

GUN CLUB ROAD IMPROVEMENTS CITY OF TUPELO, MISSISSIPPI

AGREEMENT

This AGREEMENT, made this ____ day of _____, 2021 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and James A. Hodges Const., Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of GUN CLUB ROAD IMPROVEMENTS.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 270 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of One million one hundred thirty one thousand five hundred forty one dollars and thirty one cents (\$1,131,541.31), being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Documents
 - (E) Bid Bond
 - (F) Agreement
 - (G) Certificate of Owner's Attorney
 - (H) General Conditions
 - (I) Special Conditions
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice of Award
 - (M) Notice to Proceed
 - (N) Change Order
 - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:

CITY OF TUPELO, MISSISSIPPI

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

OWNER'S SEAL

CONTRACTOR:

BY: James A. Hodges
Name: JAMES A HODGES
Title: PRESIDENT

ATTEST:

BY: Robin Rodgers
Name: Robin Rodgers
Title: secretary



CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

**GUN CLUB ROAD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that

James A. Hodges Const., Inc.
1281 A CR 811
Saltillo, MS 38866

a Corporation, hereinafter called PRINCIPAL and _____
The Gray Insurance Company _____ (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **One million one hundred thirty one thousand five hundred forty one dollars and thirty one cents (\$1,131,541.31)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

GUN CLUB ROAD IMPROVEMENTS

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Robin Rodgers

(Principal) Secretary

(SEAL)

Chad Rankin

Witness as to Principal

1281 A CR 811

Address

Saltillo, MS 38866



James A. Hodges Const., Inc.

Principal

By: Ja G. Hays

1281 A CR 811

Address

Saltillo, MS 38866

The Gray Insurance Company

Surety

ATTEST:

Fielden Mitts

Witness as to Surety

P.O. Box 1139

Address

Jackson, MS 39215

By: Fielden Mitts

Attorney-In-Fact Fielden Mitts

P.O. Box 1139

Address

Jackson, MS 39215

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

**GUN CLUB ROAD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

James A. Hodges Const., Inc.
1281 A CR 811
Saltillo, MS 38866

a Corporation, hereinafter called PRINCIPAL and The Gray Insurance Company (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of **One million one hundred thirty one thousand five hundred forty one dollars and thirty one cents (\$1,131,541.31)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

GUN CLUB ROAD IMPROVEMENTS

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Robin Rodgers

(Principal) Secretary

James A. Hodges Const., Inc.

Principal

(SEAL)

Chad Parker

Witness as to Principal
1281 A CR 811

Saltillo, MS 38866



By: Jon A. Gray

1281 A CR 811
Address
Saltillo, MS 38866

The Gray Insurance Company
Surety

ATTEST:

[Signature]

Witness as to Surety

P.O. Box 1139
Address
Jackson, MS 39215

By: Andrew Mitts
Attorney-In-Fact

P.O. Box 1139
Address
Jackson, MS 39215

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

Andrew Mitts

Resident Mississippi Agent

**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: GSA1400326

Principal: James A. Hodges Const., Inc.

Obligee: THE CITY OF TUPELO, MISSISSIPPI

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

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

Attest:

Mark S. Manguno

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

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 day of



Mark S. Manguno

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

MISSISSIPPI DEPARTMENT OF REVENUE

Sales Tax Account
ID: _____

P.O. BOX 1033 JACKSON, MS 39215

RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING,
AND SPECIAL FUEL (DIESEL FUEL) TAX BOND

STATE OF MISSISSIPPI

BOND NUMBER GSA1400326

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:

James A. Hodges Const., Inc. 1281 A CR 811, Salltillo, MS 38866 as Principal,
Name Address City State Zipin favor of THE CITY OF TUPELO, MISSISSIPPI 71 East Troy St., Tupelo, MS 38804 as Obligee,
Name Address City State Zip

And covering a contract dated _____, for the construction of

(Name Project and Describe)

GUND CLUB ROAD IMPROVEMENTS

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., 27-7-1 et seq., 27-13-1 et seq., 27-7-301 et seq., and 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this _____ day of _____,

Filed and Approved, this _____ day of _____,

COMMISSIONER: _____ PRINCIPAL: James A. Hodges Const., Inc.

Countersigned by:

By: John A. Hodges

Fielden Mitts

Attorney in Fact

Fielden Mitts

Licensed Mississippi Agent

Fielden Mitts

601-948-2900

Type or Print Name of Agent

Telephone Number

SURETY: The Gray Insurance Company

By: Fielden Mitts

**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: GSA1400326

Principal: James A. Hodges Const., Inc.

Obligee: THE CITY OF TUPELO, MISSISSIPPI

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

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

Attest:

Mark S. Manguno

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



State of Louisiana

ss:

Parish of Jefferson

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Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
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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 day of



Mark S. Manguno

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