



# City of Grand Island

Tuesday, January 24, 2023

Council Session

## Item G-11

### **#2023-24 - Approving Purchase of Ryder Park Playground**

Staff Contact: Todd McCoy

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** January 24, 2023

**Subject:** Approving Purchase of New Inclusive Playground at Ryder Park

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

## **Background**

The City was approached by students and staff from the Central Community College Occupational Therapy Class with the idea of raising funds to building a new community inclusive playground. After much discussion and excitement generated from community leaders, City staff, and the Community Foundation, the decision was made to move forward to raise money for the project proposed at Ryder Park. The location was chosen because Ryder Park is centrally located, has good access to parking and restrooms, and has potential to benefit from future park developments.

The new playground is designed to be handicap accessible and serve children with a wide range of ability levels. The playground will be completely funded with private donations. Part of the fundraising plan is to include a \$250,000 endowment to cover annual cost maintenance of the equipment.

On July 27, 2021 City Council approved Resolution 2021-186 to add a new playground in Ryder Park.

On January 11, 2022 City Council approved Resolution 2022-13 the Agreement with the Central Community College Foundation (CCCCF) and the Greater Grand Island Community Foundation to raise funds and construct the playground.

On April 12, 2022 City Council approved Resolution 2022-104 to name the proposed playground after Tom and Sue Pirnie because of their \$200,000 gift and to recognize donors of \$5,000 or more with onsite signage.

On September 13, 2022 approved Resolution 2022-254 the Agreement Amendment so the City can help with fundraising efforts by applying for grants that require the owner's submission.

## Discussion

CCCCF has secured a total of \$928,434.00 in cash and pledges to date. To keep the project on schedule for completion in 2023 it is necessary to order the equipment.

The equipment specifications awarded under the Sourcewell Cooperative Buying Group contract meet the requirements for this project. Creative Sites, LLC of Omaha, Nebraska submitted a bid for the equipment in the amount of \$1,236,356.00. Creative Sites is providing pricing under the Sourcewell Contract #010521-BUR and the Purchasing Manager has approved the contract and procurement process.

Creative Sites tentatively anticipates the playground project to start in mid-July 2023 and estimates construction to take approximately 9-12 weeks. The City funded Ryder Park bathroom project will tentatively be completed in July and the parking lot improvement will be planned for November 2023 completion.





## **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 approve the resolution awarding a contract to Creative Sites, LLC of Omaha, Nebraska to furnish and install new playground equipment at Ryder Park.

## **Sample Motion**

Move to approve the resolution authorizing the award of contract to Creative Sites, LLC for the purchase of new playground equipment for Ryder Park in the amount of \$1,236,356.00.



## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ 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 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 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 \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

R E S O L U T I O N   2023-24

WHEREAS, the City was approached by students and staff from Central Community College Occupational Therapy Class with the idea of raising funds to build a new community inclusive playground in Ryder Park; and

WHEREAS, on July 21, 2021 City Council approved Resolution 2021-186 to add a new playground in Ryder Park, on January 11, 2022 approved Resolution 2022-13 for the City Council to approve an agreement with the Central Community College Foundation, Inc. (CCCF) and the Greater Grand Island Community Foundation for fundraising of the Ryder Park playground, on April 12, 2022 approved Resolution 2022-104 for the City Council to approve the recognition of donors of \$5,000 or more with onsite signage and on September 13, 2022 approved Resolution 2022-254 the Agreement Amendment so the City can help with fundraising efforts by applying for grants that require the owner's submission; and

WHEREAS, CCCF has secured a total of \$928,434.00 in cash and pledges to date, and to keep the project on schedule for completion in 2023 it is necessary to order the equipment; and

WHEREAS, the equipment specifications awarded under the Sourcewell Cooperative Buying Group contract meet the requirements for this project. Creative Sites, LLC of Omaha, Nebraska submitted a bid for the equipment to Sourcewell in compliance with the City's procurement rules. Creative Sites is providing pricing under the Sourcewell Contract #010521-BUR in the amount of \$1,236,356.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council approve Creative Sites, LLC of Omaha, Nebraska to furnish and install new playground equipment at Ryder Park in the amount of \$1,236,356.00.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 24, 2023.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ January 20, 2023 <input type="checkbox"/> City Attorney
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