

Department of Public Works

City Hall
730 Washington Avenue
Racine, WI 53403
262.636.9121 – Public Works
262.636.9191 - Engineering



John C. Rooney, P.E.
Commissioner of Public Works/City Engineer

Thomas M. Eeg, P.E.
Asst. Comm. of Public Works/Operations

TO: Alder Molly Jones, Chairwoman
Public Works and Services Committee

FROM: Thomas M. Eeg
Assistant Commissioner of Public Works/Operations

DATE: January 19, 2021

RE: Final Payment, Contract 20200049, Fire Station No. 2- Roof Replacement-
Hernandez Roofing, LLC.

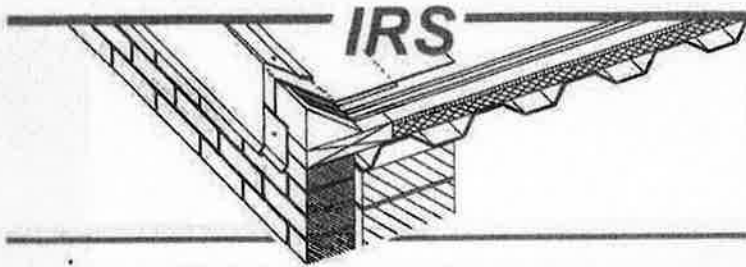
The work on Contract 2000049, Fire Station No. 2- Roof Replacement has been completed and Hernandez Roofing, LLC, is requesting final payment in the amount of \$68,688.00. Final payment to include retainage.

The project was authorized by Resolution No. 0431-20, dated July 21, 2020 in the amount of \$67,725.00. Change Order No 1 was authorized by Resolution No. 0861-20, dated December 15, 2020 in the amount of \$963.00.

Funding is available in Org-account 45030-57200, Fire Department-Building Improvements.

TME:km

cc: John Rooney
Jon Dragotta
File



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

January 12, 2021

Mr. Thomas Eeg
City of Racine DPW
730 Washington Ave.
Racine, WI 53403

Re: 20200049 - Fire Station No. 2 - roof replacement

Dear Mr. Eeg:

Enclosed you will find the detailed estimate form, change order, invoice, application for payment, waiver of lien, and warranites for the 20200049 - Fire Station No. 2 roof replacement. This is being submitted by Hernandez Roofing, LLC. The payment application has been approved and is being forwarded to you for processing and payment.

Please feel free to contact me with any questions.

Sincerely,
INDUSTRIAL ROOFING SERVICES, INC.

Kim Wesell
Controller

Enclosures

DETAILED ESTIMATE

City of Racine
Public Works Contract
Partial Payment No. 2 Period from 11/06/20 to 01/08/21
Contract No. & Name
2C200049 Roof Replacement - Fire Station No 2
7082205

Commissioner of Public Works
730 Washington Avenue
Racine, Wisconsin 53403

Qty	UoM	Total Cost	Cost per Unit	Quantity	COMPLETE TO DATE	
					% Complete	Total Cost
1	LS	\$ 67,725.00 963	\$67,725.00 963		100%	67,725 963
TOTAL CONTRACT AMOUNT		\$ 67,725.00 68,688			100%	68,688

Description of Work and/or Materials Shown on Site
Perform Roof Replacement at Fire Station No 2, as shown in the attached plans and specifications
change order #1

According to the best of my knowledge and belief, I certify that the work covered by this Detailed Estimate has been completed in accordance with the Contract Documents and that the current payment shown herein is due. I further certify that all claims outstanding as of this date against the undersigned as Contractor for labor, materials and expendable equipment employed in the performance of said contract up to this date have been paid in full in accordance with the requirements of said contract

Contractor Hernandez Roofing LLC Date 01/08/2021
By Antu Hely Title President
(Signature of Officer, Partner, or Owner)

17287

CITY OF RACINE
DEPARTMENT OF PUBLIC WORKS

CONTRACT CHANGE ORDER

Contract No & Name CONTRACT NO. 20200049 Roof Replacement - Fire Station No. 2

C.O. No. 1 Funding Account(s) Original Contract \$ 67,725.00
45030 57200 Previous C.O.'s _____
 Contract Total \$ 67,725.00

Contractor Hernandez Roofing, LLC

We mutually agree to the contract change order as herein delineated.

Item No.	Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease in Contract	Increase in Contract
1	Install 3 sump pumps to improve drainage		\$963.00
	<i>[Signature]</i> (IRS) 1-11-21		
	Total Decrease	\$0.00	XXXXXXXXXXXX
	Total Increase	XXXXXXXXXXXX	\$963.00
	Change in Contract Amount due to this Change Order		\$963.00

Adjusted Contract Amount \$68,688.00

The time provided for completion in the contract is increased by 10 calendar days.

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by *[Signature]* Contractor 12/2/20 Date

Recommended by _____ Engineer/Department Head _____ Date

Approved by _____ Finance Director _____ Date

Approved by _____ Commissioner of Public Works _____ Date

Authorized by Resolution No _____ Date

Hernandez Roofing, LLC

16995 W Victor Rd
New Berlin, WI 53151

Invoice

Date	Invoice #
08/20/21	4996

Bill To
City of Racine 730 Washington Ave Racine, WI 53403

P O No	Terms	Project
	Due on receipt	2430 Northwestern Ave

Description	Amount
Contract # 20200049 Fire Station #2	8,680.50

Thank you for your business	Total 8,680.50
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APPLICATION AND CERTIFICATION FOR PAYMENT

111 XXXI MENT 1702

PAGE ONE OF TWO

PAGES

OWNER
City of Racine
230 Washington Ave
Racine, WI 53404

PROJECT: Fire Station #2
2430 Northwestern Ave
Racine, WI 53404

CONTRACTOR
Bernandez Roofing LLC
46905 W. Victor Rd
New Berlin, WI 53151

VIA CONSULTANT, Industrial Roofing Services

APPLICATION NO: 2
PERIOD TO: 01/08/2021
PROJECT NOS: 20200049
CONTRACT DATE: 09/01/2020

Distribution to
 OWNER
 ARCHITECT
 CONTRACTOR
 SUBCONTRACTOR

ROOFING

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract Identification Sheet. AIA Document C703 is attached.

1. ORIGINAL CONTRACT SUM	\$ 67,25.00
2. Net change by Change Orders	\$ 963.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 68,688.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 68,688.00
5. RETAINAGE	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 68,688.00
7. LESS PREVIOUS CERTIFICATES	\$ 0.00
8. CURRENT PAYMENT	\$ 68,688.00
9. BALANCE TO BE PAID	\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued, and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR,

By: Chris Tudy Date: 1/11/2021
 State of: Wisconsin
 Subscribed and sworn to before me this 11th day of January 2021
 Notary Public: Geoffrey A. Nurse
 My Commission Expires: August 28, 2023

CONSULTANT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the application, the Consultant certifies to the Owner that to the best of the Consultant's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT HEREIN.

AMOUNT HEREIN \$ 68,688.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved	\$0.00	\$0.00
01/08/2021 - 01/08/2021	\$963.00	\$0.00
Total approved this Month	\$963.00	\$0.00
TOTALS	\$963.00	\$0.00
NET CHANGE IN BALANCE ORDER	\$963.00	

By: Geoffrey A. Nurse Date: 1-11-21
 This Certificate is non negotiable. The AMOUNT HEREIN is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the American Institute of Architects (AIA) at www.aia.org

Schedule Of Values

Fernandez Roofing
 16955 W. Vctor Road
 New Berlin, WI 53151

Fire Station #2 Roof Replacement
 2430 Northwestern Avenue
 Racine, WI

IRS Job #
 Application Number
 Application Date

17287
 2
 1/8/2021

A	B	C	D	E	F	G	H	I	J
Item #	Description of Work	Scheduled Value	From Previous Application	This Period	Materials Percently Stored	Total Completed & Stored To Date	% Complete (S/C)	Balance to Finish (C/G)	Retainage
1	Roof Membrane/Adhesive	\$6,181.00	\$6,181.00	\$0.00	\$0.00	\$6,181.00	100%	\$0.00	\$0.00
2	Vapor Barrier/Primer	\$4,152.00	\$4,152.00	\$0.00	\$0.00	\$4,152.00	100%	\$0.00	\$0.00
3	Insulation	\$7,235.00	\$7,235.00	\$0.00	\$0.00	\$7,235.00	100%	\$0.00	\$0.00
4	Insulation Adhesive	\$3,665.00	\$3,665.00	\$0.00	\$0.00	\$3,665.00	100%	\$0.00	\$0.00
5	Flashings/Misc Materials	\$5,652.00	\$5,652.00	\$0.00	\$0.00	\$5,652.00	100%	\$0.00	\$0.00
6	Dumpster	\$2,060.00	\$2,060.00	\$0.00	\$0.00	\$2,060.00	100%	\$0.00	\$0.00
7	Gravel Vacuum	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100%	\$0.00	\$0.00
8	Crane	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	\$0.00
9	Warranty	\$1,050.00		\$1,050.00		\$1,050.00	100%	\$0.00	\$0.00
10	Portable Toilet	\$250.00	\$250.00	\$0.00	\$0.00	\$250.00	100%	\$0.00	\$0.00
11	Roofing Labor	\$22,500.00	\$22,500.00	\$0.00	\$0.00	\$22,500.00	100%	\$0.00	\$0.00
12	Sheet Metal Labor	\$8,320.00	\$8,320.00	\$0.00	\$0.00	\$8,320.00	100%	\$0.00	\$0.00
13	Sheet Metal Materials	\$2,777.00	\$2,777.00	\$0.00	\$0.00	\$2,777.00	100%	\$0.00	\$0.00
14	Bond	\$1,183.00	\$1,183.00	\$0.00	\$0.00	\$1,183.00	100%	\$0.00	\$0.00
15	Change order #1	\$963.00		\$963.00		\$963.00	100%	\$0.00	\$96.30
	TOTALS:	\$68,688.00	\$66,675.00	\$2,013.00	\$0.00	\$68,688.00	#VALUE!	\$0.00	\$0.00

