

**Minutes of  
Clay County Board of Supervisors  
Regular Meeting  
Friday, October 16, 2020 at 9:00 a.m.**

**BE IT REMEMBERED** a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Friday, October 16, 2020.

**PRESENT:**

Luke Lummus, Supervisor District 2, Presiding  
R.B. Davis, Supervisor District 3  
Shelton Deanes, Supervisor District 4  
Joe Chandler, Supervisor District 5

Eddie Scott, Clay County Sheriff  
Amy G. Berry, Clay County Chancery Clerk  
Angela Turner Ford, Board Attorney

County Residents

The following proceedings were had:

**CALL TO ORDER/INVOCATION**

The meeting was called to order by Clay County Sheriff Eddie Scott. The welcome was given by Supervisor Lummus with invocation given by Supervisor Joe Chandler.

**ADOPTION OF AGENDA**

Supervisor Davis moved to adopt the agenda as presented.

The motion was seconded by Supervisor Chandler.

(Exhibit "A")

**AMENDMENT OF AGENDA**

Supervisor Chandler moved to amend the agenda as presented.

The motion was seconded by Supervisor Davis.

**THERE WERE NO AMENDMENTS ADDED TO THE AGENDA**

AUTHORIZE AND APPROVE TO ACCEPT AND AWARD THE SUPPLY AND MATERIAL BIDS FOR THE FOURTH QUARTER AS PRESENTED BY THE PURCHASE CLERK

Supervisor Davis moved to authorize and approve to accept and award the supply and material bids for the fourth quarter as presented by the Purchase Clerk.

The motion was seconded by Supervisor Chandler.

(Exhibit "B")

AUTHORIZE AND APPROVE TO PAY FOR INSTALLATION OF AN ANALOG FAX LINE WITH FRANKLIN TELECOMMUNICATION COMPANY FOR THE COURT COMPLEX BUILDING

Supervisor Chandler moved to authorize and approve to pay for the installation of an analog fax line with Franklin Telecommunication Company for the Court Complex Building at a cost of \$113.00.

The motion was seconded by Supervisor Deanes.

(Exhibit "C")

RECESSING

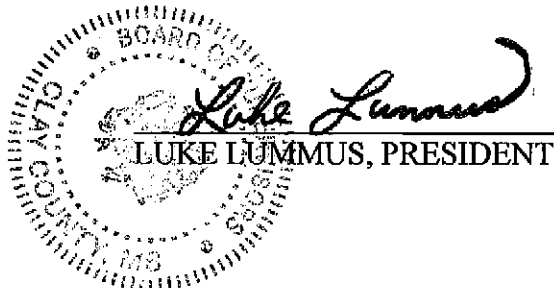
AUTHORIZE AND APPROVE TO RECESS

Supervisor Deanes moved to authorize and approve to recess until Thursday, October 22, 2020, at 9:00 a.m. at the Clay County Courthouse.

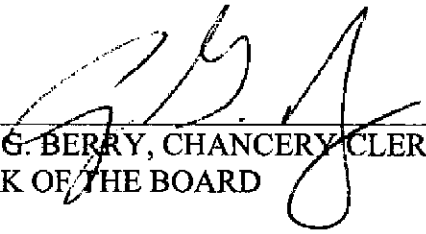
The motion was seconded by Supervisor Chandler.

ALL MOTIONS CARRIED UNANIMOUSLY UNLESS OTHERWISE INDICATED

SO ORDERED, this the 16<sup>th</sup> day of October, 2020



ATTEST:



AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD

# EXHIBIT A

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*Clay County Board of Supervisors  
Agenda for Meeting  
Friday, October 16, 2020, at 9:00 a.m.*

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- Award and Accept Supply and Material Bids for 4th Quarter
- Authorize and approve the Alternate Analog Fax Line for the Justice Court Complex through Franklin Telephone Company – Cost \$113.00 - Currently, Justice and Circuit cannot fax. Hopefully, this will fix the problem
- Recess until Thursday, October 22, 2020, at 9:00 a.m.

**Amendments:**

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# EXHIBIT B

**NOTICE TO BIDDERS**  
**IN RE: CLAY COUNTY SUPPLY AND MATERIAL BIDS**  
**FOR FOURTH QUARTER ENDING DECEMBER 31, 2020**

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 24th day of September, 2020 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for bids for supplies, materials, equipment, etc. for and on behalf of Clay County, MS for the fourth quarterly term period beginning October 16, 2020 and ending December 31, 2020. It appears to the Board that bids will be accepted Thursday, October 15, 2020, on or before 9:00 A. M. in the Chancery Clerk's office located in the Clay County Courthouse at 365 Court Street, West Point, MS 39773 to be opened, reviewed, and tabulated by the Purchase Clerk, and presented to the Board of Supervisors Friday, October 16 2020.

IT IS THEREFORE ORDERED that Amy G. Berry, Clerk of the Board of Supervisors, be and is hereby directed to give notice by publication that the Board will receive sealed bids for supplies, materials, and equipment for the quarterly term period beginning October 16, 2020 and ending December 31, 2020, with the following:

- Grader Blades, Grader Blade Bolts, specify squared ended or beveled ended with or without bolts
- Cost per mile on setting up roads and shooting DBST and Reseal with 4/10 asphalt per lift, to bid two ways:
  - With County Furnishing Materials
  - Without County Furnishing Materials
- Cost per ton on asphalt (hot mix and cold mix)
- Crushed limestone, all sizes F. O. B. Quarry
- Cost per ton for Gravel – washed, pea, dirt, sand base, dirt and other road building material
- Cost per yard for Clay Gravel
- Cost per gallon for liquid asphalt
- Cost per gallon on spraying liquid asphalt
- Rental Rate of Equipment quoted with or without operator – Bulldozer, Motor Graders, Tractors, Trucks, Pans, Front End Loaders, Drag Lines, Asphalt Spreaders, Rollers, and other road building equipment
- Riveted and Spiral Metal Culvert pipes and bends on a per linear foot basis with delivery to be made in any quantity to any district shop or job site within 48 hours from time of order, freight to be prepaid on all deliveries, No Foreign material will be accepted
- Dual wall, smooth interior polyethylene pipes, all sizes, all grades

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. Thursday, October 15, 2020. Mailed bids should be clearly marked "**Fourth Quarter Bids – Do Not Open Until 10/15/2020**".

The Clay County Board of Supervisors reserves the right to reject any and all bids and to waive any and all formalities with the acceptance and rejection of the bids.

After motion by Lynn Horton and second by R. B. Davis this Board doth vote unanimously in favor of the motion.  
SO ORDERED this the 24th day of September, 2020.

Luke Lummus, President  
Board of Supervisor

ATTEST:

# The State of Mississippi CLAY COUNTY

## AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Daily Times Leader, a newspaper published in the City of West Point, of said county and state, who being duly sworn deposes and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for \_\_\_\_\_ weeks consecutively, to wit:

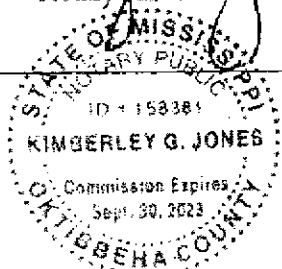
Dated September 30, 2020  
 Dated October 7, 2020  
 Dated \_\_\_\_\_, 20\_\_\_\_  
 Dated \_\_\_\_\_, 20\_\_\_\_  
 Dated \_\_\_\_\_, 20\_\_\_\_

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed; and that the publication thereof has been correctly made.

