#### **PROPOSAL**

Proposal of James A. Hodges Constru	uction, Inc. (hereinafter called "BIDDER"), organized and existing under
the laws of the State of Mississip	pidoing business as acorporation
Mississippi, (hereinafter called "Chereby proposes to perform all W-2025 Annual Term Bid project in time set forth herein, and at the and in the case of a joint BID each developed independently, without	limited liability company, or individual) to: the City of Tupelo, DWNER"). In compliance with your advertisement for Bids, BIDDER WORK for construction of the Tupelo Roadway Maintenance Program in strict accordance with the CONTRACT DOCUMENTS, within the prices stated below. By submission of the BID, each BIDDER certifies, in party thereto certifies as to his own organization, this BID has been ut consultation, communication or agreement as to any matter her BIDDER or with any competitor.
a written "NOTICE TO PROCEED" days thereafter. BIDDER further a consecutive calendar day that the Additionally, BIDDER agrees to pa	nce WORK under this contract on or before a date to be specified in and to fully complete the Project within 365 consecutive calendar agrees to pay as liquidated damages in the sum of \$200.00 for each e work is not completed.  By liquidated damages in the amount of \$200.00 for each consecutive completed as provided for elsewhere in these CONTRACT
BIDDER ACKNOWLEDGES receipt	of the following ADDENDA:
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 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 <u>unit price</u> 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

## TUPELOROADWAY MAINTENANCE PROGRAM · TERM BID MAY 2025

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
	ROADWAY ITEMS				-
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	\$20.00	\$20.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	\$20.00	\$20.00
3	REMOVAL OF ASPH ALT PAVEMENT, ALL DEPTHS	SY	1	\$28.00	\$28.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	\$22.00	\$22.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	\$20.00	\$20.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	\$15.00	\$15.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	\$1,000.00	\$1,000.00
8	SAW CUT, FULL DEPTH	LF	1	\$10.00	\$10.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	\$22.00	\$22.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	\$27.00	\$27.00
11	BORROW EXCAVATION, 0 '-3' DEPTH	CY	1	\$30.00	\$30.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	\$57.00	\$57.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	\$285.00	\$285.00
14	CONCRETE REPAIR	CY	1	\$2,500.00	\$2,500.00
-	DRAINAGE ITEMS				
15	REMOVAL OF CONCRETE PIPE CULVERT, 8" -24"	LF	1	\$18.00	\$18.00
16	REMOVAL OF CONCRETE PIPE CULVERT, 25 "-48"	LF	1	\$22.00	\$22.00
17	REMOVAL OF CONCRETE PIPE CULVERT, 49"-60"			\$30.00	\$30.00
18	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 8" - 24"	LF	1	\$22.00	\$22.00
19	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25"-48"	LF	1	\$25.00	\$25.00
20	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 49"-60"	LF	1	\$32.00	\$32.00
21	REMOVAL OF FENCING, ALL TYPES	LF	1	\$10.00	\$10.00
22	REINFORŒD CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL	CY	1	\$3,500.00	\$3,500.00
23	PVC CURB INLET W/ 2'X2' STD. CAST IRON GRATE	EA	1	\$3,500.00	\$3,500.00
24	PVC CURB INLET W/ 2'X3' HIGH FLOW CAST IRON GRATE	EA	1	\$4,000.00	\$4,000.00
25	REINFORCED CONCRETE DRAIN BASIN W/ 2'X2' CAST IRON GRATE	CY	1	\$3,500.00	\$3,500.00
26	PVC DRAIN BASIN W/ 2'X2' CAST IRON GRATE	EΑ	1	\$3,000.00	\$3,000.00
27	CONNECT TO EXISTING PIPE, ALL TYPES, 8"-24"	EΑ	1	\$1,500.00	\$1,500.00
28	CONNECT TO EXISTING PIPE, ALL TYPES, 25"- 48"	EA	1	\$1,800.00	\$1,800.00
29	CONNECT TO EXISTING PIPE, ALL TYPES, 49"- 60"	EA	1	\$2,000.00	\$2,000.00
30	CONNECT TO EXISTING INLET/ JUNCTION BOX, ALL TYPES	EA	1	\$1,500.00	\$1,500.00
31	CONCRETE PIPE COLLAR	EA	1	\$2,000.00	\$2,000.00
32	CONCRETE, IN PLACE	CY	1	\$2,500.00	\$2,500.00
33	4"-12" MISCELLANEOUS DRAINAGE PIPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$25.00	\$25.00
34	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	L.F	1	\$30.00	\$30.00
35	15" RCP, 4'-6' DEPTH, OW NER FURNISHED PIPE	LF	1	\$35.00	\$35.00

