

Department of Public Works

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



John C. Rooney, P.E.
Commissioner of Public Works

Ron J. Pritzlaff, P.E.
Asst. Comm. Of Public Works/Operations

Ara P. Molitor, P.E.
City Engineer

April 6, 2022

TO: Alder Mollie Jones, Chair
Public Works and Services Committee

FROM: Ron J. Pritzlaff, Asst. Commissioner of Public Works
Department of Public Works

RE: Final Payment, Contract 2021028, Roof Replacement – Safety Building, FJA Christiansen Roofing Company, Inc., Contractor

The work on Contract 2021028, Roof Replacement – Safety Building has been completed and the contractor, FJA Christiansen Roofing Company, Inc., is requesting final payment. The final contract amount for all work completed is \$528,385.00.

The project was authorized by Resolution Number 0353-21 of May 18, 2021 in the amount of \$548,185.00.

Change Order No. 1 for the contract, approved under Resolution No. 0042-22, adjusted the contract in the deduct amount of (\$19,800).

Final funding for the project is as follows:

<u>ORG OBJECT</u>	<u>Description</u>	<u>Amount</u>
45040 57200	DPW Building Improvements	\$ 528,385.00
	Total	\$ 528,385.00

Cc: Joy Hansche
File

RJP/

APPLICATION AND CERTIFICATE FOR PAYMENT

CITY OF RACINE

DEPARTMENT OF PUBLIC WORKS

To: Commissioner of Public Works
 730 Washington Avenue -- Room 303
 Racine, Wisconsin 53403

Contractor FJA Christiansen Roofing Co., Inc.
PO Box 090350
Milwaukee, WI 53209-0350

Contract No. 2021028

Payment No. 4 (Final)

Contract Name Safety Building Roof Replacement

Period from 12/1/2021 to 1/31/2022

CHANGE ORDER SUMMARY:		ADDITIONS \$	DEDUCTIONS \$
Change Orders Approved in			
Previous Months by Owner			
TOTAL		0.00	
Subsequent Change Orders			
No.	Approval Date	Resolution No.	
1	2/1/22	0042-22	19,800.00
TOTAL		0.00	19,800.00
Net Change by Change Orders		0.00	19,800.00

APPROVED AND PAYMENT AUTHORIZED:

[Signature]
 Project Engineer 4/6/22
 Date

Department Head _____ Date _____
 Commissioner of Public Works _____ Date _____

Original Contract Bid \$ 548,185.00

Net Change by Change Orders \$ -19,800.00

Contract to Date (Including Change Orders) \$ 528,385.00

Total Work Completed to Date \$ 528,385.00

Retainage ___ % of \$ 0.00

Total Earned Less Retainage \$ 528,385.00

Less Previous Payments

#1	\$ 271,295.37
#2	\$ 206,000.00
#3	\$ 32,185.00

Total of Previous Payments \$ 509,480.37

CURRENT PAYMENT DUE: \$ 18,904.63

Final Payment = \$5,200.00
Retainage = \$13,704.63



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

March 11, 2022

Mr. Ronald Pritzlaff
City of Racine DPW
730 Washington Ave.
Racine, WI 53403

Re: 2021028 Safety Building

Dear Mr. Pritzlaff:

Enclosed you will find the invoice, retainage application for payment, change order, waivers of lien, and warranties for the 2021028 Safety Building roof replacement. This is being submitted by FJA Christiansen Roofing Co., Inc. 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

APPLICATION AND CERTIFICATE FOR PAYMENT

F. J. A. CHRISTIANSEN ROOFING CO., INC.

TO OWNER: City of Racine
 C/O Industrial Roofing Services
 730 Washington Avenue Room 201
 Racine, WI 53403

PROJECT: City of Racine Safety Building
 730 Washington Avenue
 Racine, WI 53403
 Contract #2021028

APPLICATION NO.: X
 PERIOD TO: 1/31/2022
 Project No. 150210079

Distribution to:
 OWNER

FROM CONTRACTOR:
 F. J. A. Christiansen Roofing Co., Inc.
 2101 W. Purdue Street
 Milwaukee, WI 53209

VIA ARCHITECT:
 Industrial Roofing Services
 13000 West Silver Spring Drive
 Butler, WI 53007

CONTRACT DATE: 6/1/2021

C.M.