WITNESS MY HAND AND SEAL OF OFFICE, this the

8 day of Oct, A.D., 2020

By: [Signature]  
 Notary Public



SEAL:

DAILY TIMES LEADER

By: [Signature]  
 ( ) Publisher ( ) Clerk

Publication Fee \$ 117.92  
 Proof(s) Of Publication \$ 6.00  
 Total Charges \$ 123.92

AFFIDAVIT# 1230

Notice to Bidders

NOTICE TO BIDDERS  
 IN RE: CLAY COUNTY SUPPLY  
 AND MATERIAL BIDS  
 FOR FOURTH QUARTER END-  
 ING DECEMBER 31, 2020

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 24th day of September, 2020 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for bids for supplies, materials, equipment, etc. for and on behalf of Clay County, MS for the fourth quarterly term period beginning October 18, 2020 and ending December 31, 2020. It appears to the Board that bids will be accepted Thursday, October 15, 2020, on or before 9:00 A. M. in the Chancery Clerk's office located in the Clay County Courthouse at 305 Court Street, West Point, MS 39773 to be opened, reviewed, and tabulated by the Purchase Clerk, and presented to the Board of Supervisors Friday, October 16, 2020. IT IS THEREFORE ORDERED that Amy G. Berry, Clerk of the Board of Supervisors, be and is hereby directed to give notice by publication that the Board will receive sealed bids for supplies, materials, and equipment for the quarterly term period beginning October 16, 2020 and ending December 31, 2020, with the following:

- Grader Blades, Grader Blade Bolts, specially squared ended or beveled ended with or without bolts
- Cost per mile on selling up roads and shooting CBST and flexseal with 4:10 asphalt per lift, to be two ways:
- With County Furnishing Materials
- Without County Furnishing Materials
- Cost per ton on asphalt (hot mix and cold mix)
- Crushed limestone, all sizes F. O. B. Quarry
- Cost per ton for Gravel - washed, pea, dirt, sand base, dirt and other road building material
- Cost per yard for Clay Gravel
- Cost per gallon for liquid asphalt
- Cost per gallon on spraying liquid asphalt
- Rental Rate of Equipment quoted with or without operator - Bulldozer, Motor Graders, Tractors, Trucks, Pans, Front End Loaders, Drag Lines, Asphalt Spreaders, Rollers, and other road building equipment
- Riveted and Spiral Metal Culvert pipes and bands on a per feet basis with delivery to be made in any quantity to any district shop or job site within 48 hours from time of order, freight to be prepaid on all deliveries. No Foreign material will be accepted
- Dual wall, smooth interior polyethylene pipes, all sizes, all grades

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 816, West Point, MS 39773 on or before 9:00 A.M. Thursday, October 15, 2020. Mailed bids should be clearly marked "Fourth Quarter Bids - Do Not Open Until 10:15:00". The Clay County Board of Supervisors reserves the right to reject any and all bids and to waive any and all formalities with the acceptance and rejection of the bids. After motion by Lynn Horton and second by R. B. Davis this Board doth vote unanimously in favor of the motion.  
 SO ORDERED this the 24th day of September, 2020.

Luke Lummas, President  
 Board of Supervisor  
 ATTEST:  
 Amy G. Berry, Chancery Clerk  
 Clerk of the Board

Publication:  
 09/30/2020  
 10/07/2020

Clay Board

332



**PRICE QUOTATION**

**BACCO MATERIALS, INC.**

P. O. BOX 8940

COLUMBUS, MS 39705-0014

Phone : (662) 434-0171

Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS

Date: October 7, 2020

CLAY COUNTY

Project: General Requirements

P.O. BOX 815

Shipping Point: Bacco Materials Plant

WEST POINT, MS 39773

**QUOTATION IS SUBJECT TO COMPANY CONDITIONS**

Mat. Code

Description

Price

(Prices FOB Bacco Materials Plant, Lowndes County, MS)

For sale between 10/16/2020 and 12/31/2020

212	WASHED GRAVEL	\$ 9.75 PER TON
245	OVERSIZE GRAVEL	\$ 11.50 PER TON
214	PEA GRAVEL	\$ 7.50 PER TON
601	CLAY GRAVEL	\$ 6.50 PER CUBIC YARD

We hereby accept the above offer and agree to its terms and conditions on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Please mail invoices to \_\_\_\_\_

Customer: \_\_\_\_\_

By: \_\_\_\_\_

**Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.**

By: \_\_\_\_\_

*Wanda Cutrer*  
Wanda Cutrer

Bacco Materials, Inc.

**PRICE QUOTATION**

**BACCO MATERIALS, INC.**

P. O. BOX 8940

COLUMBUS, MS 39705-0014

Phone : (662) 434-0171

Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS

Date: October 7, 2020

CLAY COUNTY

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Customer: \_\_\_\_\_

By: \_\_\_\_\_

**Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.**

By: \_\_\_\_\_

*Wanda Cutrer*  
Wanda Cutrer

Bacco Materials, Inc.



**PRIORITY MAIL**  
U.S. POSTAL SERVICE

Flat Rate Envelope  
Visit us at [usps.com](http://usps.com)

PL PRESS FIRMLY

BY *[Signature]*  
WEST POINT, MS  
2020 OCT 14 AM 11:32  
AMY G. BERRY

335

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P.O. Box 8940  
Columbus, MS 39705-0014

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"Fourth Quarter Bids - Do Not  
Open until 10/15/2020"

338



**APAC - Mississippi, Inc.**  
**A CRH Company**

Post Office Box 1388  
Columbus, MS 39703  
Tel: (662) 328-6555  
Fax: (662) 327-2529

October 14, 2020

Clay County Board of Supervisors  
Clay County Purchase Clerk  
365 Court Street  
P.O. Box 815  
West Point, MS 39773

**GRAVEL SUPPLY BID**

APAC-Mississippi, Inc., is pleased to bid on the following materials:

**UNIT PRICES – F.O.B. APAC – SCRIBNER PIT (HAMILTON, MS)**

Washed Gravel	\$12.51/ton
Oversized Gravel (washed)	\$13.23/ton
Clay Gravel	\$7.28/ton
Pea Gravel	\$11.68/ton
Mason Sand	\$13.75/ton
Fill Sand	\$7.02/ton
Fill Dirt	\$6.24/ton
Concrete Sand	\$8.57/ton
Top Dressing Sand	\$14.52/ton

The above prices apply for the period of October 16, 2020 through December 31, 2020.

Subject bid is not made to the exclusion of other bidders. We will supply all or any part of your requirements.

Respectfully,

*Ashley Sansing*  
ASHLEY SANSING



APAC - Mississippi, Inc.  
P. O. BOX 24508  
Jackson, MS 39225-4508

Clay County  
Chancery Clerk

BY   
CLAY COUNTY  
WEST POINT, MS

2020 OCT 14 PM 4:22

AMY G. BERRY

Fourth Quarter Bids - Do Not open until 10/15/2020 (Gravel Supply)

338

**Preston Dobbs Truck Service & Gravel Sales, LLC.**

P. O. Box 9

Hamilton, MS 39746

Phone & Fax: 662-343-5150

dobbspreston@gmail.com

Submitted to: Clay County Board of Supervisors  
309 Court St.  
West Point, MS 39773

Please consider this BID for the following:

Clay Gravel 3<sup>00</sup> / yd  
Sand & Gravel 6<sup>00</sup> / yd  
Topsoil 8<sup>00</sup> / yd  
Fill Dirt and Waste Gravel 3<sup>00</sup> / yd  
Waste Sand 3<sup>00</sup> / yd

*\* Lower <sup>price</sup> than our  
Quarterly bids \**

All items are F.O.B. Hamilton, MS pit location. Delivery of material from pit location in Hamilton, MS to requested location can be arranged for an additional 0.25~~X~~ per yard per loaded mile. \$125 minimum.

