

**JACKSON STREET IMPROVEMENTS
MADISON STREET to FRONT STREET
CITY OF TUPELO, MISSISSIPPI**

AGREEMENT

This AGREEMENT made this ____ day of _____, 2025 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and James A. Hodges Const., Inc., doing business as (an individual,) or (a partnership,) or (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 JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET
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 225 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 two million one hundred seventy three thousand three hundred ninety eight dollars and twenty four cents (\$2,173,398.24), 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:

JAMES A. HODGES CONSTRUCTION, INC.

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.

