



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item I-6

**#2013-291 – Consideration of Approving Bid Award for
Furnishing & Installation of Golf Course Irrigation System**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: August 27, 2013

Subject: Bid Award for Furnishing and Installation of Irrigation System at Jackrabbit Run Golf Course

Item #'s: I-6

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The irrigation system at Jackrabbit Run Golf Course was installed in 1976. The current system is outdated, inefficient, experiences many failures, and is costly to repair.

During the 2012/2013 budget process, City Council approved replacement of the irrigation system. It was decided that the City would pay for the project initially and the Golf Course Enterprise Fund would pay back the City over a period of 20 years.

In March, four Variable Frequency Drives (VFDs) were installed to the pumping stations at the golf course to help the old system through the summer and to prepare for the planned upgrade. The VFDs cost \$43,599.98. The VFDs project is not included in the 20 year loan.

The plan to update the irrigation system includes a new control system, replacing all sprinkler heads, and connecting underground communication wiring. Once in operation, it is expected that the new system will dramatically cut down on repairs, improve efficiency, and last for years to come.

Discussion

Bids were received from four golf course irrigation companies.

Duininck, Inc., Prinsburg, MN	Rain Bird System	\$492,538
	Toro System	\$500,000
Mid-American Golf, Lees Summit, MO	Rain Bird System	\$530,000
	Toro System	No Bid
Midwest Irrigation, East Dubuque, IL	Rain Bird System	\$528,300

Landscapes Unlimited, Lincoln NE	Toro System	\$534,200
	Rain Bird System	\$698,500
	Toro System	\$710,500

Last year, the estimated cost of the irrigation project was \$470,000. A recent uptick of other golf course renovation projects in Nebraska and nationally is likely the cause of higher pricing. Given current conditions, staff feels the low bid is appropriate and recommends Dunininck, Inc. of Prinsburg, MN to install a Rain Bird irrigation system. Rain Bird is the preferred system of the golf course staff. Duininck has an impressive history installing golf course irrigation projects.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the City Council award the bid for the installation of the Jackrabbit Run Irrigation System to Dunininck, Inc. of Prinsburg, Minnesota.

Sample Motion

Move to approve the installation of the Jackrabbit Run Irrigation System from Dunininck, Inc. for a total of \$492,538.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 14, 2013 at 2:00 p.m.
FOR: Furnishing & Installation of Golf Course Irrigation System
DEPARTMENT: Parks & Recreation
ESTIMATE: \$470,000.00
FUND/ACCOUNT: 51040001-85608
PUBLICATION DATE: July 21, 2013
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Duininck, Inc.</u> Prinsburg, MN	<u>Landscapes Unlimited, LLC</u> Lincoln, NE
Bid Security:	Western Surety Company	Merchants Bonding Co.
Exceptions:	None	None
Bid Price:		
Per Tee:	\$250.00	\$300.00
Per Riser:	\$150.00	\$100.00
Toro:	\$500,000.00	\$710,500.00
Rain Bird:	\$492,538.00	\$698,500.00
Other:	None	\$705,000.00 (Hunter)

Bidder:	<u>Mid-America Golf and Landscape</u> Lees Summit, MO	<u>Midwest Irrigation</u> East Dubuque, IL
Bid Security:	The Guarantee Co. of No. America	The Cincinnati Insurance Co.
Exceptions:	Noted	None
Bid Price:		
Per Tee:	\$100.00	\$117.00
Per Riser:	\$100.00	\$ 34.00
Toro:	No Bid	\$534,200.00
Rain Bird:	\$530,000.00	\$528,300.00
Other:	No Bid	No Bid

cc: Todd McCoy, Parks & Recreation Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Secretary
Jaye Monter, Finance Director

P1666

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Duininck, Inc. hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **Furnishing and Installation of Irrigation System for the Jackrabbit Run Golf Course;** and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of Four hundred ninety two thousand five hundred thirty eight Dollars \$492,538.00 for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product for **Furnishing and Installation of Irrigation System for the Jackrabbit Run Golf Course.**

page 1 of 2

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance and bonds are approved and that the Contractor shall complete the work on or before **November 30, 2013 unless "weather circumstances" prohibit working conditions for furnishing and installation of Irrigation System.** It is understood and agreed that time is the essence of the contract.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Mayor

Date _____

Attest: _____

City Clerk

The contract, bonds and insurance are in due form according to law and are hereby approved.

Attorney for the City

Date _____

RESOLUTION 2013-291

WHEREAS, the City of Grand Island invited sealed bids for Furnishing and Installation of a New Irrigation System for Jackrabbit Run Golf Course, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on August 14, 2013, four (4) bids were received, opened and reviewed; and

WHEREAS, Duininck, Inc. from Prinsburg, Minnesota submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$492,538.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Duininck, Inc. from Prinsburg, Minnesota, in the amount of \$492,538.00 for Furnishing and Installation of a New Irrigation System for Jackrabbit Run Golf Course is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 23, 2013	▣ City Attorney