This bid will expire December 31, 2020



Scott Dobbs

10-15-2020

Date

**PRICE QUOTATION**

**BACCO MATERIALS, INC.**

P. O. BOX 8940

COLUMBUS, MS 39705-0014

Phone : (662) 434-0171

Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS

Date: October 7, 2020

CLAY COUNTY

Project: General Requirements

P.O. BOX 815

Shipping Point: Bacco Materials Plant

WEST POINT, MS 39773

**QUOTATION IS SUBJECT TO COMPANY CONDITIONS**

Mat. Code

Description

Price

(Prices FOB Bacco Materials Plant, Lowndes County, MS)

For sale between 10/16/2020 and 12/31/2020

212	WASHED GRAVEL	\$ 9.75 PER TON
245	OVERSIZE GRAVEL	\$ 11.50 PER TON
214	PEA GRAVEL	\$ 7.50 PER TON
601	CLAY GRAVEL	\$ 6.50 PER CUBIC YARD

We hereby accept the above offer and agree to its terms and conditions on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Please mail invoices to \_\_\_\_\_

Customer: \_\_\_\_\_

By: \_\_\_\_\_

**Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.**

By: \_\_\_\_\_

*Wanda Cutrer*  
Wanda Cutrer

Bacco Materials, Inc.





APAC - Mississippi, Inc.  
A CRH Company

Post Office Box 1388  
Columbus, MS 39703  
Tel: (662) 328-6555  
Fax: (662) 327-2529

October 14, 2020

Clay County Board of Supervisors  
Clay County Purchase Clerk  
365 Court Street  
P.O. Box 815  
West Point, MS 39773

**GRAVEL SUPPLY BID**

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Top Dressing Sand	\$14.52/ton

The above prices apply for the period of October 16, 2020 through December 31, 2020.

Subject bid is not made to the exclusion of other bidders. We will supply all or any part of your requirements.

Respectfully,

ASHLEY SANSING

**PRICE QUOTATION**

**BACCO MATERIALS, INC.**

P. O. BOX 8940  
COLUMBUS, MS 39705-0014  
Phone : (662) 434-0171  
Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS  
CLAY COUNTY  
P.O. BOX 815  
WEST POINT, MS 39773

Date: October 7, 2020  
Project: General Requirements  
Shipping Point: Bacco Materials Plant

**QUOTATION IS SUBJECT TO COMPANY CONDITIONS**

Mat. Code	Description	Price
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By: \_\_\_\_\_

**Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.**

By: Wanda Cutrer

Wanda Cutrer

Bacco Materials, Inc.



**APAC - Mississippi, Inc.**  
**A CRH Company**

Post Office Box 1388  
Columbus, MS 39703  
Tel: (662) 328-6555  
Fax: (662) 327-2629

October 14, 2020

Clay County Board of Supervisors  
Clay County Purchase Clerk  
365 Court Street  
P.O. Box 815  
West Point, MS 39773

**GRAVEL SUPPLY BID**

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Respectfully,

*Ashley Sansing*  
ASHLEY SANSING



APAC - Mississippi, Inc.  
A CRH Company

Post Office Box 1388  
Columbus, MS 39703  
Tel: (662) 328-6555  
Fax: (662) 327-2529

October 14, 2020

Clay County Board of Supervisors  
Clay County Purchase Clerk  
365 Court Street  
P.O. Box 815  
West Point, MS 39773

**GRAVEL SUPPLY BID**

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Respectfully,

*Ashley Sansing*  
ASHLEY SANSING

**PRICE QUOTATION**

**BACCO MATERIALS, INC.**

P. O. BOX 8940

COLUMBUS, MS 39705-0014

Phone : (662) 434-0171

Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS

Date: October 7, 2020

CLAY COUNTY

Project: General Requirements

P.O. BOX 815

Shipping Point: Bacco Materials Plant

WEST POINT, MS 39773

**QUOTATION IS SUBJECT TO COMPANY CONDITIONS**

Mat. Code

Description

Price

(Prices FOB Bacco Materials Plant, Lowndes County, MS)

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We hereby accept the above offer and agree to its terms and conditions on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Please mail invoices to \_\_\_\_\_

Customer: \_\_\_\_\_

By: \_\_\_\_\_

**Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.**

By: \_\_\_\_\_

*Wanda Cutrer*  
Wanda Cutrer

Bacco Materials, Inc.



**APAC - Mississippi, Inc.**  
**A CRH Company**

Post Office Box 1388  
Columbus, MS 39703  
Tel: (662) 328-6555  
Fax: (662) 327-2529

October 14, 2020

Clay County Board of Supervisors  
Clay County Purchase Clerk  
365 Court Street  
P.O. Box 815  
West Point, MS 39773

**GRAVEL SUPPLY BID**

APAC-Mississippi, Inc., is pleased to bid on the following materials:

**UNIT PRICES – F.O.B. APAC – SCRIBNER PIT (HAMILTON, MS)**

Washed Gravel	\$12.51/ton
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Fill Dirt	\$6.24/ton
Concrete Sand	\$8.57/ton
Top Dressing Sand	\$14.52/ton

The above prices apply for the period of October 16, 2020 through December 31, 2020.

Subject bid is not made to the exclusion of other bidders. We will supply all or any part of your requirements.

Respectfully,

  
ASHLEY SANSING

**Cold Mix, Inc.**

PO Box 333  
Nettleton, MS 38858  
662-256-4529

October 16, 2020

Honorable Board of Supervisors  
Clay County  
PO Box 815  
West Point, MS 39773

Dear Honorable Board of Supervisors:

We are pleased to bid on the following item for the period of October 16, 2020 through December 31, 2020.

Cold Mix Asphalt (limestone) @ \$86.00 (Eighty-six dollars) per ton - FOB our plant in Wren, MS.

Cold Mix Asphalt (limestone) @ \$97.00 (Ninety-seven dollars) per ton **Delivered** to all districts in Clay County. (23 Ton Minimum Order)

We appreciate the opportunity to serve you!

Respectfully,



Libby Blasingame

Owner

Cold Mix, Inc.

Privilege License # 5338

*Premium Cold Mix Asphalt Products*

Physical Address - 32807 Highway 45 North, Nettleton, MS 38858

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AMY G. BERRY

2020 OCT 14 PM 12:01

CLAY COUNTY  
WEST POINT, MS

BY \_\_\_\_\_ D.C.

*Honorable Board of Supervisors  
Clay County  
PO Box 815  
West Point, MS 39777*



PO Box 333  
Nettleton, MS 38858

*Sealed Bid  
to be opened  
10-15-2020*





APAC - Mississippi, Inc.  
A CRH Company

Post Office Box 1388  
Columbus, MS 39703  
Tel: (662) 328-6555  
Fax: (662) 327-2529

October 14, 2020

348

Clay County Board of Supervisors  
Clay County Purchase Clerk  
365 Court Street  
P.O. Box 815  
West Point, MS 39773

**HOT AND COLD MIX ASPHALT SUPPLY BID**

APAC-Mississippi, Inc. is pleased to bid on the following materials and related work, which are guaranteed to meet Mississippi Department of Transportation specifications:

**HOT MIX:**

F.O.B. Columbus, MS plant	.....	\$70.00/ton
F.O.B. Hamilton, MS plant	.....	\$70.00/ton

**COLD MIX:**

F.O.B. Columbus, MS plant	.....	\$110.00/ton
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The above prices will remain in effect from October 16, 2020 through December 31, 2020.

This bid is not made to the exclusion of other bidders; we will supply all or any part of your requirements. Your business is sincerely appreciated, and we hope we can be of service to you on the basis of this bid.

