

**CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (2026-039PW)

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 CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION 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 120 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$750 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:

none

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

**CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2026-039PW)

The BIDDER agrees to perform all WORK for the construction of NATCHEZ TRACE HERITAGE CENTER NATCHEZ TRACE INTERSECTION 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 – CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	\$10,000.00	
			Ten Thousand Dollars	\$ 10,000.00
2.	Removal of Pipe, All Sizes	8 L.F.	\$35.00	
			Thirty-Five Dollars	\$ 280.00
3.	Removal of Fence	50 L.F.	\$25.00	
			Twenty-Five Dollars	\$ 1,250.00
4.	Unclassified Excavation, FM, AH	3,250 C.Y.	\$5.00	
			Five Dollars	\$ 16,250.00
5.	Borrow Excavation, AH, FME, Class B9	1,000 C.Y.	\$16.20	
			Sixteen Dollars and Twenty Cents	\$ 16,200.00
6.	Watering	5 K Gal.	\$20.00	
			Twenty Dollars	\$ 100.00
7.	Mowing	1 Acre	\$150.00	
			One Hundred and Fifty Dollars	\$ 150.00
8.	Grassing	1 Acre	\$2,500.00	
			Two Thousand and Five Hundred Dollars	\$ 2,500.00
9.	Agricultural Limestone	3 Ton	\$100.00	
			One Hundred Dollars	\$ 300.00

10.	Mulch, Vegetative Mulch	3 Ton	<u>\$200.00</u>	
			<u>Two Hundred Dollars</u>	<u>\$ 600.00</u>
11.	Temporary Grassing	1 Acre	<u>\$2,500.00</u>	
			<u>Two Thousand and</u>	
			<u>Five Hundred Dollars</u>	<u>\$ 2,500.00</u>
12.	Temporary Silt Fence	1,250 L.F.	<u>\$4.00</u>	
			<u>Four Dollars</u>	<u>\$ 5,000.00</u>
13.	Wattles, 20"	120 L.F.	<u>\$5.00</u>	
			<u>Five Dollars</u>	<u>\$ 600.00</u>
14.	Rip Rap for Erosion Control	20 Ton	<u>\$65.00</u>	
			<u>Sixty-Five Dollars</u>	<u>\$ 1,300.00</u>
15.	Select Borrow (PM)	3,350 C.Y.	<u>\$16.20</u>	
			<u>Sixteen Dollars and</u>	
			<u>Twenty Cents</u>	<u>\$ 54,270.00</u>
16.	Granular Material (Aggregate-Topsoil Course)	250 C.Y.	<u>\$55.00</u>	
			<u>Fifty-Five Dollars</u>	<u>\$ 13,750.00</u>
17.	Granular Material (Crushed Stone)	555 C.Y.	<u>\$69.96</u>	
			<u>Sixty-Nine Dollars and</u>	
			<u>Ninety-Six Cents</u>	<u>\$ 38,827.80</u>
18.	Hot Mix Asphalt, MT (12.5 mm Mixture)	211 TON	<u>\$173.00</u>	
			<u>One Hundred Seventy -</u>	
			<u>Three Dollars</u>	<u>\$ 36,503.00</u>
19.	Hot Mix Asphalt, MT (19 mm Mixture)	211 TON	<u>\$170.00</u>	
			<u>One Hundred Seventy</u>	
			<u>Dollars</u>	<u>\$ 35,870.00</u>
20.	Hot Mix Asphalt, MT (9.5 mm Mixture)	158 TON	<u>\$176.00</u>	
			<u>One Hundred Seventy-Six</u>	
			<u>Dollars</u>	<u>\$ 27,808.00</u>
21.	15" HDPE Pipe	100 L.F.	<u>\$33.00</u>	
			<u>Thirty-Three Dollars</u>	<u>\$ 3,300.00</u>
22.	15" Reinforced Concrete Headwall (Poured in Place)	4 EA.	<u>\$3,700.00</u>	
			<u>Three thousand and</u>	
			<u>Seven Hundred Dollars</u>	<u>\$ 14,800.00</u>
23.	18" Reinforced Concrete Pipe, Class III	64 L.F.	<u>\$64.00</u>	
			<u>Sixty-Four Dollars</u>	<u>\$ 4,096.00</u>

