



### **SUBCONTRACTOR BILLING / PAYMENT PROCEDURES**

In order to process your bills for payment they must contain the following information:

1. Project number, project name, and address
2. Pay application and continuation sheet (G702, G703)
3. Lien release

All pay applications are due by the 20th of each month and will be processed upon receipt of payment from owner. Payment is contingent upon compliance status.

If you have any questions on these procedures, please contact our office.

Kristin Tucker [ktucker@bccmconstruction.com](mailto:ktucker@bccmconstruction.com) (816) 659-9115

---

#### **Documents required for payment:**

1. Vendor application
2. W-9
3. Pre-qualification insurance certificate. (Limits must be approved)
4. All applicable license
5. Signed subcontractor agreement / purchase order
6. Project specific insurance certificate (Limits and coverage must be approved)
7. Conditional or unconditional lien release

If you have any questions in reference to your compliance status, please contact

**PLEASE EMAIL ALL INVOICES TO  
[ACCOUNTING@BCCMCONSTRUCTION.COM](mailto:ACCOUNTING@BCCMCONSTRUCTION.COM)**

DS  
BH

DS  
VH



## SUBCONTRACTOR INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is dated as of \_\_\_\_\_ and made by BCCM CONSTRUCTION GROUP, INC. ("Contractor") 100 E. 7th St. Ste 300, Kansas City, Missouri 64106, and Overland Park Mechanical, with an address of 16088 Foster Street, Overland Park, Kansas 66085 ("Subcontractor") who agree as follows.

1. Subcontractor's Work. Subcontractor shall provide and pay for all of the labor, materials, tools, equipment, services and all other items and incidentals necessary to perform and complete the work described in the attached Exhibit A (the "Work"). The Work includes those items, tangible and intangible, which are reasonably inferable by the Subcontractor to produce the results intended by the contract and the Contract Documents, in a safe, expeditious, orderly and workmanlike manner, and in the best manner known at the project known as The Learning Experience, 3640 Arboridge Drive, Lee's Summit, Missouri 64082 (the "Property").

2. Entire Agreement. The entire and integrated agreement of Contractor and Subcontractor is represented by this contract, including Exhibit A & Exhibit B and any additional exhibits identified below in this Section. All negotiations, representations or agreements, whether oral or written, made prior to or contemporaneous with the actual date of the last execution this contract, are fully and completely superseded by this contract and its exhibits. This contract may be modified only by a valid Change Order or a written amendment signed by both parties. The terms and conditions of this Subcontract with respect to the Work performed and furnished by Subcontractor are intended to be and shall be in addition to and not in substitution of any of the terms and provisions of the Contract Documents, including the contract entered into by Contractor with its customer, whether that customer is a contractor, tenant, manager, owner, and/or developer of the project Property ("General Contract").

3. Subcontractor's Obligations. With respect to the Work to be performed, Subcontractor agrees to be bound to Contractor by each of the terms and provisions of this contract and the Contract Documents identified on Exhibit A and Exhibit B and to assume toward Contractor all of the duties, obligations, and responsibilities that Contractor by the General Contract assumes toward Contractor's customer. Subcontractor further agrees that Contractor shall have the same rights and remedies as against Subcontractor as Contractor's customer has against Contractor with the same full force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full.

4. Contract Price. Contractor shall pay Subcontractor a total of: One Hundred Eighty-Six Thousand Eight Hundred Forty-Eight Dollars And Zero Cents \$186,848.00 for completing the Work (the "Original Contract Price"), plus or minus all amounts pursuant to valid Change Orders (the "Total Contract Price" is the Original Contract Price together with such adjustments). Contractor shall have no obligation to pay Subcontractor anything other than the Original Contract Price, even if Subcontractor provides items not included in the Work, except for valid Change Orders executed in accordance with the terms and conditions set forth in this Contract. Subcontractor agrees that it will not seek payment for any amount other than the Total Contract Price and will seek payment exclusively from Contractor and shall not file any mechanic's or materialman's lien on the Property if the lack of payment to Subcontractor is due to Subcontractor's default and/or failure to perform its duties and obligations under this Agreement.

