

BOARD OF SUPERVISORS

MADISON COUNTY, MISSISSIPPI

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

3137 South Liberty Street, Canton, MS 39046
Office (601) 855-5582 FAX (601) 859-5857

MEMORANDUM

July 2, 2025

To: Casey Brannon, 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 for Sole Source
#89 Stone

The Engineering Department requests permission from the Board to declare Warren Paving as a sole source vendor for #89 stone due to no one else having it in inventory at this time. The road department needs this stone to DBST Critter Road, Ancient Oaks Road and Society Ridge Road.

CASEY BRANNON
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL M. BANKS
District Four

PAUL GRIFFIN
District Five



ASPHALT CONTRACTORS & MINING

POST OFFICE BOX 572
HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601)544-7811 – FAX (601)544-2005

POST OFFICE BOX 2545
GULFPORT, MISSISSIPPI 39503
TELEPHONE (228)896-8003 – FAX (228)896-8155

QUOTATION MATERIAL QUOTATION

Date:	7/1/2025	Project Name:	Madison County		
Customer:	Madison County				
Attn:	Marta McKnight				
		Project Location:	Madison County Picked up at Vicksburg		
State Contract Pricing firm until 12/31/2025					
Warren Paving Yard: Vicksburg Yard					
2056 Warrenton Road Vicksburg, MS. 39180		Yard phone 601-661-0077			
Product	Qty.	Unit(s)	Materials Picked up at Vicksburg Yard\$/ton	Freight Type Trailer Truck \$/Ton	Delivered price trailer trucks \$/ton
Washed #89 *	540	TON	\$47.00	0	0
*Limited supply					

- Quote expires 30 days from Date of Quote unless withdrawn earlier. Quote subject to revision or cancellation for any deliveries not taken or paid for within 30 days from Date of Quote unless different deadline specified.
- **To exempt Mississippi Sales Tax, we must have an actual copy of the exemption emailed before any sales. Otherwise, 7% sales tax will be added to the per ton price above.**
- Price does not include any applicable state or local sales and use tax. **Applicable tax will be added unless a valid tax exemption certificate is received prior to loading.**
- Payment shall be Net 30 days.
- Transportation, if applicable, is provided by a third-party provider and arranged as courtesy to Buyer. Transportation to be provided during working hours on business days.
- **Subject to material availability at Yard.**
- Subject to Warren Paving's Standard Terms & Conditions, F.O.B. Yard, or Truck Delivery.
- **All purchase orders must contain tonnage amount required per each!**

