

NOTICE TO BIDDERS

Faulkner County will be accepting sealed bids for resurfacing roads with a 2-part process. Step 1: rejuvenating mass crack treatment, and Step 2: type 3 high polymer micro surfacing, on various county roads.

Bid specifications and Submittal forms may be obtained from the Faulkner County Judge's Office or online at <https://www.faulknercountyar.gov/business/rfp>.

Bids will be accepted until **9:00 a.m. on Monday May 4, 2026**, at which time the Bids will be opened and read in the County Judges office, 801 Locust Street, Conway Arkansas 72034.

Faulkner County reserves the right to accept or reject any or all bids placed and waive formalities.

Direct questions and requests for clarifications related to this bid to Ashlie West at (501) 450-4900.

Sealed Bids may be mailed or hand delivered to:

Faulkner County Judge's Office
Attn: **2026 Cape Seal Project Bid**
801 Locust Street
Conway AR, 72034

The Faulkner County Road Department paid \$ for this publication.

BID INFORMATION AND BID SPECIFICATIONS

FOR

CONTRACTOR BIDDING PROJECT

THIS BID PACKET CONTAINS INFORMATION

CONCERNING PROJECT FOR

FAULKNER COUNTY, ARKANSAS

COUNTY JUDGE ALLEN DODSON

2026 Cape Seal Project

April 13, 2026

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

Sealed Bids may be mailed or hand delivered to:

Faulkner County Judges Office
Attn: **2026 Cape Seal Project Bid**
801 Locust Street
Conway, AR 72034

It is the responsibility of the bidder to read and comply with all conditions listed in this bid packet.

DATE ISSUED: April 13, 2026

DATE & TIME OF BID OPENING: Monday, May 4, 2026, at 9:00 am

Faulkner County is requesting competitive sealed bids to establish a contract for cape seal road resurfacing for the unincorporated area of Faulkner County 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 Judge's Office 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, fax, or electronic mail 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.

Direct questions and requests for clarifications related to this bid to Ashlie West at (501) 450-4900.

References: Provide a list of at least three (3) government and or commercial clients for which the Company has performed/provided similar services within the past two years. Include the company name, address, phone number, e-mail and a brief description of the contractual relationship.

Mandatory Pre-Construction Conference/Site Visit:

Faulkner County Will require a mandatory Pre-Construction Conference at 801 Locust, Conway, AR., 72034, no more than (30) Calendar days prior to the start of construction.

DESCRIPTION OF WORK:

There are approximately 6.9 road miles, 88, 853 square yards, 3 individual roads to be resurfaced using the Arkansas Department of Transportation Special Provision Specifications. A (2) two-part process:

Step 1: Rejuvenating Mass Crack Treatment

Step 2: Type 3 High Polymer Micro Resurfacing.

All quantities are estimated. Aggregate is estimated at 20 lbs. per square yard on step 1. Aggregate is estimated at 25 lbs. per square yard on step 2. Faulkner County reserves the right to lower quantities if excess amount of aggregate is having to be reclaimed.

The Rejuvenating Mass Crack Treatment must be allowed to cure for a minimum of (5) five consecutive days prior to applying the Type 3 High Polymer Micro Resurfacing.

The Type 3 High Polymer Micro Resurfacing must be applied within a maximum of (15) fifteen consecutive days after the Rejuvenating Mass Crack Treatment.

All work, mixes, applications, and compactions must conform to ARDOT specifications (attachments A&B) and attachment C which amends table 4 of ARDOT Special Provision High Polymer Microsurfacing.

Prior to any construction the contractor must provide Faulkner County with a complete Mix Design Specification covering the specific materials used on the projects. After approval, NO substitutions will be permitted, unless approved by Faulkner County.

Faulkner County will inspect all construction, any weekend or holiday day work shall require prior approval.

Traffic control and signage is the responsibility of the contractor and must conform to the Manual of Uniform Traffic Control Devices (M.U.T.C.D.) and subject to review and approval by Faulkner County. One (1) lane of traffic shall be maintained at all times.

All prep work, for example, shoulder cutting, clipping, leveling shall be the responsibility of the contractor.

Contractor will be responsible for marking the center line of any marked roads with temporary marking tape. 4" x 12" foil backed yellow marking tape every 30' of resurfaced roadway. Faulkner County will be responsible for striping all **permanent** pavement markings.

