

**ROOFING SUPPLIES AND SERVICES,
WATERPROOFING, AND RELATED
PRODUCTS AND SERVICES CONTRACT 2019**

This Contract made and entered into this 27 day of September, 2019, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Garland/DBS, Inc., 3800 East 91st Street, Cleveland, Ohio 44105 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # PW1925: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted September 4, 2019) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** October 15, 2019, to October 14, 2024, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

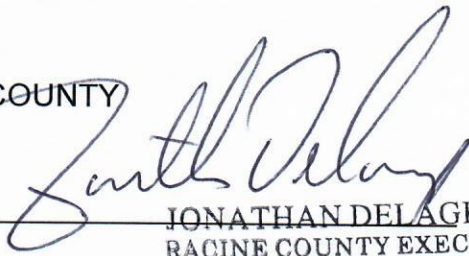
5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.


Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

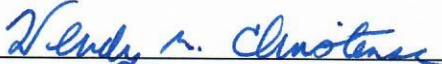
If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.


RACINE COUNTY

BY: 
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

Date 9-27-19
Certified to be correct as to form
By 
Racine County Corporation Counsel

BY: 
Wendy M. Christensen 9/25/19
Racine County Clerk

REVIEWED BY FINANCE DIRECTOR
 9/27/19
Sign Date

GARLAND/DBS Inc.
BY: 
David M. Sokol, President



Duane McKinney

Purchasing Department

730 Wisconsin Avenue

Racine, WI 53403

262-636-3700

fax: 262-636-3763

Duane.McKinney@racinecounty.com

October 1, 2019

Frank Percaciante
Garland/DBS
3800 East 91st Street
Cleveland OH 44105

Dear Mr. Percaciante:

Enclosed find three original copies of the Memorandum of Understanding with Racine County for roofing supplies and services, waterproofing, and related products and services. Please sign the three sets, keep a copy for yourselves, and return the remaining fully signed wet copies to my office so that I may file it with the County Clerk.

Please do not hesitate to contact me if you have any questions; we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Duane H. McKinney", is written over a faint, larger version of the same signature.

Duane McKinney

Encl