

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 17, 2025 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT – EMERGENCY POLICE STATION ROOF REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CODY MEYER BUILDING SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to award a contract to J-Tech Construction, Lincoln, Nebraska for the replacement of the asphalt roof at the Police Department in an amount not to exceed \$131,372.

FISCAL IMPACT

The FY25/FY26 Biennial Budget includes funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

The current asphalt roof has reached the end of its useful life. The roof has multiple areas of shingle blow off and damage due to weather and age. There are multiple leaks that have been patched over time.

Three (3) bids were received:

J-Tech Construction \$131,372.00

Elevate Roofing \$130,864.00

Weatherguard, Inc \$111,595.00

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO J-TECH CONSTRUCTION, LINCOLN, NEBRASKA, FOR THE REPLACEMENT OF THE ASPHALT ROOF AT THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$131,372.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the asphalt roof at the Police Department is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this project; and

WHEREAS, bids were solicited; and

WHEREAS Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to J-Tech Construction, Lincoln, Nebraska for the replacement of the asphalt roof at the Police Department in an amount not to exceed \$131,372.00.

PASSED AND APPROVED THIS 17TH DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

12/13/2024



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

Company Representative
Dave Dickerson
Phone: (402) 612-8891
dave@jtechconst.com

This Estimate is to completely tear off and replace Asphalt roofing system. The roof size is 213 Sq. with waste included.

Replace:

Underlayment, Ice & Water Shield, Starter Shingle, Shingles, Hip & Ridge, Ridge Venting, Valley Metal Flashing, Any Pipe Vents Flashing, Drip Edge, Gutter Apron, Step Flashing, and Any Headwall Flashing needed.

Exclusions:

Flat Roof Membrane System or any parts involved will remain, Any Parapet Wall Capping will remain, Custom Gutter System will remain, Sheeting or Decking.

If Sheeting/Decking needs to be replaced, a change order for \$75/Sheet or \$225/Sq. will need to be submitted

This quote is subject to material availability. Proposal pricing is guaranteed for 30 days.

Permits not included in base bid. If required, J-Tech Construction can furnish permits as an add to the base bid on an at cost basis.

La Vista Police Department (Cody Meyer)
City of La Vista
7701 South 96th Street
La Vista, NE 68128
(402) 380-0571

Job: La Vista Police Department (Cody Meyer)

Roofing-Asphalt Section

	Qty	Unit	Price
ATLAS PINNACLE PRISTINE SG	213.00	SQ	--
ATLAS PRO-CUT H&R	17.00	BD	--
TOP SHIELD STARTER STRIP PLUS	8.00	BD	--
TOP SHIELD ICE & WATER DEFENDER UNBOXED	22.00	RL	--
TOP SHIELD SG 30 SYNTHETIC BLUE	10.00	RL	--
TOP SHIELD EG COIL ROOFING NAILS 1-1/4' 7200/BX	14.00	BX	--
TOP SHIELD LOR-30 LO-OMNIROLL RIDGE VENT	16.00	RL	--
PLASTIC CAP NAIL 1" 2000/BX	8.00	BX	--
PHILLIPS GUTTER APRON WHITE 2"	72.00	PC	--
PHILLIPS D-STYLE DRIP EDGE WHITE	25.00	EA	--
PHILLIPS W-VALLEY BRONZE 24" X 10' 28GA	30.00	PC	--
PHILLIPS GALV PB STEP FLASHING BRONZE	7.00	EA	--
PHILLIPS WALL/DORMER FLASHING BRONZE	12.00	PC	--
TOP SHIELD ELASTOMERIC SEALANT CLEAR	24.00	EA	--
TOP SHIELD ROOF ACCESSORY PAINT WW	4.00	EA	--

\$111,372.00

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 co-payee 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 Kauer 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