Respectfully submitted,

*Ashley Sansing*

ASHLEY SANSING



APAC - Mississippi, Inc.  
P.O. BOX 24508  
Jackson, MS 39225-4508

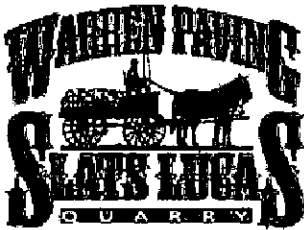
Clay County  
Chancery Clerk

CLAY COUNTY  
WEST POINT, MS  
2020 OCT 14 PM 4:22

AMY G. BERRY

Fourth Quarter Bids - Do Not open until 10/15/2020 (hot and cold mix asphalt)

350



## 2020, 4th Quarter Quote

POST OFFICE BOX 25

HATTIESBURG, MISSISSIPPI 39403

TELEPHONE (601)544-7811 – FAX (601)544-2005

POST OFFICE BOX 572

GULFPORT, MISSISSIPPI 39503

TELEPHONE (228)896-8003 – FAX (228)896-8155

## Stone Prices FOB West Point (Tom Soya Grain Co.)

<u>Material</u>	<u>CODE</u>	<u>Price</u>
100 lb. & 200 lb. Rip Rap		\$28.00
Gabion		\$27.50
4 X1 Limestone		\$23.00
4's, 57's, & 67's		\$23.00
7's & 89's Washed		\$24.50
810 Screenings		\$22.00
610 Base		\$22.45
¾" Down Base		\$22.45

Warren Paving requires a copy of purchase order before loading Pricing is FOB 11018 Old Hwy 50, West Point MS, 39773 Haul rate for Clay County is \$5.00/ton, full truckload quantities crushed stone.

Haul rate for Clay County is \$6.50 /ton, full truckload quantities for Rip Rap.

Prices are effective from October 16, 2020 to December 31, 2020. For orders or questions, call Darron Wood 601 270 9555

Or email [darronwood@warrenpaving.com](mailto:darronwood@warrenpaving.com)

*Warren Paving  
Darron Wood  
10/7/2020*



Asphalt Contractors & Mining

Post Office Box 2545  
Gulfport, Mississippi 39505

GULFPORT MS 395

07 OCT 2020

FIRST-CLASS



02 1P \$ 000.50<sup>0</sup>  
0001203575 OCT 07 2020  
MAILED FROM ZIP CODE 39503

Clerk of the Board of Supervisors of Clay County  
P.O. Box 815  
West Point, MS 39773

Fourth Quarter Bids  
Due Not ~~at~~ Until 10/15/2020

39773+0815



352

AMY G. BERRY  
OCT. 9 10:40  
2020 SEP 39 AM 10:49

CLAY COUNTY  
WEST POINT, MS

BY    *dt*    D.C.

C  
9  
11





A CRH COMPANY

APAC - Mississippi, Inc.  
A CRH Company

Post Office Box 1388  
Columbus, MS 39703  
Tel: (662) 328-6555  
Fax: (662) 327-2529

October 14, 2020

Clay County Board of Supervisors  
Clay County Purchase Clerk  
365 Court Street  
P.O. Box 815  
West Point, MS 39773

**LIMESTONE SUPPLY BID**

APAC-Mississippi, Inc., Fed ID 58-1401467, is pleased to bid on the following materials and related work:

**UNIT PRICES F.O.B. Columbus, MS**

<b>Crusher Run Limestone (3/4" top-size)</b>	<b>\$39.00/ton</b>
<b>#67 Crushed Limestone</b>	<b>\$39.00/ton</b>
<b>#89 Crushed Limestone</b>	<b>\$39.00/ton</b>
<b>#7 Crushed Limestone</b>	<b>\$39.00/ton</b>
<b>#5 Crushed Limestone</b>	<b>\$39.00/ton</b>
<b>#57 Crushed Limestone</b>	<b>\$39.00/ton</b>

The above prices will remain in effect from October 16, 2020 through December 31, 2020.

This bid is not made to the exclusion of other bidders; we will supply all or any part of your requirements. Your business is sincerely appreciated, and we hope we can be of service to you on the basis of this bid.

Sincerely,

*Ashley Sansing*

ASHLEY SANSING



APAC - Mississippi, Inc.  
P. O. BOX 24508  
Jackson, MS 39225-4508

Clay County  
Chancery Clerk

BY   
CLAY COUNTY  
WEST POINT, MS

2020 OCT 14 PM 4:22

AMY G. BERRY

Fourth Quarter Bids - "Do Not Open Until 10/15/2020 (Limestone)

355



**Corporate Office:**  
1344 D.L. Collums Drive  
Tupelo, MS 38801  
662-840-3003

**Distribution Locations:**

Tupelo, MS 662-840-3003  
Byhalla, MS 662-838-5122  
Grenada, MS 662-307-7161  
Jackson, MS 601-366-7444  
Saucier, MS 228-832-9655

October 13, 2020

Clay County:

G & O Supply Company, Inc. is an Authorized Distributor for ADS/Hancor HDPE Pipe and Fittings. We are a locally owned Mississippi Corporation based in Tupelo, Mississippi with 5 locations throughout the State in Jackson, Tupelo, Saucier, Byhalla, and Grenada.

G & O Supply has been providing drainage pipe to Mississippi Counties and Cities for over 50 years. We are committed to providing the best possible service at competitive prices to our customers. With a complete inventory of HDPE pipe and fittings in sizes of 4" to 60" at each location, we can provide a fast turn-around on all orders throughout our coverage area.

As Authorized Distributors of ADS/Hancor, G & O Supply Company would like to be your choice as the Servicing Distributor for your county. If selected, we will provide prompt delivery on all standard orders with less than 24 hour service for emergency orders at bid prices submitted by ADS/Hancor for HDPE pipe and fittings. Additionally, if requested, we will offer professional guidance and Engineering services on special projects and new products.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Charles M. Carson', is written over a horizontal line.

Charles M. Carson  
G & O Supply Co., Inc.

(over)





**Corporate Office:**  
 1344 D.L. Collums Drive  
 Tupelo, MS 38801  
 662-840-3003

**Distribution Locations:**  
 Tupelo, MS 662-840-3003  
 Byhalia, MS 662-838-5122  
 Grenada, MS 662-307-7161  
 Jackson, MS 601-366-7444  
 Saucier, MS 228-832-9655

**TERM BID**

**LEGAL ENTITY:** Clay County  
**BID TERM:** Bid Good thru term of bid as advertised  
**BID DATE:** October 15, 2020 @ 9:00 a.m.

- AASHTO SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (VIRGIN RESIN)**
- AASHTO M-252, STANDARD SPECIFICATION FOR POLYETHYLENE CORRUGATED DRAINAGE TUBING, 4" -10" DIAMETER
  - AASHTO M-294, STANDARD SPECIFICATION FOR CORRUGATED POLYETHYLENE PIPE, 12" - 60" DIAMETER
  - RESIN CELL CLASS SHALL BE 424420C FOR 4" TO 10" PIPE AND 435400C FOR 12" TO 60" PIPE
  - ASTM F-477 SPECIFICATION FOR ELASTOMETRIC SEALS (GASKETS) FOR JOINING PLASTIC PIPE,
- ASTM F2648 SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (RECYCLED RESIN)**
- ASTM F2648, STANDARD SPECIFICATION FOR 2" TO 60" ANNULAR CORRUGATED PROFILE WALL POLYETHYLENE PIPE AND FITTINGS FOR LAND DRAINAGE
  - RESIN CELL CLASS SHALL BE 424420C FOR 4" TO 10" PIPE AND 435420C FOR 12" TO 60" PIPE
  - ASTM F-2306, STANDARD SPECIFICATION FOR 12 TO 60 IN. [300 TO 1500 MM] ANNULAR CORRUGATED PROFILE-WALL POLYETHYLENE (PE) PIPE AND FITTINGS FOR GRAVITY-FLOW STORM SEWER AND SUBSURFACE DRAINAGE APPLICATIONS
  - PIPE LENGTHS AVAILABLE BOTH SPECIFICATIONS:  
 20' Lengths 8"-60", 24' Lengths 8"-60", 30' Lengths 12"-60" (20' Lengths have bell & spigot)

**SMOOTH INTERIOR DOUBLE WALL HIGH DENSITY POLYETHYLENE PIPE - BRAND NAME "N-12®"**

DIAMETER (INCHES)	AASHTO Pipe COST \$	ASTM F2648 PIPE COST \$	PER UNIT	COUPLING COST \$	PER UNIT
8"	4.16	3.96	LINEAR FOOT	8.35	EACH
10"	5.79	5.50	LINEAR FOOT	11.48	EACH
12"	6.76	6.44	LINEAR FOOT	12.96	EACH
15"	9.27	8.83	LINEAR FOOT	21.59	EACH
18"	12.30	11.73	LINEAR FOOT	36.78	EACH
24"	20.56	19.58	LINEAR FOOT	51.88	EACH
30"	29.46	28.05	LINEAR FOOT	120.60	EACH
36"	36.95	35.18	LINEAR FOOT	167.80	EACH
42"	47.55	45.29	LINEAR FOOT	245.61	EACH
48"	59.96	57.10	LINEAR FOOT	288.32	EACH
60"	110.75	105.48	LINEAR FOOT	448.50	EACH

**GENERAL:**

- THESE PRICES INCLUDE FREIGHT TO ANY LOCATION PER COUNTY REQUEST.
- AS AN AUTHORIZED ADS DISTRIBUTOR OUR PRICES ARE THE SAME

**SEE AUTHORIZATION LETTER ATTACHED**

Charles M. Carson  
 G & O SUPPLY CO., INC.