5. Payment. Contractor will pay Subcontractor the Contract Price in installments consisting of progress payments and a final payment upon final completion and acceptance by Owner and Contractor.

a) Each progress payment will cover Work performed during the pay period. The amount of each progress payment will be based on the value of Work completed less 10.0% retainage or the

BH

VH



Construction Group

retainage amount allowed by Contractor's customer, whichever is less. If progress payment falls on a legal holiday, the payment will be made on the last business Day before that holiday.

b) Progress payments will be paid to the Subcontractor within See Exhibit C calendar day's upon receipt of payment from Contractor's customer. Notwithstanding anything to the contrary in this Agreement, Contractor shall have absolutely no obligation or legal duty to make any payment to Subcontractor unless and until Contractor receives payment from its customer for Subcontractor's Work. Such receipt of payment by Contractor from its customer is a condition precedent to any obligation or legal duty to make any progress or other payment to Subcontractor. All terms and conditions governing payment to Subcontractor stated herein are wholly and completely subject to this condition precedent.

c) No later than the 20th of each month Subcontractor shall provide Contractor with an application for payment (invoice) in a form which complies with generally accepted trade practice. AIA G702, G703, Sub Tier and Material List are required (Attachments A & B).

d) Except as provided otherwise in this agreement, contractor shall make progress and final payments within 10 calendar days after receipt of payment from Owner.

e) The amount of each progress payment shall be based on the value of construction improvements put in place during the payment period as calculated from an approved Schedule of Values.

f) Applications for payment shall include amounts due for changes only if approved as Change Orders or required as changes by Contractor and shall exclude any amounts which are in dispute with Sub-subcontractors or Material Suppliers.

g) With each application for payment, Subcontractor shall include the following signed statement: "Except as listed and attached to this certificate, Subcontractor unconditionally waives and releases Contractor of any and all claims now existing on the Property for delay, acceleration, extensions of time, Indemnity, damages, or change in the Contract Price for Extra Work." Subcontractor's failure to list an exception, claim, demand, or item of any kind or nature seeking money in addition to the Original Contract Price in an application for payment or documents accompanying such application for payment shall constitute a full and complete waiver of any such claim, demand, or item and by making the representation and executing the above statement in an application for payment, Subcontractor agrees that it shall not at any subsequent date prosecute, pursue, assert, or otherwise file a claim, demand, or suit seeking additional money for an item which is not expressly set forth in an application for payment.

h) Unless otherwise provided in the Contract Documents, applications for payment may include, at the option of Subcontractor, itemized charges for materials and equipment not yet incorporated in the Work but delivered and suitably stored on the Job Site. Application for payment for stored materials and equipment shall include a bill of sale or other confirmation that stored materials and equipment are the property of Owner, and Proof of Insurance.

i) Contractor may withhold payment for charges which lack supporting information or for which there is not lien release.

j) Payments to Subcontractor do not constitute a waiver of any Claim that Contractor may have for defective or inadequate workmanship or materials installed on the Property.

k) Contractor may withhold payment while Subcontractor is in material breach of this contract.

l) The check issued by Contractor to Subcontractor may include one or more Sub-subcontractors or Material Suppliers as joint payees.

m) Each application for payment shall be submitted on the form approved by Contractor. AIA G702, G703 and Sub Tier/Material List.

n) Each application for payment shall be signed by an officer or director of Subcontractor and the signature shall be notarized.

o) Each application for payment shall be accompanied by copy of the current Project schedule, revised to the end of the payment period and showing percent complete, progress to date,



Construction Group

projected time to complete each phase of the Work, and any addition of activities, changes to sequences, or changes in activity demands during the payment period.

6. Schedule. Contractor shall commence the Work on See Exhibit C and complete the Work, including Final Approval, by the Scheduled Completion Date. The “Scheduled Completion Date” is See Exhibit C unless extended by a valid Change Order or due to Unavoidable Delays. *Time is of the essence in the performance of this contract.*

7. Unavoidable Delays. Delays in the Subcontractor’s progress on the Work caused by labor strikes, fire or other material casualties not caused by Subcontractor, inclement weather that prevents proceeding with the Work, extraordinary delay in deliveries not resulting from Subcontractor’s failure to order in a timely manner, and other factors beyond the Subcontractor’s control and reasonable ability to anticipate, shall be considered “Unavoidable Delays” and the Scheduled Completion Date shall be extended by the number of days of such delays. If requested, the parties shall reflect such extension in a Change Order, but it is not required; provided, however, Subcontractor shall be required upon Contractor’s request to provide credible evidence supporting an Unavoidable Delay, and when requested, such evidence is a condition precedent to Contractor’s provision of an extension of time.

8. Work Completion and Final Approval. “Work Completion” shall occur when: the Work is completed, subject only to minor corrections to be completed within twenty (20) days; Contractor has made an inspection and is satisfied that the Work is completed, subject only to such corrections; and Contractor and Subcontractor have agreed on a written list of such corrections. “Final Approval” shall occur when: the Work, including all corrections required by Contractor is completed; Owner has made its final inspection and is completely satisfied that the Work is completed in accordance with this contract; the Property is free of Subcontractor’s tools, equipment and unused materials and each site of the Work is free of debris and broom-clean; all Payment Qualifications have been satisfied with respect to all the Work; and Subcontractor has delivered to Owner a full mechanic's lien waiver affidavit, all warranties included in the Work and all certificates and permits needed by Owner to occupy and use all of the Work.

9. Changes to the Work. If Subcontractor discovers any site condition which it believes is a material change from the scope of Work, it shall notify Contractor within five (5) days of a description of the condition, a description of the work proposed by the Subcontractor to address the condition, an explanation of the reason Subcontractor believes the condition is a material change or deviation from its scope of Work herein, and a detailed and itemized cost of the proposed work with any mark-up on such costs. Any and all Change Orders shall be in writing and shall be duly executed by the individual(s) expressly authorized to bind Contractor prior to the commencement of the Work described in the Change Order. Any Change Order that is not executed in writing by an authorized individual for the Contractor (contract signer) before the commencement of Work by the Subcontractor is not valid or binding. Any Change Order which is not executed in writing by an authorized individual for Contractor prior to the commencement of Work by the Subcontractor is not valid or binding. Subcontractor waives any right, claim, or demand for a Change Order if it proceeds with the commencement of such Work without first obtaining a written Change Order executed by Contractor’s authorized individual (contract signer). BCCM’s Superintendent has no authorization to approve any change orders or field authorizations for subcontractors. Any changes negotiated with Superintendent will not be considered valid.

10. Permits, Licenses and Notices. Subcontractor shall obtain all governmental permits, licenses and inspections necessary to perform the Work properly, at Subcontractor’s expense. Subcontractor shall ensure that all Work is performed by persons authorized by law to perform their respective portions of the

BH

VH



Construction Group

Work and duly licensed, if required. Subcontractor shall comply with all governmental notice requirements applicable to the Work.

11. Insurance.

(a) Before commencing any operations on the Property, Subcontractor shall have, and provide certificates of insurance satisfactory to Contractor to certify, the following insurance:

- (1) Worker's Compensation, disability benefits and employee benefits as required by law for the Property's jurisdiction;
- (2) Employer's Liability covering claims for bodily injury, occupational sickness or death of employees;
- (3) Comprehensive General Liability Insurance, including coverage for Premises-Operations and for Completed Operations/Products Coverage;
- (4) Automobile Bodily Injury and Property Damage Insurance for all vehicles owned, hired or used by Contractor; and,
- (5) Independent Owner's Completed Operations/Products and extended liability (including, but not limited to, Blanket Contractual) protection for Bodily Injury, Property Damage and Personal Injury.

(b) All of the foregoing insurance policies shall:

- (1) provide coverage on an occurrence basis;
- (2) have minimum limits of ONE MILLION DOLLARS (\$1,000,000);
- (3) include coverage for all subcontractor's employees operating on the Property;
- (4) be issued by insurers authorized to provide insurance in the Property's jurisdiction and reasonably satisfactory to Owner;
- (5) name Owner and Contractor as additional insureds together with any other person or entity Contractor is required to insure in its contract with its customer, and provide that the policy may not be terminated without at least thirty (30) days' notice to each such additional insured and,
- (6) be maintained in effect, uninterrupted, until thirty (30) days after Final Approval, except the Comprehensive General Liability Insurance, including Completed Operations/Products Coverage, shall be maintained in effect until at least the conclusion of the express warranty period of this contract (See "Warranty" Section).

12. Planning and Quality of Work. Subcontractor shall complete all Work in conformance to the requirements and specifications in this contract and Exhibit A (as modified by any valid Change Orders), in accordance with the best practices in the applicable trades, in compliance with all applicable codes and laws, and using only new, high-quality materials unless otherwise specified in this contract and Exhibit A or a valid Change Order. The Subcontractor shall direct and supervise the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures employed to complete the Work properly. The Subcontractor shall coordinate and cooperate with any other contractors or work forces employed by Contractor. The Subcontractor shall add work forces as required and at Subcontractor's expense in order to complete the Work, including Final Approval, by the Scheduled Completion Date.

13. Subcontractor's Representations. By signing this contract, Subcontractor makes each of the following representations, upon which Contractor is relying.

- (a) Subcontractor represents that it has already made all site visits, measurements, inspections, expert consultations, and tests that Subcontractor considers necessary to understand and verify the scope





Construction Group

of the Work and the site conditions and how and whether the Work and Final Approval will be completed by the Scheduled Completion Date in conformance to this contract and Subcontractor is not relying on Contractor, Contractor's employees, agents or representatives, or any other person, for such understanding nor is Subcontractor relying on any test data, information, representations, or reports provided by third parties in formulating its understanding and verification of the site conditions, its scope of Work, or the time it will take to complete the Work and obtain Final Approval.

- (b) Subcontractor has thoroughly reviewed this contract, including Exhibit A, and has received all clarifications desired.
- (c) Subcontractor has identified as "Exclusions" on Exhibit A any type of potential concealed or unknown condition that would interfere with the Work being completed in accordance with the contract or that Subcontractor believes might require a Change Order to adjust the Scheduled Completion Date or the Original Contract Price.
- (d) Subcontractor has the necessary work forces and licenses, including subcontractors, to accomplish Final Approval by the Scheduled Completion Date.
- (e) Subcontractor is a valid licensed contractor in the jurisdiction of the Property and is familiar with all rules, regulations, codes and other laws related to completing the Work safely and in compliance with such laws.
- (f) The person signing this contract on behalf of Subcontractor is duly authorized to sign and deliver this contract, to cause Contractor to perform this contract and is authorized to bind Subcontractor to any agreement in connection with the Project.
- (g) Subcontractor has considered and fully incorporated the matters described in this Section of the contract before agreeing to the Original Contract Price and any Exclusions or Unit Prices; and Subcontractor accepts any and all risk that it has inadequately investigated the site conditions and/or the scope of Work or has inadequately accounted for the cost of the items required to complete the Work in conformance to this contract.

#### 14. Indemnification.

To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and hold harmless Contractor, the prime contractor, the owner, the owner's architect/engineer, and their respective employees and agents, from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by negligent acts or omissions of the Subcontractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification obligation shall extend beyond the completion of the Project for the maximum time permitted by law. This indemnification obligation is distinct from and independent of, and is not fulfilled or satisfied by, Subcontractor's compliance with the insurance requirements of its subcontract agreement. This indemnification agreement shall not be limited in any way by, and Subcontractor hereby waives, any limitation on the amount or types of damages, compensation or benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person. This indemnification obligation shall survive the termination of Subcontractor's subcontract agreement with Contractor.

DS  
BH

DS  
VH



Construction Group

15. Taxes. Subcontractor shall pay all sales, consumer, use, payroll and similar taxes, and all governmental charges for unemployment or disability insurance or other employee benefits, related to this contract, the Work and all persons performing Work.

16. Suspension By Subcontractor. Subcontractor may suspend the Work without this contract being terminated for Unavoidable Delays, for the number of days thereof; provided, however, Subcontractor may not demobilize from the site unless Contractor mutually agrees in writing

17. Suspension By Contractor. Contractor may suspend the Work without this contract being terminated or any increase to the Total Contract Price: (i) if Subcontractor fails to make corrections or repair damage as required by this contract, until such corrections and repairs are made; (ii) for Unavoidable Delays not caused by an act, omission or fault of Contractor, for the number of days thereof; (iii) in order to determine the need for a Change Order or to coordinate the Work with other operations at the Property (with any resulting delay being considered an Unavoidable Delay); or (iv) if Owner fails to pay Contractor amounts due under the Contract between Owner and Contractor..