STANDARD TERMS & CONDITIONS

F.O.B. Yard or Truck Delivery

1. **ORDER AND ACCEPTANCE:** The Buyer hereby agrees and acknowledges that any order it places with Warren Paving, Inc., or any affiliate thereof (collectively "Seller"), either by accepting the specific quote listed or any other offer or proposal by Seller (the accepted quote or offer or proposal, along with these terms and conditions hereinafter called the "Contract"), shall be governed by these terms and conditions of Seller. To the extent there is any provision in the quote provided by Seller that is inconsistent with these terms and conditions, the provision of the quote provided by Seller shall control. No additions, deletions or modifications to these terms proposed by Buyer in any format, including as additions to the quote accepted by Buyer or as part of Buyer's printed forms, purchase orders, acknowledgements, confirming memoranda, communications, or other documents, shall bind Seller unless approved, accepted and signed by Seller in a separate writing. Acceptance of an order or shipping or performing pursuant to any order shall not (i) be construed as assent to such contrary or additional terms and conditions from Buyer or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these terms and conditions. If Buyer has provided terms and conditions as part of a purchase order or other communication, such terms and conditions are rejected. By ordering the goods, or continuing with an order of goods after receipt of these terms and conditions, Buyer expressly acknowledges and understands that it is accepting these terms and conditions and that its acceptance of these terms and conditions is a material inducement for Seller to enter into the Contract and that Seller's performance is being made expressly conditioned upon acceptance and assent to these terms and conditions. Prior courses of dealing, trade usage, and verbal agreements not reduced to a writing signed by the Seller, to the extent they modify, add to, or otherwise alter the Contract, shall not be binding on Seller.
2. **DELIVERY.** Unless otherwise provided in the Contract, price is F.O.B. Seller's point of shipment. Upon request of Buyer, and if indicated in the Contract, Warren Paving will procure transportation on behalf of Buyer. Such transportation will be provided by a third party (the "Transporter") and Warren Paving assumes no liability for the negligence or breach of such Transporter in the performance of any transportation or related services. Transportation charges are subject to change for any tonnage until the date of delivery and tonnage is confirmed.
3. **PRICE, PAYMENT & ATTORNEYS' FEES:** Prices are available only to the customer specifically named in the Quotation, plus or minus 10% of such quantities. If the entire payment is not made within the required time, interest on all unpaid amounts shall accrue at the lesser rate of (i) 1.5% monthly, or (ii) the maximum amount allowed by law. Seller has the right to discontinue or refuse further services or product shipments until payment is received on past due amounts. In any commercial transaction between the parties, Buyer agrees to pay all attorneys' fees, litigation expenses and costs, including court costs, incurred by Seller for the collection of all amounts owed by Buyer to Seller or its affiliates, whether for material charges, freight, or other charges. Seller may demand adequate assurances of performance from Buyer whenever Seller reasonably determines that grounds for insecurity arise with respect to Buyer's ability to perform, and may suspend performance under the Contract until such adequate assurance is received. Adequate assurance may include requiring full or partial payment or guarantee in advance of shipment or delivery whenever, in Seller's opinion, the financial condition of Buyer so warrants.
4. **TAXES:** Prices do not include any taxes or other assessments. All taxes, duties, fees, assessments, or other charges of any kind imposed by any federal, state, municipal, or other governmental authority which Seller or its affiliates are required to collect or pay with respect to the sale or shipment of the goods shall be the responsibility of Buyer. Except for those taxes specifically broken out on invoice and paid by Buyer to Seller, Buyer agrees to pay all such taxes and further agrees to reimburse Seller for any such payments made by Seller.
5. **INSPECTION; NO TERMINATION:** Buyer shall have the right to inspect the goods prior to delivery and to monitor any loading of the goods at Seller's Yard. Unless Buyer notifies Seller of any objection at inspection, it shall be conclusively presumed, by Buyer and Seller, that the goods were as specified and that Buyer accepts the goods. The Contract may be modified or terminated only upon Seller's written consent.
6. **WARRANTIES DISCLAIMER: ALL PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS." NO WARRANTIES, EXPRESSED OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY THE SELLER. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED.** Buyer understands Seller's employee or agent has no authority to issue or make any warranty of any kind. Buyer acknowledges it is not relying on any sales descriptions, technical advice, recommendation, or representations made by any employee or agent of Seller; all advice being given and accepted at Buyer's risk. No statements or recommendations by Seller are to be construed as representations applicable to any particular application or use of the goods, including Buyer's application and use. Technical advice, including written materials furnished by Seller, shall not constitute a warranty or representation, statutory, express, or otherwise, which is expressly disclaimed.
7. **TITLE AND RISK OF LOSS:** Title shall pass to the Buyer on the date and place of delivery of the product(s). Buyer shall assume all risk of loss F.O.B. place of shipment, unless a different delivery point is expressly agreed to by Seller.
8. **LIMITATION OF LIABILITY:** SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES OR LOSSES, INCLUDING LOST PROFITS AND ECONOMIC OR INDIRECT LOSSES, EVEN IF SUCH ARE FORESEEABLE OR COULD BE OR WERE REASONABLY ANTICIPATED.
9. **GOVERNING LAW; VENUE:** This Contract and the parties' relationship shall be governed by the laws of the State of Mississippi. Wherever a term defined by the Uniform Commercial Code ("Code") is used in this Contract, the definition contained in the Code as adopted by Mississippi shall control. The exclusive venue and jurisdiction for the resolution of all disputes between the parties shall be the state or federal courts located in Harrison County, Mississippi, and Buyer waives any defenses to jurisdiction and venue.
10. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties; is a complete and exclusive statement of the Contract's terms and conditions; and supersedes any prior agreement, understanding or negotiation, whether oral or written. No modification can be made to this Contract except in a writing signed by authorized representatives of both Seller and Buyer.
11. **SEVERABILITY:** If any provision in the Contract is invalid or unenforceable, that provision shall be construed, limited, modified, or, if necessary, severed, to eliminate its invalidity or unenforceability, and to ensure the other provisions of this Contract remain unaffected.

Marta McKnight

From: James COLEMAN <james.colemanjr@amrize.com>
Sent: Tuesday, July 1, 2025 2:51 PM
To: Marta McKnight
Cc: James COLEMAN; James Coleman
Subject: Re: Quote for #89

CAUTION! External Content. Please use caution when opening attachments and links. Do not provide your username and password if requested.

Marta,

We are out of 89's at this time.

Thanks and have a great day,

Jim

JAMES COLEMAN
Territory Manager
james.colemanjr@amrize.com

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139 Marietta Way , Canton, United States, 39046
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[Amrize](#) | [LinkedIn](#) | [Facebook](#)



This email is confidential and intended only for the use of the above named addressee. If you have received this email in error, please delete it immediately and notify us by email or telephone.

On Tue, Jul 1, 2025 at 2:20 PM Marta McKnight <marta.mcknight@madison-co.com> wrote:

Hey—

Hope you are doing well. Please see attachment for quotes, please, sir.