

**City of Fayetteville Staff Review Form**

**2015-0266**

**Legistar File ID**

**6/16/2015**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Brian Pugh

5/29/2015

Recycling & Trash Collection /  
Transportation Services Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

A Resolution to award bid # 15-33 to T&T Green, LLC for the application of spray foam insulation at the City Recycling Center for the amount of \$38,000.

**Budget Impact:**

5500.5080.5816.00		Recycling and Trash	
Account Number		Fund	
07012.1		Material Recovery Facility Insulation Replacement	
Project Number		Project Title	
<b>Budgeted Item?</b>	Yes	Current Budget	\$ 71,276.00
		Funds Obligated	\$ 38,000.00
		Current Balance	<b>\$ 33,276.00</b>
<b>Does item have a cost?</b>	Yes	Item Cost	
<b>Budget Adjustment Attached?</b>	No	Budget Adjustment	
		Remaining Budget	<b>\$ 33,276.00</b>

V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments: Bid #15-33 Spray Foam insulation at City Recycling Center



## CITY COUNCIL AGENDA MEMO

### MEETING OF JUNE 16<sup>TH</sup>, 2015

**TO:** Mayor and City Council  
**THRU:** Jeff Coles, Recycling and Trash Collections Director  
**FROM:** Brian Pugh, Waste Reduction Coordinator  
**DATE:** May 28, 2015

**SUBJECT: A RESOLUTION TO AWARD BID #15-33 TO T&T GREEN, LLC FOR THE APPLICATION OF SPRAY FOAM INSULATION AT THE CITY RECYCLING CENTER FOR THE AMOUNT OF \$38,000**

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#### **RECOMMENDATION:**

Approve a resolution to award bid #15-33 to T&T Green, LLC for the application of spray foam insulation at the City Recycling Center for the amount of \$38,000.

#### **BACKGROUND:**

Bid 15-33 was issued and advertised on April 15<sup>th</sup>, 2015 and April 22, 2015 and closed on May 8<sup>th</sup>, 2015. The bid requests services for the removal of old fiberglass insulation and application of new spray foam insulation inside the recycling center located at 1560 S. Happy Hollow Road adjacent to the Transfer Station. The bid was requested in order to replace insulation that has deteriorated and is needed to maintain the facility.

#### **DISCUSSION:**

There were 4 bids received for the service with T&T Green, LLC being the lowest responsible bidder for the project. T&T Green, LLC has met all requirements for the bid.

#### **BUDGET/STAFF IMPACT:**

The project was planned and budgeted for this year and there is money allocated in project 07012 sub project 1 to cover the project.

#### **Attachments:**

#15-33 Bid from T&T Green, LLC, #15-33 Bid tabulation, Contract for project with T&T Green, Purchase Order for Bid #15-33.

City of Fayetteville  
Bid 15-33, Construction – Spray Foam Insulation  
Bid Form

Contract Name: Bid 15-33, Construction – Spray Foam Insulation  
Bid Number 15-33

BID TO:

Owner: The City of Fayetteville, Arkansas  
113 West Mountain Street  
Fayetteville, Arkansas 72701

BID FROM:

Bidder:

T & T Green, LLC  
808 N. Highland Ave  
Fayetteville, AR 72701

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

*In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:*

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u># 1</u>	<u>5/1/15</u>
_____	_____
_____	_____
_____	_____

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

**Section 4 – Price:**

Total lump sum bid amount of for all work described in this bid package: \$ 38,000.00  
Thirty eight thousand & <sup>00</sup>/<sub>100</sub>

**Section 5 – Listing of Subcontractors:**

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

**Section 6 – Contract Times:**

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the bid documents.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the bid document.

**Section 7 – Debarment:**

A.) As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

- a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**Section 8 – Communications:**

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

T&T Green, LLC  
808 N. Highland Ave  
Fayetteville, AR 72701

Phone No. 479-531-7658

email FAX No. jtucker@tandtgreen.com  
Fax 479 668 0822

**Section 9 – SIGNATURE:**

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 8<sup>th</sup> Date of May, 2015.

