

FAULKNER COUNTY
JIM B. BAKER
COUNTY JUDGE
801 LOCUST STREET • CONWAY, AR 72034

FILED
TIME:
JAN 06 2021

MARGARET DARTER
FAULKNER COUNTY CLERK
BY Amelia DC

IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS
COURT ORDER NO. 21-003

IN THE MATTER OF
ACCEPTING A BID FOR
THE PURCHASE, INSTALLATION, AND
REPAIR OF GUARDRAIL MAINTENANCE


Having opened and reviewed the submitted bids for the purchase, installation, and repair of guardrail maintenance on December 30, 2020. The Court finds that the following bid is accepted in that it is the lowest bid and meets all bid requirements:

<u>Company</u>	<u>Bid Amount</u>
AF&G, LLC	\$ 87,100.00

The Court finds that the following bids either failed to comply with the bid specifications or it was not the lowest bid:

Time Striping, Inc.	\$218,400.00
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IT IS SO ORDERED.



Jim B. Baker
Faulkner County Judge
January 5, 2021

BID INFORMATION AND BID SPECIFICATIONS

FOR

CONTRACTOR BIDDING PROJECT

THIS BID PACKET CONTAINS INFORMATION
CONCERNING PROJECT FOR
FAULKNER COUNTY, ARKANSAS
COUNTY JUDGE JIM BAKER

GUARDRAIL

December 7, 2020

Specifications

General

All guardrails shall meet the requirements of the applicable sections of 617 of the Arkansas Highway and Transportation Department Standard Specifications for Highway Construction, 2003 Edition. Traffic control must be established in accordance with 2003 Edition of the Manual on Uniform Traffic Control Devices. New guardrail installation must be completed within 15 days; repair of existing guardrail must be completed within 72 hours.

Term

The term of the contract shall be for one (1) year from January 1, 2021 - December 31, 2021 and subject to four (4) one-year annual extensions, with any extension to be mutually agreed upon by Faulkner County and the contractor. No contract shall be automatically renewed and written confirmation shall be required.

Non-Appropriation Clause

Notwithstanding anything contained in this Agreement to the contrary, if the Faulkner County Quorum Court fails to appropriate funds for subsequent period within the term of this Agreement, the County shall not be obligated to make payments beyond the then current fiscal appropriations period provided that Company shall have received a written notification of the occurrence of the following events:

- a) Funds are not appropriated for a subsequent period during the Term of this Agreement for the acquisition of services and functions which, in whole or in part, are essentially the same services and functions for the performance of which the services and functions were purchased.
- b) County has exhausted all funds legally available for all payments due under this Agreement; and
- c) Such non-appropriation did not result from any act or failure to act of County.

Then, Company's only remedy shall be to terminate this Agreement at the end of the period which notice is given and take possession of any equipment owned by the Company. Company shall be entitled, however, to any payments and other payments due and owing during any previous period.

Performance Bonds

All bids must contain a letter of intent from a bonding company authorized to do business in the State of Arkansas stating its willingness to bond the Contractor pursuant to the terms of any contract resulting from the ITB. The Contractor shall procure and maintain, at the Contractor's expense, a Performance Bond for the period of the contract project, including any warranty period. Certificates evidencing the effective dates and amounts of such bond must be provided to the County. This information shall be provided to Faulkner County, not later than fifteen workdays, from the date of award of the term contract.

Bid Bond

A certified check or bank draft payable to the order of Faulkner County negotiable U.S. Government bonds (at par value), or satisfactory bid bond executed by the bidder and an acceptable surety in an amount of equal to five (5%) of the total of bid shall be submitted with each bid.

Insurance

All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Faulkner County:

- a) Workers Compensation: As required by the State of Arkansas.
- b) Comprehensive General Liability (Broad Form) Coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
- c) Minimum shall be the total amount of contract

Quantities

Quantities set forth in the Invitation to Bid are estimates. Contractor must furnish the quantity ordered whether more or less than the estimate.

Section 1: New Guardrail Installation

UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1. Per L.F.	Guardrail Type A	1,000	<u>\$24.00</u>	<u>\$24,000.00</u>
2. Each	Terminal Anchor Posts Type 1	10	<u>\$250.00</u>	<u>\$2,500.00</u>
3. Each	Thrie Beam Guardrail Terminal	6	<u>\$300.00</u>	<u>\$1,800.00</u>
4. Each	Guardrail Terminal Type II	6	<u>\$1,600.00</u>	<u>\$9,600.00</u>
5. Each	Flared Ends	10	<u>\$60.00</u>	<u>\$600.00</u>
6. Each	Base Plated Posts	20	<u>\$175.00</u>	<u>\$3,500.00</u>
7. Each	Bridge End Terminal, AHTD Specs	4	<u>\$1,500.00</u>	<u>\$6,000.00</u>
8. Per L.F.	Wire Rope Safety Fence AHTD Specs	500	<u>\$8.50</u>	<u>\$4,250.00</u>

Section 2: Repair of Existing Guardrail, (Shall be completed within 72 hours)

UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1. Per. L.F.	Guardrail Type A	1,000	<u>\$18.50</u>	<u>\$18,500.00</u>
2. Each	Terminal Anchor Posts Type 1	16	<u>\$150.00</u>	<u>\$2,400.00</u>
3. Each	Thrie Beam Guardrail Terminal	10	<u>\$250.00</u>	<u>\$2,500.00</u>
4. Each	Guardrail Terminal Type II	16	<u>\$300.00</u>	<u>\$4,800.00</u>
5. Each	Flared Ends	10	<u>\$60.00</u>	<u>\$600.00</u>
6. Each	Base Plated Posts	26	<u>\$175.00</u>	<u>\$4,550.00</u>
7. Each	Mobilization Charge to Faulkner County per trip		<u>\$1,500.00</u>	<u>\$1,500.00</u>

BID SHEET
FAULKNER COUNTY, ARKANSAS

Bids should be submitted in total, for the price to be paid by Faulkner County FOB Conway,
Arkansas.

BID AMOUNT:

\$87,100.00

WRITTEN BID AMOUNT:

EIGHTY SEVEN THOUSAND ONE HUNDRED DOLLARS & ZERO CENTS

DATE:

December 30, 2020

CONTRACTOR AND ADDRESS:

AF&G, LLC dba ARKANSAS FENCE & GUARDRAIL

P.O. BOX 7776

LITTLE ROCK, AR 72217

SIGNATURE AND TITLE:

Kevin Tucker, President

KEVIN TUCKER, PRESIDENT

CONTRACTOR'S LICENSE NUMBER:

0357890121

2021 Guardrail

AFFP
Guardrail

FILED
TIME: _____

DEC 21 2020

MARGARET DARTER
FAULKNER COUNTY CLERK
BY: Amiller DC

Affidavit of Publication

STATE OF ARKANSAS }
COUNTY OF FAULKNER } SS

NOTICE TO BIDDERS

Frank Leto, being duly sworn, says:

That he is Publisher of the Log Cabin Democrat, a Daily newspaper of general circulation, printed and published in Conway, Faulkner County, Arkansas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

December 16, 2020

Faulkner County will be accepting sealed bids for purchase, installation, and repair of Guardrail Maintenance.

Bid specifications and Submittal forms may be obtained from the Faulkner County Judge's Office. Bids will be accepted until 9:30am on Wednesday, December 30, 2020, at which time they will be opened at the Faulkner County Judge's Office, located at 801 Locust Street Conway AR, 72034. Faulkner County reserves the right to accept or reject any or all bids placed and waive formalities. Bids should be submitted in total, for the price to be paid by Faulkner County.

Direct questions and requests for clarifications related to this bid to Mark Ledbetter at (501) 450-4930.

Bids may be mailed to:
Faulkner County Judge's Office
Attn: 2021 Guardrail Bid
801 Locust Street
Conway AR, 72034

Publisher's Fee: \$ 65.00

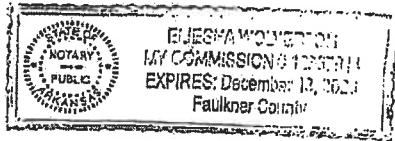
That said newspaper was regularly issued and circulated on those dates.

SIGNED: [Signature]

Subscribed to and sworn to me this 16th day of December 2020.

[Signature]

Elisha Wolverton, Notary Public 12/13/2026



90117143 90898951

FAULKNER COUNTY JUDGE
801 LOCUST STREET
CONWAY, AR 72034

2021 Guardrail

AFFP
NOTICE TO BIDDERS Faulkner County

FILED

DEC 14 2020

MARGARET DARTER
FAULKNER COUNTY CLERK

BY Waters DC

Affidavit of Publication

STATE OF ARKANSAS)
COUNTY OF FAULKNER) SS

Frank Leto, being duly sworn, says:

That he is Publisher of the Log Cabin Democrat, a Daily newspaper of general circulation, printed and published in Conway, Faulkner County, Arkansas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

December 08, 2020

NOTICE TO BIDDERS

Faulkner County will be accepting sealed bids for purchase, installation, and repair of Guardrail Maintenance.

Bid specifications and Submittal forms may be obtained from the Faulkner County Judge's Office. Bids will be accepted until 9:30am on Tuesday, December 22, 2020, at which time they will be opened at the Faulkner County Judge's Office, located at 801 Locust Street Conway AR, 72034. Faulkner County reserves the right to accept or reject any or all bids placed and waive formalities.

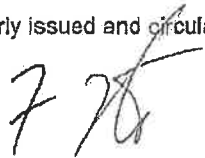
Bids should be submitted in total, for the price to be paid by Faulkner County. Direct questions and requests for clarifications related to this bid to Mark Ledbetter at (501) 450-4930.

Bids may be mailed to:
Faulkner County Judge's Office
Attn: 2021 Guardrail Bid
801 Locust Street
Conway AR, 72034

Publisher's Fee: \$ 57.80

That said newspaper was regularly issued and circulated on those dates.

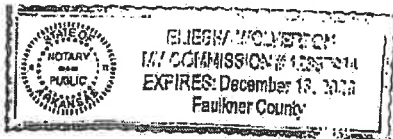
SIGNED:



Subscribed to and sworn to me this 8th day of December 2020.



Eliesha Wolverson, Notary Public 12/13/2026



90117143 90897766

FAULKNER COUNTY JUDGE
801 LOCUST STREET
CONWAY, AR 72034

NOTICE TO BIDDERS

Faulkner County will be accepting sealed bids for purchase, installation, and repair of Guardrail Maintenance.

Bid specifications and Submittal forms may be obtained from the Faulkner County Judge's Office. Bids will be accepted until **9:30am on Wednesday, December 30, 2020**, at which time they will be opened at the Faulkner County Judge's Office, located at 801 Locust Street Conway AR, 72034. Faulkner County reserves the right to accept or reject any or all bids placed and waive formalities.

Bids should be submitted in total, for the price to be paid by Faulkner County.

Direct questions and requests for clarifications related to this bid to Mark Ledbetter at (501) 450-4930.

Bids may be mailed to:

Faulkner County Judge's Office
Attn: **2021 Guardrail Bid**
801 Locust Street
Conway AR, 72034

BID INFORMATION AND BID SPECIFICATIONS

FOR

CONTRACTOR BIDDING PROJECT

THIS BID PACKET CONTAINS INFORMATION
CONCERNING PROJECT FOR
FAULKNER COUNTY, ARKANSAS
COUNTY JUDGE JIM BAKER

GUARDRAIL

December 7, 2020

Specifications

General

All guardrails shall meet the requirements of the applicable sections of 617 of the Arkansas Highway and Transportation Department Standard Specifications for Highway Construction, 2003 Edition. Traffic control must be established in accordance with 2003 Edition of the Manual on Uniform Traffic Control Devices. New guardrail installation must be completed within 15 days; repair of existing guardrail must be completed within 72 hours.

Term

The term of the contract shall be for one (1) year from January 1, 2021 - December 31, 2021 and subject to four (4) one-year annual extensions, with any extension to be mutually agreed upon by Faulkner County and the contractor. No contract shall be automatically renewed and written confirmation shall be required.

Non-Appropriation Clause

Notwithstanding anything contained in this Agreement to the contrary, if the Faulkner County Quorum Court fails to appropriate funds for subsequent period within the term of this Agreement, the County shall not be obligated to make payments beyond the then current fiscal appropriations period provided that Company shall have received a written notification of the occurrence of the following events:

- a) Funds are not appropriated for a subsequent period during the Term of this Agreement for the acquisition of services and functions which, in whole or in part, are essentially the same services and functions for the performance of which the services and functions were purchased.
- b) County has exhausted all funds legally available for all payments due under this Agreement; and
- c) Such non-appropriation did not result from any act or failure to act of County.

Then, Company's only remedy shall be to terminate this Agreement at the end of the period which notice is given and take possession of any equipment owned by the Company. Company shall be entitled, however, to any payments and other payments due and owing during any previous period.

Performance Bonds

All bids must contain a letter of intent from a bonding company authorized to do business in the State of Arkansas stating its willingness to bond the Contractor pursuant to the terms of any contract resulting from the ITB. The Contractor shall procure and maintain, at the Contractor's expense, a Performance Bond for the period of the contract project, including any warranty period. Certificates evidencing the effective dates and amounts of such bond must be provided to the County. This information shall be provided to Faulkner County, not later than fifteen workdays, from the date of award of the term contract.

Bid Bond

A certified check or bank draft payable to the order of Faulkner County negotiable U.S. Government bonds (at par value), or satisfactory bid bond executed by the bidder and an acceptable surety in an amount of equal to five (5%) of the total of bid shall be submitted with each bid.

Insurance

All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Faulkner County:

- a) Workers Compensation: As required by the State of Arkansas.
- b) Comprehensive General Liability (Broad Form) Coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
- c) Minimum shall be the total amount of contract

Quantities

Quantities set forth in the Invitation to Bid are estimates. Contractor must furnish the quantity ordered whether more or less than the estimate.

Section 1: New Guardrail Installation

UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1. Per L.F.	Guardrail Type A	1,000	_____	_____
2. Each	Terminal Anchor Posts Type 1	10	_____	_____
3. Each	Thrie Beam Guardrail Terminal	6	_____	_____
4. Each	Guardrail Terminal Type II	6	_____	_____
5. Each	Flared Ends	10	_____	_____
6. Each	Base Plated Posts	20	_____	_____
7. Each	Bridge End Terminal, AHTD Specs	4	_____	_____
8. Per L.F.	Wire Rope Safety Fence AHTD Specs	500	_____	_____

Section 2: Repair of Existing Guardrail, (Shall be completed within 72 hours)

UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1. Per. L.F.	Guardrail Type A	1,000	_____	_____
2. Each	Terminal Anchor Posts Type 1	16	_____	_____
3. Each	Thrie Beam Guardrail Terminal	10	_____	_____
4. Each	Guardrail Terminal Type II	16	_____	_____
5. Each	Flared Ends	10	_____	_____
6. Each	Base Plated Posts	26	_____	_____
7. Each	Mobilization Charge to Faulkner County per trip			

BID SHEET
FAULKNER COUNTY, ARKANSAS

Bids should be submitted in total, for the price to be paid by Faulkner County FOB Conway, Arkansas.

BID AMOUNT:

WRITTEN BID AMOUNT:

DATE:

CONTRACTOR AND ADDRESS:

SIGNATURE AND TITLE:

CONTRACTOR'S LICENSE NUMBER:

FILED
TIME: 2

JAN 06 2021

MARGARET DARTER
FAULKNER COUNTY CLERK
BY Amiller DC

Time Striping Bid

BID INFORMATION AND BID SPECIFICATIONS

FOR

CONTRACTOR BIDDING PROJECT

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FAULKNER COUNTY, ARKANSAS
COUNTY JUDGE JIM BAKER

GUARDRAIL

December 7, 2020

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Term

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A certified check or bank draft payable to the order of Faulkner County negotiable U.S. Government bonds (at par value), or satisfactory bid bond executed by the bidder and an acceptable surety in an amount of equal to five (5%) of the total of bid shall be submitted with each bid.

Insurance

All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Faulkner County:

- a) Workers Compensation: As required by the State of Arkansas.
- b) Comprehensive General Liability (Broad Form) Coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
- c) Minimum shall be the total amount of contract

Quantities

Quantities set forth in the Invitation to Bid are estimates. Contractor must furnish the quantity ordered whether more or less than the estimate.

Section 1: New Guardrail Installation

UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1. Per L.F.	Guardrail Type A	1,000	<u>20.⁰⁰</u>	<u>20,000.⁰⁰</u>
2. Each	Terminal Anchor Posts Type 1	10	<u>650.⁰⁰</u>	<u>6,500.⁰⁰</u>
3. Each	Thrie Beam Guardrail Terminal	6	<u>1,000.⁰⁰</u>	<u>6,000.⁰⁰</u>
4. Each	Guardrail Terminal Type II	6	<u>1800.⁰⁰</u>	<u>10,800.⁰⁰</u>
5. Each	Flared Ends	10	<u>50.⁰⁰</u>	<u>500.⁰⁰</u>
6. Each	Base Plated Posts	20	<u>150.⁰⁰</u>	<u>3,000.⁰⁰</u>
7. Each	Bridge End Terminal, AHTD Specs	4	<u>24,000.⁰⁰</u>	<u>96,000.⁰⁰</u>
8. Per L.F.	Wire Rope Safety Fence AHTD Specs	500	<u>18.⁰⁰</u>	<u>9,000.⁰⁰</u>

Section 2: Repair of Existing Guardrail, (Shall be completed within 72 hours)

UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1. Per. L.F.	Guardrail Type A	1,000	<u>16.⁰⁰</u>	<u>16,000.⁰⁰</u>
2. Each	Terminal Anchor Posts Type 1	16	<u>500.⁰⁰</u>	<u>8,000.⁰⁰</u>
3. Each	Thrie Beam Guardrail Terminal	10	<u>1,000.⁰⁰</u>	<u>10,000.⁰⁰</u>
4. Each	Guardrail Terminal Type II	16	<u>1500.⁰⁰</u>	<u>24,000.⁰⁰</u>
5. Each	Flared Ends	10	<u>35.⁰⁰</u>	<u>350.⁰⁰</u>
6. Each	Base Plated Posts	26	<u>125.⁰⁰</u>	<u>3,250.⁰⁰</u>
7. Each	Mobilization Charge to Faulkner County per trip		<u>5,000.⁰⁰</u>	<u>5,000.⁰⁰</u>

BID SHEET
FAULKNER COUNTY, ARKANSAS

Bids should be submitted in total, for the price to be paid by Faulkner County FOB Conway, Arkansas.

BID AMOUNT:

\$ 218,400.⁰⁰

WRITTEN BID AMOUNT:

two hundred eighteen thousand four hundred dollars

DATE:

12/17/20

CONTRACTOR AND ADDRESS:

5439 Arkhola Rd

Van Buren AR 72956

SIGNATURE AND TITLE:

Spencer Stillman Vice President

CONTRACTOR'S LICENSE NUMBER:

0017280420



5500 Euper Lane
 PO Box 3529
 Ft. Smith, AR 72913 (479) 452-4000
 www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Time Striping, Inc.
P. O. Box 1236
Van Buren, AR 72957

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

SureTec Insurance Company
2103 CityWest Blvd, Suite 1300
Houston, TX 77042

a corporation duly organized under the laws of the State of Texas
 as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

Faulkner County Judge's Office
801 Locust Street
Conway, AR 72034

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
 Dollars (\$ **5%**), for the payment
 of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
 administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Purchase, Installation and Repair of Guardrail Maintenance**
(Here insert full name, address and description of project) **2021 Guardrail Bid**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
 with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
 bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the
 prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal
 to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
 the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
 faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
 otherwise to remain in full force and effect.

Signed and sealed this **30th** day of **December** **2020**

Audrey Williams

 (Witness)

Time Striping, Inc.

 (Principal) (Seal)
Spencer Suth

 (Title) **Vice President**

Lisa McClure

 (Witness)

SureTec Insurance Company

 (Surety)
Mary Ann Justice

 (Title) **Mary Ann Justice, Attorney-In-Fact** (Seal)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Elizabeth Solomon, Janice A. Butler, Marty C. Clark, Scott R. Clark, Shannon C. Schmidly, Mary Ann Justice, W. Scott Whittenberg

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April A.D. 2020 .

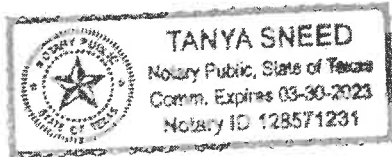
SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*
Michael C. Keimig, President



State of Texas SS:
County of Harris

On this 6th day of April A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 30th day of December, 2021, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 410013
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



December 21, 2020

Faulkner County
Faulkner County Judge's Office
Attn: 2021 Guardrail Bid
801 Locust Street
Conway, AR 72034

Re: Time Striping, Inc. - 2021 Guardrail Bid

Dear Sir or Madam:

We are providing this information at the request of Time Striping, Inc.

We understand that Time Striping, Inc. has or is about to submit a proposal for the 2021 Guardrail Bid with an estimated cost of \$218,400.

If a contract for this project is awarded to Time Striping, Inc. within the next 90 days from the date of this letter, we would be willing to favorably consider the issuance of the required performance and payment bonds subject to our satisfaction with the contract documents and bond forms and Time Striping, Inc. continuing to satisfy other underwriting considerations.

Any arrangement for bonds required by the contract is a matter between Time Striping, Inc. and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds or if circumstances change after the date of this letter.

Sincerely,

Morris D. Plagens, Jr.
Vice President
Markel Surety
SureTec Insurance Company



December 21, 2020

Faulkner County
c/o Faulkner County Judge's Office
801 Locust Street
Conway, AR, 72034

Re: 2021 Guardrail Bid

To Whom It May Concern:

We fully intend to provide the insurance requirements set forth in the specifications for the above referenced project if our contractor is awarded this project. Attached you will find a current Certificate of Insurance. If you should have any questions, please do not hesitate to give us a call.

Sincerely,

Jennifer Hudson
BHC Insurance

www.bhca.com

5500 Euper Lane • Fort Smith, AR 72903
479-452-4000

1626 Empire Street, Suite 201 • Lowell, AR 72745
479-878-1896

1000 South Kerr Blvd. • Sallisaw, OK 74955
918-775-4421



TIMESTR-02

JHUDSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: Jennifer L. Hudson	
	PHONE (A/C, No, Ext): (479) 459-4000 122	FAX (A/C, No): (479) 484-5185
E-MAIL ADDRESS: jhudson@bhca.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United States Fire Insurance Company		
INSURER B: The North River Insurance Company		21105
INSURER C: Accident Fund Ins Co of America		10166
INSURER D: Crum&Forster Specialty Ins Co		44520
INSURER E: Allied World National Assurance Company		10690
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			506-899473-3	7/17/2020	7/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PIOP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			506-899473-3	7/17/2020	7/17/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			5821145208	7/17/2020	7/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCV6211197	7/17/2020	7/17/2021	see below
D	Pollution Coverage			CPL110807	10/30/2019	10/30/2020	Aggregate \$5M/Occur
E	Excess Liability			03124374	7/17/2020	7/17/2021	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Pollution Liability (Occurrence Form):
\$1,000,000 Each Occurrence Limit / \$1,000,000 General Aggregate Limit / \$2,500 Deductible Each Incident.

Transportation Coverage (Occurrence):
\$1,000,000 Occurrence Limit / \$1,000,000 Aggregate Limit / \$5,000 Self Insured Retention - Each Claimant.
Transportation Limits are included within the Contractors Pollution Liability General Aggregate.

Re: 2021 Guardrail Project Bid

CERTIFICATE HOLDER	CANCELLATION
Faulkner County c/o Faulkner County Judge's Office 801 Locust Street Conway, AR 72034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

FILED
TIME:

AFTG LLC Bid

JAN 06 2021

MARGARET DARTER
FAULKNER COUNTY CLERK
By Amiller DC

BID INFORMATION AND BID SPECIFICATIONS
FOR
CONTRACTOR BIDDING PROJECT

THIS BID PACKET CONTAINS INFORMATION
CONCERNING PROJECT FOR
FAULKNER COUNTY, ARKANSAS
COUNTY JUDGE JIM BAKER

GUARDRAIL

December 7, 2020

Specifications

General

All guardrails shall meet the requirements of the applicable sections of 617 of the Arkansas Highway and Transportation Department Standard Specifications for Highway Construction, 2003 Edition. Traffic control must be established in accordance with 2003 Edition of the Manual on Uniform Traffic Control Devices. New guardrail installation must be completed within 15 days; repair of existing guardrail must be completed within 72 hours.

Term

The term of the contract shall be for one (1) year from January 1, 2021 - December 31, 2021 and subject to four (4) one-year annual extensions, with any extension to be mutually agreed upon by Faulkner County and the contractor. No contract shall be automatically renewed and written confirmation shall be required.

Non-Appropriation Clause

Notwithstanding anything contained in this Agreement to the contrary, if the Faulkner County Quorum Court fails to appropriate funds for subsequent period within the term of this Agreement, the County shall not be obligated to make payments beyond the then current fiscal appropriations period provided that Company shall have received a written notification of the occurrence of the following events:

- a) Funds are not appropriated for a subsequent period during the Term of this Agreement for the acquisition of services and functions which, in whole or in part, are essentially the same services and functions for the performance of which the services and functions were purchased.
- b) County has exhausted all funds legally available for all payments due under this Agreement; and
- c) Such non-appropriation did not result from any act or failure to act of County.

Then, Company's only remedy shall be to terminate this Agreement at the end of the period which notice is given and take possession of any equipment owned by the Company. Company shall be entitled, however, to any payments and other payments due and owing during any previous period.

Performance Bonds

All bids must contain a letter of intent from a bonding company authorized to do business in the State of Arkansas stating its willingness to bond the Contractor pursuant to the terms of any contract resulting from the ITB. The Contractor shall procure and maintain, at the Contractor's expense, a Performance Bond for the period of the contract project, including any warranty period. Certificates evidencing the effective dates and amounts of such bond must be provided to the County. This information shall be provided to Faulkner County, not later than fifteen workdays, from the date of award of the term contract.

Bid Bond

A certified check or bank draft payable to the order of Faulkner County negotiable U.S. Government bonds (at par value), or satisfactory bid bond executed by the bidder and an acceptable surety in an amount of equal to five (5%) of the total of bid shall be submitted with each bid.

Insurance

All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Faulkner County:

- a) Workers Compensation: As required by the State of Arkansas.
- b) Comprehensive General Liability (Broad Form) Coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
- c) Minimum shall be the total amount of contract

Quantities

Quantities set forth in the Invitation to Bid are estimates. Contractor must furnish the quantity ordered whether more or less than the estimate.

Section 1: New Guardrail Installation

UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1. Per L.F.	Guardrail Type A	1,000	<u>\$24.00</u>	<u>\$24,000.00</u>
2. Each	Terminal Anchor Posts Type 1	10	<u>\$250.00</u>	<u>\$2,500.00</u>
3. Each	Thrie Beam Guardrail Terminal	6	<u>\$300.00</u>	<u>\$1,800.00</u>
4. Each	Guardrail Terminal Type II	6	<u>\$1,600.00</u>	<u>\$9,600.00</u>
5. Each	Flared Ends	10	<u>\$60.00</u>	<u>\$600.00</u>
6. Each	Base Plated Posts	20	<u>\$175.00</u>	<u>\$3,500.00</u>
7. Each	Bridge End Terminal, AHTD Specs	4	<u>\$1,500.00</u>	<u>\$6,000.00</u>
8. Per L.F.	Wire Rope Safety Fence AHTD Specs	500	<u>\$8.50</u>	<u>\$4,250.00</u>

Section 2: Repair of Existing Guardrail, (Shall be completed within 72 hours)

UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1. Per. L.F.	Guardrail Type A	1,000	<u>\$18.50</u>	<u>\$18,500.00</u>
2. Each	Terminal Anchor Posts Type 1	16	<u>\$150.00</u>	<u>\$2,400.00</u>
3. Each	Thrie Beam Guardrail Terminal	10	<u>\$250.00</u>	<u>\$2,500.00</u>
4. Each	Guardrail Terminal Type II	16	<u>\$300.00</u>	<u>\$4,800.00</u>
5. Each	Flared Ends	10	<u>\$60.00</u>	<u>\$600.00</u>
6. Each	Base Plated Posts	26	<u>\$175.00</u>	<u>\$4,550.00</u>
7. Each	Mobilization Charge to Faulkner County per trip		<u>\$1,500.00</u>	<u>\$1,500.00</u>

BID SHEET
FAULKNER COUNTY, ARKANSAS

Bids should be submitted in total, for the price to be paid by Faulkner County FOB Conway,
Arkansas.

BID AMOUNT:

\$87,100.00

WRITTEN BID AMOUNT:

EIGHTY SEVEN THOUSAND ONE HUNDRED DOLLARS & ZERO CENTS

DATE:

December 30, 2020

CONTRACTOR AND ADDRESS:

AF&G, LLC dba ARKANSAS FENCE & GUARDRAIL

P.O. BOX 7776

LITTLE ROCK, AR 72217

SIGNATURE AND TITLE:

Kevin Tucker, President

KEVIN TUCKER, PRESIDENT

CONTRACTOR'S LICENSE NUMBER:

0357890121

Bid Bond

CBB0058280

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

A F & G, LLC

PO Box 7776

Little Rock AR 72217

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

National American Insurance Company

1010 Marvel Ave.

Chandler, OK 74834-3854

a corporation duly organized under the laws of the State of Oklahoma

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Faulkner County, Arkansas

801 Locust Street

Conway AR 72034

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Amount Bid

Dollars (\$ Five Percent (5%) of Amount Bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

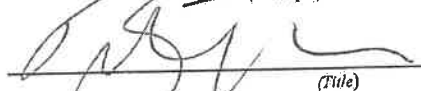
2021 Guardrail

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The obligation expires sixty (60) days from the effective date of the bid.

Signed and sealed this 28th day of December, 2020.

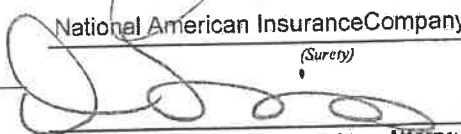

(Witness)

A F & G, LLC
(Principal) (Seal)


(Title)

National American Insurance Company
(Surety) (Seal)


(Witness)


(Title) Attorney-in-Fact

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0058280

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1967, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Michael Weatherford, Mark Duch, Dolores Sims, Leslie Bass, Callie House, JK Patterson,
Amy Fletcher, Tammy J. Garrett, Lisa Prince Thomas

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY



W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 28th day of December, 2020



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

License No. 0357890121

ID #42635

State of Arkansas
Commercial Contractors Licensing Board

AF&G LLC, D/B/A ARKANSAS FENCE & GUARDRAIL
PO BOX 7776
LITTLE ROCK, AR 72217

AF&G LLC, D/B/A ARKANSAS FENCE & GUARDRAIL

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
SPECIALTY
HRA Miscellaneous & Specialty Items

This contractor has an unlimited suggested bid limit.

from January 24, 2020 until January 31, 2021 when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Mark H. ...

CHAIRMAN

Ray ...

SECRETARY

January 24, 2020 - srg

NOTICE TO BIDDERS

Faulkner County will be accepting sealed bids for purchase, installation, and repair of Guardrail Maintenance.

Bid specifications and Submittal forms may be obtained from the Faulkner County Judge's Office. Bids will be accepted until 9:30am on Wednesday, December 30, 2020, at which time they will be opened at the Faulkner County Judge's Office, located at 801 Locust Street Conway AR, 72034. Faulkner County reserves the right to accept or reject any or all bids placed and waive formalities.

Bids should be submitted in total, for the price to be paid by Faulkner County.

Direct questions and requests for clarifications related to this bid to Mark Ledbetter at (501) 450-4930.

Bids may be mailed to:

Faulkner County Judge's Office
Attn: **2021 Guardrail Bid**
801 Locust Street
Conway AR, 72034

Addendum 1 Acknowledged.

*Kevin Tucker
AF+G, LLC*