

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 20 day of January, 2023, by and between Creative Sites, LLC from Omaha, Nebraska 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 for PIRNIE INCLUSIVE PLAYGROUND; and

WHEREAS, the City, contracted with Central Community College Foundation ("CCCF") for the design and construction of the Playground; and

WHEREAS, CCCF agreed to raise all necessary funds for the construction of the Playground and remit same to the City; and

WHEREAS, City solicited pricing from cooperative purchasing Sourcewell, Contractor has a valid contract with Sourcewell under contract #010521-BUR, and has duly selected said Contractor, for the sum or sums named in the contract #010521-BUR, 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, or themselves, and its, his, 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, 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 One million two hundred thirty six thousand three hundred fifty six and no cents Dollars \$1,236,356.00 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. The parties understand and agree that CCCF shall deposit with the City the funds for construction of the Playground. The parties further understand and agree that should CCCF be unable to provide adequate funds to the City for payment of Contractor invoices, City reserves the right to immediately suspend any further work by Contractor until such time as adequate CCCF funds are deposited with the City. The decision to suspend, terminate or resume the construction of the Playground due to the unavailability of CCCF funding shall be at the sole discretion of the City. City shall not be liable for any delay damages of Contractor if CCCF funding is not available.

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 of the PIRNIE PARK INCLUSIVE PLAYGROUND.

ARTICLE IV. That the contractor shall start work only after the contract is signed, the required insurance and bonds are approved and contractor receives a Notice to Proceed from the City, and that the Contractor shall complete the work by December 31, 2023. 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. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska.

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 as of the date and year first above written.

Contractor *Cheryl J. Jelle* CREATIVE KITCHEN, LLC
By *Julie K. Hilde* Date *1/20/23*
Title *PRESIDENT*

CITY OF GRAND ISLAND, NEBRASKA,

By *Regina Steck* Date *1/25/2023*
Mayor
Attest: *RaNaee Edwards*
City Clerk

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

Stacy R. Warkhof Date *1/24/23*
Attorney for the City



QUOTATION

Creative Sites, LLC
11506 Pierce Street
Omaha, Ne 68144
402-614-4606

DATE: December 9, 2022

Customer: City of Grand Island Sourcewell ID# 161769
Attn: Todd McCoy
100 East First Street
Grand Island, Ne 68802

Project: Central Community College Ryder Park Playground Improvements

BCI Burke Equipment: Sourcewell #010521-BUR

NUIN Play Structure for Ages 2-5 and 5-12	\$ 887,550.00
Elevate Fitness Course	
Zipventure Freedom Duo	
Roller Table	
Inclusive Carousel	
Playensemble	
Double Volito/Air Venture Glider	
Comet Spinner	
Single Post Swing w/ 2 Belt, Freedom and Konnection Swing	
Single Post Swing w/ 2 Belt and 2 Tot Seats	
Kid Force Spinner	
Orb Rocker	
Trike Path Signs	
Less Sourcewell Discount	\$-133,132.50
Less BCI Burke Courtesy Discount	\$-188,773.50
Freight	\$ 19,940.00
Equipment Total	\$ 585,584.00
<u>Ecoturf Surfacing:</u>	\$ 291,167.00
Poured Rubber Surfacing 22,270sf	
<u>Installation by Dostals Construction:</u>	<u>\$ 359,605.00</u>
Project Total:	\$1,236,356.00

This quotation is good for 2023 pricing.

****We need color selections this month for the poured rubber surface. We have to get the order in the system this year to hold this pricing.**

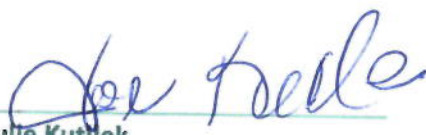
****Payment of BCI Burke Playground Equipment only required with order to receive the BCI Burke matching Funds.**

Installation and Surfacing will be invoiced when project is complete. Net 30.

****Construction to start mid-July 2023. Project should take 9-12 weeks for construction.**

****We will schedule delivery closer to the constructions date.**

****Sales tax is not included.**


Julie Kutlek
Creative Sites, LLC


Accepted by


Stacy R. Nonhof
Assistant City Attorney