Arkansas State Contractor License No. 0221490515

If Bidder is:

**OPTION 1: An Individual**

Name (type or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**OPTION 2: A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

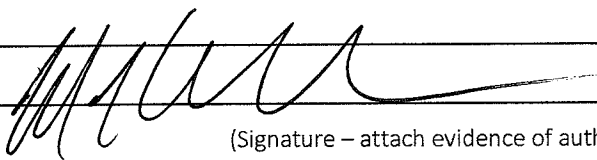
**OPTION 3: A Corporation OR LLC**

Corporation Name: T&T Green, LLC (SEAL)

Date of Incorporation: May 5, 2011

Type (General Business, Professional, Service, Limited Liability): LLC

By:



(Signature – attach evidence of authority to sign)

Name (type or printed):

Josef Tucker

Title:

Member, T&T Green, LLC

(CORPORATE SEAL)

Business address:

808 N. Highland Ave

Fayetteville, AR 72701

Phone No.:

479-531-7658

FAX No.:

479 668 0822

email jtucker@tandtgreen.com

City of Fayetteville  
Bid 15-33, Construction – Spray Foam Insulation  
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: T&T Green, LLC  
BUSINESS ADDRESS: 808 N. Highland Ave, Fayetteville, AR 72701  
NUMBER OF YEARS IN BUSINESS: 4 HOW LONG IN PRESENT LOCATION: 5 months  
TOTAL NUMBER OF CURRENT EMPLOYEES: 7 FULL TIME N/A PART TIME  
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 5 FULL TIME N/A PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. Milestone Construction Company  
COMPANY NAME

2002 South 48th St. Springdale, AR 72762  
CITY, STATE, ZIP

Gaea Fecus  
CONTACT PERSON

479-966-5310  
TELEPHONE

Various, most recently 8/25/14  
DATE COMPLETED

gfecus@msstonecc.com  
E-MAIL ADDRESS

3. Kinco Constructors, LLC  
COMPANY NAME

3803 Kelley Ave. Springdale, AR 72762  
CITY, STATE, ZIP

Chase Taylor  
CONTACT PERSON

479-353-4813  
TELEPHONE

11/15/14 - various  
DATE COMPLETED

ctaylor@kinco.net  
E-MAIL ADDRESS

2. Beshears Construction, Inc.  
COMPANY NAME

PO Box 6299 Ft. Smith, AR 72906  
CITY, STATE, ZIP

Miranda Robinson  
CONTACT PERSON

479-646-0846  
TELEPHONE

2/20/15 Air National Guard Renovation  
DATE COMPLETED

miranda@beshearsconstruction.com  
E-MAIL ADDRESS

4. Keating Enterprises  
COMPANY NAME

216 East Township, Fayetteville, AR 72703  
CITY, STATE, ZIP

Bill Keating  
CONTACT PERSON

479 263-4762  
TELEPHONE

6/12/13 - various  
DATE COMPLETED

bill@keatingent.com  
E-MAIL ADDRESS



**BID BOND**  
(Percentage)

Bond No. 62386152

KNOW ALL PERSONS BY THESE PRESENTS, That we T & T Green, LLC  
of 808 N. Highland Ave, Fayetteville, AR 72701

\_\_\_\_\_, hereinafter referred to as the Principal, and  
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Fayetteville

~~xx~~ \_\_\_\_\_, hereinafter referred to as the Obligee, in the amount of  
Five Percent of the Amount Bid  
( 5% ), for the payment of which we bind ourselves, our legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for \_\_\_\_\_  
Bid 15-33, Construction- Spray Foam Insulation

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be  
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or  
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the  
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this  
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 8th day of May, 2015.