Contractor will be responsible for cleaning up all excess aggregate on resurfaced roads, to include, the extent of the right of way. Spoils shall not be left on shoulders or ditches. Contractor may retain spoils or coordinate with Faulkner County for disposal.

All sub-contractors must be approved by Faulkner County.

Contractor shall distribute notifications such as "door hangers" to each resident living on each road under construction, at least 24 hours prior to start of construction.

Faulkner County reserves the right to stop construction if any of the above-mentioned agreements are not fulfilled.

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, the bidder must deliver new commodities of the latest design, unless otherwise specified in the "Invitation to Bid".
2. Sales or use tax is not to be shown in the 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. In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
5. 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.
6. Samples of items when required, must be furnished free and, if not called for within 30 days of the date of the bid opening, will become the property of Faulkner County.
7. 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.
8. 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.
9. The bidder must include in any and all subcontracts a provision similar to the 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. 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.
- c. 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.
- d. Successful bidder must furnish a 100% performance and 100% payment bond written and approved by a surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner. The bonds shall be accompanied by duly authenticated or certified documents, in duplicate and must be furnished at the time of Contract execution. The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

16. **LIQUIDATED DAMAGES:** 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. If Contractor fails to meet this delivery date, liquidated damages in the amount of \$1,500.00 per day will be imposed on the first day following the maximum delivery and/or Faulkner County will have the option to go to the next lowest responsive bidder for completion of the project. If this delivery schedule cannot be met, the bidder must state the number of days they require to place commodity in Faulkner County's designated locations. Failure to state delivery time obligates bidder to complete delivery within Faulkner County's requested timeframe. Should the successful bidder not meet delivery requirements, the County will move to the next lowest contractor's responsive bid.

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. **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.
22. **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.
23. **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.

24. **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.

25. **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.
26. **COMPLETION DATE:** Faulkner County will require the Contractor to submit in writing the projected dates work will begin, and projected completion dates in accordance with the ARDOT Standard Specifications provided. Once the Contractor has submitted the projected dates, Faulkner County will issue a Notice to Proceed. The Contractor will be expected to begin work within (10) calendar days of the Notice to Proceed. Faulkner County understands that completion of work is weather permitting and limitation of placement between the dates of April 01, 2026 through October 15, 2026, as specified by the ARDOT Standard Specifications.

27. **QUANTITIES:** Quantities set forth in this Invitation to Bid are estimates. Faulkner County reserves the right to increase or decrease these quantities during the term of the agreement. The supplier must furnish the quantity ordered, whether more or less than the estimate.

	Description	Unit	Quantity	Unit Cost	Total
1	CLASS 4 AGGREGATE	Tons	889		
2	CMS-1PC (ASPHALT EMULSION)	Gallons	26,656		
3	TYPE 3 HIGH POLYMER MICRO SURFACE	Sq Yard	88,853		
5	MOBILIZATION	Lump			
6	TRAFFIC CONTROL AND SIGNAGE	Lump			
7	SITE PREP	Lump			

BID SHEET
FAULKNER COUNTY, ARKANSAS

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

BID AMOUNT: _____

WRITTEN BID AMOUNT: _____

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.

COMPANY:

PHONE NUMBER:

COMPANY ADDRESS:

SIGNATURE OF AUTHORIZED PERSON:

DATE:

PRINTED NAME:

TITLE:

ARKANSAS SALES OR USE TAX NUMBER: _____

STATE CONTRACTORS LICENSE NUMBER: _____

Company

Company Address

References:

Name _____ Address

Phone Number

Email

Brief description of contractual relationship: _____

Name _____ Address

Phone Number

Email

Brief description of contractual relationship: _____

Name _____ Address

Phone Number

Email

Brief description of contractual relationship: _____

Contract(s) Lost:

List all contracts which were canceled or not renewed during the past five (5) years and the reasons for cancellation or non-renewal. This list shall include the name and telephone number of the primary contact of each contract.

Cape Seal Projects Summary & Quantities, 2026


<u>Road Name</u>	<u>Treatment</u>	<u>Length (feet)</u>	<u>Width (feet)</u>	<u>Square Yards</u>	<u>Class 4 Tons</u>	<u>CMS-1PC Gallons</u>	<u>Microsurface Square Yards</u>
Matt Abbott Dr	Cape Seal-Scrub/Micro	14,927	22	36,488	365	10,946	36,488
Roden Mill Rd	Cape Seal-Scrub/Micro	9,422	22	23,032	230	6,909	23,032
Pickles Gap Rd	Cape Seal-Scrub/Micro	12,000	22	29,333	293	8,800	29,333
		36,349		88,853	889	26,656	88,853

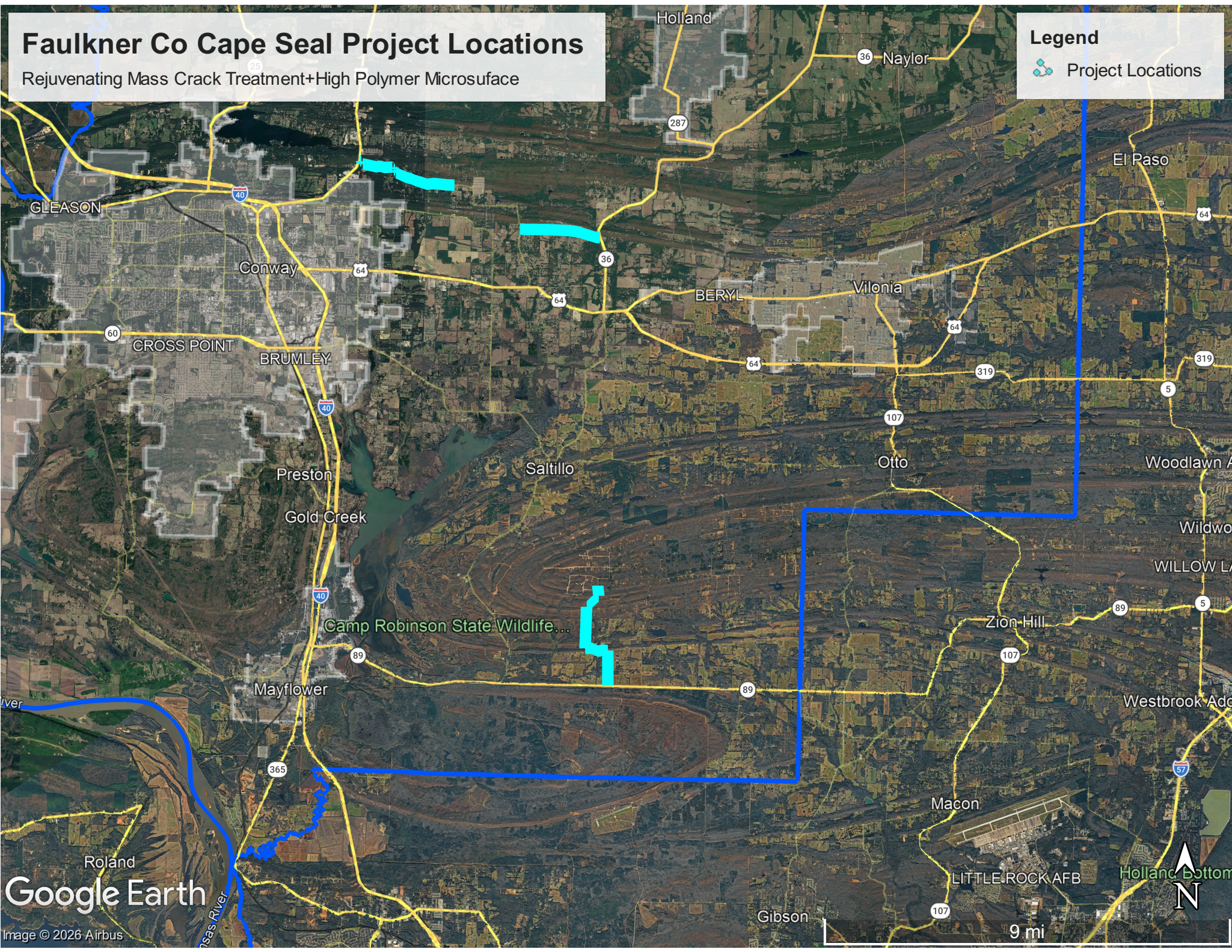
Miles: 6.9

Faulkner Co Cape Seal Project Locations

Rejuvenating Mass Crack Treatment+High Polymer Microsurface

Legend

-  Project Locations



Google Earth

Image © 2026 Airbus

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