




## PURCHASING DEPARTMENT

Madison County Board of Supervisors  
146 West Center Street  
Canton, MS 39046 / 601-855-5534  
[keshajackson@madison-co.com](mailto:keshajackson@madison-co.com)

September 30, 2022

To: Board of Supervisors  
From: Kesha Jackson, Purchasing Clerk   
Subject: Award Commodity Term Bids – Gravel Only

Attached are copies of recently-opened commodity term bids for gravel only.

I recommend that the Board take the following actions:

**(A) Acknowledge all bids received;**

**(B) Award Commodity Term Bids – Gravel Only**

1. Award the Term Bid for 610 unwashed limestone aggregate gravel for the period of October 1, 2022 – September 30, 2023 to APAC at \$30.00 per ton.
2. Award the Term Bid for #57 washed limestone aggregate gravel for the period of October 1, 2022 – September 30, 2023 to APAC at \$31.00 per ton.
3. Award the Term Bid for Washed Road Gravel for the period October 1, 2022 – September 30, 2023 to Hammett Gravel Co., at \$17.00 per ton.
4. Award the Term Bid for Clay Gravel for the period October 1, 2022 – September 30, 2023 to Hammett Gravel Co., at \$7.00 per ton.

Thank you in advance for your consideration of the above recommendations.



A CRH COMPANY

APAC Inc.
Quotation

Customer Acct No. 201089
Customer Madison County Administrator
Contact Name Madison County Board of Supervisors
Project Name Madison County Term Bid September 2022
Project Address

Quote Number Q869448-2
Quote Date 9/27/2022
Contact Phone
Mobile Phone
Contact Email
Contact Fax
Revision Date 9/28/2022
Quote Valid From 9/27/2022
Quote Valid Thru 10/27/2022

Project Number
Purchase Order#

Prices made valid by means of written confirmation within 30 days of quote date

Quoted By: Zack MacDonald
Directions:

zack.macdonald@apac.com

Table with 5 columns: Plant, Material, Material code, Quantity, Material Price Per Ton. Rows include Stone - Vicksburg Stone Yard (#57 Limestone Washed), Stone - Vicksburg Stone Yard (825B Base), and PS&G - Yazoo S&G (Coarse Sand).

Standard APAC Terms & Conditions apply. Prices do not include any applicable taxes. A valid tax exemption certificate must be submitted to and validated by APAC prior to ordering material for APAC to not charge tax. Prices are FOB our stone yard, sand & gravel pit, asphalt plant, or quarry unless otherwise stated.

If quote is accepted within 30 days, price is valid from October 1st, 2022 through September 30th, 2023.

Material will be approved for purchase FOB at our yard, pit, or quarry.

No adjustments will be made to prices due to moisture.

Customer Signature \_\_\_\_\_

Salesperson Signature \_\_\_\_\_

Unsigned quotations are not valid. Q869448-2

Quote approved by: Brett Vandermeeden



APAC Inc.  
Quotation

STANDARD TERMS AND CONDITIONS – MATERIAL SALES

1. **Applicability.** The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the “Order”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.
2. **Payment.** Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, arising out of Buyer’s failure to make all payments due under this Order in a timely manner.
3. **Taxes.** Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.
4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller’s plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.
6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer’s, or Buyer’s agents’, vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller’s delivery, upon delivery of the Materials at Buyer’s location.
7. **Warranty.** Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller’s obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller’s materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.
8. **Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller’s privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller’s liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**
12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys’ fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer’s breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller’s materials.
13. **Applicable Law.** This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller’s plant sourcing the Order.
14. **Miscellaneous.** (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer’s specifications at Seller’s facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller’s costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor any portion of such funds be used by Buyer for any purpose, until full payment is made for all materials sold by Seller to Buyer hereunder. (E) For a copy of Safety Data Sheets or product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller’s website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer’s possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.
15. **MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER’S SOURCE PLANT FOR THE ORDER.** THE

Customer Signature \_\_\_\_\_

Salesperson Signature \_\_\_\_\_

Unsigned quotations are not valid. Q869448-2

Quote approved by: Brett Vandermeeden



**A CRH COMPANY**

**APAC Inc.  
Quotation**

**AMERICAN ARBITRATION ASSOCIATION (“AAA”) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA’S OPTIONAL APPELLATE ARBITRATION RULES (“APPELLATE RULES”); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**

Customer Signature \_\_\_\_\_

Salesperson Signature \_\_\_\_\_

**Unsigned quotations are not valid. Q869448-2**

Quote approved by: Brett Vandermeeden

**MADISON COUNTY BOARD OF SUPERVISORS**  
**CONSTRUCTION SERVICES**

**TERM BIDS FOR PERIOD OCTOBER 1, 2022-SEPTEMBER 30, 2023**

**SPECIFICATIONS**

**ALL BID FORMS MUST BE SIGNED, INITIALED AND DATED BY AN  
AUTHORIZED COMPANY REPRESENTATIVE**

The Madison County Board of Supervisors will receive sealed bids for the following:

