

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 15, 2023 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT – ROOF REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to award a contract to ERNCO, Inc of Cedar Creek, Nebraska, for the replacement of the concession building roof and restroom roof at the City Park in an amount not to exceed \$16,240.

FISCAL IMPACT

The FY23/FY24 Biennial Budget includes funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

The proposed project will replace the roofs with a 26-gauge metal panel that was used on the soccer side of the Sports Complex instead of shingles for a longer lasting replacement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO ERNCO, INC OF CEDAR CREEK, NEBRASKA, FOR THE REPLACEMENT OF THE CONCESSION BUILDING ROOF AND RESTROOM ROOF AT THE CITY PARK IN AN AMOUNT NOT TO EXCEED \$16,240.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the concession building roof and restroom roof at the City Park is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, bids were solicited; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to ERNCO, Inc of Cedar Creek, Nebraska, for the replacement of the concession building roof and restroom roof at the City Park in an amount not to exceed \$16,240.00.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

ERNCO, INC.

436 CEDAR LODGE
RD, PO BOX 205
CEDAR CREEK, NE
68016

guyern@windstream.net

Estimate

Date	Estimate #
5/3/2023	183

Phone #	402-616-3479
Fax #	402-234-2511

Name / Address
City of LaVista

Item	Description	Qty	Rate	Total
Job Location	City Park, Josephine St.		0.00	0.00
Job Description	Provide material and labor to install Titanium underlayment over existing shingles. Install 26 gauge Panel loc plus metal panels, accessories, ridge, gutter apron, pipe jacks.		0.00	0.00
Job Cost	Material		9,790.00	9,790.00
Job Cost	Labor		4,750.00	4,750.00
Fascia	Aluminum sheet, 8 inches		1,700.00	1,700.00
Special instructions	Install 1/4 inch fanfold insulation over shingles and not the titanium felt. Add 625.00 to estimate.		0.00	0.00
Special instructions	Option to tear off existing 3-tab shingle. Use ice and water barrier at eave. Felt in remaining with Titanium underlayment. Add 2100.00 to estimate.		0.00	0.00
5 year workmanship guarantee. Payment in full upon completion. Thank you!			Total	\$16,240.00



J-Tech Construction
J-Tech Construction
6200 Havelock Avenue
Lincoln, NE 68507
402-261-3682
Phone: 402-261-3682

Concession/Restroom Building

04/13/2023
Claim Information

Company Representative
Don Olberding
Phone: (402) 239-7410
Don@alphametalcompany.com

J-Tech Construction will provide all, labor, materials, any tear-off, clean-up, haul away, dumpfees, and sales tax for the following.

La Vista City Baseball/Softball Park
City of La Vista
7629 Josephine Street
La Vista, NE 68128
(402) 380-0571

Job: La Vista City Baseball/Softball Park

Roofing- Metal Section

	Qty	Unit	Per Unit Charge	Price
Tear Off Hip	1.00	EA	\$497.00	\$497.00
Tear-off hip shingles. Cut back sheeting 1" each direction approximately 4-5 ft down in order to vent this roof.				
				\$497.00

Roofing- Metal Section

	Qty	Unit	Per Unit Charge	Price
Dry Tech Entangled Mesh	3600.00	SF	\$0.60	\$2,160.00
Install mesh to roof. This will protect the backside of the shingles and will allow ventiltion between the metal roofing material and the existing roof.				
				\$2,160.00

Roofing- Metal Section

	Qty	Unit	Per Unit Charge	Price
Install 1" snaplock panel using 24 gauge material, choice of color. This includes all parts i.e. Z-bars, hip metal, screws, butyl tape, boots for penetraion pipes. Also included is tearing out exhaust and flashing.	36.00	EA	\$879.00	\$31,644.00
				\$31,644.00

TOTAL **\$34,301.00**

Starting at **\$343/month** with **Acorn** • **APPLY**
FINANCE

TERMS AND CONDITIONS

Acceptance of proposal- You have read and reviewed this proposal, the terms and conditions, and Notice of Cancellation. The above price, specifications, and conditions are satisfactory and hereby accepted. All measurements, areas, calculations, and/or computations are estimated and the job will be completed based upon the scope as outlined in the Agreement. Contractor is authorized to complete work as specified.