18. Termination By Contractor Without Cause. Upon written notice to Subcontractor, Contractor may terminate this contract at any time for any reason; in which case, if the termination is not for Cause, Contractor shall pay Subcontractor its actual and reasonable cost of the Work completed in conformity with this contract, plus ten percent (10%) of such cost for overhead and profit, less any prior payments to Subcontractor, provided that in no case shall the Subcontractor be entitled to any amounts in excess of the amount determined by multiplying the percentage of the Work completed by Subcontractor up to date of termination times the Total Contract Price. The foregoing payment shall be Subcontractor's sole remedy, and Contractor shall not be liable to Subcontractor for any additional compensation or damages in the event of or because of such termination and payment. Subcontractor does hereby waive any claim, demand, or cause of action against Contractor for consequential damages arising from termination or otherwise.

19. Termination By Contractor For Cause. Upon twenty-four (24) hours written notice to Subcontractor that is in default under the this contract, Contractor may terminate this contract for "Cause," which shall include, without limitation: a representation made by Subcontractor in this contract which was not true when made; Subcontractor refuses or neglects to supply a sufficient number of properly skilled workmen or a sufficient quantity of materials of proper quality to complete the Work by the Scheduled Completion Date; Subcontractor fails to properly perform any provision of this contract; Subcontractor fails to promptly pay any subcontractor or supplier or comply with Subcontractor's agreement with any subcontractor or supplier; Subcontractor is insolvent or otherwise unable to demonstrate the financial ability to perform the contract after reasonable request by Contractor; Subcontractor voluntarily files for bankruptcy protection or becomes subject to any reorganization, receivership, insolvency proceeding or other similar proceeding, or such a proceeding is commenced against Subcontractor involuntarily; or Subcontractor's actions or omissions place Contractor in the position of accepting risk which Subcontractor has otherwise assumed under this contract. If Subcontractor is in default or is otherwise terminated for Cause, Contractor may institute and commence any or all of the following remedies: Subcontractor shall not receive any further payment until the Work is finished by whatever means Contractor chooses; Contractor may take possession of and shall have a lien upon all of Subcontractor's materials, tools and equipment to secure the payment of any amounts owing by Subcontractor; and Contractor may enter into or accept assignment of agreements with subcontractors or suppliers already involved in the Work. After the Work is completed by replacement contractors and has Final Approval, Contractor shall determine its "Cover Cost" as the sum of: all amounts paid by Contractor to replacement Subcontractors to get the Work completed, a twenty percent (20%) markup on



Construction Group

all such amounts paid to replacement Subcontractors (to compensate for Contractor's general overhead, supervision and administration costs in dealing with the replacement contractors), Contractor's attorneys' fees incurred as a result of the Cause or the termination for Cause, and any damages incurred by Contractor by reason of the Cause, the termination for Cause or Subcontractor's default (including liquidated damages due to Contractor until the Work by replacement Subcontractors is completed with Final Approval). If the unpaid portion of the Total Contract Price exceeds Contractor's Cover Cost, then Contractor shall pay to Subcontractor the difference, within fifteen (15) days of Final Approval. If Contractor's Cover Cost exceeds the unpaid portion of the Total Contract Price, then Subcontractor shall pay to Contractor the difference, within fifteen (15) days of notice from Contractor of the amount due.

20. Remedies Cumulative. Each right and remedy provided in this contract is distinct from all other rights or remedies under this contract or available under applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order; except that if a remedy is expressly identified as the sole remedy, it shall be the sole and exclusive remedy for the applicable matter for which such sole remedy is provided.

21. Severability and Waiver. The partial or complete invalidity of any one or more provisions of this contract or any other Contract Document shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to demand performance of any of the terms, covenants or conditions of this Agreement or the other Contract Documents, or to exercise any right contained therein, shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision of this Agreement and the other Contract Documents.