**Commodities:**

- 1. Gravel**
  - a. 610 unwashed limestone aggregate
  - b. #7 washed limestone aggregate
  - c. #57 washed limestone aggregate
  - d. #89 washed limestone aggregate
  - e. #100 Rip Rap
  - f. #200 Rip Rap
  - g. #300 Rip Rap
  - h. Washed Road Gravel
  - i. Clay Gravel

Bids may be submitted by either of the following methods:

Sealed Bids will be accepted until 10:00 a.m. on Wednesday, September 28, 2022, by electronic submission at <http://www.madison-co.com/bids> or in a sealed envelope at the Chancery Clerk's Office, 125 West North Street, Canton, Mississippi.

Electronic bids will be received until 10:00 a.m. on Wednesday, September 28, 2022, as a PDF file via Madison County's website at <http://www.madison-co.com/bids>. Each bidder submitting a bid electronically shall include a signed copy of Madison County's bid sheet as part of its PDF bid submittal.

Non-electronic bids will be received until 10:00 a.m. on September 28, 2022 at the Madison County Chancery Clerk's Office, Rooms 225-228, 125 West North Street, Canton, MS 39046. All sealed bids submitted to the Chancery Clerk's office shall have the bidder's name and the phrase "Term Bid" for which a bid is being submitted written on the outside face of the envelope. If any envelope is not so marked, said bid shall not be opened and considered. Each bidder submitting a bid electronically shall include a signed copy of Madison County's bid sheet as part of its PDF bid submittal.

All bids must comply with the specifications provided. Madison County reserves the right to amend the specifications, as necessary, and agrees to notify all who have requested bid packets from the Madison County Board of Supervisors. No Guaranteed Minimum.

**ALL BID FORMS MUST BE SIGNED, INITIALED, DATED AND  
SUBMITTED ON THE COUNTY FURNISHED BID FORMS**

**The Madison County Board of Supervisors reserves the right to reject any and all bids, and to waive any informalities or irregularities in the bids received. For any questions relating to the electronic submission process, please call Kesha Jackson at 601.855.5534.**

**Madison County Board of Supervisors**

**By: (s) Kesha Jackson, Purchase Clerk Publication Dates: September 8 & September 15,  
2022 Madison County Journal**

## Commodity Term Bid

### Gravel

#### 2. Gravel

- a. 610 unwashed limestone aggregate            bid amount
- b. #7 washed limestone aggregate            bid amount
- c. #57 washed limestone aggregate            bid amount
- d. #89 washed limestone aggregate            bid amount
- e. #100 Rip Rap            bid amount
- f. #200 Rip Rap            bid amount
- g. #300 Rip Rap            bid amount
- h. Washed Road Gravel 17<sup>00</sup>/Ton bid amount
- i. Clay Gravel 7<sup>00</sup>/Ton bid amount

\_\_\_\_\_ (✓) Mark here to indicate **NO Bid** submitted for this category.

Initial TD Date 9/21/2022

For use in your calculation of Lowest and Best Bid, note here the Number of Miles from your Company Plant to the Madison County Road Department 3/6 Miles

**NOTE: ALL BID FORMS MUST BE SIGNED, INITIALED AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE**

The below signed company agrees that if it is awarded a term bid by the Madison County Board of Supervisors for any or all of the materials or services on this bid form, that it will provide said materials or services in a timely manner at the awarded term bid price for the duration of said term bid period. The company acknowledges there are **No Minimum Guarantees** on any term bid. The below signed company further agrees that it will not provide quantities of a materials or services in an amount greater than is listed on the purchase order for each specific order. Furthermore, the below signed company agrees that if it does provide materials or services in an amount greater than that listed on the purchase order, that it will not hold Madison County responsible for the quantity of such materials or services that exceeds the purchase order amount.

Company Name: Hammett Gravel Company, Inc.  
Address: PO Box 209  
Lexington, Ms 39095  
Telephone #: 662-834-1867  
Cell Phone#: 601-416-1481  
Fax#: 662-834-1593  
Email: tim.deason@hammett-gravel.com  
Authorized Representative's Signature Tim Deason Date 9/21/2022  
Print Authorized Representative's Name Tim Deason

The specifications and bid forms for the above-listed term bids are on file and open for public inspection at the Madison County Chancery Clerk's Office, Rooms 225-228, and 125 West North Street, Canton, MS 39046. A PDF copy of the specifications and bid sheets may be procured, at no charge, by either of the following methods:

1. Download a copy from Madison County's website at <http://www.madison-co.com/bids>
2. Email a request to [keshajackson@madison-co.com](mailto:keshajackson@madison-co.com)

Initial TD Date 9/21/2022