



## Service Contract

### MAR BUILDING SOLUTIONS, LLC

The undersigned owner(s), representatives, agents, or other authorized individuals (hereinafter “Owner”) is contracting with MAR Building Solutions, LLC (hereinafter “MAR”), to perform services and/or provide materials as specified by and within this Contract, including any change orders mutually agreed upon, in writing, by both the Owner and MAR.

OWNER: Lee’s Summit Water Utilities 1200 SE Hamblin Road, Lee’s Summit, MO  
 Contact: Jeff Thorn  
 Phone: 816-969-1900:

PROPERTY ADDRESS: 1200 SE Hamblin Road, Lee’s Summit, MO

OWNER ADDRESS (if different from above):

SCOPE OF CONTRACT (or as attached hereto as Exhibit A):

Building Dimensions:

Building Name:	Width	Length	Eave Height	Roof Slope	Roof Type
Parking	60’	64’	Match Existing	Match Existing	Single Slope
Storage	38’	67’	Match Existing	Match Existing	Single Slope

Building Code:	IBC18
Pricing Code:	IBC18
General	
Use Category:	II (Standard Occupancy Structure)
Rainfall:	0.1 in/hr
Wind Loads	
Basic Design Wind Speed (mph):	115
Allowable Stress Design Wind Speed (mph):	89.1
Wind Enclosure:	Partially Open
Wind Exposure:	B
Ground Elevation Above Sea Level (ft)	0
Wind Importance Factor:	1
Hurricane Prone Region:	No
Wind-Borne Debris Region:	No
Impact Resistant Covering:	No
Roof Loads	
Live Load (psf):	20.00 (non-reducible)
Ground Snow Load (psf):	0
Specified Min. Roof Snow:	No
Roof Surface Condition:	Obstructed or Not Slippery

Roof Exposure:	Partially Exposed
Thermal Condition:	Heated
Snow Importance Factor:	1
Collateral Load (psf):	3 Storage, 10 Parking
Collateral Load Desc:	matching existing building, No concentrated loads
Seismic Loads	
Soil Profile:	Stiff soil (D) - Default
Seismic Ss (%):	12
Seismic S1 (%):	6
Seismic Importance Factor:	1
Building has no PLAN or VERTICAL irregularities	Yes

- **Ancillary Services**
  - Architectural Drawings
  - Structural Design and Engineering – this assumes the existing concrete is adequate for the new and added reactions and bearing capacity.
  - Electrical Drawings for Lights only in Covered parking
  - Civil Drawings- Site plan only- Existing Drawings and Surveys will be proved by City of Lee’s Summit
- **General Requirements**
  - Project management
  - Site supervision
  - Site maintenance during construction
  - Site Safety Program
  - Final clean up – all work to be “broom clean” unless noted otherwise
  - Project is Tax exempt
  - Insurance – General Liability, Worker’s Compensation and Automobile
  - Insurance - \$3MM Professional Liability Insurance Included
  - Performance and Payment Bond Included
- **SITE CONSTRUCTION**
  - Remove 1 existing wall on the covered storage building.
  - Cut existing asphalt pavement at perimeter of new footings.
  - Debris to be hauled off site.
- **CONCRETE**
  - Footings & Foundations
  - Use existing wall and footing at covered storage area
  - Add pilaster for support of new columns
  - 3,000 PSI concrete, reinforced per engineer’s design requirements.
  - Bottom of footings below normal frost depth for geographical area
  - Slab on grade – Patch in areas at covered storage and covered parking.
- **METALS**
  - Anchor bolts
  - Includes replacement of 7 additional wall panels on existing buildings (see photos below)
  - Includes damaged trim replacement shown below.
- **INSTALLATION OF BUTLER BUILDING & SPECIAL CONSTRUCTION**
  - Installation of Butler Building Materials, Summarized Above
  - Includes use of MR-24 Roof Seamer

- Covered parking, existing end wall frame will be removed, and new rafter installed. Existing end wall is non-expandable.
- Covered storage, existing end wall columns and rafters will remain. New columns and rafters will be installed.
- All frames and secondaries will be galvanized.
- Wall panels will match existing.
- Roof panels will match existing
- Gutters and downspouts will match existing.

- **ELECTRICAL**

- Add 6 LED lights to existing circuit from existing panel in wash bay

- **EARTHWORK**

- Site Work
- Haul off existing spoils.
- Remove existing pavement and haul off
- Minimum bearing pressure, 2000 PSF assumed
- Building slab elevation will match existing pavement
- Footing excavations and backfill
- Expose existing footings at covered storage area
- Existing Geotechnical to be proved by City of Lee's Summit

- **EXTERIOR IMPROVEMENTS**

Site Concrete & Paving

- Asphalt paving – 2,000 square feet allowed (or, as shown on Preliminary Plans)
- Two inch (2") thick topcoat over six inches (6") of asphaltic base material

- **Assumptions**

- Custom Color LSMO Pewter is included.
- Survey has not been provided and will be provided by the owner
- Prevailing Wages
- Warranty; Includes one (1) Year Materials and Installation

- **Specific Exclusions**

- Building permit fees are excluded by MAR.
- Interior finishes not listed in inclusions.
- Dumpsters.
- Port o lets.
- Any miscellaneous metals not listed in inclusions.
- Buy American Act Materials.
- FM Global requirements
- Storm water Study
- SWPPP Plan
- Grounding and lighting protection.

**TOTAL CONTRACT PRICE: \$544,199.00**

Owner agrees to pay invoices based upon MAR's rate schedule for performing all services and/or providing materials as stated in this Contract.

The prices listed in the preceding table are an estimate for the services as stated herein. This summary is not a statement of final price, as these estimates are subject to change through the Scope of Contract.

