two dollars and seventeen cents	\$ <u>\$50,732.88</u>
			\$192.17	
18.	51" x 32" Reinforced Concrete Arch Flared End Section	12 Each	Two thousand one hundred sixty-six dollars and sixty-three cents	\$ <u>\$25,999.56</u>
			\$2,166.63	
19.	15" HDPE Pipe	88 L.F.	Thirty-nine dollars and fourteen cents	\$ <u>\$3,444.32</u>
			\$39.14	
20.	15" Pipe Collar	1 EA.	One thousand five hundred dollars	\$ <u>\$1,500.00</u>
			\$1,500.00	
21.	15" Branch Connection	2 EA.	One thousand two hundred dollars	\$ <u>\$2,400.00</u>
			\$1,200.00	
22.	Maintenance of Traffic	1 L.S.	Five thousand seven hundred seventy-five dollars	\$ <u>\$5,775.00</u>
			\$5,775.00	
23.	Diversion Channel	1 Each	Seventeen thousand one hundred ninety-three dollars and seventy cents	\$ <u>\$17,193.70</u>
			\$17,193.70	

24.	Solid Sodding	2,300 S.Y.	Three dollars and fifty-nine cents
			<u>\$3.59</u>
			\$ <u>\$8,257.00</u>
25.	Construction Fencing	750 L.F.	Five dollars
			<u>\$5.00</u>
			\$ <u>\$3,750.00</u>

**TOTAL OF BID ITEMS (1-25)** \$ \$392,802.35

\$ Three hundred ninety-two thousand eight hundred two dollars and thirty-five cents  
**(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.  
Signature *James A. Hodges*  
Title President  
Address 1281 CR 811  
Salttillo, MS 38866

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