G & O SUPPLY CO., INC.  
1344 D.L. Collums Dr.  
Tupelo, MS 38801

4th Quarter Bids  
Do not open until  
10/15/2020  
9:00 AM  
Polyethylene pipes

Clay County

BY  
CLAY COUNTY  
WEST POINT, MS

2020 OCT 14 PM 4:36

AMY G. BERRY



**Corporate Office:**

1344 D.L. Collums Drive  
Tupelo, MS 38801  
662-840-3003

**Distribution Locations:**

Tupelo, MS 662-840-3003  
Byhalia, MS 662-838-5122  
Grenada, MS 662-307-7161  
Jackson, MS 601-366-7444  
Saucier, MS 228-832-9655

October 13, 2020

Clay County:

We are a locally owned Mississippi Corporation based in Tupelo, Mississippi with 5 locations throughout the State in Jackson, Tupelo, Saucier, Byhalia, and Grenada.

G & O Supply has been providing CMP pipe to Mississippi Counties and Cities for over 50 years. We are committed to providing the best possible service at competitive prices to our customers. With a complete inventory of CMP pipe and having a variety of diameters, gages, & coatings at each location, we can provide a fast turn-around on orders throughout our coverage area.

As a Contech stocking Distributor, G&O Supply respectfully submits our bid for Corrugated Metal Pipe (CMP) at Minimum Resale Price (MRP).

As Authorized Distributors of Contech, G & O Supply would like to be your choice as the Servicing CMP Distributor for your county. If selected, we will provide prompt delivery on all standard orders with less than 24 hour service for emergency orders at MRP bid prices. Any pipe ordered over 96" wide will require special permits and additional costs will be quoted at time of order. Additionally, if requested, we will offer professional guidance on special projects and new products. **Our team of professionals has over 100 years of combined CMP sales and distribution experience.**

Respectfully Submitted,

Charles M. Carson  
G & O Supply Co., Inc

(over)



# Clay County, MS Bid

Pricing effective in Clay County, MS

October 16, 2020 – December 31, 2020

Bid Date: October 15, 2020

DIA	(Arch)	Corrugation	Gage	Galvanized		Aluminized		Polymer	
				Round	Arch	Round	Arch	Round	Arch
54	(60 x 46)	3 x 1	16	\$65.30	n/a	\$68.33	n/a	\$90.35	n/a
60	(66 x 51)	3 x 1	16	\$85.51	n/a	\$89.49	n/a	\$118.32	n/a
66	(73 x 55)	3 x 1	16	\$93.28	n/a	\$97.62	n/a	\$129.08	n/a
72	(81 x 59)	3 x 1	16	\$106.72	n/a	\$111.68	n/a	\$147.66	n/a
78	(87 x 63)	3 x 1	16	\$114.80	n/a	\$120.14	n/a	\$158.85	n/a
84	(95 x 67)	3 x 1	16	\$124.50	n/a	\$130.29	n/a	\$172.27	n/a
96	(112 x 75)	3 x 1	16	\$140.67	n/a	\$147.21	n/a	\$194.65	n/a
54	(60 x 46)	3 x 1	14	\$79.66	\$87.63	\$83.37	\$91.71	\$110.23	\$121.25
60	(66 x 51)	3 x 1	14	\$104.17	\$114.58	\$109.01	\$119.91	\$144.14	\$158.55
66	(73 x 55)	3 x 1	14	\$115.05	\$126.55	\$120.40	\$132.44	\$159.19	\$175.11
72	(81 x 59)	3 x 1	14	\$130.97	\$144.07	\$137.06	\$150.77	\$181.22	\$199.35
78	(87 x 63)	3 x 1	14	\$140.67	\$154.74	\$147.21	\$161.93	\$194.65	\$214.11
84	(95 x 67)	3 x 1	14	\$151.99	\$167.19	\$159.06	\$174.96	\$210.31	\$231.34
96	(112 x 75)	3 x 1	14	\$173.01	\$190.31	\$181.05	\$199.16	\$239.39	\$263.33
102	(117 x 79)	3 x 1	14	\$184.33	n/a	\$192.90	n/a	\$255.06	n/a
108	(128 x 83)	3 x 1	14	\$194.03	n/a	\$203.05	n/a	\$268.48	n/a
114	(137 x 87)	3 x 1	14	\$205.35	n/a	\$214.90	n/a	\$284.14	n/a
120	(142 x 91)	3 x 1	14	\$241.66	n/a	\$252.90	n/a	\$334.40	n/a
54	(60 x 46)	3 x 1	12	\$113.81	\$125.20	\$119.11	\$131.02	\$157.49	\$173.24
60	(66 x 51)	3 x 1	12	\$150.18	\$165.20	\$157.17	\$172.89	\$207.81	\$228.60
66	(73 x 55)	3 x 1	12	\$164.88	\$181.36	\$172.55	\$189.80	\$228.14	\$250.96
72	(81 x 59)	3 x 1	12	\$186.75	\$205.43	\$195.44	\$214.98	\$258.41	\$284.25
78	(87 x 63)	3 x 1	12	\$202.03	\$222.23	\$211.43	\$232.57	\$279.55	\$307.51
84	(95 x 67)	3 x 1	12	\$217.31	\$239.04	\$227.42	\$250.16	\$300.70	\$330.77
96	(112 x 75)	3 x 1	12	\$249.57	\$274.52	\$261.18	\$287.29	\$345.33	\$379.87
102	(117 x 79)	3 x 1	12	\$263.15	\$289.46	\$275.39	\$302.93	\$364.13	\$400.54
108	(128 x 83)	3 x 1	12	\$280.13	\$308.14	\$293.16	\$322.47	\$387.62	\$426.38
114	(137 x 87)	3 x 1	12	\$295.41	\$324.95	\$309.15	\$340.06	\$408.76	\$449.64
120	(142 x 91)	3 x 1	12	\$346.54	n/a	\$362.65	n/a	\$479.51	n/a
54	(60 x 46)	3 x 1	10	\$145.35	\$159.89	\$152.11	\$167.32	\$201.13	\$221.24
60	(66 x 51)	3 x 1	10	\$192.63	\$211.89	\$201.59	\$221.75	\$266.54	\$293.20
66	(73 x 55)	3 x 1	10	\$210.59	\$231.64	\$220.38	\$242.42	\$291.39	\$320.53
72	(81 x 59)	3 x 1	10	\$237.68	\$261.45	\$248.74	\$273.61	\$328.89	\$361.78
78	(87 x 63)	3 x 1	10	\$258.06	\$283.86	\$270.06	\$297.07	\$357.08	\$392.79
84	(95 x 67)	3 x 1	10	\$278.43	\$306.27	\$291.38	\$320.52	\$385.27	\$423.80
96	(112 x 75)	3 x 1	10	\$319.18	\$351.09	\$334.02	\$367.42	\$441.65	\$485.81
102	(117 x 79)	3 x 1	10	\$336.15	\$369.77	\$351.79	\$386.97	\$465.14	\$511.66
108	(128 x 83)	3 x 1	10	\$358.22	\$394.05	\$374.88	\$412.37	\$495.68	\$545.25
114	(137 x 87)	3 x 1	10	\$376.90	\$414.59	\$394.43	\$433.87	\$521.52	\$573.67
120	(142 x 91)	3 x 1	10	\$443.11	\$487.42	\$463.72	\$510.09	\$613.14	\$674.46