22. Attorneys' Fees. In the event of any litigation or arbitration arising out of the subject matter of this contract or the Work, the party to the contract determined by the court or arbitrator to be primarily liable or at fault shall be obligated to pay the attorneys' fees of the other party to the contract, the amount of which shall be determined by the court or arbitrator and included in the judgment.

23. Notice. Any written notice required or permitted hereunder shall be delivered personally, or sent by facsimile or electronic transmission, reputable overnight courier, or first-class mail, with all postage or other charges prepaid. Any such notice shall be deemed given on the date it is delivered prior to 5:00 p.m. (recipient's time) personally or by facsimile or electronic transmission, one day after the date it is delivered to an overnight courier, or three days after the date it is placed in the mail, addressed to the address set forth in the contract. Any signature transmitted by facsimile or electronically shall be deemed an original signature for all purposes. Any party may designate in writing another address or person to receive notices hereunder by notice given in accordance with the foregoing. Notices to Contractor must be sent to the Contractor's address, not the Property address.

24. Jurisdiction and Venue. This Agreement shall be deemed to have been made in the State of Missouri and the validity, construction, interpretation, and enforcement hereof, and the rights of the parties hereto, shall be determined under, governed by, and construed in accordance with internal laws of the State of Missouri, without regard to principles of conflicts of law. Any litigation with respect to this Agreement shall be filed in a court which sits in Jackson County, Missouri or at the option of BCCM Construction, in any other forum in which it initiates proceedings and has jurisdiction over the subject matter and the parties in controversy. The Contractor hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue and the Contractor stipulates that any forum located in Jackson County, Missouri shall have in personam jurisdiction and venue over the Contractor for purposes of such litigation. Service of process sufficient for personal jurisdiction in any action against the





Construction Group

Contractor may be made by registered or certified mail, return receipt requested to \_\_\_\_\_ (address of contractor). Contractor consents to personal jurisdiction and venue in Jackson County, Missouri for all actions brought under this Agreement. In the event of litigation hereunder, the prevailing party shall be entitled to an award of its reasonable attorney's fees.

25. Warranty. Subcontractor warrants the Work (a) will conform to the requirements and specifications in this contract and Exhibit A; (b) will be free from defects in labor, materials, and workmanship; (c) will be of first quality workmanship, new, merchantable, and free from defects due to faulty construction or workmanship that arise under proper and normal use and service, and (d) be of a quality that is consistent with recognized standards in the industry for a period of 12 months after Final Approval or such other warranty period set forth in the Contract Documents, whichever is later. Subcontractor shall correct at its own expense any non-conforming or defective Work of which Subcontractor received notice within such warranty period. If Subcontractor fails to correct non-conforming or defective Work within a reasonable time after receiving notice, the Contractor may correct it and the Subcontractor shall reimburse Contractor.

26. Bond Requirements. Reference Exhibit A if applicable

27. Independent Contractor. The parties agree that Subcontractor is acting solely as an independent contractor and not as an employee or servant of Contractor. Subcontractor is entrusted to perform the specified job and left free to do its work and choose the method of accomplishing the work. Contractor has no control over Subcontractor on such matters, including the specific time and methodology to be used, so long as it conforms with the general requirements of the project and the constraints of this Agreement.

28. Non-Solicitation/Non-Compete. Subcontractor agrees not to solicit direct work or perform any construction-related work from the Owner of the project, or any other general contractors engaged by the Owner, for twenty-four (24) months after the completion of the Project herein as long as the work is located in a geographic region in which Contractor performs work and/or maintains a business presence. Subcontractor agrees not to compete with Contractor by soliciting or performing any construction-related work or services, whether as a general contractor or a Subcontractor, for the Owner of the Property, wherever such Owner may do business, in competition with Contractor for the time period and in the geographic region set forth herein.

EACH OF THE UNDERSIGNED INDIVIDUALS executing this contract represents that he or she is duly authorized to execute this contract on behalf of the entity for which he or she is signing and to cause such entity to be bound by and to perform this contract.