CONTRACTOR

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

- 1. ORIGINAL CONTRACT SUM \$548,185.00
- 2. Net change by Change Orders (\$19,800.00)
- 3. CONTRACT SUM TO DATE \$528,385.00
- Total Completed to Date \$528,385.00

- a. 0 % of Completed Work \$0.00
- b. % of Stored Material \$0.00
- Total Retainage (total of a + b) \$0.00

- 6. TOTAL EARNED LESS RETAINAGE \$528,385.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ~~\$074,090.37~~
- 8. CURRENT PAYMENT \$18,904.63
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$5,200.00	(\$19,800.00)
Total approved this Month	\$5,200.00	(\$19,800.00)
TOTALS	\$5,200.00	(\$19,800.00)

NET CHANGES by Change Order

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by 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: F. J. A. Christiansen Roofing Co., Inc.
 By: Don Walter, President

State of: Wisconsin
 County of: Milwaukee

Subscribed and sworn to before me this 24th day of January

Notary Public: [Signature]

My Commission expires: 02/10/2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect'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 CERTIFIED.

AMOUNT CERTIFIED \$18,904.63

(Attach explanation if amount certified differs from the amount applied for. List all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Base Anzorelku, Architect
 Date: 3/11/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment here without prejudice to any rights of the Owner or Contractor under the Contract.



F.J.A. CHRISTIANSEN ROOFING CO., INC.

TECTA AMERICA Roofing Redefined

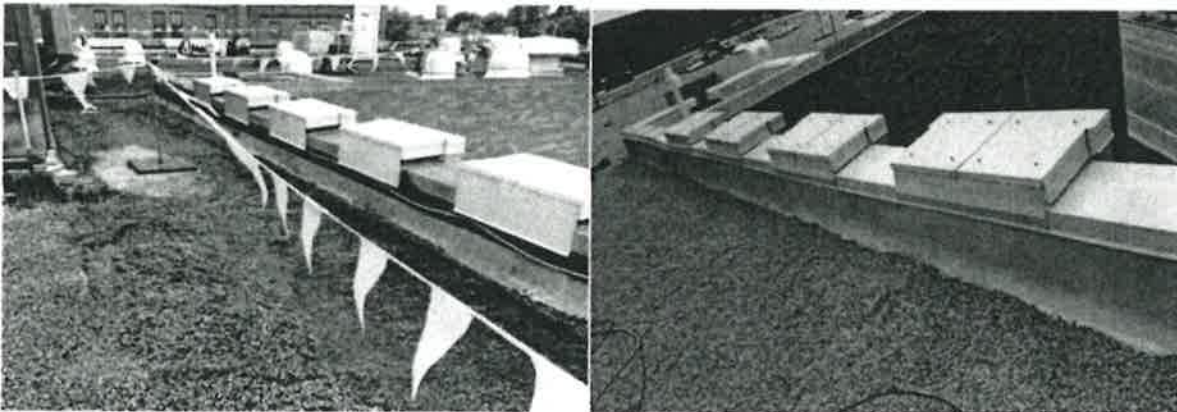
December 22, 2021

**Commissioner of Public Works
Room 304, City Hall
730 Washington Avenue
Racine, Wisconsin 53403**

Racine Safety Building: Metal Coping Change Order

Scope of work:

- Remove existing copings and modify to allow new roofing to be installed without damage or asphalt staining to occur.
- Install existing coping back over the parapet wall and fasten with new sealant and fasteners.
See pictures below.



We will perform as outlined above for the sum of **\$5,200.00**. If you have any questions please do not hesitate to call.

Respectfully Submitted,

Sean Kocherer
Project Manager
FJA Christiansen Roofing Co., Inc.

