IN THE COUNTY COURT OF BAXTER COUNTY, ARKANSAS

IN THE MATTER OF THE PURCHASE OF GALVANIZED METAL CULVERTS TO BE USED BY THE BAXTER COUNTY ROAD & BRIDGE DEPARTMENT

COURT ORDER NO. 2025 – 33

NOW, on this 22nd day of April, 2025, a day on which this Court deems to be in session, comes on for consideration the purchase of galvanized, corrugated metal pipe to be used by the Baxter County Road & Bridge Department. From the records of said solicitations of bids, the Court finds the following:

- 1. That all potential bidders, engaged in selling metal pipe, who have applied in the office of the County Judge, an ex-officio purchasing official for Baxter County, stating a desire to be placed on a list of eligible bidders in that class of commodities, have been supplied with ample specifications.
- 2. That on the 26th day of March, 2025, said purchasing officer advertised for bid metal pipe by placing a legal notice in The Baxter Bulletin, a newspaper having general circulation in Baxter County, Arkansas. The notice of publication and a copy of said specifications are hereto attached as Exhibits A and B respectively.
- 3. On April 21st, 2025, Metal Culverts, Inc. Sales and Southwest Sales delivered or caused to be delivered their bids at the time and place appointed in the bid notice. No other bids were submitted.
- 4. At 9:00 a.m. on the 22nd day of April, 2025, said bids were opened and publicly read in the office of the County Judge. Metal Culverts, Inc. submitted a bid as shown by Exhibit C and Southwest Sales submitted a bid as shown by Exhibit D.
- 5. It was determined to be in the best interest of Baxter County to accept the bid from Metal Culverts, Inc. A copy of the bid acceptance is hereto attached as Exhibit E.

IT IS THEREFORE the order of this Court that the bid from Metal Culverts, Inc. is hereby approved and accepted and the Clerk of this Court shall docket this copy and cause a copy of this order and supporting documents to remain on file for public inspection.

Kevin Littv

Baxter County Judge

File Type C202500038

FILED FOR RECORD
BY: LISA PEMBERTON ORDER COUNTY

04-22-2025 04:17:03 PM

CANDA REESE BAXTER CO AR CIRCUIT OFRK **ELECTED OFFICIALS**

KEVIN LITTY County Judge

CANDA REESE County and Circuit Clerk

JOHN MONTGOMERY Sheriff

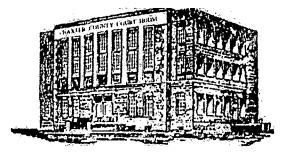
> TERESA SMITH Collector

> > JENAY MIZE Treasurer

JAYME NICHOLSON Assessor

CHARLES L. SLATER, JR. County Surveyor

BRADLEY HAYS
County Coroner



COUNTY OF BAXTER

ONE EAST SEVENTH STREET
MOUNTAIN HOME, ARKANSAS 72653

DENNIS FRANK District 1 MIKE MCDONALD District 2 RICK STEINER District 3 WILLIAM DIRK WALDROP District 4 MARYANNE EDGE District 5 LISA HOUSE District 6 **BOB NAULT** District 7 **EDDIE GRIFFIN** District 8 **CAMERON DAVIS** District 9

SHANNON WALKER

District 10

ERIC PAYNE

District 11

QUORUM COURT

March 26, 2025

BID NOTICE

Baxter County, Mountain Home, Arkansas will accept bids for the purchase of Culverts to be used by the Baxter County Road & Bridge Department.

Bids will be accepted in the office of the Baxter County Judge, 1 E. 7th Street, Suite 303, Mountain Home, AR 72653, until 4:00 P.M. on Monday, April 21, 2025. All bids will be opened and read publicly at 9:00 a.m. on Tuesday, April 22, 2025, in the Baxter County Judge's Office.

Additional information and specifications may be obtained by contacting the Road & Bridge Dept at 870-425-3695, Mon. thru Thursday, 7:00 a.m. – 5:30 p.m.

Please mark the outside of the envelope with "Culverts Bid".

Baxter County reserves the right to accept and/or reject any and all bids.

Kevin Litty Baxter County Judge

Exhibit A

AFFIDAVIT OF PUBLICATION

State of Arkansas, County of Baxter, ss:

Lessia longs from being duly sworn according to law, state that I represent the publisher of the Baxter Bulletin, a daily newspaper in said county, and that I am duly authorized to and do make this affidavit for the dates of publication herein after stated, and that said newspaper has a bona fide circulation in said county at said dates, and has been published in said county for a period of more than one month next before the date of the first publication of the advertisement hereto annexed, and that the said advertisement was published in said newspaper on the following dates:

rrom	03/20/2023	ю	03/20/20	23	both inclusiv
2nd ins	ertion, Vol. 12 sertion, Vol ertion, Vol ertion, Vol	, N , N	lo, o,	<u>/26/2</u>	<u>025</u>
Accou	nt# <u>8008081</u>				
Ad# <u>17</u>	<u>9218</u>	مدعل	ucado	mer of	ntm)
Subset	bed 46 and sw				
	04-203 To		90	7	$\overline{}$
E 80 .	PUBLIZA		Nota	гу	
My co	OM. # 127 & F COUNTY Hitmasion/Expi	ies Z	Vov.	4	2031
Filed a	and Recorded _		·	-	
(Public	cation Fee. \$32	2.75)			

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Kevin Litty : 6 Baxter County Judge

Exhibitly



Corporate/Midwest Sales Office

P.O. Box 330 728 Heisinger Rd Jefferson City, MO 65102

sales@metalculverts.com

(573) 636-7312 Fax (573) 634-8729

PROPOSAL

Albert Lea, MN 56007 507-373-3726 albertlea@metalculverts.com

120 MARCH

Evansville, WI 53536 608-882-5336 evansville@metalculverts.com

Monmouth, IL 61462 309-734-4113 monmouth@metalculverts.com

Marvville, MO 64468 660-582-4962 maryville@metalculverts.com

Havana, IL 62644 309-543-2271 havana@metalculverts.com

DUE DATE: APRIL 21, 2025 @ 4:00PM

BID OPENING DATE: APRIL 22, 2025 @ 9:00 AM

BAXTER COUNTY ROAD DEPT. ATTN: MICKY D. PENDERGRASS 1 E. 7TH STREET SUITE 303 MOUNTAIN HOME, AR 72653

JOB & LOCATION:

2025 CMP PRICING

BAXTER COUNTY, ARKANSAS

LOC-SEAM SPIRAL W/ RECORRUGATED ENDS PLAIN GALVANIZED CORRUGATED METAL PIPE $2-2/3'' \times 1/2''$ CORRUGATION

					2-2/3"	X 1/2	COKKOGATI	.OM				
15 "	16GA	GALVAI	NIZED	CMP	•					$_{ m LF}$	@	\$ 18.40/LF
18"	16GA	GALVAI	NIZED	CMP						$_{ m LF}$	@	\$ 21.80/LF
24"	16GA	GALVAI	NIZED	CMP						$_{ m LF}$	@	\$ 29.20/LF
30"	16GA	GALVAI	NIZED	CMP	:					$_{ m LF}$	@	\$ 35.75/LF
36"	14GA	GALVAI	NIZED	CMP						LF	<u>a</u>	\$ 53.80/LF
42"	14GA	GALVAI	NIZED	CMP			•			$_{ m LF}$	@	\$ 63.00/LF
48"	14GA	GALVAI	NIZED	CMP						$_{ m LF}$	@	\$ 71.85/LF
17"	x 13"	(15"	ARCH)	16GA	GALVANIZED	CMP		.,	*	LF	@	\$ 19.80/LF
21"	x 15"	(18"	ARCH)	16GA	GALVANIZED	CMP				$_{ m LF}$	@	\$ 23.25/LF
28"	x 20"	(24"	ARCH)	16GA	GALVANIZED	CMP				$_{ m LF}$	@	\$ 31.35/LF
35"	x 24"	(30"	ARCH)	14GA	GALVANIZED	CMP				$_{ m LF}$	@	\$ 47.35/LF
42"	x 29"	. (36"	ARCH)	14GA	GALVANIZED	CMP				$_{ m LF}$	@	\$ 56.45/LF
49"	x 33"	(42"	ARCH)	12GA	GALVANIZED	CMP				$_{ m LF}$	@	\$ 91.60/LF
57 "	x 38"	(48"	ARCH)	12GA	GALVANIZED	CMP				$_{ m LF}$	@	\$ 104.15/LF

ABOVE PRICES ARE BASED ON \$6,500.00 MINIMUM ORDER PRICES VAILD THROUGH DECEMBER 31, 2025

THIS QUOTE IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS; AND TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTE WHICH ARE A PART HEREOF. METAL CULVERTS INC RESERVES THE RIGHT TO ESCALATE PRICES OR WITHDRAW IF THESE TERMS ARE NOT ACCEPTED AS STATED.

THIS QUOTE IS FOR ABOVE QUANTITIES. IF ANY ADDITIONAL QUANTITIES FOR THIS CONTRACT ARE REQUIRED, PURCHASER IS REQUIRED TO PROCURE A NEW QUOTE FOR THOSE ADDITIONAL QUANTITIES.

TERMS: NET 30 DAYS (BASED ON APPROVED CREDIT)

TAXES: NOT INCLUDED. WITHOUT PROPER EXEMPTION, SALES TAX WILL BE APPLIED.

DELIVERY: F.O.B. JOBSITE

CONNECTING BANDS:

7" WIDE BANDS SAME AS 1' OF PIPE

12" WIDE BANDS SAME AS 1.5' OF PIPE

24" WIDE BANDS SAME AS 2' OF PIPE

{BAXTER.042125}

Date accepted, subject to and including all of said Terms and conditions on the reverse side. *Final acceptance and Approval of price terms and other is reserved to Corporate Office.	
	Sales Representative
Buyer	
	Phone (Sales Rep)
Authorized By	
· · · · · · · · · · · · · · · · · · ·	(Office)
Phone	· · · · · · · · · · · · · · · · · · ·
	Final Authorization
Requested Delivery Date	Director of Sales, Metal Culverts, Inc.

*TERMS: Standard Price Terms are Net 30 Unless Otherwise Agreed Upon and Approved. INTEREST: The lesser of 1-1/2% per month or maximum amount of interest allowed by law.

xhibit C

TERMS AND CONDITIONS

- Any quotation by Seller is merely and invitation for an offer from potential customers. All resulting customer offers (orders) are thus subject to acceptance at Seller's General Office at Jefferson City, Missouri before a contract is formed. All orders shall be construed under and governed by the laws of the State of Missouri. In all actions between Buyer and Seller the venue shall be in the county of Seller's principal place of business. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL CUSTOMER OFFERS (ORDERS) RESULTING HEREFROM MUST INCLUDE ALL TERMS AND CONDITIONS PRINTED HEREON. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this form without prompt written objection thereto or from acceptance by Buyer of all or any part of the goods offered. In the interpretation of this proposal, the Terms and Provisions of the Current Edition of the American Association of State Highway and Transportation Officials (A.A.S.H.T.O) shall apply except as otherwise provided.
- 2. Unless otherwise agreed, payment shall be made by Buyer on the 10th of each month for the value of materials and/or labor furnished during the previous month and all payments shall be payable to Seller at Jefferson City, Missouri. Payments made after the 10th of each month shall, at Seller's option, bear interest at the rate of 1 ½% per month. In any event, full payment is due within 30 days of invoice date. Seller reserves the right to stop delivery on any contract if payment terms are not met in the time specified, or a maximum of 45 days from invoice date. The above terms of payment assume that Buyer has a favorable credit standing, and if investigations should indicate otherwise or if at any time there are unfavorable developments which, in the sole judgment of Seller, affect Buyer's credit rating, or the status of Buyer's account, Seller may require new terms of payment before proceeding further with this contract. Acceptance by Seller of less than full payment shall not be a waiver of any or Seller's Credit Division, and Seller may at any time refuse to manufacture of ship if—Buyer fails to fulfill the terms and conditions of payment or fails to provide security satisfactory to Seller's Credit Division.
- 3. Prices set forth herein are binding on Seller only for a period of 30 days from the date of this quotation. All prices at the end of the 30 days shall be subject to review by Seller. No allowance will be made for labor, repairs, or alterations, performed by Buyer shall pay all applicable Federal, State or Local taxes B Sales, Use or Excise taxes (by way of illustrations, not limitation). Cash discounts, if any, apply only to the cost of the merchandise, not taxes or delivery charges. No discount will be allowed if full prices is not paid after the date established under terms.
- 4. Unless otherwise agreed to in writing by Seller, Buyer hereby agrees to take delivery of the materials within thirty (30) days after the wanted date set forth in this contract. In the event that Buyer does not arrange to take delivery of the materials in accordance with this contract, Seller, at Seller's Option, may: (a) invoice Buyer for the materials less freight if applicable: store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoices: charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials: add any applicable price increases listed on the face of the order; charge for any repair work to protective coating harmed by weathering while such materials is being stored; and charge applicable freight when shipment to Buyer is made; or (b) cancel the order and invoice Buyer for cancellation charges. If option (a) is elected by Seller, materials remaining in storage after sixty (60) days from the invoice date shall become the property of Seller for disposition at Seller' discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings.
- 6. Unless Buyer accepts delivery at Seller's plant or other agreed point, risk of loss or title to all merchandise ordered shall pass to Buyer upon delivery point of said merchandise Delivery shall be deemed completed when said merchandise, loaded on the delivery vehicles, reaches the designated delivery point or as close thereto as the vehicle operator deems safe and practicable for loaded motor trucks and trailers operating under their own power. However, Buyer will unload all specials items at Buyer's own risk and expense, If Buyer accepts delivery at Seller's plant or other agreed point, risk of loss or title passes when loaded on Buyer's or Buyer's agent's vehicle.
- 7. Claims respecting the condition of goods, compliance with specifications, any other matter affecting the goods, and any action by Buyer under this contract must be made promptly by Buyer, but in no event later than nineth (90) days after receipt of the goods by Buyer or if not goods are delivered within six 96) months after the cause of action accrues. Buyer should be aside, protect and hold such goods without further processing until Seller has an opportunity to inspect such goods and advise Buyer of the disposition if any, to be made of such goods, No goods, in any event shall be returned without first securing the authority of Seller, No allowance will be made to Buyer for materials or labor involved in the movement of rejected goods from the plant of Buyer.
- 8. If any goods should arrive at Buyer's Destination in a damaged condition or should a shortage exist, the damage of shortage shall immediately be reported to the delivery carrier and Seller. In case of damaged goods a joint inspection of the loaded car, truck or barge shall be arranged with representatives of the carrier and Seller, Where the carrier's equipment cannot be held for inspection, the materials shall be unloaded protected and held for joint inspection. Before unloading, the alleged damage or shortage shall be noted on the carrier's delivery receipt and signed by the carrier's agent.

- Any losses occasioned by shortage or damage in transit shall be from the account of Buyer.
- 10. Seller's liability hereunder shall be limited to the obligation to replace products proven to have failed to meet the inspection or to have been defective in quality or workmanship at the time of delivery (f.o.b. point), or allow credit therefore, at Seller's option. Seller shall NOT have any liability for any damages in connection herewith on the products to be delivered hereunder, in an amount exceeding the purchase price of the products sold hereunder. In no event shall Seller have any liability for commercial loss, claims for labor, cost profits, or incidental, indirect or consequential damages of any other type, if is expressly agreed that Buyer's remedies expressed in this paragraph are Buyer's exclusive remedies.
- 11. In no event shall Seller be liable for any claims for labor or for any direct, incidental, indirect, or consequential or any other damages resulting from failure or delay in delivery. NO delivery dates are guaranteed. Buyer's sole and exclusive remedy for failure or delay in delivery is to cancel this order, which cancellation shall be promptly communicated in writing to Seller. Any such cancellation shall not affect Buyer's obligation to pay for goods which are not part of Seller's standard inventory and which were acquired or manufactured prior to notice of cancellation.
- 12. Seller shall use all reasonable efforts to comply with Buyer's request as to method of transportation, but Seller recurves the right, if such method of transportation is not available to use an alternate method of transportation, whether or not at a higher rate, In any such case, Seller shall notify Buyer of any such changes as promptly as possible.
- 13. It is expressly understood that any technical advice furnished by Seller with respect to the use of its goods or services is given without charge, and Seller assumes no obligations of liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk. Buyer hereby agrees to hold harmless Seller and indemnify Seller against anu failure of Buyer to follow instructions from Seller as to use, applications, handling, installation or preparation of any goods, product or merchandise delivered by Seller.
- 14. Seller will not be liable for any delay in performance resulting in whole or in part from fires, floods, or other catastrophes: unusually severe weather conditions: strikes, lockouts or labor disruptions: wars, riots or embargo delays: mill conditions: shortages of transportation or other equipment, fuel, labor or materials: epidemics or pandemic; government orders, mandates or regulations, including but no limited to shut-down orders: or any other circumstances or causes, whether similar or dissimilar, beyond the control of Seller in the reasonable conduct of its business.
- 15. Buyer hereby authorizes Seller to credit toward the payment of any monies that may become due Seller hereunder, any sums which may now or hereafter be owed to Buyer or owed to any subsidiary or other affiliate of Buyer from Seller or from any subsidiary or affiliate of Seller.
- 16. Byer cannot cancel or modify purchase orders or hold up releases after the product is in process, except with Seller's consent. Any such action shall be subject to conditions then agreed upon, but in all events Buyer shall pay Seller the sum of the following: (1) the contract prices for all products which have been completed prior to terminations; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price: (3) the cost fob Server's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any paid by Seller on account of any commitments(s) made hereunder.
- Merchandise not a part of Seller's standard inventory, when manufactured specifically for Buyer, is the sole property of buyer and shall not be returned without Seller's prior written consent
- Unless otherwise specifically provided for herein, agreement does not include any provision for liquidated damages liability or penalties, or the cost of any required inspection, test, or hond
- This agreement shall not be assigned by Buyer without first securing the prior written approval of Seller.
- 21. Any terms and conditions of an purchase order or other instrument issued by Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any manner whatsoever unless accepted by Seller in Writing.
- 22. To the full extend allowed by law, in the event Seller engages any attorney to collect amounts due Seller from Buyer, Buyer agrees that Seller shall be entitled to collect all reasonable attorney's fees and costs incurred by Seller in atternpting to collect such amounts, including but not limited to pre-trial attorney fees and cost, attorney fees for trial, trial costs and expenses, expert fees, witness fees, and other out-of-pocket costs.
- 23. This Agreement shall be governed by the laws of the State of Missouri (without references t any conflicts of laws rules which might otherwise require reference to the laws of any other jurisdiction).

S_{W_S}

SouthWest Sales

Quote # 2025-AR-25

PO Box 833 Magnolia, AR 71754 (888) 919-7473 fax (870) 234-3565

QUOTE -

Cus	tomer			
Name	BAXTER COUNTY	Date		4/22/2025
Address				
		Request	By:	
City	MOUNTIAN HOME, AR			
Ship to:	DELIVERED PRICE	│	e:	
	,	Ship by:		PREPAID
	HIGHWAY GRADE PLASTIC CULVERT		•	-
	NO MINIMUM ORDER] [
Qty	Description	Unit P	rice	TOTAL
20	4" DUAL WALL PLASTIC CULVERT		\$3.00	\$60.00
20	6" DUAL WALL PLASTIC CULVERT	;	\$4.00	\$80.00
20	8" DUAL WALL PLASTIC CULVERT	,	\$6.00	\$120.00
20	10" DUAL WALL PLASTIC CULVERT		\$7.00	\$140.00
20	12" DUAL WALL PLASTIC CULVERT	,	\$7.25	\$145.00
20	15" DUAL WALL PLASTIC CULVERT	,	\$9.75	\$195.00
20	18" DUAL WALL PLASTIC CULVERT	\$	14.00	\$280.00
20	24" DUAL WALL PLASTIC CULVERT	\$	22.00	\$440.00
20	30" DUAL WALL PLASTIC CULVERT	\$	32.50	\$650.00
20	36" DUAL WALL PLASTIC CULVERT	\$	40.50	\$810.00
20	42" DUAL WALL PLASTIC CULVERT*	\$	64.00	\$1,280.00
20	48" DUAL WALL PLASTIC CULVERT	\$	70.00	\$1,400.00
20	60" DUAL WALL PLASTIC CULVERT*	\$1:	24.00	\$2,480.00
}	** UNIT PRICE IS PER FT			
} .	** SIZES AVAILABLE IN 20', 24' & 30' SECTION	S		
-	* 20' SECTIONS ARE BELL & SPICOT ONLY			
	** 24' & 30' ARE PLAIN END, CONNECT WITH I	BANDS		
		Sub	Total	\$8,080.00
1 _	Payment Details			
•	NET 30 DAYS			
C				
I C)	TC	TAL	\$8,080.00

PLEASE EMAIL PO TO: <u>jbarton@sws-pipe.com</u>

Thank you for your business!

Exhibit D

SOUTHWEST SALES, INC. METAL PRICE LIST

2025-AR-WC

SIZE	GAUGE	CMP	POLYMER
12	16	14.00	22.50
15	16	17.00	27.90
18	16	21.00	32.40
21	16	24.00	37.80
24	16	27.00	43.20
30	16	34.00	54.00
36	16	41.00	64.80
42	16	48.00	75.60
48	16	54.00	82.80
15	14	22.00	33.75
18	14	26.00	40.05
21	14	32.00	46.35
24	14	35.00	52.65
30	14	44.00	65.25
36	14	53.00	77.85
42	14	62.00	90.45
48	14	70.00	103.05
54	14 1X5	88.00	126.45
60	14 1X5	96.00	135.45
66	14 1X5	106.00	148.05
72	14 1X5	115.00	161.55
78	14 1X5	125.00	174.15
84	14 1X5	134.00	187.65
90	14 1X5	152.00	201.15
60	12 1X5	137.00	194.40
-66	12-1X5	-151.00	212.40
72	12 1X5	164.00	232.20
78	12 1X5	176.00	251.10
84	12 1X5	191.00	270.00
90	12 1X5	205.00	288.90
96	12 1X5	218.00	307.80

^{*} DELIVERED PRICES *

^{*} STOCKING: 20', 24', 30' & 40' SECTIONS *

^{*} NO MINIMUM ORDER *

ELECTED OFFICIALS

KEVIN LITTY County Judge

CANDA REESE County and Circuit Clerk

JOHN MONTGOMERY Sheriff

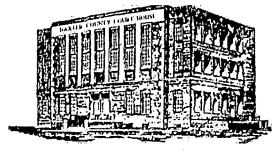
> TERESA SMITH Collector

> > JENAY MIZE Treasurer

JAYME NICHOLSON Assessor

CHARLES L. SLATER, JR. County Surveyor

BRADLEY HAYS
County Coroner



COUNTY OF BAXTER

ONE EAST SEVENTH STREET
MOUNTAIN HOME, ARKANSAS 72653

COUNTY OF DAYTED

DENNIS FRANK District 1 MIKE MCDONALD District 2 **RICK STEINER** District 3 WILLIAM DIRK WALDROP District 4 MARYANNE EDGE District 5 LISA HOUSE District 6 **BOB NAULT EDDIE GRIFFIN** District 8 **CAMERON DAVIS** District 9 SHANNON WALKER District 10 ERIC PAYNE District 11

QUORUM COURT

April 22, 2025

Metal Culverts, Inc. Attn: Sales Department 711 Heisinger Road PO Box 330 Jefferson City, MO 65102

Re: Culvert Bid

Dear Metal Culverts, Inc.

I am pleased to inform you that Metal Culverts, Inc. was the successful bidder on the Culvert Bid for Baxter County.

Please contact Larry Carter at 1-870-321-2117 for more information.

Thank you for doing business with Baxter County.

Sincerely,

Kevin Litty
Baxter County Judge

Exhibit &