Hugger/5-C Bands priced at 1.5LF of same diameter

10-C Bands priced at 3LF of same diameter

(over)



# Clay County, MS Bid

Pricing effective in Clay County, MS

October 16, 2020 – December 31, 2020

Bid Date: October 15, 2020

## BITUMINOUS COATING ADD-ON PRICES (\$ / LF)

Dia	Full Bituminous Coating	Coated & Paved Invert
6	+ \$2.34	n/a
8	+ \$2.93	n/a
10	+ \$3.71	n/a
12	+ \$3.90	+ \$8.10
15	+ \$4.88	+ \$9.72
18	+ \$7.81	+ \$11.34
21	+ \$8.79	+ \$14.58
24	+ \$9.76	+ \$17.82
30	+ \$12.69	+ \$19.44
36	+ \$13.67	+ \$24.30
42	+ \$15.62	+ \$27.54
48	+ \$19.52	+ \$30.78
54	+ \$27.22	+ \$55.08
60	+ \$28.82	+ \$61.56
66	+ \$39.05	+ \$68.04
72	+ \$42.95	+ \$74.52
78	+ \$46.86	+ \$81.00
84	+ \$50.76	+ \$87.48
90	+ \$52.72	+ \$93.96
96	+ \$56.62	+ \$100.44
102	+ \$60.53	+ \$105.30
108	+ \$64.43	+ \$110.16
114	+ \$68.33	+ \$116.64
120	+ \$72.24	+ \$123.12

Hugger/5-C Bands priced at 1.5LF of same diameter

10-C Bands priced at 3LF of same diameter

G & S SUPPLY CO., INC.  
1344 D. L. Collums Dr.  
Tupelo, MS 38801

4th Quarter Bid  
Do Not open  
until 10/15/2020  
9:00 AM

Metal Culverts

AMY G. BERRY  
2020 OCT 14 PM 4:36  
CLAY COUNTY  
WEST POINT, MS  
BY  
Clay County



**Corporate Office:**  
1344 D.L. Collums Drive  
Tupelo, MS 38801  
662-840-3003

**Distribution Locations:**  
Tupelo, MS 662-840-3003  
Byhalia, MS 662-838-5122  
Grenada, MS 662-307-7161  
Jackson, MS 601-366-7444  
Saucier, MS 228-832-9655

October 13, 2020

Clay County:

G & O Supply Company, Inc. is a stocking distributor for Grader Blades for all sizes range from 1/2" x 6", 1/2" x 8", 5/8" x 8" Grader Blades. We are a locally owned Mississippi Corporation based in Tupelo, Mississippi with 4 locations throughout the State in Jackson, Tupelo, Saucier, Byhalia, & Grenada.

G & O Supply has been providing drainage pipe and construction products to Mississippi Counties and Cities for over 50 years. We are committed to providing the best possible service at competitive prices to our customers. We maintain a complete inventory of Grader Blades having Tempered Steel, square ends, beveled edges, .05 Max Sulphur, .60-.90 Manganese, .80-.93 Carbon, .04 Max Phosphorus, .35 Max Silicone, Brinell Hardness 250-350. Grader Blades are packaged 10 blades per bundle. Bolts (2" & 2 1/2" are 80 pcs per box and 3" Bolts are packaged 60 pcs per box.

**Standard Delivery is 5-10 business days from date of order**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Charles M. Carson". The signature is fluid and cursive, written over a horizontal line.

Charles M. Carson  
G & O Supply Co., Inc.

(over)



**2021 County Grader Blade Bid Pricing**

DESCRIPTION	PROD #	UNIT	UNIT PRICE
1/2" X 6" X 5' CDB 5/8" BH	GB10031	EA	\$ 45.00
1/2" X 6" X 6' CDB 5/8" BH	GB10055	EA	\$ 54.00
1/2" X 6" X 7' CDB 5/8" BH	GB10079	EA	\$ 63.00
1/2" X 6" X 7' CDB 3/4" BH	GB10091	EA	\$ 63.00
1/2" X 6" X 8' CDB 5/8" BH	GB10103	EA	\$ 72.00
1/2" X 6" X 9' CDB 5/8" BH	GB10127	EA	\$ 81.00
1/2" X 6" X 10' CDB 5/8" BH	GB10151	EA	\$ 90.00
1/2" X 8" X 6' CDB 5/8" BH	GB10319	EA	\$ 68.00
1/2" X 8" X 7' CDB 5/8" BH	GB10343	EA	\$ 79.00
1/2" X 8" X 8' CDB 5/8" BH	GB10367	EA	\$ 90.00
1/2" X 8" X 7' CDB 3/4" BH	GB10355	EA	\$ 79.00
1/2" X 8" X 8' CDB 3/4" BH	GB10379	EA	\$ 90.00
5/8" X 6" X 7' CDB 3/4" BH	GB20091	EA	\$ 87.00
5/8" X 8" X 7' CDB 3/4" BH	GB20355	EA	\$ 102.00
5/8" X 8" X 7' CDB 5/8" BH	GB20343	EA	\$ 102.00
5/8" X 2" BOLT PLOW W/NUT	BN5/8X2PBB	BOX(80)	\$ 121.00
5/8" X 2.5" BOLT PLOW W/NUT	BN5/8X2-1/2PBB	BOX(80)	\$ 129.00
5/8" X 3" BOLT PLOW W/NUT	BN5/8X3PBB	BOX(60)	\$ 108.00
3/4" X 2" BOLT PLOW W/NUT	BN3/4X2PBB	BOX(60)	\$ 118.00
3/4" X 2.5" BOLT PLOW W/NUT	BN3/4X2-1/2PBB	BOX(60)	\$ 133.00
3/4" X 3" BOLT PLOW W/NUT	BN3/4X3PBB	BOX(40)	\$ 101.00
Blades sold in bundles of 10			
Bolt & Nuts Sold by Box			



363

AMY G. BERRY

2020 OCT 14 PM 4:36

CLAY COUNTY  
WEST POINT, MS

BY  P.S.

*Clay County*

**G & O SULLY CO., INC.**  
1344 D. L. Collins Dr.  
Tupelo, MS 38801

*4th Quarter Bid  
DD not open  
until 10/15/2020  
9:00 PM  
Grader Blades*

October 15, 2020

Clay County, MS  
Board of Supervisors  
P. O. Box 815  
West Point, MS 39773

RE: Bid for Liquid Asphalt for Clay County, Mississippi for the period from **October 16, 2020 through December 31, 2020**

To Whom It May Concern:

We are pleased to quote you the following prices **delivered in full truck transport quantities** to any destination in Clay County, Mississippi.

\*\*CRS-2 \$2.0231/gallon tied to the MS October 2020 Index – PLANT PICKUP

\*\*CRS-2 \$2.2731/gallon tied to the MS October 2020 Index – DELIVERED

\*\*CRS-2P \$2.3873/gallon tied to the MS October 2020 Index – PLANT PICKUP

\*\*CRS-2P \$2.6373/gallon tied to the MS October 2020 Index – DELIVERED

**\*\*Prices will be adjusted monthly based on previous months index. Freight is \$0.25/gal.**

Ergon allows **two (2) hours unloading time** after that we charge **\$90 per hour demurrage**.

Federal Environmental Fee will be added to above prices at a rate of \$0.0015/gal for all emulsion loads.

For order placement, please contact Customer Service at [memphisshipping@ergon.com](mailto:memphisshipping@ergon.com) or (901) 947-5800.