CONTRACTOR:

BCCM CONSTRUCTION GROUP, INC.  
a Missouri Corporation

By DocuSigned by:  
Brandon Hankins  
E765468D23C243C

SUBCONTRACTOR:

Company Overland Park Mechanical

State: Kansas

By DocuSigned by:  
Vincent Holzer  
B0990059DB9E4FB...  
Name: vincent Holzer

Title: President

Contractor License No.:

DS  
BA  
DS  
VA  
Sub



Initials: BCCM <sup>DS</sup>  
             

Sub <sup>DS</sup>

<b>Exhibit A</b>
------------------

<b>Project:</b>	The Learning Experience
<b>Date:</b>	7/19/2023
<b>Refer to plans:</b>	TLE - Lee's Summit
<b>Subcontractor Name:</b>	<b>Overland Park Mechanical</b>
<b>Address Line #1:</b>	16088 Foster Street
<b>Address Line #2:</b>	Overland Park Kansas 66085

CONTACT:

OFFICE#:

E-MAIL:

**General Terms:**

- 1 All work performed under this scope is to be completed in a neat, workman-like manner, in accordance with the project specifications.
- 2 Subcontractor agrees to supply their field personnel all necessary documentation to insure that all RFI's, ASI's, Change Orders, etc., are incorporated into the Scope of Work.
- 3 Includes all hoisting, trucking, unloading of materials and dunnage as required for this scope of work.
- 4 Includes multiple mobilizations as necessary.
- 5 All scaffolding, lifts, hoisting, rigging, unloading, sorting and stacking, etc. required for this scope of work is included. (Lift used shall have white tires, and/or installed tire protection for exposed finished floor areas).
- 6 Attendance and participation in all construction progress meetings, pre-construction meetings, safety meetings, etc., by Subcontractors Authorized Representative is mandatory throughout the duration of the project.
- 7 Includes all necessary weather protection related to this scope of work is included.
- 8 Subcontractor is responsible for coordinating public and/or private utility location prior to any excavation work.
- 9 Subcontractor will provide a minimum 1-year material and workmanship warranty for their work. The starting date for the warranty will be the project's date of substantial completion. Provide all other special and/or manufacturers warranties as required.
- 10 Subcontractor will provide all closeout documentation as requested by BCCM Construction Group, Inc.. Including but not limited to: Operation and Maintenance manuals, As-builts, Manufacturer Warranties, Test reports, Schedules, etc.
- 11 Provide all "quick-shipping" as necessary to meet the project schedule.
- 12 Storage of materials and equipment at the jobsite shall be permitted only to the extent approved in advance and in writing by BCCM.
- 13 Subcontractor shall provide all mock-ups as requested by BCCM Construction Group, Inc. Mock-ups will be provided in a timely manner, and will provide an accurate representation of the proposed finished product in regards to color, texture, sheen, material selection, manufacturer, etc.
- 14 No smoking or chewing tobacco is allowed in the project area.

**PROJECT SPECIFIC SCOPE OF WORK**

- 1 AIA billings are due to the accounting department by the 20th of each month. Submit to [accounting@bccmconstruction.com](mailto:accounting@bccmconstruction.com).

*Subcontractor will complete Submittals within 2 weeks upon execution of this agreement.*

*The due date for submittals is listed below. All submittals must be approved in Procore.*

*No items shall be procured or installed without Submittal approval from the Architect and/or Engineer of record.*

*All work shall be done in accordance with the drawings referenced in this contract document.*

*AIA Pay Applications and waivers are due on the 20th of each month, no exceptions.*

Scope items for this contract include but are not limited to the following:

