

AGREEMENT FOR ROOFING MATERIALS AND SERVICES  
FOR GAINESVILLE CITY HALL

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF GAINESVILLE ("CITY"), a Florida municipal corporation, and GARLAND/DBS, INC. ("CONTRACTOR"), a Delaware corporation registered to do business in Florida, referred to herein as "PARTIES" collectively.

WHEREAS, on September 27, 2019, Racine County, Wisconsin and CONTRACTOR entered into a contract titled Roofing Supplies and Services, Waterproofing and Related Products and Services Contract 2019, ("Racine County Contract") and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the Racine County Contract, as amended.

NOW, THEREFORE, in consideration of the foregoing premises and covenants contained herein, the PARTIES agree as follows:

1. CONTRACTOR shall provide roofing materials and services in accordance with the Racine County Contract, as amended, and CONTRACTOR's Roofing Material and Services Proposal to CITY #25-FL-200574 dated August 10, 2020, which documents are hereby incorporated by reference in this Agreement.
2. The term of this Agreement shall begin upon execution and continue through December, 2021, unless earlier terminated.
3. The CITY shall pay CONTRACTOR Eight Hundred Thirty Thousand Eight Hundred Eighty Seven Dollars (\$830,887.00) for the full and faithful performance of this Agreement. This total amount consists of \$746,956.00 for Roofing per MICPA and \$83,931.00 for Wall Waterproofing. Progress payments shall be made monthly based on the percentage of the work completed, inspected and approved by CITY during that month. Payment shall be made upon verified monthly invoice within thirty (30) days of the receipt of the approved invoice.
4. Copies of insurance certificates shall be sent to the City of Gainesville Facilities Management, P.O. Box 490, Station 51, Gainesville, FL 32627-0490, Attn: Edward Gable.
5. The PARTIES agree that all references to "Racine County" or "County" in the Racine County Contract shall be replaced with and shall be deemed to mean "CITY."
6. Venue for any action brought in state court shall be in Alachua County, Florida. Venue for any action brought in federal court shall be in the Northern District of Florida, Gainesville Division.
7. Nothing in this Agreement shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28, Florida Statutes.

8. Any notice required under the terms of this Agreement must be in writing and must be either hand delivered or sent by certified mail to the party to whom the notice is to be given at the following addresses:

CONTRACTOR: Al Orlacchio, General Manager  
Garland/DBS, Inc.  
3800 East 91st Street  
Cleveland, Ohio 44105

CITY: Edward Gable, Facilities Manager  
City of Gainesville Facilities Management  
P.O. Box 490, Station 51  
Gainesville, FL 32627-0490

9. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:
- a. Keep and maintain public records required by the CITY to perform the service.
  - b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
  - d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 393-8262, Ford RM@cityofgainesville.org, ROSCHELLA FORD, CITY OF GAINESVILLE FACILITIES MANAGEMENT, P.O. BOX 490, STATION 51, GAINESVILLE, FL 32627-0490.**

10. This Agreement contains the entire contract and understanding of the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the day first above.

GARLAND/DBS, INC.

CITY OF GAINESVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney