

Department of Engineering
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046
Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

September 1, 2020

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Request to Pave
Providence Subdivision

The Engineering Department requests that the Board approve to mill and overlay 4 areas along Providence Dr for an amount of \$19,386.50. This money will come from the Road Maintenance fund from the Road Department.

SHEILA JONES
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL BANKS
District Four

PAUL GRIFFIN
District Five



P. O. BOX 54246, JACKSON, MS 39288-4246
PLANT: 1353 FLOWOOD DRIVE, JACKSON, MS 39232
PHONE: 601-939-4493 FAX: 601-939-4676

PROPOSAL & CONTRACT

Madison County Road Department
3137 South Liberty Street
Canton, MS

August 11, 2020

Via Email: tim.bryan@madison-co.com

Attention: Mr. Tim Bryan

Adcamp, Inc. hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvement at Providence Subdivision in Madison County, MS.

Description of work & price:

1450 SY	Asphalt Milling	@ \$ 3.00 SY	\$ 4,350.00
170 Tons +/-	2" Asphalt Surface Course	@ \$88.45 Ton	\$15,036.50
Total Estimated Amount			\$19,386.50

Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company as determined upon completion of the work.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of our proposal. Upon its receipt it is understood the foregoing; including the terms and conditions set forth on the reverse side, hereof, will constitute the full and complete agreement between us. NO SCHEDULING CAN BEGIN WITHOUT A SIGNED CONTRACT RETURNED TO OUR OFFICE.

Accepted:

**Yours very truly,
Adcamp, Inc.**

Ralph Barnes
President

Firm Name

By: _____
Name & Title

Date: _____

Telephone: _____

MPC#
(WHERE APPLICABLE)

Terms and Conditions

Payment in full for all performed hereunder during any month shall be made no later than the tenth of the next following month. Final and complete payment for all work performed hereunder shall be made no later than fifteen (15) days after the completion of such work. Interest at the highest legal rate allowable under the laws of the jurisdiction in which the contract is executed or one percent (1%) per month, which ever is less, shall be charges and paid on all unpaid balances from the due date to the date we receive payment.

In the event of default in the payment or other terms of this contract, you agree to pay reasonable attorney fees and any other costs of collection.

We shall not become obligated to perform the work called for under this contract until your credit has been checked and approved by our Credit Department or means of satisfactory financing for the project has been presented and accepted by Adcamp. If credit conditions become unsatisfactory at any time prior to completion of the work hereunder, we shall be furnished with adequate security upon request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the performance of any such change. Any increase or decrease in the contract price resulting from such change shall be included in these change orders.

We will provide Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be taken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputed or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not complete within twelve (12) months after the date of our acceptance of this proposal, we may cancel this agreement at any time thereafter with ten (10) days notice. In such event (i) we shall be relieved of any further obligations with respect to the balance of the work and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other objects buried underneath, or to sidewalks, driveways or other improvements located within, our work area or designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited and installed by use, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

Accepted By:

Name and Title:
