FAULKNER COUNTY JIM B. BAKER COUNTY JUDGE

801 LOCUST STREET • CONWAY, AR 72034

FILED TIME: ______ JAN 0 6 2021



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:

Company

Bid Amount

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

IT IS SO ORDERED.

Jun 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	\$24.00	\$24,00.00
2.	Each	Terminal Anchor Posts Type 1	10	\$250.00	\$2,500.00
3.	Each	Thrie Beam Guardrail Terminal	6	\$300.00	\$1,800.00
4.	Each	Guardrail Terminal Type II	6	\$1,600.00	<u>\$9,600.0</u> 0
5.	Each	Flared Ends	10	\$60.00	<u>\$600.00</u>
6.	Each	Base Plated Posts	20	\$175.00	\$3,500.00
7.	Each	Bridge End Terminal, AHTD Specs	4	\$1,500.00	<u>\$6,000.</u> 00
8.	Per L.F.	Wire Rope Safety Fence AHTD Specs	500	\$8.50	\$4,250.00

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

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

AFFP Guardrail

FILED TIME:

DEC 2 1 2020

MARGARET DARTER FAULKNER COUNTY CLE

NOTICE TO BIDDERS

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 16, 2020

Faulkner County will be accepting seated bids for purchase, installation, and repair of Guardrall 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 Guardrall Bid 801 Locust Street Conway AR, 72034

Publisher's Fee:

\$ 65.00

That said newspaper was regularly issued and circulated

on those dates.

SIGNED:

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

Ellesha Wolverton, Notary Public 12/13/2026

FUSES/A MODICATION

ROTARY

FUSES/ December 13, 2021

Faulkner County

90117143 90898951

FAULKNER COUNTY JUDGE 801 LOCUST STREET CONWAY, AR 72034 **AFFP** NOTICE TO BIDDERS Faulkner County

Affidavit of Publication

STATE OF ARKANSAS } COUNTY OF FAULKNER }

SS

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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

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 Wolverton, Notary Public 12/13/2026

EITERRY TACTABLE CI; IMPOCHAMISSION # 1005 TOTAL EXFIRES: December 13, 2023 Faulmer County

90117143 90897766

DEC 1 4 2020

MARGARET DARTER FAULKNER COUNTY CLERK

NOTICE TO BIDDERS

Faulkner County will be accepting sealed bids for purchase, installation, and repair

of Guardrall Maintenance.

Bid specifications and Submittel 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.

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FAULKNER COUNTY JUDGE 801 LOCUST STREET CONWAY, AR 72034

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GUARDRAIL

December 7, 2020

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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.

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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.

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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:

TIME: JAN 0 6 2021

Time Striping Bid

MARGARET DARTER
FAULKNER COUNTY CLERK

BY 171 DC

BID INFORMATION AND BID SPECIFICATIONS

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Quantities

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Section 1: New Guardrail Installation

	UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1.	Per L.F.	Guardrail Type A	1,000	20.00	20,000.00
2.	Each	Terminal Anchor Posts Type 1	10	450.00	6500.00
3.	Each	Thrie Beam Guardrail Terminal	6	1,000.00	6,000-00
4.	Each	Guardrail Terminal Type II	6	1800.00	10,800.00
5.	Each	Flared Ends	10	50.°	500.00
6.	Each	Base Plated Posts	20	150.00	<u>3,000</u> .∞
7.	Each	Bridge End Terminal, AHTD Specs	4	24, <u>000. 80</u>	96,000.
8.	Per L.F.	Wire Rope Safety Fence AHTD Specs	500	18.00	7,000.00

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

	UNIT	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
2. 3. 4.	Per. L.F. Each Each Each Each Each Each	Guardrail Type A Terminal Anchor Posts Type 1 Thrie Beam Guardrail Terminal Guardrail Terminal Type II Flared Ends Base Plated Posts Mobilization Charge to Faulkner	1,000 16 10 16 10 26	16.05 500.00 1,000.00 1500.00 35.00 125.00 5,000.00	16,000.00 8,000.00 10,000.00 24,000.00 350.00 5,000.00
		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: \$ 218, 400°2
WRITTEN BID AMOUNT: two hundred eighteen thousand furhundred dollars
DATE: 12/17/20
CONTRACTOR AND ADDRESS: 5439 Arkhala Rd
Van Buren AR72956
SIGNATURE AND TITLE: Vice President
CONTRACTOR'S LICENSE NUMBER: OO 17280420



More Than a Promise 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 there insert full name and address or legal title of Chiner)

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 (S

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 scaled this	30th	day of December	2020
N-1:	-	Time Striping, Inc.	(F4)
(Windso)	ims	(Principal) (Title Vice Presiden	(Seal)
		SureTec Insurance Company	
Sisa MCClure	Communication of the Communica	(Surety) Many Color	è
		(Title) Mary Ann Justice, Atto	(Seal) rney-In-Fact

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,

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

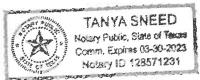


SURETEC INSURANCE COMPANY

Michael C. Keimig, President

State of Texas 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, 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_

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

Marker Surery

SureTec Insurance Company

1.100 m





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, Hudson

Jennifer Hudson BHC Insurance

TIMESTR-02

THE POLICY PERIOD

JHUDSON

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT Jennifer L. Hudson			
BHC Insurance	PHONE (A/C, No, Ext): (479) 459-4000 122 FAX (A/C, No): (479)	484-5185		
5500 Euper Lane P.O. Box 3529	E-MAIL ADDRESS jhudson@bhca.com			
Fort Smith, AR 72913-3529	INSURER S AFFORDING COVERAGE	NAIC#		
	INSURER A: United States Fire Insurance Company			
ort Smith, AR 72913-3529 NSURED Time Striping, Inc.	INSURER B : The North River Insurance Company	21105		
	INSURER C: Accident Fund Ins Co of America	10166		
P. O. Box 1236	INSURER D : Crum&Forster Specialty Ins Co	44520		
Van Buren, AR 72956	INSURER E: Allied World National Assurance Company	10690		
	INSURER F:			
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:			

IN	HIS IS TO CERTIFY THAT THE POLICII IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIRE	MENT, TERM OR CONDITION (OF ANY CONTRA D BY THE POLIC	CT OR OTHER	RED HEREIN IS SUBJECT T	
INSR		ADDL SU	BR POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	
A	X COMMERCIAL GENERAL LIABILITY	INSD W	VB	TWINIDON'T TITL	111111111111111111111111111111111111111	EACH OCCURRENCE	s 1,000,00
, ,	CLAIMS-MADE X OCCUR		506-899473-3	7/17/2020	7/17/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 300,00
	CEALINO-INVOC X		500.005.77.0.0			MED EXP (Any one person)	s 5,00
į.						PERSONAL & ADV INJURY	s 1,000,00
		1	V.			GENERAL AGGREGATE	s 2,000,00
	POLICY X PROLOCULOR					PRODUCTS - COMP/OP AGG	\$ 2,000,00
Α	OTHER: AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s 1,000,00
ľ	X ANY AUTO		506-899473-3 7/17/20		7/17/2021	17/2021 BODILY INJURY (Per person)	S
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	5
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	S
	AUTOS ONLY AUTOS ONLY	1 1					s
В	UMBRELLA HAB X OCCUR					EACH OCCURRENCE	s 2,000,00
_	X EXCESSILIAB CLAIMS-MADE		5821145208	7/17/2020	7/17/2021	AGGREGATE	s 2,000,00
	DED RETENTIONS 0						\$
C	1					X PER OTH-	
•	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCV6211197	7/17/2020	7/17/2021	E.L. EACH ACCIDENT	s 1,000,00
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA				E.L. DISEASE - EA EMPLOYEE	s 1,000,00
	If yes, describe under					E.L. DISEASE - POLICY LIMIT	1 000 00
-	If yes, describe under DESCRIPTION OF OPERATIONS below D Pollution Coverage		CPL110807	10/30/2019	10/30/2020	see below	
	Excess Liability		03124374	7/17/2020	7/17/2021	Aggregate \$5M/Occur	5,000,00
DES	CRIPTION OF OPERATIONS / LOCATIONS / VERIC	LES IACO	ORD 101. Additional Remarks Schedule,	may be attached if mor	e space is requi	red)	

DESCRIPTION OF OPERATIONS / LUCATIONS / PURPLES (ACORD 101, Administration States of the Contractor's Pollution Liability (Occurrence Form): \$1,000,000 Each Occurrence Limit / \$1,000,000 General Aggregate Limit / \$2,500 Deductible Each Incident.

CERTIFICATE NUMBER:

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

Re: 2021 Guardrail Project Bid

ACORD

COVERAGES

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

ACORD 25 (2016/03)

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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	\$24.00_	\$24,00.00
2.	Each	Terminal Anchor Posts Type 1	10	<u>\$250.00</u>	<u>\$2,500.0</u> 0
3.	Each	Thrie Beam Guardrail Terminal	6	\$300.00	<u>\$1,800.00</u>
4.	Each	Guardrail Terminal Type II	6	<u>\$1,600.0</u> 0	<u>\$9,600.0</u> 0
5.	Each	Flared Ends	10	\$60.00_	<u>\$600.00</u>
6.	Each	Base Plated Posts	20	<u>\$175.00</u>	<u>\$3,500.</u> 00
7.	Each	Bridge End Terminal, AHTD Specs	4	<u>\$1,500.0</u> 0	<u>\$6,000.00</u>
8.	Per L.F.	Wire Rope Safety Fence AHTD Specs	500	\$8.50	<u>\$4,250.</u> 00

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

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

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 CONTRACTOR'S LICENSE NUMBER: 0357890121

Bid Bond

CBB0058280

KNOW ALL ME AF&G, LLC PO Box 7776	N BY THESE PRESENTS,	that we (Here insert full name and address or legal title of Contractor)
Little Rock	AR 72217	(4)
as Principal, hereina	fter called the Principal, and nsurance Company	(Here insert full name and address or legal title of Surety).
Chandler OK 7483	34-3854	- OLL 1 11/1/2
a corporation duly of	ganized under the laws of the State (of Oklahoma
as Surety, hereinafte Faulkner County, Ar	r called the Surety, are held and firm	y bound unto (Here insert full name and address or legal title of Owner)
801 Locust Street	- maan	
Conway	AR 72034	
	er called the Obligee, in the sum of	Dollars (\$ Five Percent (5%) of Amount Bid
Five Percent (5%	6) of Amount Bid	
for the payment of ourselves, our heirs, these presents.	which sum well and truly to be ma executors, administrators, successo	de, the said Principal and the said Surety, bind ors and assigns, jointly and severally, firmly by
WHEREAS, The Pri	ncipal 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

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.

A F & G, LLC

(Principal) (Seal)

(Witness)

National American InsuranceCompany

(Sureny) (Seal)

Dolores Sims (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, 1987, 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 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 Aftorney(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. SERICAN INSURAN

NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere, Chairman & Chief Executive Officer

W. Brint faxlere

STATE OF OKLAHOMA COUNTY OF LINCOLN

SS:

On this 26rd 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.



OKLAHOMP

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 day of December

ATTORNEY remains in full force.
Signed and Sealed at the City of Chandler.



R. Patrick Gilmore, Secretary

Octue Silu

License No. <u>0357890121</u>

State of Arkansas Commercial Contractors Licensing Board

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

LITTLE ROCK, AR 72217	
This is to Certify That	AF&G LLC, D/B/A ARKANSAS FENCE & GUARDRAIL
	ions of Ark. Code Ann. § 17-25-101 et. seq. as ce Contracting in the State of Arkansas within cialties:
BUILDING - (COMMERCIAL & RESIDENTIAL) SPECIALTY HRA Miscellaneous & Specialty Items	
This contractor has an unlimited sugg	gested 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:
OF THE STATE OF	Mell That—
AR AN	CHAIRMAN CHAIRMAN
C. C	SECRETARY January 24, 2020 - srg

AF&GLLC-01

GGARNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2020

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

INSURER A: Crum & Forster Indemnity Co. 31348 INSURER B: Crum & Forster Indemnity Co. 42471 AF&G, LLC P.O. Box 7776 Little Rock, AR 72217 SUBJECT B: INSURER B: Crum & Forster Indemnity Co. 42471 INSURER B: Crum & Forster Indemnity Co. 42471 INSURER B: Crum & Forster Indemnity Co. 42471 INSURER B: INSURED ABOVE FOR THE POLICY PE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADD CLAMBER. INSURING BY THE POLICY BEEN BELD OR MAY PROJUCY BY INSURED ABOVE FOR THE POLICY BEEN BELD OR MAY PADD CLAMBER. INSURED TO THE INSURANCE ABOVE TO WHICH THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADD CLAMBER. INSURED TO THE INSURANCE ABOVE TO WHICH THE INSURANCE AFFORDED BY THE POLICY BE PADD CLAMBER. INSURED TO THE INSURED ABOVE TO WHICH BY THE POLICY BE PADD CLAMBER. INSURED ABOVE TO WHICH BY THE POLICY BY THE POLI	Meadors Adams & Lee, Inc. C.O. Box 3456 Meach C.O. Box 3456 Meach C.O. Box 3456 Meach C.O. Box 3456 Meach C.O.	Meadors Adams & Lee, Inc. P.O. Box 3456 P.O. Box 3456 Little Rock, AR 72203 Phone	31348 42471 POLICY PERIOD TO WHICH THIS
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	A Installation Floater 506-699346-4 07502227 Emili		31,02
A Installation Floater 506-899345-4 6/30/2020 6/30/2027 Emili		A Installation Floater 506-899346-4 6/30/2020 6/30/2027 Emili	5.1,5
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
A Installation Floater	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: 2021 Guardrail - Faulkner County	

ACORD 25 (2016/03)

ACORD

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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. Kevni Turker AF+G, LLC