

## CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and James A. Hodges Construction, Inc., doing business as ~~(an Individual)~~, ~~(a partnership)~~, (a Corporation), or ~~(a Limited Liability Company)~~ hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of **TUPELO ROADWAY MAINTENANCE PROGRAM – 2024 ANNUAL BID** hereinafter called "PROJECT".
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 within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 365 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, and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - a) This Agreement
  - b) Advertisement for Bids
  - c) Instruction to Bidders
  - d) General Conditions of Work dated December 28, 2023
  - e) Signed Copy of Proposal Form and Bidder's Certificate
  - f) Executed Bidder's Agreement
  - g) Executed Non-Collusion Form and Compliance statements
  - h) Technical Specifications

- i) SPECIFICATIONS issued by TUPELO DEPARTMENT OF PUBLIC WORKS dated December 28, 2023
  - j) ADDENDA:  
No. \_\_\_\_\_ Dated \_\_\_\_\_ and No. \_\_\_\_\_ Dated \_\_\_\_\_
  - k) All federal government conditions, specifications, regulations, and requirements bound herein.
6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- a) LIQUIDATED DAMAGES – CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$200.00 as LIQUIDATED DAMAGES. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
  - b) INDEMNIFICATION – In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER, and their officers, personnel, and agents from and against:
    - 1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health, or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and
    - 2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.

- c) RIGHT OF SET OFF – The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to or for the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
  8. The CONTRACTOR agrees to allow the Owner or any duly authorized representative thereof, access to books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this CONTRACT, for the purpose of making audits, examinations, excerpts, and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
  9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts, and payroll records.
  10. 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 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Mayor

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: City Clerk

(SEAL)

JAMES A. HODGES CONSTRUCTION, INC.  
CONTRACTOR

BY: *James A. Hodges*

NAME: James A. Hodges

TITLE: President

ATTEST:

BY: *Robin Rodgers*

NAME: Robin Rodgers

TITLE: Secretary

(SEAL)

END OF SECTION