If for any reason the amount due under this Contract is not paid when due, MAR shall be entitled to its expenses and attorney's fees incurred in the collection of this Agreement with interest on the unpaid balance at the rate of

1.5% per month or the maximum rate prescribed by law. Any controversy or claim arising out of or relating to this agreement, or breach thereof, may be submitted to a court of competent jurisdiction where the Scope of Contract is performed. MAR reserves the right to terminate this contract should the client breach any of its terms or the assurance of payment.

If Owner cancels this Contract at any time after this Contract is signed by Owner and MAR, Owner shall be responsible for any and all unpaid labor and/or materials. Furthermore, Owner agrees and states that it/he/she shall pay Owner 10% of the total Contract price if Owner cancels this Contract after this Contract is signed by Owner and MAR.

If this Scope of Contract involves a third-party insurance company, Owner grants MAR the right to settle the invoice amounts with the Owner(s)' insurer or agents, and to direct their insurer to share loss documents with MAR. The undersigned directs their insurer to make MAR Building Solutions, LLC a payee on all insurance drafts for all insurance work performed by MAR. The undersigned also agrees to immediately endorse and tender all insurance drafts to MAR.

All uninsured work performed, depreciation and insurance deductibles are the responsibility of the Owner. MAR agrees to perform all work as directed by the Owner or Owner's insurance company. Any uninsured work or any other form of work not covered under Owner's insurance policy shall be paid by Owner. In the event insurance proceeds are not timely issued MAR has the right to stop work until such time the insurance proceeds are released.

### **Services and Indemnification**

The Owner, its employees, directors, principals, agents, assigns, contractors and/or owners (hereinafter "Indemnifying Parties") agrees to indemnify, save and hold harmless MAR, its employees, directors, principals, agents, assigns, contractors, and/or owners (hereinafter "Indemnified Parties"), from any loss, damages, real or personal, liability, fee, compensation, cost, lien, fine, penalty or expense (including reasonable attorney(s) fees) incurred or sustained by Indemnified Parties, to the extent caused by or arising out of: (i) any acts and/or omissions or willful misconduct of the Indemnifying Parties, and/or (ii) any breach of any obligation by the Indemnifying Parties. The liability of Indemnified Parties is expressly limited to the Scope of Contract authorized herein, and in no event shall Indemnified Parties, its employees, directors, principals, agents, assigns, contractors, and/or owners for consequential or punitive damages of any kind.

Indemnified Parties and Indemnifying Parties acknowledge and agree that Indemnified Parties shall have no liability for, and shall be indemnified and held harmless from and against, all claims, damages, liabilities and costs arising out of or relating to the presence, discovery, or failure to discover, remove address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, asbestos, substances or materials.

MAR states that it will perform all work in a workman like manner. Owner will notify MAR within five (5) days (of substantial completion) of any defective work claims (punch list) and MAR upon validation of those claims will fix them to industry standards or contract specification.

### **Other Provisions**

MAR does not warrant any material(s) and/or labor provided by any non-parties to this Contract. If the Owner believes there is a defect in MAR's *own labor or material provided*, the Owner must notify MAR, *in writing*, of any claimed defect in the labor or material within six (6) months of the completion of this Contract. This is a material provision of the Contract and shall be considered a condition precedent to recovery pursuant to this paragraph.

MAR expressly states that it does not provide the following materials and/or services, and the same are explicitly excluded from the Scope of Contract: any and all permitting required for the Scope of Contract, prevailing wage benefits, temporary power, temporary toilets, on-site dumpsters, cleaning or painting of steel, protection of slab, architectural drawings, rock/material excavation, geotechnical reports, and/or sub-grade improvements or alterations.

If legal proceedings are instituted by either MAR or the Owner for any matter relating to the Scope of Contract herein, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's attorney(s) fees and costs borne as a result of the legal proceedings. The Owner, if consisting of more than one person or entity, shall be held jointly and severally liable for any obligations described herein.

This Contract shall be deemed to have been made in the State of Missouri and shall be construed according to the laws of the State of Missouri. Any changes made to this Contract must be made in writing and by the parties herein. The invalidity or unenforceability of any provisions of this Contract shall not affect the validity or enforcement of any other provisions of this Contract, which shall remain in full force and effect.

If this Contract is not signed by the Owner(s) of the Property Address, the signatory on behalf of Owner(s) states and warrants that he/she/it has the authority to sign this Contract on behalf of the Owner(s).

**MATERIAL PRICE INCREASES.**

**IF, AFTER THE EXECUTION OF THIS CONTRACT, MAR BUILDING SOLUTIONS RECEIVES NOTICE FROM THE SUPPLIER THAT THE UNIT PRICE OF THE MATERIAL HAS INCREASED OR IS GOING TO INCREASE DUE, IN WHOLE OR IN PART, TO A NATURAL DISASTER, FIRE OR OTHER ACT OF GOD, STRIKE, LABOR DISPUTE, GOVERNMENTAL ACTION, OR OTHER REASON NOT WITHIN THE CONTROL OF MAR BUILDING SOLUTIONS, MAR BUILDING SOLUTIONS WILL HAVE THE RIGHT TO INCREASE THE PURCHASE PRICE BY THE AMOUNT OF SUCH INCREASE AS APPLIED TO THE APPLICABLE MATERIALS FOR THE PROJECT.**

**NOTICE TO OWNER (Customer)**

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE**

**CONSENT OF OWNER (Customer)**

**CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.**

**Proposal Valid for 28 days.**

**MAR Building Solutions, LLC  
1445 SE Broadway Drive  
Lee's Summit, MO 64081  
816-272-5435**

Signature: *Chad Anderson*

Print Name: Chad Anderson

Title: President

**Owner**

Signature: \_\_\_\_\_

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

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

Date: 2-5-2024

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

















