

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 5th day of February, 2021, by and between Lyon Pride Roofing, Inc. from Giltner, 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 and an advertisement calling for proposals to be published, for RENOVATE STOLLEY CONCESSION BUILDING; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible proposer, 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, 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 Forty seven thousand five hundred fifty and .50/cents Dollars \$47,550.50 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 of the **RENOVATION OF THE STOLLEY CONCESSION BUILDING**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance is approved, and that the Contractor shall complete the work by May 31, 2021. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

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 Lyn Pride Roofing Inc
By Ross [Signature]
Title Owner

Date 02/05/2021

CITY OF GRAND ISLAND, NEBRASKA,

By Roger H. Steele
Mayor

Date Feb. 10, 2021

Attest: Ra Dee Edwards
City Clerk

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

Stacy R. [Signature]
Attorney for the City

Date 2/9/21

Proposal:

Barry Burrows
City of GI - Parks Division
1707 West Oklahoma
Grand Island NE, 68802-1968
308-385-5426 / 308-390-0630
2350



LYON PRIDE ROOFING, INC.

308-390-1392

Ross Lyon (Owner)

P. O. Box 234 Giltner, NE 68841

www.lyonprideroofinginc.com

FAX: 402-849-2849

The scope of this project is in reference to the renovation of the Stolley Park Concession building.

Proposed Work:

- The project includes the removal and disposal of the asbestos tile shingles.
- Installation of new TAMKO Heritage asphalt shingles including all new synthetic underlayment, ice & water shield, drip edge metal, valley metal, vents, and plumbing pipe boots. Shingles have a Limited Lifetime Warranty / 3 year labor warranty.
- Removal and disposal of all old vinyl siding as well as the black jack board. New 7/16 OSB sheathing will be installed with Tyvek wall underlayment. New Ovation D4.5 Dutch Lap vinyl siding and all accessories for the siding will be installed. Ovation Qualities: Exceptionally Strong, Durable and extra thick to resist damage from everyday life, High Wind Speed Rating – Withstands up to 195 mph winds, Exceptional Curb Appeal, Beautiful, detailed cedar texture with a deep shadow line, Low Maintenance, SolarDefense Reflective Technology™ developed to resist fading and distortion and comes with an industry-leading No Fade No Distortion Promise, Exclusive Hang-Tough™ Technology – Boosts durability so panels are more resistant to cracking, impact and thermal distortion, SNAP+LOCK+HOLD™ Panel Locking System – grips panels together and keeps them put, minimizing the possibility of loose panels, wind and water damage, Duranyl 5000® Protection System – Proprietary technology adds extra UV protection, VIP Limited Lifetime Warranty, one year labor warranty.
- New 5 inch seamless gutters with the larger 3X4 downspouts will be installed on the entire building. One year labor warranty.
- All windows will be removed and disposed. New white vinyl Pella windows will be installed. All interior trim for the windows and will be completed with a white pre-finished trim as part of this project. The windows have a 10/20 year warranty. There will be a 1 Year labor warranty.

Proposed work schedule:

- Due to the asbestos tile shingle mitigation, and the personal protective equipment and suits to be used for the mitigation, it is important for workers health and safety to complete this part of the project when the weather temperatures are cooperative being neither too cold or too hot. For this reason, we will begin work in early May with the total project lasting about two weeks weather permitting. We should be easily able to finish the project by the May 31st 2021 deadline.
- First, we will start with the roofing part of the project and the removal of the asbestos tile shingles. The Kids Kingdom playground and the covered picnic area to the north of the concession building will need to be closed for the period of time during the asbestos mitigation with an adequate "roped off barrier" warning park users of the construction hazard. When mitigation is completed, the new roofing system will be installed.
 - Second, all siding and black jack board will be removed along with windows and the 2 doors. New OSB sheathing will be installed along with the TYVEK wrap. New windows and doors will be installed as we work around the building with the trim work being completed inside. When completed the new siding will be installed.
 - Third, the gutters and downspouts will be installed. Clean up will be done during the entire project process with a final clean up of the area for the completion of the project.

Experiences / References:

- St. Anselms Catholic Church Anselmo, NE (asbestos tile shingle mitigation and new shingle install)
- Contact Fr. Jim Elmer at 308-872-5716 / 308-530-5900
- Edna Business Doniphan, NE (multiple residential projects including million dollar plus projects)
- Contact Jason King at 308-379-2530
- City of Grand Island, NE (multiple residential and commercial projects)
- Contact Gus Peters at 308-390-5594
- Cardinal Construction Doniphan, NE (multiple residential projects)
- Contact Mike Hoopes at 308-376-3388 / 402-845-2075

REP

January 14, 2021

Bid To:

Barry Burrows
 City of GI - Parks Division
 1707 West Oklahoma
 Grand Island NE, 68802-1968
 308-385-5426 / 308-390-0030
 bburrows@grand-island.com



LYON PRIDE ROOFING, INC.

308-390-1392

Ross Lyon (Owner)

P. O. Box 234 Giltner, NE 68841

www.lyonprideroofinginc.com

FAX: 402-849-2849

FOR: Stolley Park Concession Building - Asbestos Mitigation

Tear Off -Asbestos Slate Tiles	25	Squares	150.00	Per Square	\$3,750.00
PPE Equipment	1		2995.00		\$2,995.00
INSTALLATION					
TAMKO HERITAGE	27	Squares	160.00	Per Square	\$4,320.00
Hip & Ridge (Caps)	5	Bundles	60.00	Per Bundle	\$300.00
Starter Row	2	Bundles	55.00	Per Bundle	\$110.00
Wall Black Board Removal	17	Squares	75.00	Per Square	\$1,275.00
Wall Sheeting New OSB	1700	Square Feet	2.25	Per Square	\$3,825.00
Windows Package L&M	1		7500.00		\$7,500.00
Re-Decking (Sheeting)		Square Feet		Per Square Foot	
Ice & Water Shield	3	Rolls	55.00	Per Roll	\$165.00
Vents	7	Vent(s)	40.00	Per Vent	\$280.00
Power Vents		Vent(s)		Per Vent	
Step Flashing		Feet		Per Foot	
Valley	90	Feet	3.50	Per Foot	\$315.00
Style "D" (Drip Edge)	120	Feet	1.50	Per Foot	\$180.00
Gutter Apron (Drip Edge)	140	Feet	1.50	Per Foot	\$210.00
Plumbing Boots	2	Boots	35.00	Per Boot	\$70.00
Lift Rental	1		1500.00		\$1,500.00
Siding Ovation D4.5 Dutch Lap	17	Squares	415.00	Per Square	\$7,055.00
Metal Fascia	254	Feet	7.50	Per Foot	\$1,905.00
Gutters & Downspouts (5")	231	Feet	5.50	Per Foot	\$1,270.50
No Access To Trailer	25	Squares	26.00	Per Square	\$650.00
Disposal Fee	25	Squares	35.00	Per Square	\$875.00
Sub Total					\$38,550.50
Sales Tax					
Total					\$38,550.50

January 14, 2021

REF

Door Proposal:

Barry Burrows
City of GI - Parks Division
1707 West Oklahoma
Grand Island NE, 68802-1968
308-385-5426 / 308-390-0030



LYON PRIDE ROOFING, INC.

308-390-1392

Ross Lyon (Owner)

P. O. Box 234 Giltner, NE 68841

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FAX: 402-349-2849

Additional Door Proposal - Stolley Park Concession Building

Preferred:

Upon inspection of the building it was discovered that the south door and the east door were in poor condition and rotting near the base of the sides and the threshold. The two doors are in need of replacement. This proposal is for the labor and materials to remove the two doors and replace them with two pre-finished Steel Bayer Built 42 inch doors with a dual sidelight (glass). These doors will be white with a metal clad structure and will not rot like the current doors. All trim work will be completed on the inside. The doors would be replaced at the same time the windows and siding are replaced. There will be a manufacturers warranty of 15 years and a 1 year labor warranty. The swing for the two doors will be changed to an outside swing.

BID: \$9000.00

Suggested Alternative:

~~Replace both doors with a basic Steel Bayer Built 42 inch door with no sidelights (will need to be painted and maintained). The rough openings will be reframed with the inside needing insulation and drywall finish. All trim work for the doors will be completed on the inside. Painting of the door and finished drywall, will be the responsibility of the City Parks Department. The doors will be replaced at the same time the windows and siding are replaced. There will be a manufacturers warranty of 15 years and a 1 year labor warranty. The swing for the two doors will remain as they currently are, an inside swing.~~

BID: \$5525.00

NOTE:

Any floor height (threshold) differences or changes currently existing or currently existing damaged floor surfaces near the two doors being replaced will not be the responsibility of LPRI for any correction or repair. LPRI will not be held liable for any injuries that could occur to any city employees, city subcontractors, or park patrons who would be using the building after the new doors are installed.

January 14, 2021