Ergon guarantees the quality of all products to be in full compliance with specifications prescribed by the Mississippi State Highway Department.

Federal tax identification number 64-0666411.

Sincerely,



**Bear Horne**  
Area Sales Manager

BH/tp

Ergon Asphalt & Emulsions, Inc.  
P.O. Box 1639  
Jackson, MS 39215-1639  
[ergonasphalt.com](http://ergonasphalt.com)

P.O. Box 23028  
Jackson, MS  
39225-3028



BOARD OF SUPERVISORS  
CLAYCOUNTY, MS  
C/O CHANCERY CLERK  
P. O. BOX 815  
WEST POINT, MS 39773

**FOURTH QUARTER BIDS – DO NOT OPEN UNTIL 10/15/2020**

**LIQUID ASPHALT – CRS-2 & CRS-2P**

**THURSDAY, OCTOBER 15, 2020 @ 9:00 A.M.**

367

**HENRY BACKHOE & DOZER**  
**1076 WINDY RIDGE ROAD**  
**WEST POINT, MS. 39773**  
662-295-8785

**DATE: October 15, 2020**

**TO: Clay County Board of Supervisors**

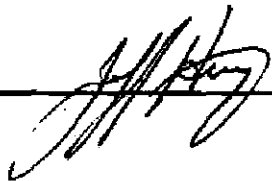
**SUBJECT: Bid submission for equipment labor for 4th quarter 2020**

6/8 yard Dump truck with operator

**BID: \$60.00(sixty dollars) per hour with operator**

---

Jeff Henry



**HENRY BACKHOE & DOZER**  
**1076 WINDY RIDGE ROAD**  
**WEST POINT, MS. 39773**  
**662-295-8785**

**DATE:** October 15, 2020

**TO:** Clay County Board of Supervisors

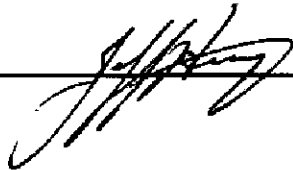
**SUBJECT:** Bid submission for equipment labor for 4th quarter of 2020

416D Cat Backhoe with operator

**BID: \$60.00(sixty dollars) per hour with operator**

---

Jeff Henry



4th Qtr 2020  
Equip. Maint

AMY G. BERRY

2020 OCT 14 AM 8:35

CLAY COUNTY  
WEST POINT, MS

BY \_\_\_\_\_ D.C.

Clay Co. Board of Supervisors



**SCOTT PETROLEUM CORPORATION**

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905 Hwy. 12 W. Starkville, MS 39759 (Office) 662-324-5311 (Fax) 662-320-4520

12/20/19

**PROPANE BID**

Propane Bid for Clay County Board of Supervisors from January 1, 2020 to December 31, 2020

Price per gallon \_\_\_\_\_ \$1.149 Per Gallon \_\_\_\_\_

Leak Test \_\_\_\_\_ \$0.00 Per Call \_\_\_\_\_

Thank You,

*Kevin Fondren*

**Kevin Fondren  
Div Manager**

216

MAY 6, 2019

2019 ~~DEC-20~~ AM 9:30

CLAY COUNTY  
WEST POINT, MS

BY WBL

Propane Bid 2020



Starkville LP Gas  
PO Box 823  
Starkville, MS 39760  
(662) 323-3146

Quote Sheet

Date: 12/19/19

Name:

Clay County Board of Supervisors

Address:

Telephone:

Merchandise Description:

We will provide propane to all mentioned locations until presented bid expires.

Propane price will be \$1.529 with and rcc fee of \$5.95 per delivery.

Merchandise Total:

Outlet:

Tank:

Number of outlet(s):	Size:
Price of outlet(s):	Purchase Price:
Total:	Yearly Rental Fee:
	Total:

Service Line:

Gas:

Footage:	Number of Gallons: undetermined
Price per foot:	Price per Gallon: \$1.529
Total:	Total:

Total Price:

Customer Signature:

**This price is good for 30 days.**

Employee Signature:



**STARKVILLE  
LP GAS**

WE ARE A GAS MAN COMPANY

P.O. BOX 823  
STARKVILLE, MS 39760-0823

BY DA  
WEST POINT, LA

DEC 14 11:32 am  
2019 NOV 30 AM 11:54

374

# EXHIBIT C



**Telecommunications Service Agreement**  
#2997608

**FRANKLIN TELEPHONE COMPANY**



*Revolutionizing Communication Technology*

Service Term:	36 Months	Inside City Limits:	Yes
Account Name:	Clay County Justice Court	Main Phone #:	6624946140
Contact Name:	Treva Hodge	Number:	6624943124    Email:

**Install Location**

Address:	26089 West Main Street	City:	West Point	State:	MS	Zip:	39773
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**Billing Information**

Address:	26089 West Main Street	City:	West Point	State:	MS	Zip:	39773
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County:	Clay	District:	4
Tax ID #:		Tax Exempt:	No

Payment Terms: Direct Bill

Notes: Resale Lines for Fax

QTY	Description	Sales Price	Total
2	Fax Line - Analog	\$50.00	\$100.00

Subtotal:	\$100.00
Estimated Government Fees and Taxes:	\$13.00
<b>Total Charges:</b>	<b>\$113.00</b>

It has been explained to me and I understand that the prices listed on this agreement and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that those charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

In ordering VoIP on this date, I understand that I am receiving a special promotional offer and certain installation charges have been waived. I therefore agree to subscribe to VoIP or an upgrade thereof for a minimum period of 36 months, commencing on the date the service is activated. If I am unable to fulfill the entire 3 Year term of this Agreement, I agree to pay Company upon billing, 50% of the balance due for the remaining of this agreement plus up to \$300 for the previously waived installation charges. In the case of termination of service(s) I acknowledge that all or part of my deposit, if any, may, in the sole discretion of the Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended.

\_\_\_\_\_ Please initial box if accepted.

I understand and agree that all service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at the www.ftcwebb.net and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of the same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this Agreement.

Signature  Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

This Services Agreement ("Agreement") is entered into by and between Franklin Telephone Company, Inc., a Mississippi corporation ("Franklin Telephone"), and the customer identified on the reverse hereof ("Customer"). Franklin Telephone agrees to provide and Customer agrees to purchase the Services described on the reverse

hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Franklin Telephone 's acceptance hereof, and shall be deemed dated the date accepted by Franklin Telephone , as indicated on the reverse hercof.

**TERM OF SERVICE.** The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Franklin Telephone notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof ("Applicable Term"). Following the expiration of the Applicable Term, this Agreement shall continue in effect on a month-to-month basis ("Extended Term"), until canceled by either party by giving thirty (30) days written notice of cancellation. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Franklin Telephone shall not be liable to Customer in any way for failure to commence the Service before such date.

**CHARGES AND PAYMENT.** Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Franklin Telephone during the Applicable Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Extended Term, if any such term arises, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Franklin Telephone 's standard charge for the same or similar services ("Monthly Charge"). Franklin Telephone shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Franklin Telephone within thirty (30) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Franklin Telephone because of the Service provided by Franklin Telephone to Customer, shall be charge to and paid by Customer in addition to the Monthly Charge. If any Customers on the Utility, Basic and Premium plans have usage exceeding by 10 times the average usage of all the customers on this plan subscribing to the same number of lines, the customer may be charged an additional fee of \$50.00 per month per line.

**APPLICABLE TARIFFS.** This Agreement is subject to and controlled by the provisions of Franklin Telephone 's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Franklin Telephone 's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

**EQUIPMENT.** Customer understands and acknowledges that, for Franklin Telephone to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Franklin Telephone makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Franklin Telephone . Franklin Telephone may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing the VoIP Equipment from Franklin Telephone , then Franklin Telephone must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase VoIP Equipment from Franklin Telephone in order to receive the Service.