	4"-12" MISCELLANEOUS DRAINAGE PIPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$30.00	\$30.00
37	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
	18" RCP, 4'-6' DEPTH, OW NER FURNISHED PIPE	LF	1	\$38.00	\$38.00
	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISH ED PIPE	LF	1	\$35.00	\$35.00
	24 " RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
	30 " RCP, LESS THAN 4 ' DEPTH OWNER FURNISHED	LF I	1	\$45.00	\$45.00
	30 " RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED	LF LF	1	\$45.00	\$45.00
43	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	<del></del>	\$50.00	\$50.00
	42" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED	LF	1	\$55.00	\$55.00
	48" RCP, LESS THAN 4" DEPTH, OWNER FURNISHED	LF	1	\$60.00	\$60.00
	54" RCP, LESS THAN 4" DEPTH, OWNER FURNISHED	LF LF	1	\$65.00	\$65.00
	60" RCP, LESS THAN 4" DEPTH, OWNER FURNISHED	LF	1	\$80.00	\$80.00
49	42" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF LF	1	\$60.00	\$60.00
50	48" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	L.F	1	\$65.00	\$65.00
51	54" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$70.00	\$70.00
52	60" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$90.00	\$90.00
53	15" HP Storm, Less than 4' Depth, Owner Furnished Pipe	LF	1	\$35.00	\$35.00
54 54	18" HP Storm, Less than 4' Depth, Owner Furnished Pipe	LF	1	\$40.00	\$40.00
55	24" HP Storm, Less than 4' Depth, Owner Furnished Pipe	LF	1	\$45.00	\$45.00
56	30" HP Storm, Less than 4' Depth, Owner Furnished Pipe	LF	1	\$50.00	\$50.00
57	36" HP Storm, Less than 4' Depth, Owner Furnished Pipe	LF	1	\$55.00	\$55.00
58	42" HP Storm, Less than 4' Depth, Owner Furnished Pipe	LF	1	\$60.00	\$60.00
59	48" HP Storm, Less than 4' Depth, Owner Furnished Pipe	LF	<del>'</del>	\$65.00	\$65.00
60	54" HP Storm, Less than 4' Depth, Owner Furnished Pipe	LF	<u> </u>	\$70.00	\$70.00
61	60" HP Storm, Less than 4' Depth, Owner Furnished Pipe	L.F	1	\$75.00	\$75.00
62	15" HP Storm, 4'-6' Depth, Owner Furnished Pipe	LF	1	\$40.00	\$40.00
63	18" HP Storm, 4'-6' Depth, Owner Furnished Pipe	LF	1	\$45.00	\$45.00
64	24" HP Storm, 4'-6' Depth, Owner Furnished Pipe	LF LF	<del>- i</del>	\$50.00	\$50.00
65	30" HP Storm, 4'-6' Depth, Owner Furnished Pipe	LF	<del></del> i	\$55.00	\$55.00
66	36" HP Storm, 4'-6' Depth, Owner Furnished Pipe	LF	1	\$60.00	\$60.00
67	42" HP Storm, 4'-6' Depth, Owner Furnished Pipe	LF	1	\$65.00	\$65.00
68	48" HP Storm, 4'-6' Depth, Owner Furnished Pipe	LF I	1	\$70.00	\$70.00
69	54" HP Storm, 4'-6' Depth, Owner Furnished Pipe	LF	1	\$75.00	\$75.00
70	60" HP Storm, 4'-6' Depth, Owner Furnished Pipe	LF	1	\$80.00	\$80.00
71	15 " HDPE, LESS THAN 4 ' DEPTH, OWNER FURNISHED	LF	1	7,000	T
' '	PIPE			\$35.00	\$35.00
72	15 " HDPE, 4'-6' DEPTH, OWNER FURNISHED PI PE	LF	1	\$40.00	\$40.00
73	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED	LF	1		<b>#</b> 40.00
	PIPE	1		\$40.00	\$40.00
74	18 " HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	11	\$45.00	\$45.00
75	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
76	24 " HDPE, 4'-6 ' DEPTH, OWNER FURNISHED PI PE	LF	1	\$50.00	\$50.00
77	30 " HDPE, LESS THAN 4' DEPTH, OWN ER FURNISHED	LF	1		
	PIPE			\$50.00	\$50.00
78	30 " HDPE, 4'-6 ' DEPTH, OWNER FURNISHED PIPE	LF	1	\$55.00	\$55.00
79	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED	L.F	1	\$55.00	\$55.00
80	PIPE 36" HDPE, 4'-6 ' DEPTH, OWNER FURNISHED PIPE	LF	1	<del>+                                    </del>	
80	42" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED	LF	1	\$60.00	\$60.00
81	PIPE		ı	\$60.00	\$60,00
82	42" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	<u>L</u> F	1	\$65.00	\$65.00
83	48" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED	LF	1		
	PIPE			\$65.00	\$65.00

84	48" HDPE, 4'-6 ' DEPTH, OWNER FURNISHED PI PE	LF	1	\$70.00	\$70.00
85	54" HDPE, LESS THAN 4' DEPTH, OWN ER FURNISHED PIPE	LF	1	\$70.00	\$70.00
86	54" HDPE, 4'-6 ' DEPTH, OWNER FURNISHED PIPE	LF	1	\$75.00	\$75.00
87	60" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$75.00	\$75.00
88	60" HDPE, 4'-6 ' DEPTH, OWNER FURNISHED PIPE	LF	1	\$80.00	\$80.00
	EROSION CONTROL IT	EMS			
89	TEMPROARY SILT FENCE	LF	1	\$10.00	\$10.00
90	WATTLES, 12"	EA	1	\$80.00	\$80.00

Subtotal (Roadway Items)

\$4,056.00 (JAH)

Subtotal (Drainage Items)

\$32,032.00 (JAH)

Subtotal (Erosion Control Items)

\$90.00 (JAH)

Grand Total (All Items)

\$36,178.00 (JAH)

## PROPOSAL FORM CITY OF TUPELO MISSISSIPPI TUPELO ROADWAY MAINTENANCE PROGRAM • 2025 TERM BID

NOTE: See Paragraph 3 of Section B-"Information for Bidders" of the Contract Documents for criteria that will be utilized by the City for the consideration and award of the Project.

RESPECTFULLY	SUBM ITTED BY:  James A. Hodges Construction, Inc.	
	(PLEASE PRINT)	
SIGNATURE: (	2 Athy	
VAME AND TITLE:	James A. Hodges, President	
ADDRESS:	1281 CR 811, Saltillo, MS 38866	
PHONE NUMBER:	(662) 842-8538	
	ESPONSIBILITY NUMBER. 13510-MC	

#### **CORPORATE CERTIFICATE**

(To Be Executed If Bidder Is a Corporation)

I, Robin Rodgers certi	ify that I am the Secreta	ry 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 beh	nalf of said Corporation b	by authority of it governing body and is within
the scope of its corporate pow	vers.	
	Nam	e:Robin Rodgers
	Title	Secretary
	Signa	ature: Robin Rodgers
	Date	: 6/18/25
		(CORPORATE SEAL)
		WILLES CONSTITUTION
		SFAL SEAL STALL
		2002

#### **PARTNERSHIP CERTIFICATE**

(To Be Executed If Bidder Is A Partnership)

STATE OF			)					
			) ss:					
COUNTY OF			)					
On thisday	of	, 2025, be	fore n	ne perso	onally	/ appea	ered,	
Known to be and known by by me first duly sworn, did d						nt, wh	o being	
-			;	that	said	firm	consists	of
himself and		; and	that	he ex	ecute	ed the	e foregoi	ng
instrument for and on behal								
	Name:							
	Signature:					****		
			No	tary Pu	blic ir	and fo	or the Cou	nty
	of							
	State of		<del></del>					
						(N	OTARY SE	AL)
	My Commiss	ion Expires:						

#### LIMITED LIABILITY COMPANY CERTIFICATE

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

I, the undersigned	, hereby certify that I am t (the "Company") or if the Company do		
	he Company with full power and authority to bind the Comp who executed the Proposal on behalf of the Com	any; that pany is	
of the Company with full power and authority to execute			
	mpany, and that the Proposal and the Contract, if awarded to authority of the Company.	o 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

	Lell
l,	James A. Hodges
Inc	(name of person signing affidavit) dividually, and in my capacity asPresident
	James A. Hodges Construction, Inc.
of_	
	(name of firm, partnership, limited liability company, or corporation.)
Bei	ing duly sworn, on oath do depose and say as follows:
a.	That_James A. Hodges Construction, Inc, Bidder on the Tupelo Roadway Maintenance Program — 2025 Annual
	Term Bid 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: AHY PURISION
	Title: President ID # 83533
	(SEAL)  Commission Expires  Dec. 9, 2026
	Sworn before me this 18 day of Tune 2024
	My commission expires <u>Necember 9 2026</u> Mulan WoodNotary 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
١,_	James A. Hodges
Inc	(name of person signing affidavit) dividually, and in my capacity as President
of	(title) James A. Hodges Construction, Inc.
ΟI <u>-</u>	
	(name of firm, partnership, limited liability company, or corporation.)
Be	ing duly sworn, on oath do depose and say as follows:
c.	That, Bidder on the Tupelo Roadway Maintenance Program – 2025 Annual
	Term Bid 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.
d.	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: AHY PUBLOR
	Title: President ID # 83533
	(SEAL)  Commission Expires Dec. 9, 2026
	Sworn before me this 18 <sup>th</sup> day of Tune 2025
	My commission expires December 9, 2026 Albert Wood Notary Public

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

# 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)
1281 CR 811, Saitillo, 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 Proposa
Form shall be good for the entire Contract period, including as amended by Supplemental Agreement
Signed, this the <u>18th</u> day of <u>June</u> , 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 <b>Tupelo</b>
Roadway Maintenance Program – 2025 Annual Term Bid 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 CONTRACTOR SIGNATURE
President Robin Rodge/S
CONTRACTOR TITLE WITNESSED BY:

**END OF SECTION**