Dependable Service since 1879

2101 W. Purdue Street Milwaukee, Wisconsin 53209-0350 | T: 414.445.4141 F: 414.449.4748 | christiansenroofing.com

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

RTA CHRISTIANSEN Roofing Co. Inc
(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 # 201228 Roof Replacement
At Safety Building (PWP)

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

Roofing Labor & MATERIALS
(describe).

[Signature]
Signature

President
Title

RTA CHRISTIANSEN Roofing Co. Inc
Firm Name

Date of this Waiver:

1-24, 2012

FINAL WAIVER OF LIEN

STATE OF WISCONSIN
 COUNTY OF MILWAUKEE
 TO WHOM IT MAY CONCERN.

WHEREAS The undersigned has been employed by City of Racine
 to furnish ROOFING LABOR AND MATERIAL
 for the premises known as City of Racine Safety Building
 of which City of Racine is the owner.

The undersigned, for and in consideration of Thirteen Thousand Seven Hundred Four and 63/100 (\$13,704.63) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under THIS hand and seal ON this
24th day of January, 2022
 Signature and Seal: [Signature]
 Don Walter, President

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF WISCONSIN
 COUNTY OF MILWAUKEE
 TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is President
 of the FJA CHRISTIANSEN ROOFING CO., INC.
 who is the contractor for the ROOFING LABOR AND MATERIAL work on the
 building located at 730 Washington Ave, Racine, WI 53403
 owned by City of Racine

That the total amount of the contract including extras is \$528,385.00 on which he has received payment of \$ 514,680.37 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
FJA Christiansen Roofing Co	Roofing	\$452,941.31	\$439,236.68	\$13,704.63	\$0.00
Roofers Mart	Materials	\$75,443.69	\$75,443.69	\$0.00	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$528,385.00	\$514,680.37	\$13,704.63	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 24th day of January, 2022
 Signature: [Signature]
 Subscribed and sworn to before me this 24th day of January, 2022

STATE OF Wisconsin
COUNTY OF Milwaukee

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS The undersigned has been employed by FJA Christiansen Roofing Co., Inc.

to furnish Materials

for the premises known as City of Racine Safety Building

of which City of Racine is the owner.

The undersigned, for and in consideration of Seventy Five Thousand Four Hundred Forty Three AND 69/100 (\$75,443.69) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises, including Extras.

DATE:

COMPANY NAME: Roofers Mart

ADDRESS: 4710 N. 124th St., Wauwatosa, WI 53225

Signature Jayne Claude TITLE President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHAGE ORDERS BOTH ORAL AND WRITTEN TO THE CONTRACT

STATE OF
COUNTY OF

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE undersigned, (NAME) _____ BEING DULY SWORN DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) _____ OF

(COMPANY NAME) Roofers Mart IS THE

CONTRACTOR FURNISHING MATERIALS WORK ON THE BUILDING

located at 730 Washington Avenue Racine WI, 53403

owned by City of Racine

That the total amount of the contract including extras is \$ 75,443.69 on which he has received payment of \$75,443.69 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Roofers Mart</u>	<u>Materials</u>	<u>\$75,443.69</u>	<u>\$75,443.69</u>	<u>0.00</u>	<u>0.00</u>
TOTAL LABOR AND MATERIAL, INCLUDING EXTRAS TO COMPLETE		<u>\$75,443.69</u>	<u>\$75,443.69</u>	<u>\$0.00</u>	<u>\$0.00</u>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 1/24/22 SIGNATURE Jayne Claude
SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th day of January

Laurie A. Schreif SEAL
NOTARY PUBLIC



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS BOTH ORAL AND WRITTEN TO THE CONTRACT
FINAL WAIVER OF LIEN



F.J.A. CHRISTIANSEN ROOFING CO., INC.

EXCELLENCE IN ROOFING RELIABILITY

COMMERCIAL ROOFING WARRANTY

2101 W. Purdue Street • P.O. Box 090350 • Milwaukee, WI 53209 • Tel: 414-445-4141 • Fax: 414-449-4748

Owner/Manager: City of Racine -- Safety Building

Address: 730 Center Street Racine, WI 53403

Roofing Location/No. Squares: All roofs Total Sq. 274

Date of Completion: 12/29/22 Date of Expiration: 12/29/24

F.J.A. Christiansen Roofing Co., Inc. (hereinafter referred to as "FJAC") hereby warrants, subject to the terms and conditions set forth herein, that for a period of two (2) years from the date of completion, FJAC will, at no charge to the Owner, make repairs to leaks in the roof membrane and membrane flashing installed by FJAC resulting from defects in workmanship applied by or through FJAC. FJAC shall, within the warranty period and during normal working hours, inspect and furnish the labor and materials to repair leaks covered under this Warranty at no cost to Owner.

This Warranty is made under and subject to the following terms and conditions:

1. In order for this Warranty to be effective, the Owner must first notify FJAC of any repairs required under this Warranty. Notice may be given orally, but in order to pursue any claim that FJAC has not honored this Warranty, notification of a leak must be given to FJAC in writing at the address shown above within ten (10) days after a leak is experienced. FJAC shall make repairs as soon as practicable after notification.

2. This Warranty does not extend to conditions caused by, and FJAC shall not be responsible for, leaks caused by (1) abuse, misuse, lack of maintenance, accident or negligence in maintaining the roof by any person other than FJAC; (2) lightning, hail, windstorm, hurricane, acid rain, thermal shock, ice storm or other acts of God; (3) other building components, including cracking, building movement, settlement, deflection of roof deck, deterioration of walls, water entry through masonry or other points other than the roof, vapor condensation from below, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such work was performed by FJAC; (5) service to or maintenance of any roof top equipment or traffic of any nature on the roof; (6) acts or omissions of other trades or contractors; (7) movement of metal work; (8) ponding of water; (9) discharge of vegetable, mineral, animal oils, greases, solvents or chemicals, or industrial wastes upon the roof surface; or (10) damage caused by birds or animals.

3. No work shall be done on said roof, including, but without limitation, openings made for flues, vents, drains, sign braces, railings, or other equipment fastened to or set on the roof, and no repairs or alternations shall be made to the roof, unless FJAC shall first be notified and be given the opportunity, at the expense of the Owner, to make the necessary roofing application thereto. Failure to observe this condition shall render this Warranty null and void with respect to any area of the roof affected thereby.

4. Nothing in this Warranty shall render FJAC liable in any respect for any damage to the Owner's building, or any components or contents thereof, or interruption of any business conducted in the building arising as a result of mold, mildew or other issues involving air quality. Owner should inspect ceilings and overhangs periodically for signs of leakage.

FJAC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. This Warranty is intended solely for the benefit of the Owner named above and is not transferable or assignable by the Owner without the express written consent of FJAC.

6. This Warranty shall not be effective unless FJAC has received full payment for installation, repairs, or service in connection with the roofing system covered by this Warranty. If FJAC is called upon to investigate a reported leak and the condition is determined not to be covered under this Warranty, Owner will compensate FJAC for repairs, if any, and time expended by FJAC.

7. FJAC's obligation to make repairs to leaks resulting from a deficiency in workmanship during the term of this Warranty is its sole and exclusive obligation to Owner and Owner's exclusive remedy against FJAC. This Warranty is not a maintenance contract. Upon expiration of the Warranty, FJAC shall have no further obligation.

THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF FJAC EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

8. Any claim alleging any breach of this Warranty or any other claim against FJAC shall be resolved through arbitration and must be initiated no later than one (1) year after the claim originated.

F.J.A. Christiansen Roofing Co., Inc.

By:

[Handwritten Signature]

Donald Walter, President



RUBEROID® / GAFGLAS® Diamond Pledge™ NDL Roof Guarantee



CITY OF RACINE, RACINE, WI 53403
OWNER OF BUILDING
CITY OF RACINE SAFETY BUILDING
NAME OF BUILDING
730 CENTER STREET, RACINE, WI 53403
ADDRESS OF BUILDING
274.00
AREA OF ROOF (SQUARES)
FJA CHRISTIANSEN ROOFING CO INC / MILWAUKEE, WI
APPLIED BY

G2022-00000751
GUARANTEE NUMBER
10
PERIOD OF COVERAGE
01/11/2022
DATE OF COMPLETION
01/11/2032
GUARANTEE EXPIRATION DATE
I04G
ROOF SPECIFICATION

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the owner of the building described above, that GAF will provide "Edge to Edge" protection by repairing leaks through the GAF roofing membrane, liquid applied membrane or roofing, loose flashing, high wall waterproofing flashing, insulation, expansion joint covers, prefabricated accessories, and metal flashings used by the contractor of record that were designed and installed in accordance with an appropriate FS-1 certified edge detail (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Uncoated and uncoated M-Cura™ flashings are covered by this guarantee **ONLY** for the first ten years.

OWNER RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** either online at leakreporting.gaf.com, by email at guarantee@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

- You must perform regular inspections and maintenance and keep records of this work.
- To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials. Any such repairs must be performed by a GAF certified roofing contractor. Failure to make timely repairs may jeopardize guarantee coverage.
- You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
- Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond the control of GAF)

This guarantee does **NOT** cover conditions other than leaks. This guarantee also does **NOT** cover leaks caused by any of the following:

- Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-877-GAF-ROOF) or the failure to repair owner responsibility items.
- Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornadoes, and earthquakes, unless specifically covered by an addendum to this guarantee.
- Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or fire.
- Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement, cracking, or other failure of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) condensation or infiltration of moisture through or around the walls, ceilings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood members to remain attached to the structure; (f) moisture migration from the building interior or any building component other than the GAF Roofing Materials; (g) use of materials that are incompatible with the GAF Roofing Materials; or (h) architectural, engineering, or design defects or flaws.
- Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF published application instructions.
- Blisters in the GAF Roofing Materials that have not resulted in leaks unless (a) the blister is between the base sheet and insulation and a Stratavent™ Venting Base Sheet is installed directly over polyurethane insulation, or (b) the blister is in a seam and may affect the watertight integrity of the GAF Roofing Materials.
- Changes in the use of the building or any repairs, installation of any overburden, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless prior written approval is obtained from GAF.
- Conditions that prevent positive drainage or result from ponding water.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof constructed of the GAF Roofing Materials (or the plans for the roof), by GAF shall constitute any warranty of such plans, specifications or construction, or the suitability or code compliance of the GAF Roofing Materials for any particular structure. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for the sole benefit of GAF, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee **MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED** by any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are certified by GAF after an inspection as necessary, to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is **NOT** otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator, unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful, or is waived by GAF, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials supplier, and the guarantee charge has been paid to GAF.

By:  03/04/2022
Authorized Signature

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054

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We protect what matters most





Racine Works Program (RWP)
Payout Request
City of Racine Ordinance Section #46-41

Date: March 31, 2022

Contractor Name: FJA Christiansen Roofing Co, Inc.

Department: Public Works Water/Waste Water Other _____

Project Name: Safety Building Area 1-4 Project Number: N/A

Munis Contract #: 2021028

Total project hours: 93

Total RWP Hours: 9

City of Racine Residents: 2

RWP Certified: 1 (Oct)

RWP Compliance Percentage: 9.68%

- Purchasing received final pay inquiry from DPW for RWP compliance on 3/21/22
- Project ended in Oct/Dec - payroll reports were submitted late February
- FJA Christiansen hired one (1) RWP-certified, City of Racine worker in the month of October
- RWP-certified worker was uncomfortable with building height & was shifted to another project
- No additional request was made to WRTP for another RWP-certified worker (replacement)

Staff Recommendation:

Approve final payment to FJA Christiansen.

Contractor submitted all required payroll reports for duration of project and had total RWP compliance of 9.68%, which is below the required 20%, however, contractor showed an effort to comply by reaching out to WRTP, hired the referred individual, and provided regular status updates to purchasing on progress.

If awarded a contract in the future, contractor has been advised to interview all WRTP-referred candidates, follow up with WRTP to request additional referrals if a referral doesn't work out, and to submit required payroll reports in a timely manner.

Signed: Crystal Moore Date: 04/05/22