

## **SERVICE CONTRACT    WCPL Restroom maintenance and Repairs.**

### **I. PARTIES**

This Service Contract ("Contract") is entered into this 28<sup>th</sup> day of December, 2015 between **Wells County Public Library** ("WCPL") and **Mosaic Building Solutions LLC** ("Contractor") only. This contract may not be transferred, assigned, or sold to any other person or business entity. This Contract shall become void upon the dissolution of either party.

### **II. PURPOSE**

This Contract is for the **WCPL Restroom maintenance and Repair** as described in the document Attached to this Contract as Exhibit A.

### **III. TERM**

This Contract shall begin as of the date of signing and extend until all obligations of each party are complete.

### **IV. CONSIDERATION**

- a. The WCPL shall pay Contractor up to a total contract amount of **\$72,000.00** for Restroom Maintenance and Repairs consisting of Base Bid \$70,600, and Voluntary Alternate to remove existing tile floor and base of \$1,400.
  - i. Contractor hereby acknowledges payment of \$72,000.00 by the WCPL.
  - ii. Contractor shall notify the Architect as soon as replacement is complete.
  - iii. Upon notice of completion, the Architect, WCPL Library Director, and the WCPL Board Building Committee will inspect the premises within 5 days after receiving notice and notify Contractor in writing of any defects in performance under the Contract. If there are no defects, then the Board will pay the balance of the contract price within 30 days of completion.
  - iv. Contractor shall have 10 days in which to remedy any defects.
  - v. Upon final inspection of the Architect. WCPL Board President, which will be completed within 7 days of the Contractor's remedy, the balance of the contract price for each year shall be tendered. The parties agree that payment shall be made within 30 days of completion.
  - vi. Contractor agrees to complete all services as described in Exhibit A.
- b. Contractor shall provide all labor, equipment, and material required for installation and removal.
  - i. Contractor hereby agrees that the replacement shall be completed by Contractor no later than **February 28, 2016**.
  - ii. The WCPL agrees that a 10 day grace period shall be allowed in the event of inclement weather, or as otherwise agreed upon in writing by the parties. However, Contractor must notify the Architect of any delays.
- c. Contractor shall be a registered contractor, maintain liability insurance coverage, and provide a Certificate of Insurance to the Architect before beginning any work under this Contract.
- d. Contractor acknowledges that Contractor is responsible for any accidents, injury, or damage that may occur as a result of, or during, the process of installation and removal.
  - i. Contractor must immediately notify the Architect of any damage to the building or any property of the WCPL. Any damage caused by the contractor, and not as a result of manufacturer defect, will be paid for by the Contractor.