TO: Commissioner of Public Works
Racine, Wisconsin

Lien Waiver (in full)

WAIVER OF CONSTRUCTION LIEN

For value received, the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished or to be made or furnished for the improvement of said lands, said improvements being done for the City of Racine by

HERNANDEZ ROOFING

(prime contractor's name)

said lands being situated in Racine County, State of Wisconsin, and described as follows (contract number and name of contract):

CONTRACT #20200049, ROOF REPLACEMENT AT FIRE STATION #2

The work done and/or materials furnished by the undersigned for said job is as follows:

REROOF OF FACILITY INCLUDING ALL MATERIALS REQUIRED

(describe).


Signature

PROJECT MANAGER

Title

HERNANDEZ ROOFING

Firm Name

Date of this Waiver:

DECEMBER 21, 20 20



December 21, 2020

City of Racine
Department of Public Works
730 Washington Avenue
Racine, WI 53403

Re: Fire Station #2 Reroof - Two-Year Installer's Warranty

Hernandez Roofing, LLC shall guarantee that all equipment and all parts thereof, material and/or workmanship shall be first class and free from defects for two years from the date of substantial completion, November 13, 2020.

Hernandez Roofing LLC will, upon notice and without undue delay or expense to the Owner, make good or repair the whole or any part of the work which shall fail or develop unfitness for the purpose for which it is intended within two years after the date of acceptance of the completed work. This repair will be made assuming maintenance has been performed at regularly scheduled intervals as necessary and does not cover normal wear conditions anticipated for the product.

Regards,

A handwritten signature in black ink that reads "Thomas Rentmeester".

Tom Rentmeester
Hernandez Roofing
TR@hernandezroof.com
414-439-9563

Hernandez Roofing
16995 W. Victor Road
New Berlin, WI 53151
www.hernandezroof.com

TOTAL ROOFING SYSTEM WARRANTY

VERSICO
ROOFING SYSTEMS

WARRANTY NO.: 1529193
BUILDING OWNER: CITY OF RACINE DEPARTMENT OF PUBLIC WORKS
NAME OF BUILDING: FIRE STATION #2 ROOF REPLACEMENT
BUILDING ADDRESS: 2430 NORTHWESTERN AVENUE RACINE, WI
DATE OF COMPLETION OF THE VERSICO TOTAL ROOFING SYSTEM: 11/13/2020
DATE OF ISSUE: 12/1/2020

Versico, a division of Carlisle Construction Materials Incorporated (Versico), warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Versico will repair any leak in the Versico Roofing System (Versico Total Roofing System) installed by a Versico Authorized Roofing Contractor for a period of 20 years, commencing with the date of Versico's acceptance of the Versico Total Roofing System installation. However, in no event shall Versico's obligations extend beyond 20.5 years, subsequent to the date of substantial completion of the Versico Total Roofing System. See below for exact date of warranty expiration.

The Versico Total Roofing System is defined as the following Versico brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other Versico brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice via letter, fax or email within thirty (30) days of any leak in the Versico Total Roofing System. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Versico determines that the leak is caused by a defect in the Versico Total Roofing System's materials, or workmanship of the Versico Authorized Roofing Contractor in installing the same, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak. Versico shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:
 - (a) The Versico Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of 55 mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Versico Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
 - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Versico brand metal work, etc., occurs and causes a leak, or otherwise damages the Versico Total Roofing System; or
 - (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or

- (g) Acids, oils, harmful chemicals and the like come in contact with the Versico Total Roofing System and cause a leak, or otherwise damage the Versico Total Roofing System; or
- (h) The Versico Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Versico Authorized Contractor or any additional contractor or subcontractor failed to follow Versico's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Versico inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

- (a) If, after installation of the Versico Total Roofing System by a Versico Authorized Roofing Contractor, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Versico; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Versico's Care & Maintenance Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Versico that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, Versico shall have free access to the roof during regular business hours.

7. Versico shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Versico Authorized Roofing Contractor, Versico, or material suppliers.

8. Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Versico shall not be responsible for the cleanliness or discoloration of the Versico Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Versico representative.

12. Any dispute, controversy or claim between the Owner and Versico concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Versico do not resolve the dispute, controversy or claim in mediation, the Owner and Versico agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

13. Roof System Design Assembly: Versico, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The Versico Authorized Contractor or any additional contractor or subcontractor are not agents of Versico.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Lorraine Russ



AUTHORIZED SIGNATURE

TITLE: General Manager

This Warranty Expires: 11/30/2040

Versico Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Versico disclaims and assumes no liability for any rooftop activity.

- **Owner** must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and rooftop units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Versico at 1-800-233-0551 or at www.versico.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Versico's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Versico is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Versico Authorized Contractor. The Versico Authorized Contractor must notify Versico when the revision work is complete. The necessary form can be found on the Versico website via the Authorized Contractors login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Versico website for additional guidelines.