**COMPLIANCE WITH LAWS; PAYMENT OF TAXES.** Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Franklin Telephone in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Franklin Telephone ), shall become immediately due from Customer to Franklin Telephone . This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

**REMEDIES.** Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Franklin Telephone may, in its sole discretion, do any one or more of the following: (i) terminate the Agreement; (ii) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of Agreement immediately due and payable; and/or (iii) exercise any other right or remedy which may be available to it under applicable law.

Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Franklin Telephone 's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Franklin Telephone at law or in equity. No express or implied waiver by Franklin Telephone of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Franklin Telephone 's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

**CREDIT INVESTIGATION.** By execution of this Agreement, Customer authorizes Franklin Telephone to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Franklin Telephone from any and all claims arising against Franklin Telephone or its affiliates in connection with such investigation and agrees to indemnify and hold Franklin Telephone harmless from any and all liability, damages and costs, including attorneys fees, arising in connection with such investigation. Customer acknowledges and agrees that Franklin Telephone may terminate this Agreement any time before the Service Commencement Date in the event Franklin Telephone determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Franklin Telephone .

**911 SERVICES.** The 911 emergency service provided in connection with Franklin Telephone 's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Franklin Telephone 's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Franklin Telephone relies on third parties for the forwarding of information underlying such routing, and accordingly Franklin Telephone and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Franklin Telephone for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Franklin Telephone nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Franklin Telephone .

**IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.** When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Franklin Telephone for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS FRANKLIN TELEPHONE , ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM YOUR PROVISION TO FRANKLIN TELEPHONE OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF FRANKLIN TELEPHONE .

PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Franklin Telephone cannot guarantee that VoIP Service is private and secure. Franklin Telephone is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

LOSS OF SERVICE. You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Franklin Telephone ) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Franklin Telephone terminate the Service in accordance with is Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Franklin Telephone suspend or terminate your Service, the Service will not function until Franklin Telephone restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

HOME SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, home security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Franklin Telephone 's VoIP Service, and fax machines and modems may not be compatible with Franklin Telephone 's VoIP Service. By accepting this Agreement you waiver any claim against Franklin Telephone for interference with or disruption of such systems due to the Service.

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (i) interferes with our ability to provide Service to you or other customers; or (ii) avoids your obligation to pay for Services. If Franklin Telephone has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Franklin Telephone does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Franklin Telephone from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Franklin Telephone harmless from any and all liability associated with such violation. If Franklin Telephone determines that you are using the Service from outside the United States, Franklin Telephone reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

OWNERSHIP AND RISK OF LOSS. You shall be deemed the owner of the Equipment and you bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase Equipment from Franklin Telephone .

Account Name **Clay County Justice Court** Initial \_\_\_\_\_

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Franklin Telephone . In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Franklin Telephone determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, Franklin Telephone reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Franklin Telephone 's sole judgment the transmission, receipt or possession of such communication or material: (i) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law; or (ii) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Franklin Telephone reserves the right to terminate your Service immediately and without advance notice if Franklin Telephone , in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and your agree to hold Franklin Telephone harmless from and against any and all liability associated with such use.

COPYRIGHT; TRADEMARK; UNAUTHORIZED USAGE OF EQUIPMENT. The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and materials provided to you (either personally or

via Franklin Telephone 's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Franklin Telephone are and shall remain the exclusive property of Franklin Telephone and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Franklin Telephone, which Franklin Telephone reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Franklin Telephone from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

**TAMPERING WITH SERVICE OR EQUIPMENT.** Equipment purchased or leased from Franklin Telephone will be configured for your exclusive use of the Service purchased on the broadband connection designated by Franklin Telephone. Unless expressly authorized by Franklin Telephone you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Franklin Telephone. Franklin Telephone reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

**CANCELLATION OF SERVICE.** Franklin Telephone reserves the right to discontinue Service immediately and without advance notice if Franklin Telephone deems such action is necessary to prevent or protect against fraud or to otherwise protect Franklin Telephone 's personnel, agents, facilities, or services. Without limitation, Franklin Telephone may take such actions if: (i) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (ii) you indicate that you will not comply with a request for security for the payment of Services; (iii) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (iv) you have been given notice by Franklin Telephone of any past due amount and such amount remains unpaid, in whole or in part; (v) you refuse to pay when billed for Service; (vi) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (vii) you act in a manner that is threatening, obscene, or harassing to Franklin Telephone personnel. The discontinuance of Service by Franklin Telephone does not relieve you of any obligation to pay Franklin Telephone for charges due and owing for Services furnished up to the time of cancellation.

**NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE.** You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

**INDEMNIFICATION.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD FRANKLIN TELEPHONE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF YOU OR ANY THIRD PARTY OR USER OF YOUR SERVICE, RELATING TO OR ARISING OUT OF THE SERVICES, THE EQUIPMENT OR ITS INSTALLATION, OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LACK OF 911 DIALING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT FRANKLIN TELEPHONE IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT AND YOU AGREE TO REIMBURSE FRANKLIN TELEPHONE FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**LIMITATION OF LIABILITY.** FRANKLIN TELEPHONE 'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF FRANKLIN TELEPHONE RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY FRANKLIN TELEPHONE 'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF FRANKLIN TELEPHONE 'S INTENTIONAL OR WILLFUL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. FRANKLIN TELEPHONE AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

Franklin Telephone will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: (i) acts or omissions of an underlying carrier, service provider, vendor or other third party; (ii) equipment, network, or facility failure; (iii) equipment, network, or facility upgrade or modification; (iv) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (v) Service, equipment, network, or facility failure caused by loss of power to you; (vi) outage of your broadband service provider; (vii) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (viii) any other cause that is beyond Franklin Telephone 's control including, but not limited to, failure of or defect in any Equipment, the inability of communications connections to be completed, or the degradation of

voice quality. Further Franklin Telephone will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

Franklin Telephone's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Franklin Telephone's performance or nonperformance hereunder, or (iii) any act or omission of Franklin Telephone hereunder, shall in no event exceed the charges for the Service for the affected time period.

**NO WARRANTIES ON SERVICE.** FRANKLIN TELEPHONE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, FRANKLIN TELEPHONE DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY FRANKLIN TELEPHONE OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO, FRANKLIN TELEPHONE EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

**NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT.** If you received Equipment from Franklin Telephone and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Franklin Telephone is not the manufacturer of the Equipment and you agree to look solely to the manufacturer for any remedies associated with the malfunction of the Equipment. Franklin Telephone makes no warranties of any kind, express or implied, in connection with the Equipment.

**ASSIGNMENT.** This Agreement and any contractual rights or remedies available to Franklin Telephone hereunder shall be freely assignable, in whole or in part, by Franklin Telephone. Additionally, Franklin Telephone may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Franklin Telephone to such assignment. Any such transfer without the consent of Franklin Telephone is void.

**MISCELLANEOUS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer shall promptly execute and deliver to Franklin Telephone such further documents and take such further action as Franklin Telephone may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Franklin Telephone to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

**GOVERNING LAW, ARBITRATION.** This Agreement shall be binding when accepted in writing by Franklin Telephone in the State of Mississippi and shall be governed by the laws of the State of Mississippi. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be submitted to binding arbitration before a panel consisting of three (3) arbitrators at a mutually agreeable site in Mississippi, or if no site can be agreed upon, then in Jackson, Mississippi. Such arbitration shall be binding upon both Customer and Franklin Telephone and shall be in accordance with the rules of the American Arbitration Association ("AAA"), including selection of the arbitrators, which shall be accomplished in accordance with the rules of the AAA. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties further agree that the prevailing party in such arbitration shall be entitled to recover the costs of such arbitration from the other party, including reasonable attorneys fees. This Agreement to arbitrate shall not in any way impair or lessen the remedies available to Franklin Telephone in the event of default by Customer as more particularly set forth in this Agreement. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**ENTIRE AGREEMENT; MODIFICATION.** Subject to any Applicable Tariff, this Agreement correctly set forth the entire agreement between Franklin Telephone and Customer with respect to the Services provided by Franklin Telephone to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties.