

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

FILED

FEB 15 2022

MARGARET DARTER  
FAULKNER COUNTY CLERK

BY M. Watters DC

IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS

COURT ORDER 22-046

**IN THE MATTER OF  
ACCEPTING BID FOR  
2022 GUARDRAIL**

Having opened and reviewed the submitted bids for 2022 Guardrail on February 14, 2022. The Court finds that the following bid is accepted in that it was the only bid submitted and meets all bid requirements.

<u>Company</u>	<u>Base Bid</u>
Arkansas Fence & Guardrail	\$142,685.00

IT IS SO ORDERED



Jim B. Baker  
Faulkner County Judge  
February 15, 2022

2022

FILED  
TIME: \_\_\_\_\_

FEB 14 2022

Guardrail

MARGARET DARTER  
FAULKNER COUNTY CLERK  
BY *Amelia* 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

1/26/2022

Offers by telephone, telegram, fax, or electronic mail will not be accepted.

Return Bid to:

Faulkner County Judges Office  
Attn: 2022 Guardrail Bid  
801 Locust Street  
Conway, AR 72034

It is the responsibility of bidder to read and comply with all conditions listed on following page.

**DATE ISSUED:** January 27, 2022

**DATE & TIME OF BID OPENING:** February 14, 2022 at 10:00am

**COMMODITY CLASSIFICATION:** Guardrail: As Specified in Bid

Faulkner County Road Department is requesting competitive sealed bids for the purchase and delivery of guardrails in accordance with the following conditions and specifications.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Faulkner County Road Department on or before the specified date and time. The County will in no way be responsible for delays caused by any occurrence. The bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the opening date and time be considered. Offers by telephone, telegram, or fax will not be accepted. Bidders will not be allowed to withdraw or modify their bids after the opening date and time.

Award of this bid is contingent upon the appropriation of funds by the Faulkner County Quorum Court. It is the responsibility of the bidder to read and comply with all terms and standard conditions listed on the reverse side.

If a particular brand name is specified, it is not the intent to discriminate against any "equal" product from another manufacturer. The intent is to establish a minimum standard requested for this purchase.

Questions regarding bid being requested should be directed to the office of Faulkner County Road Department Mark Ledbetter @ 501-472-5646.

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.

**EXECUTION OF BID**

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF COMPANY: PHONE NUMBER: FAX NUMBER:  
AF&G, LLC dba ARKANSAS FENCE & GUARDRAIL (501) 505-6679 kevin@arfence.com

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BUSINESS ADDRESS, STREETS: CITY: STATE: ZIP:  
P.O. BOX 7776 LITTLE ROCK AR 72217-7776

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SIGNATURE OF AUTHORIZED PERSON: DATE:  
\_\_\_\_\_  
2/14/2022

PRINTED OR TYPED NAME: TITLE:  
KEVIN TUCKER PRESIDENT

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ARKANSAS SALES OR USE TAX NUMBER: 69066394-SLS

STATE CONTRACTORS LICENSE NUMBER: 0357890123

**TERMS AND STANDARD CONDITIONS**

## PLEASE READ CAREFULLY

1. When submitting an "Invitation to Bid", the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid".
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay tax directly to the Arkansas State Revenue Department.
3. Discounts offered will be taken when the County qualifies for such. The beginning date for computing discounts will be the date of the invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid", the brand and/or model must be listed and descriptive literature attached to bid document.
5. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
6. Specifications furnished with this "Invitation to Bid" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
7. Samples of items when required must be furnished free and, if not called for within 30 days from the date of the bid opening, will become the property of Faulkner County.
8. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Faulkner County. Charges may not be added after the bid is opened.
9. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
10. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
11. Quality, time and probability of performance may be factors in making an award.
12. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

13. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
14. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Faulkner County.
15. CONSTRUCTION:
  - A. When noted, the Contractor is to supply Faulkner County with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. All premiums and costs shall be paid by the Contractor. In no way will the County be responsible in case of accident.
  - B. When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid.
  - C. A performance bond equaling the total amount of any bid exceeding \$50,000 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement [pursuant to Arkansas Code Annotated Section 22-9-203].
16. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
17. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown is estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information ONLY and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
18. Faulkner County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, Faulkner County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
19. As required by Arkansas State Law, an Arkansas State Contractors License is required for any work bid over \$50,000.00.

20. **EQUAL OPPORTUNITY IN EMPLOYMENT:** All qualified bidders will receive consideration without regard to race, color, religion, sex, age, disability or national origin. Pursuant to Arkansas Code Annotated 22-9-203: Faulkner County encourages all qualified small, minority and women business enterprises to propose on and receive contracts for goods, services, and construction.

21. **SCOPE:**

The purpose of this Invitation to Bid (ITB) is to establish a contract for guardrails for the Faulkner County Road Department. Bid prices shall include all labor and materials necessary to perform the job in accordance with the standards of performance. Award of this contract shall be "ALL OR NONE".

22. **STANDARD OF PERFORMANCE:**

The Company shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Poor performance will be deemed a breach of the specifications of the Invitation to Bid and shall be grounds for immediate termination of the contract. Faulkner County retains the absolute right to assess whether and when performance is subsequently acceptable and not acceptable by the County.

23. **INDEMNIFICATION:**

The Company hereby agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge Faulkner County Government and any of its officers, agents, employees, volunteers and servants from and against any and all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suits or damages of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly.

**24. WARRANTY:**

The Company hereby warrants the guardrails. The warranty shall include full repair, removal and/or replacement of failed guardrails that have been deemed not meeting the applicable sections of 617 of the Arkansas Highway and Transportation Department Standard Specifications for Highway Construction, 2003 Edition as directed by the Faulkner County Road Department Mark Ledbetter and Faulkner County Judge Jim Baker.

**25. Term:**

The term of the contract shall be for one (1) year 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.

**26. 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.



## 27. 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

## 28. 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>\$24.50</u>	<u>\$24,500.00</u>
2.	Each	Terminal Anchor Posts Type 1	10	<u>\$375.00</u>	<u>\$3,750.00</u>
3.	Each	Thrie Beam Guardrail Terminal	6	<u>\$1,650.00</u>	<u>\$9,900.00</u>
4.	Each	Guardrail Terminal Type II	6	<u>\$1,855.00</u>	<u>\$11,130.00</u>
5.	Each	Flared Ends	10	<u>\$75.00</u>	<u>\$750.00</u>
6.	Each	Base Plated Posts	20	<u>\$250.00</u>	<u>\$5,000.00</u>
7.	Each	Bridge End Terminal, AHTD Specs	4	<u>\$7,500.00</u>	<u>\$30,000.00</u>
8.	Per L.F.	Wire Rope Safety Fence AHTD Specs	500	<u>\$3.75</u>	<u>\$1,875.00</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>\$24.50</u>	<u>\$24,500.00</u>
2. Each	Terminal Anchor Posts Type 1	4	<u>\$375.00</u>	<u>\$1,500.00</u>
3. Each	Thrie Beam Guardrail Terminal	4	<u>\$1,650.00</u>	<u>\$9,900.00</u>
4. Each	Guardrail Terminal Type II	4	<u>\$1,855.00</u>	<u>\$11,130.00</u>
5. Each	Flared Ends	10	<u>\$75.00</u>	<u>\$750.00</u>
6. Each	Base Plated Posts	26	<u>\$250.00</u>	<u>\$6,500.00</u>
7. Each	Mobilization Charge to Faulkner County per trip	1	<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:

\$142,685.00

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WRITTEN BID AMOUNT: ONE HUNDRED FORTY TWO THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS & 00/100

## DATE:

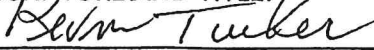
FEBRUARY 14, 2022

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CONTRACTOR AND ADDRESS: AF&G, LLC P.O. BOX 7776, LITTLE ROCK, AR 72217-7666

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## SIGNATURE AND TITLE:

  
 KEVIN TUCKER, PRESIDENT

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## CONTRACTOR'S LICENSE NUMBER:

03578900123

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