This bid proposal is subject to withdrawal at anytime prior to J-Tech Construction, LLC (the "Contractor") management approval and expires in 5 days from issuance. You ("Owner") agree to pay contractor for all additions, deviations, or alterations at contractor's normal selling price. The Contractor shall not be liable for any damage by Acts of God, defects resulting from work done by others, or causes beyond control of the Contractor. Owner agrees to be responsible for fire, wind, and all necessary insurance. If initial payment is made by credit card, Owner authorizes Contractor to process the same credit card in the amount of the final payment upon completion of the project. All of the prices quoted are based on cash payments. Payment by Credit Card may be subject to a service charge of three percent (3%) of the amount of transaction. Unless otherwise agreed to in writing by Contractor, 50% of the total price is due upon the Owner's execution of this agreement, with the remaining amount due upon the completion of each trade (ie windows, doors, roof, siding). Owner agrees they will not hold back more than 5% of the final payment after substantial completion of the work with only work related to a "punch list" or minor repairs remaining. Any requests from Owner to change the work under this Agreement must be in writing.

BUYER'S RIGHT TO CANCEL: You may cancel this agreement by mailing a written notice to J-Tech Construction, 6200 Havelock Avenue, Lincoln, NE 68507 before midnight of the third business day after you signed this agreement (see attached Notice of Cancellation). If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. Contractor has the right to reject any bid proposal and contract. Bid proposals and contracts signed by an agent of the Contractor must first be reviewed by Contractor's internal review process before Contractor's acceptance. If Owner cancels this contract subsequent to the third business day, the Owner will be responsible for the full contract price if Contractor has performed any work or purchased any materials or 20% of the contract price if no work has begun.

Good Faith: Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled, if possible, through good faith negotiation between the Parties. Such good faith negotiation shall commence promptly upon a Party's receipt of notice of any claim or dispute from the other Party and continue for a period of at least 10 days. **Claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation at the election of the Contractor. Should Contractor elect mediation, completion of mediation shall be a condition precedent to Owner's right to litigation. The mediation shall be administered in accordance with the American Arbitration Association's Construction Industry Mediation Procedures. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall take place in Lancaster County, NE.**

Indemnity: To the fullest extent permitted by law the Owner shall indemnify and hold harmless the Contractor and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, existing conditions of the subject premises, exposure and/or transmission of Covid-19, and the acts and/or inaction of the Owner, its agents, and guests, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

Insurance: If the work under this Contract will be paid by an insurance company, the Owner agrees to name the Contractor as a copayee for the payment of benefits under the property and casualty insurance policy claim covering the Owner's residential real estate that is subject of this Contract. The Insured authorizes the insurance company to disclose all information related to the relevant claim. Further, the Contractor may supplement the insurance company for all necessary costs in addition to the original estimate. Contractor is entitled to all payments made by insurance for the work performed by the Contractor, including "overhead and profit". The Contractor will only be performing the scope of work in this agreement. Some work included in the insurance estimate may be declined. The Contractor has made no assurances that any of the claimed loss will be covered by an insurance contract. Owner is responsible for all amounts consisting of the deductible and non-recoverable depreciation.

Severability & Governing law: If any provision of this Contract, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected thereby but shall remain in full force and effect. This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state of Nebraska.

Limitation of liability: Contractor shall not have any liability under this Agreement, for: (a) any punitive or exemplary damages, or (b) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the Contractor was aware or should have been aware of the possibility of these damages. Owner's sole remedy for any breach or an allegation of inadequate services shall be limited to the Contractor's correction of the work to a workmanlike manner at no additional charge to the Owner. Contractor may cease work if Owner fails to cooperate fully with Contractor, including but not limited to, access to the property and use of electricity, or if Owner breaches this Agreement or Contractor has reason to believe the Owner will breach this Agreement, including an inability to satisfy the outstanding invoice balance. In the event Contractor ceases work, Owner will be responsible for the full contract price if Contractor has performed any work or purchased any materials or 20% of the contract price if no work has begun. **In no event shall the Contractor or Klauer Manufacturing be liable for any special, incidental, or consequential damages resulting from breach of any express, written, oral, or implied warranty of any products or services.** Contractor cannot prevent Owner from becoming exposed to or contracting the novel Covid-19 virus. Owner hereby agrees to release and hold harmless the Contractor from any and all liability arising out of an exposure, infection, and/or spread of Covid-19 related to utilizing the Contractor's services.

Preexisting Conditions: Contractor has priced this job accurately and to the best of its ability. However, the nature of construction does sometimes reveal preexisting conditions after the work has begun. Owner indemnifies and hold harmless Contractor for any existing conditions. Owner shall be responsible for all increased costs due to preexisting conditions at the Contractor's standard rates. If Owner refuses to allow Contractor to remedy the preexisting conditions, the Owner agrees to pay the Contractor within five days for materials, services, and expenses the Contractor incurred due to this Contract and to terminate the remaining services of this contract. For owners with homes built before 1978, Owner acknowledges receipt of EPA "Renovate Right" booklet.

General Disruption: Some dust, noise, and general disruption will occur during the project. Owner shall relocate any items that could be damaged in work areas including any delicate plants, flowers, cars, furniture, vehicles, and shrubs. Owner must remove any hanging items from their interior walls as well, vibrations could potentially jolt them loose. Owner must leave ample room for the Contractor to access the work area. Owner shall notify any alarm company and cable provider of the work to be performed by the Contractor and is responsible for the disconnection and reconnection of the systems including, but not limited to, alarm devices and satellites. Contractor shall not be responsible for damage to items not relocated prior to the beginning of the project.

Past Due Balances: Owner will receive an invoice for the remaining amount upon completion of the work. If invoices are not paid in full within thirty (30) days of the billing date, Owner will be charged interest on the unpaid amount pursuant to Nebraska law at a rate of 16 percent (16%) per annum. All payments will be applied first to any interest balance, then to the outstanding balance. In the event a collection agency is retained to collect the outstanding balance, the Owner agrees to pay all costs of collection, including attorney fees. Owner will incur a \$35.00 fee for any returned checks. Owner will be responsible for transaction, processing, penalty, merchant, and all other fees for any cancelled payment.

Metal Roofing: In general, oil canning is an aesthetic condition with no effect on the structural integrity of the deck. Since many uncontrollable factors can lead to oil canning, Contractor assumes no responsibility for the cost of actions taken in response to an oil canning condition. Oil Canning is not grounds for panel rejection

Availability: Contractor will advise you of the expected arrival time when the installation is scheduled. This time is subject to change. There are times the Contractor must work as long as daylight permits. Please discuss this with your consultant if there are any issues to work around. Owner shall be available to sign a certificate of completion upon completion of the work. Owner shall notify the Contractor at the time of completion of the work in writing if there are any defects or requests for modification. If the Owner fails to notify the Contractor within 48 hours of completion of any defects or requests, the Owner accepts the work as fully completed. Contractor disclaims any liability for any manufacturing defect of a product installed by the Contractor. Owner's sole recourse is with the manufacturer. Contractor further disclaims liability for any defects or damage resulting from acts outside of its control. Contractor disclaims all warranties not contained in its warranty agreement document issued to Owner upon final payment. Due to the uncertain availability of materials, Contractor has a right to withdraw from this contract if products are not reasonably available during the scheduled installation or have had a significant price increase. A significant price increase is a price increase of over 10% from the date of the signed contract to the date of the attempted installation. The price will be determined using a local supplier. Contractor has the right to substitute materials of like kind and quality due to availability.

Pets: Contractor is aware how important pets are to any family. If Owner has pets, Owner is responsible to take the necessary precautions to ensure the pet's safety, as well as the Contractor. Contractor will always its best to keep your pets safe, however it is not responsible for their safe keeping.

Disclaimers:

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY.

THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

Notice of Cancellation

Date of Transaction _____

Date of Notice _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE [BUSINESS DAYS](#) from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN [BUSINESS DAYS](#) following receipt by the [seller](#) of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, You shall not be liable for any [amount](#), including any finance charge. Within 20 calendar days after receipt of a notice of rescission, the Seller shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the [security interest](#).

If you cancel, you must make available to the [seller](#) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the [seller](#) regarding the return shipment of the goods at the [seller's](#) expense and risk.

If you do make the goods available to the [seller](#) and the [seller](#) does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the [seller](#), or if you agree to return the goods to the [seller](#) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to J-Tech Construction, at 6200 Havelock Avenue, Lincoln, NE 68507 NOT LATER THAN MIDNIGHT OF three business days from the above date.

I HEREBY CANCEL THIS TRANSACTION.

Date _____

(Buyer's signature)

Notice of Cancellation

Date of Transaction _____

Date of Notice _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE [BUSINESS DAYS](#) from the above date.

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I HEREBY CANCEL THIS TRANSACTION.

Date _____

(Buyer's signature)

.....

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date



Ciaccio Roofing Corporation
4420 IZARD Street, Omaha, Nebraska 68131
phone: 402-293-8707 fax: 402-293-0364

PROPOSAL

Proposal Submitted to

City of La Vista

Street

8110 Park View Blvd

City, State and Zip Code

La Vista, NE 68128

Contact

Jason Allen – 402-650-2741

Office Phone

402-331-4343

Job Name

La Vista City Park – concessions roof

Job Location

7629 Josephine Drive, La Vista, NE 68128

Date

May 15, 2023

We hereby submit specifications and estimates for:

EXPOSED FASTENER METAL PANEL ROOF SYSTEM APPROXIMATELY 2,339 SQUARE FEET:

In preparation for installation of the new roofing system, remove and dispose of the existing asphalt shingle roof down to the roof deck. If any deteriorated decking is discovered during roofing process and replacement is required, this work will be an additional cost to the building owner, on a “time and material” basis. Remove all debris from roof. Install **High Temperature Ice & Water Underlayment** over the roof deck. Install **Pro-Rib 29-Gauge Steel Panels, fascia metal, and eave metal** in owner’s choice of color. Installation includes a manufacturer 40-Year Limited Warranty, and a Ciaccio Roofing 2-Year Workmanship Warranty. The amount is below. If you have any questions, please call Ciaccio Roofing at 402-293-8707.

Any A/C, electrical, or plumbing work required allowing proper installation of the new roofing system will be an additional cost to below price. Ciaccio Roofing is not responsible for fasteners penetrating conduit or piping below roof deck.

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, **for the estimated sum of (this price is subject to change based on actual material costs at time of ordering):**

TWENTY-ONE THOUSAND FIVE HUNDRED NINETY DOLLARS

\$21,590.00

Payment to be made as follows:

SIXTY PERCENT PREPAY FOR MATERIALS, BALANCE DUE UPON COMPLETION.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Our workers are fully covered by Workman’s Compensation Insurance.

This proposal is based on, and subject to, the performance of all work during regular working hours, unless otherwise noted.

Nothing in any maintenance guarantee issued or promised in connection with this work shall render this company liable in any respect for any damage to the subject building or contents thereof.

Any guarantee promised in connection with this work will be issued in our standard form subject to all the provisions herein, the same as incorporated therein.

Prices quoted include sales taxes or other fees unless otherwise quoted.

All payments due under this contract shall be paid within 10 days of the invoice date. Payments thereafter shall be assessed a late fee of 1.33% per month.

Authorized

Signature _____

Representative of Ciaccio Roofing Corporation

Note: This proposal may be

withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF THIS PROPOSAL

constitutes a binding contract under the state laws of Nebraska.

Signing authorizes Ciaccio Roofing Corporation to perform the work specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



Ciaccio Roofing Corporation
4420 IZARD Street, Omaha, Nebraska 68131
phone: 402-293-8707 fax: 402-293-0364

Scope of Work:

Upon acceptance of the proposal, we will re-measure the roof to order materials. Upon delivery of roofing material, Ciaccio Roofing will coordinate the roof installation start date and placing materials on the roof with the building owner.

This proposal includes material, labor, shipping, sales tax, material lifting, and waste removal expenses. Any A/C, electrical, or plumbing work required to allow proper installation of a complete roofing system shall be at an additional cost to the bid price. Any additional work or modifications requested by the building owner will be at an additional charge.

Ciaccio Roofing shall:

- 1) Remove and dispose of the existing roof down to the roof deck.
- 2) Ensure that all surfaces on which the roofing is to be applied are clean, smooth, dry, and free of sharp edges.
- 3) Wire brush and clean all flashing surfaces.
- 4) If any deteriorated decking is discovered during roofing process and replacement is required, this work will be an additional cost to the building owner, on a "time and material" basis.
- 5) Install High Temperature Ice & Water Underlayment over the roof deck.
- 6) Install Pro-Rib 29-Gauge Steel Panels, fascia metal, and eave metal in owner's choice of color.
- 7) Remove all scrap and debris from roof and dispose of it properly.



*Ciaccio Roofing Corporation
4420 IZARD Street, Omaha, Nebraska 68131
phone: 402-293-8707 fax: 402-293-0364*

PAYMENT DUE UPON COMPLETION

Any HVAC, electrical, plumbing, carpentry, demolition, or temporary building interior protection required to allow for proper installation of the new roof system or roof repair will be an additional cost to the contract price unless directly stated in writing in our scope of work.

Ciaccio Roofing Corporation is not responsible or liable for the following: fasteners penetrating conduit, piping, or any other materials below the roof deck, water entering the building during the tear-off or new roof installation process because of water trapped in the existing roof system, dust or debris entering the building during the tear-off or new roof installation process.

The property owner or property owner representative agrees to provide Ciaccio Roofing Corporation without charge sufficient storage room for all materials and equipment and reasonable use of roof access, driveways, and parking.

Any deviation or modification to our scope of work requested by the property owner or property owner's representative will be an additional cost to the contract price.

All material is guaranteed to be as specified. All work is to be completed according to standard industry practices and/or manufacturer specifications. All agreements are contingent upon strikes, accidents, weather, or delays beyond our control.

Ciaccio Roofing Corporation will carry Workman's Compensation and Liability Insurance.

This proposal is based on, and subject to, the performance of all work during regular working hours, unless directly stated in writing in our scope of work.

Service and/or Finance Charges: All payments due under this contract shall be paid within 10 days of the invoice date. Payments thereafter will be assessed with a late fee of 1.33% per month.

Date of Acceptance

Initial