24.	18" Reinforced Concrete Headwall (Poured in Place)	2 EA.	<u>\$3,700.00</u> <u>Three thousand and</u> <u>Seven Hundred Dollars</u>	<u>\$ \$7,400.00</u>
25.	Maintenance of Traffic	1 L.S.	<u>\$20,000.00</u> <u>Twenty Thousand Dollars</u>	<u>\$ 20,000.00</u>
26.	Additional Construction Signs	1 S.F.	<u>\$10.00</u> <u>Ten Dollars</u>	<u>\$ \$10.00</u>
27.	Standard Roadside Construction Signs	8 Each	<u>\$160.00</u> <u>One Hundred and</u> <u>Sixty Dollars</u>	<u>\$ 1,280.00</u>
28.	Mobilization	1 L.S.	<u>\$48,000.00</u> <u>Fourty-Eight Thousand</u> <u>Dollars</u>	<u>\$ 48,000.00</u>
29.	4" Thermoplastic Edge Stripe, Continuous White, Type 1	850 L.F.	<u>\$6.00</u> <u>Six Dollars</u>	<u>\$ 5,100.00</u>
30.	4" Thermoplastic Traffic Stripe, Continuous Yellow, Type 1	950 L.F.	<u>\$6.00</u> <u>Six Dollars</u>	<u>\$ 5,700.00</u>
31.	Thermoplastic Detail Stripe, White, Type 1	365 L.F.	<u>\$10.00</u> <u>Ten Dollars</u>	<u>\$ 3,650.00</u>
32.	Thermoplastic Legend, White Crosswalk, Type 1	130.5 S.F.	<u>\$15.00</u> <u>Fifteen Dollars</u>	<u>\$ 1,957.50</u>
33.	Thermoplastic Legend, White Stop Bar, (12 Inch), Type 1	37 L.F.	<u>\$10.00</u> <u>Ten DollarsTen Dollars</u>	<u>\$ 370.00</u>
34.	Barricades, Type III, Single Faced	24 L.F.	<u>\$30.00</u> <u>Thirty Dollars</u>	<u>\$ 720.00</u>
35.	Standard Roadside Signs	9 Each	<u>\$500.00</u> <u>Five Hundred Dollars</u>	<u>\$ 4,500.00</u>
36.	Roadway Construction Stakes	1 L.S.	<u>\$1.00</u> <u>One Dollar</u>	<u>\$ 1.00</u>

Contingency Allowance for Latent Conditions*

\$ 50,000.00

TOTAL OF BID ITEMS (1-36 plus Contingency Allowance) \$ 434,943.30

\$ Four Hundred and Thirty-Four Thousand, Nine Hundred Forty-Three Dollars, and Thirty Cents

(TOTAL IN WORDS)

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

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 

Title President

Address 1281A CR 811

Saltillo, MS 38866

Attest: 
SEAL (if Bid is by a Corporation)



**CHICKASAW HERITAGE CENTER
NATCHEZ TRACE INTERSECTION
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, James A. Hodges Construction Inc.,
as Principal, and Palomar Casualty and Surety Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five Percent of Amount Bid (5%) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of September, 20 26.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.
James A. Hodges Construction Inc.

James A. Hodges (L.S.)
(Principal)

Palomar Casualty and Surety Company
(Surety)

By: *Jordan Carter*
Jordan Carter, Attorney-in-Fact



IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY**

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond

Principal: James A. Hodges Construction Inc.

Description: CHICKASAW HERITAGE CENTER NATCHEZ TRACE INTERSECTION

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("PSIC"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("PCSC" and together with PSIC, the "Companies" or each "Company"), do hereby make, constitute, and appoint:

Jordan Carter

on behalf 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 \$75,000,000.00.

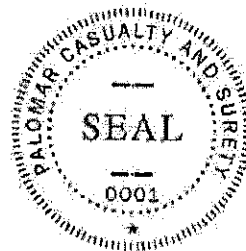
This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.



Cullen S. Piske
President
Palomar Casualty and Surety Company

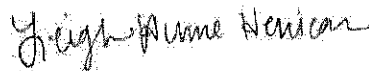


State of Louisiana
Parish of St. Tammany

On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.



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



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

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 29th day of September, 2026.



Angela Grant
Secretary



Mandatory Addendum to All City of Tupelo Contracts October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

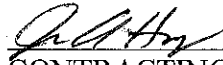
9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

CITY
Date:



CONTRACTING PARTY
Date: 9/29/26