

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. 2024 – 13

NOW, on this 20th day of February, 2024, 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 17th day of January, 2024, 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 February 16, 2024, Metal Culverts, Inc. 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 10:00 a.m. on the 20th day of February, 2024, said bid was opened and publicly read in the office of the County Judge. Metal Culverts, Inc. submitted a bid as shown by Exhibit C.
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 D.

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.



File Type

C202400012
FILED FOR RECORD ORDER COUNTY
BY: CRYSTAL MEDINA
02-21-2024 08:52:32 AM

CANDA REESE
BAXTER CO, AR CIRCUIT CLERK

Kevin Litty
Baxter County Judge

AFFIDAVIT OF PUBLICATION

State of Arkansas, County of Baxter, ss:

I, ~~Sherman H. Hickey~~ 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:

From 01/17/2024 to 01/17/2024 both inclusive.

1st insertion, Vol. 123, No. 21, 01/17/2024
2nd insertion, Vol. , No. ,
3rd insertion, Vol. , No. ,
4th insertion, Vol. , No. ,

Account#8008081
Ad#163412

Sherman H. Hickey

Subscribed to and sworn to before me this 01/17/2024

[Signature]
Notary

My commission expires 8/10/28

Filed and Recorded _____

(Publication Fee, \$32.75)

DETRET L. LOONEY
Notary Public-State of Arkansas
Baxter County
My Commission Expires 08-10-2028
Commission # 12704797

Exhibit A

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 Friday, February 16, 2024. All bids will be opened and read publicly on at 10:00 a.m. on Tuesday, February 20, 2024 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

ELECTED OFFICIALS

KEVIN LITTY
County Judge

CANDA REESE
County and Circuit Clerk

JOHN MONTGOMERY
Sheriff

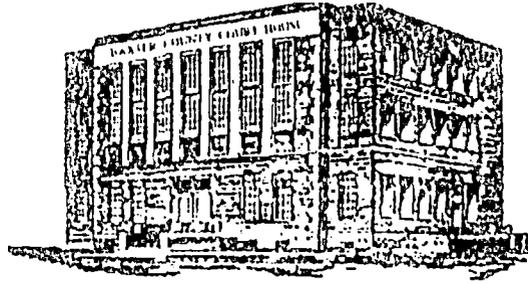
TERESA SMITH
Collector

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

QUORUM COURT

DENNIS FRANK
District 1

ANGELA DEGROOTE
District 2

RICK STEINER
District 3

WILLIAM DIRK WALDROP
District 4

MARYANNE EDGE
District 5

TINK ALBRIGHT
District 6

CHARLES OSGOOD
District 7

ROGER STEELE
District 8

CAMERON DAVIS
District 9

SHANNON WALKER
District 10

TY CHAPMAN
District 11

January 16, 2024

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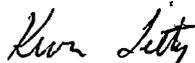

Kevin Litty
Baxter County Judge

Exhibit B

Columbia, MO 65203
573-449-4427
columbia@metalculverts.com

CONTRACT



PROPOSAL

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

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

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

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

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

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

DUE DATE: FEBRUARY 16, 2024 @ 4:00PM
BID OPENING DATE: FEBRUARY 20, 2024 @ 10:00 AM

BAXTER COUNTY ROAD DEPT.
1 E. 7TH STREET SUITE 303
MOUNTAIN HOME, AR 72653

JOB & LOCATION: 2024 CMP PRICING
BAXTER COUNTY, ARKANSAS

LOC-SEAM SPIRAL W/ RECORRUGATED ENDS
PLAIN GALVANIZED CORRUGATED METAL PIPE
2-2/3" x 1/2" CORRUGATION

15" 16GA GALVANIZED CMP	LF @ \$	17.86/LF
18" 16GA GALVANIZED CMP	LF @ \$	21.21/LF
24" 16GA GALVANIZED CMP	LF @ \$	28.39/LF
30" 16GA GALVANIZED CMP	LF @ \$	34.77/LF
36" 14GA GALVANIZED CMP	LF @ \$	52.32/LF
42" 14GA GALVANIZED CMP	LF @ \$	61.25/LF
48" 14GA GALVANIZED CMP	LF @ \$	69.86/LF
17" x 13" (15" ARCH) 16GA GALVANIZED CMP	LF @ \$	19.20/LF
21" x 15" (18" ARCH) 16GA GALVANIZED CMP	LF @ \$	22.56/LF
28" x 20" (24" ARCH) 16GA GALVANIZED CMP	LF @ \$	30.40/LF
35" x 24" (30" ARCH) 14GA GALVANIZED CMP	LF @ \$	45.92/LF
42" x 29" (36" ARCH) 14GA GALVANIZED CMP	LF @ \$	54.72/LF
49" x 33" (42" ARCH) 12GA GALVANIZED CMP	LF @ \$	88.80/LF
57" x 38" (48" ARCH) 12GA GALVANIZED CMP	LF @ \$	100.96/LF

NOTE: ABOVE PRICES ARE BASED ON \$6,500.00 MINIMUM ORDER PRICES VAILD THROUGH DECEMBER 31, 2024.

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 THE ABOVE QUANTITIES. IF ANY ADDITIONAL QUANTITIES FOR THIS CONTRACT ARE REQUIRED, THE 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.021624}

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.

METAL CULVERTS, INC.
By Brian Testerman
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.

Exhibit C

TERMS AND CONDITIONS

1. Any quotation by Seller is merely an 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 1/2% 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 rights, Production, Shipment, and deliveries are at all times subject to approval of Seller's Credit Division, and Seller may at any time refuse to manufacture or 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's 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.
5. There are no warranties hereunder, whether expressed or implied (including, but not by way of limitations, any implied warranty of merchantability, and implied warranty of fitness for purpose, and any warranties under the Uniform Commercial Code), except that all goods described on Seller's acknowledgment of Buyer's purchase order or on Seller's quotation form will be manufactured in accordance with the specifications there indicated subject to Seller's standard manufacturing variations. Seller warrants title to and freedom from encumbrance of the products sold hereunder. SELLER MAKES NO OTHER WARRANTY AND ALL IMPLIED WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.
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 special 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 ninety (90) days after receipt of the goods by Buyer or if not goods are delivered within six (6) 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 or 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.
9. 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 reserves 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 any 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. Buyer 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 for Seller'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.
17. 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.
18. Waiver by Seller of any breach of any of the terms and conditions of this agreement shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right arising from any default of Buyer under this agreement shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time.
19. 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 bond.
20. 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 extent 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 attempting 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 to any conflicts of laws rules which might otherwise require reference to the laws of any other jurisdiction).

ELECTED OFFICIALS

KEVIN LITTY
County Judge

CANDA REESE
County and Circuit Clerk

JOHN MONTGOMERY
Sheriff

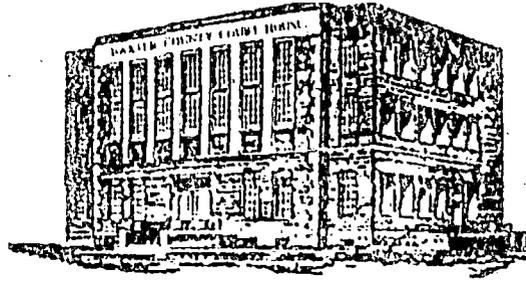
TERESA SMITH
Collector

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

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District 1

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TINK ALBRIGHT
District 6

CHARLES OSGOOD
District 7

ROGER STEELE
District 8

CAMERON DAVIS
District 9

SHANNON WALKER
District 10

TY CHAPMAN
District 11

February 20, 2024

Metal Culverts
Attn: Brian Testerman
728 Heisinger Road
Jefferson City, MO 65102

Re: Culvert Bid

Dear Brian Testerman:

I am pleased to inform you that you were the successful bidder on the Culvert Bid for Baxter County Road and Bridge.

Thank you for doing business with Baxter County.

Sincerely,

Kevin Litty
Baxter County Judge

Exhibit D