Principal

T & T Green, LLC

BY: [Signature]

Surety

WESTERN SURETY COMPANY

BY: [Signature]

Terri Dianne Stuart, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62386152

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Terri Dianne Stuart

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: T & T Green, LLC

Obligee: City of City of Fayetteville

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 6th, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 8th day of May, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

On this 8th day of May, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Petrik  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 8th day of May, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President



BID: 15-33  
05/08/15  
2:00 PM  
CITY OF FAYETTEVILLE

**Bid 15-33, Construction - Spray Foam Insulation**  
**Revised 05/19/2015**

BIDDER		TOTAL BID PRICE	
1	Arkansas Foam Insulation	\$	39,412.00
2	Davis Construction	\$	57,800.00
3	Ozark Foam LLC	\$	41,195.00
4	T & T Green LLC	\$	38,000.00

\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

**CERTIFIED:**

*A. Foren Rennie*  
A. Foren Rennie, Purchasing Agent

*Caroline Ruff*  
Witness

*5/19/2015*  
Date

This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Fayetteville, Arkansas, and T&T Green, LLC. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. T&T Green, LLC at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 15-33 as stated in T&T Green, LLC bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 15-33, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay T&T Green, LLC based on their bid proposal in an amount not to exceed **\$38,000.00**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and T&T Green, LLC consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 15-33 with the specifications and conditions typed thereon.
  - B. T&T Green, LLC bid proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and T&T Green, LLC and may be modified only by a duly executed written instrument signed by the City of Fayetteville and T&T Green, LLC.
5. T&T Green, LLC shall not assign its duties under the terms of this agreement.
6. T&T Green, LLC agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from T&T Green, LLC performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. T&T Green, LLC shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, T&T Green, LLC shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General & Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by T&T Green, LLC.

- 8. T&T Green, LLC to furnish proof of licensure as required by all local and state agencies.
- 9. This contract may be terminated by the City of Fayetteville or T&T Green, LLC with 30 days written notice.
- 10. This project shall be completed within **60 calendar days** from issue date of Notice to Proceed.
- 11. Liquidated Damages: N/A
- 12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- 13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

T&T GREEN, LLC

CITY OF FAYETTEVILLE, ARKANSAS

By: [Signature]  
Signature

By: \_\_\_\_\_  
LIONELD JORDAN, Mayor

Jose Tucker, Member, LLC  
Printed Contractor Name & Title

[Signature]  
ATTEST (Signature)

ATTEST: (Signature)

Kirsten C.D. Tucker  
Company Secretary (Printed Name)

\_\_\_\_\_  
Sondra Smith, City Clerk

Business Address  
808 N. Highland Ave.  
Fayetteville, AR 72701  
City, State & Zip Code

Date Signed: 5/22/15

Date Signed: \_\_\_\_\_

T&T Green, LLC  
808 N. Highland Ave.  
Fayetteville, AR 72701  
(479) 531-7658, [jtucker@tandtgreen.com](mailto:jtucker@tandtgreen.com)

City of Fayetteville, AR  
113 W. Mountain  
Fayetteville, AR 72701

# City Of Fayetteville

(Not a Purchase Order)

Vendor #: **25619** Vendor Name: **T&T Green LLC**

Address: **808 N Highland Ave** Fob Point: **fyv**

City: **Fayetteville** State: **AR** Requester's Employee #: **1701**

Requester: **Glenda Eden** Ship to code: **170** Account Numbers: **1701**

Requisition No.: \_\_\_\_\_ Date: **5/28/2015**

P.O. Number: \_\_\_\_\_ Expected Delivery Date: **June 22, 2015**

Mail Yes:  No:  Taxable Yes:  No:

Division Head Approval: *[Signature]* Quoties Attached Yes:  No:

Extension: **497** Project/Subproject #: **7012.1** Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Remove and install MRF Insulation	1	job	38,000.00	\$38,000.00	5500.5080.5816.00	7012.1		
2	Bid#15-33				\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10	freight				\$0.00				
Special Instructions: _____									
					Subtotal:				
					Tax:				
					Total:				

Subtotal: **\$38,000.00**  
 Tax: **\$3,705.00**  
 Total: **\$41,705.00**

Approvals:

Mayor: \_\_\_\_\_ Department Director: \_\_\_\_\_

Finance & Internal Services Director: \_\_\_\_\_ Budget Manager: \_\_\_\_\_

Dispatch Manager: \_\_\_\_\_ Utilities Manager: \_\_\_\_\_

IT Manager: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_