

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

FILED  
TIME:

MAR 24 2022

MARGARET DARTER  
FAULKNER COUNTY CLERK  
BY *[Signature]* DC

IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS

COURT ORDER 22- 068

**IN THE MATTER OF  
ACCEPTING BID FOR  
BRIDGE REPLACEMENT ON MIDDLE ROAD**

Having opened and reviewed the submitted bids for bridge replacement on Middle Road on March 17, 2022. 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>Base Bid</u>	<u>Deductive Alternative</u>
Thomco, Inc.	\$557,225.00	\$16,800.00

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

Lentz Construction Co.	\$673,487.20	\$16,560.00
Seagraves Construction	\$787,650.00	\$18,000.00
Graylee Construction & Demolition	\$805,407.10	\$16,950.00
Mobley Contractors	\$832,679.21	\$15,445.20
Steep Creek LLC	\$1,285,944.65	\$34,680.00

IT IS SO ORDERED

*[Signature]*  
Jim B. Baker  
Faulkner County Judge  
March 21, 2022



**BID TABULATION  
MIDDLE RD. BRIDGE REPLACEMENT  
FAULKNER COUNTY  
CONWAY, ARKANSAS**

March 17, 2022 @ 9:00 A.M.  
Faulkner County Judge's Office  
810 Faulkner St.  
Conway, AR 72034

CONTRACTOR'S NAME	ADDRESS	ARKANSAS LICENSE NO.	BASE BID	ALT. NO. 1
GRAYLEE CONSTRUCTION & DEMOLITION	2311 Peyton Street Ward, AR 72176	0362520323	\$ 805,407.10	\$16,950.00
LENTZ CONSTRUCTION CO.	194 Sardis Road Morrilton, AR 72110	0044170422	\$ 673,487.20	\$16,560.00
MATTCO SERVICES	90 Layman Loop Springfield, AR 72157		NO BID	
MOBLEY CONTRACTORS	P.O. Box 150 Morrilton, AR 72110	0003660922	\$ 832,679.21	\$15,445.20
SEAGRAVES CONSTRUCTION	P.O. Box 605 Pocahontas, AR 72455	0218740522	\$ 787,650.00	\$18,000.00
STEEP CREEK LLC	14 Woodruff Lane Conway, AR 72032	0405500321	\$1,285,944.65	\$34,680.00
THOMCO INC.	P.O. Box 339 N. Little Rock, AR 72113	0013770123	\$ 557,225.00	\$16,800.00
WEAVER-BAILEY CONTRACTORS	1601 Mayor Lane Conway, AR 72032		NO BID	

I hereby certify that this is a true copy of the bids as taken on the above-named project at the time and place stated. All bids have been computed and verified in our office and found to be correct unless otherwise noted.

  
\_\_\_\_\_  
Wayne Menley, P.E.  
Project Engineer

FILED

MAR 17 2022

MARGARET DARTER  
FAULKNER COUNTY CLERK

BY Watters DC

REMIT TO:  
ARKANSAS DEMOCRAT-GAZETTE INC.  
P.O. BOX 2221  
LITTLE ROCK, AR 72203

For Billing Questions call: 501-399-3660

# Arkansas Democrat Gazette

## STATEMENT OF LEGAL ADVERTISING

FAULKNER COUNTY JUDGE  
810 FAULKNER ST  
CONWAY AR 72034

ATTN: Wayne Menley

DATE : 03/06/22 INVOICE #: 3257897  
ACCT #: L6005279 P.O. #:

### AD COPY

STATE OF ARKANSAS, }  
COUNTY OF PULASKI, } ss.

I, Charles A McNeice Jr, do solemnly swear that I am the Business Manager of the Arkansas Democrat-Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement the matter of:

bid

pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

DATE	DAY	LINAGE	RATE	DATE	DAY	LINAGE	RATE
02/27	Sun	86	1.57				
03/06	Sun	86	1.57				

TOTAL COST ----- 270.04  
Billing Ad #: 75523424

Charles A McNeice Jr

Subscribed and sworn to before me on this 7

day of Mar, 2022

Deanna Griffin  
Signature of Notary Public

OFFICIAL SEAL - #12347408  
**DEANNA GRIFFIN**  
NOTARY PUBLIC-ARKANSAS  
PULASKI COUNTY  
MY COMMISSION EXPIRES: 03-30-26

# Arkansas Democrat Gazette

## STATEMENT OF LEGAL ADVERTISING

THIS PAGE USED FOR ADDITIONAL AD COPY SPACE AS NEEDED.

PAGE MAY BE BLANK

### ADVERTISEMENT FOR BIDS

Separate sealed bids for BRIDGE REPLACEMENT ON MIDDLE ROAD FOR FAULKNER COUNTY, ARKANSAS, will be received by Faulkner County at the County Judge's Office, 810 Faulkner Street, Conway, AR 72034, until 9:00 o'clock A.M., on March 17, 2022, and then at said location publicly opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, Forms of Bid Bond, Performance and Payment Bond, and other Contract Documents may be examined at the following locations:

Miller-Newell Engineers, Inc.,  
510 Third Street, Newport, AR

County Judge's Office, 810  
Faulkner Street, Conway, AR

Dodge Plans Room,  
([www.dodgeplans.construction.com](http://www.dodgeplans.construction.com))

Construction Market Data  
([www.cmdgroup.com](http://www.cmdgroup.com))

Southern Reprographics, 901  
West Seventh, Little Rock, AR

Copies of the Contract Documents may be obtained at the office of MILLER-NEWELL ENGINEERS, INC., 510 Third Street, Newport, Arkansas 72112, upon the payment of \$100.00 for each set. Unsuccessful bidders will be refunded \$100.00 upon return of the Contract Documents in usable condition within 14 days after receipt of bids.

The Owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid security in the amount, form and subject to the conditions provided in the Information for Bidders.

In accordance with Act 150 of 1965, as amended, all bidders shall conform to the requirements of the Arkansas State Licensing Law for Contractors.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

This Advertisement for Bids is being published by and paid for by the following:

Hon. Jim Baker  
Faulkner County  
810 Faulkner Street  
Conway, AR 72034

The amount of this publication is \$270.04.

Jim Baker, County Judge  
755234241

ADVERTISEMENT FOR BIDS

FILED

MAR 17 2022

MARKET DARTER  
FAULKNER COUNTY CLERK

PROPOSAL FORM

BY                      DC

DATE: March 17, 2022

Proposal of Thomco, Inc

(hereinafter called "Bidder"), a corporation, organized and existing under the laws of the State of Arkansas.

TO: FAULKNER COUNTY, ARKANSAS (Hereinafter called "Owner")

GENTLEMEN:

The Bidder, in compliance with your invitation for bids for the furnishing of materials and/or labor for BRIDGE REPLACEMENT ON MIDDLE ROAD FOR FAULKNER COUNTY, ARKANSAS, having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials, hereby proposes to furnish all materials and supplies in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. These prices are to cover all expenses incurred in furnishing the equipment/materials required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the contract within **one hundred eighty (180) consecutive calendar days** thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$300.00 for each calendar day thereafter as hereinafter provided in Section 34 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

Addendum No 1  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder agrees to perform all the work required and to furnish all material required to be furnished to cover the finished work as described in the Specifications and as shown on the Plans for the following prices:

**BID SCHEDULE**

**BASE BID:**

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1. Site Preparation (Including Removal of Existing Bridge and Roadway)	1	LS	\$ <u>20,000.<sup>00</sup></u>	\$ <u>20,000.<sup>00</sup></u>
2. Cut	175	CY	\$ <u>20.<sup>00</sup></u>	\$ <u>3,500.<sup>00</sup></u>
3. Fill	600	CY	\$ <u>30.<sup>00</sup></u>	\$ <u>18,000.<sup>00</sup></u>
4. Crushed Stone	330	TON	\$ <u>35.<sup>00</sup></u>	\$ <u>11,550.<sup>00</sup></u>
5. Asphalt Surface Course	120	TON	\$ <u>140.<sup>00</sup></u>	\$ <u>16,800.<sup>00</sup></u>
6. Riprap	575	TON	\$ <u>45.<sup>00</sup></u>	\$ <u>25,875.<sup>00</sup></u>
7. Construct 90' x 24' Bridge, Including End Abutments, Intermediate Bent, Wingwalls, etc., Complete and In Place	1	LS	\$ <u>403,000.<sup>00</sup></u>	\$ <u>403,000.<sup>00</sup></u>
8. Guard Rail	1	LS	\$ <u>26,000.<sup>00</sup></u>	\$ <u>26,000.<sup>00</sup></u>
9. Clean Up	1	LS	\$ <u>5,000.<sup>00</sup></u>	\$ <u>5,000.<sup>00</sup></u>
10. Trench/Excavation Safety System	1	LS	\$ <u>1,000.<sup>00</sup></u>	\$ <u>1,000.<sup>00</sup></u>
11. Bridge Plaque	1	LS	\$ <u>1,500.<sup>00</sup></u>	\$ <u>1,500.<sup>00</sup></u>
12. Miscellaneous	1	LS	\$ <u>25,000.<sup>00</sup></u>	\$ <u>25,000.<sup>00</sup></u>
<b>TOTAL BASE BID</b>				\$ <u>557,225.<sup>00</sup></u>

WRITTEN IN WORDS: Five hundred fifty-seven thousand two hundred twenty-five  
dollars and no cents

**Deductive Alternative No. 1:**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Delete 3" Asphalt Paving (Paving to be completed by Faulkner County)	120	Ton	\$ <u>140.<sup>00</sup></u>	\$ <u>16,800.<sup>00</sup></u>
<b>Total Deductive Alt. No. 1</b>				\$ <u>540,425.<sup>00</sup></u>

WRITTEN IN WORDS: \_\_\_\_\_

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of 5% of Total Bid Dollars (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

RESPECTFULLY SUBMITTED,

By: *[Signature]*  
Signature

*President*  
Title

(SEAL if bid is by corporation)

BUSINESS ADDRESS:

*9001 Crystal Hill Road*  
*North Little Rock, AR 72113*

*0013770123*  
CONTRACTOR'S ARKANSAS  
LICENSE NUMBER

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Thomco, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Hartford Fire Insurance Company,

of One Hartford Plaza, Hartford, Connecticut, a corporation duly organized under

the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

Faulkner County, Arkansas as Obligees, hereinafter called the Obligees,

in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of 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 Bridge Replacement on Middle Road, Faulkner County, Arkansas

NOW, THEREFORE, if the Obligees shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligees 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 Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees 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 17th day of March, 2022

Ginger Sappuniga  
\_\_\_\_\_  
Witness

Thomco, Inc. (Seal)  
Principal  
Pat McHaffy  
\_\_\_\_\_  
Pat McHaffy President Title

Wally Clwenger  
\_\_\_\_\_  
Witness

Hartford Fire Insurance Company  
By Judy Schoggen  
\_\_\_\_\_  
Judy Schoggen Attorney-in-Fact



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: THE CASHION COMP INS & BONDING LLC  
 Agency Code: 38-591481

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Lola Burton, Benson A. Cashion, Matthew K. Cashion, Jr., Holly Clevenger, Michael G. Dornblaser, Lee W. Jackson, Julie Martin, Judy Schoggen of LITTLE ROCK, Arkansas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Noelle Ciccone  
 My Commission #FF029702  
 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 17, 2022

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President