- This Subcontract includes all phases and mobilizations of the “Work” without exception or exclusion to provide a complete “HVAC” scope.
- Subcontractor acknowledges that the construction documents have been thoroughly reviewed and that all questions regarding the “Work” have been answered to the “Subcontractor’s” satisfaction, and that the bid submitted includes all work required without exception or exclusion per the construction documents. Subcontractor further acknowledges that no “Change Order” for missed work will be approved.
- Subcontractor shall provide all tools and equipment for the performance of their work without exception, exclusion, or additional cost.
- Subcontractor shall conform to the design in every aspect, size, and detail except where standard engineering practice shall dictate differently. In such case, Subcontractor shall contact the Contractor and his Engineer for more detailed drawings and/or analysis.
- Subcontractor acknowledges any material or items to be incorporated into the Project shall be submitted for approval. Any material used or installed without approval shall be done so at this Subcontractor's sole risk.
- Subcontractor acknowledges that where conflict arises between the plans, specifications, and local authority the more stringent shall prevail.
- Subcontractor shall dispose of all debris in accordance with all jurisdictions governing the project including all fees and costs associated with disposal. All debris associated with the “Work” shall be removed daily to maintain an orderly and safe jobsite.
- Subcontractor shall be responsible for mitigating all hazards to personnel created in the performance of their portion of the “Work” without exception or exclusion.
- Subcontractor shall provide where applicable, and install RTU curbs, exhaust fan curbs, RTU’s, exhaust fans, ductwork, thermostats, registers, grills, returns, condensate drains, and any other fixture or device per plans and specifications without exception or exclusion.
- Subcontractor shall install all HVAC related devices, fixtures and appliances in regards to supplied by “Owner” or “General Contractor” without exception or exclusion.
- Subcontractor shall warranty all labor for a period of one year from the effective date of the warranty period. This labor warranty shall include labor performed on devices, fixtures and materials furnished by “Owner” or “General Contractor” without exception or exclusion.
- Subcontractor is responsible for all notes & details relating to this work scope within the TLE - Lees Summit all bid plan pages regardless of original proposal.
- Anything listed within those notes and details is considered to be part of this contracted price.
- No change order submittals will be approved for required work items listed within those notes and details.
- Any and all Change Orders shall be in writing and shall be duly executed by the individual(s) expressly authorized to bind Contractor prior to the commencement of the Work described in the Change Order. Approval made via verbal or emailed exchanges shall not be considered valid. Any Change Order that is not executed in writing by an authorized individual for the Contractor (contract signer) before the commencement of Work by the Subcontractor is not valid or binding. The subcontractor waives any right, claim, or demand for a Change Order if it proceeds with the commencement of such Work without first obtaining a written Change Order executed by the Contractor’s authorized individual (contract signer). BCCM’s superintendent has no

authorization to approve any change orders or field authorizations for subcontractors. Any changes negotiated with superintendent will not be considered valid.

**EXCLUSIONS:**

1 Unforeseen conditions not exposed to sight.


<b>Contract Amount:</b>	<u>Cost</u>	<u>Phase Code#</u>
	<b>\$186,848.00</b>	<b>23-0500 - HVAC</b>
<b>Total:</b>	<b>\$186,848.00</b>	

**Start of contract:**  
**Substantially complete by:** 05/23/2024  
**Submittal due date (if applicable):** 02/07/2024

**Contract Principle Signature:**

DocuSigned by:  
*Vincent Holzer*  
B00206650DD3E4FB...

**Notes:**

DS  


**PM Initials**



## **EXHIBIT B**

### **Insurance Requirements**

Subcontractor agrees to procure and carry, at its sole cost, until completion of this Agreement and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as required of Contractor in its contract with Owner, or such higher amounts as set forth below; provided, however:

All insurance is to be issued by companies and with liability limits acceptable to Contractor.

- a) Contractor reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable.
- b) Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement**, must be received by Contractor prior to commencement of work on site.
- c) If Subcontractor should subcontract any of this work to a third party, Subcontractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Contractor.

Such insurance shall include the following terms and conditions:

All coverages obtained by Subcontractor shall be on an occurrence policy form and **NOT** on claims made policy form.

- a) The cost of defense of claims shall not erode the limits of coverage furnished.
- b) All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Contractor and other required additional insured's.
- c) Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
- d) Comprehensive Automobile Liability Insurance. Subcontractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Agreement covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.
- e) Workers' Compensation and Employer's Liability Insurance. Subcontractor shall maintain Workers Compensation Insurance to cover the statutory limits of the Workers Compensation laws of the state in which any work is to be performed. An "all states" endorsement is to be included on this policy. The minimum Workers Compensation and Employer's Liability limits are to be as follows: Each Accident: \$1,000,000, Disease Each Employee: \$1,000,000, Disease Policy Limit: \$1,000,000
- f) Commercial General Liability Insurance. Subcontractor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors and subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for two years following project completion), (v) explosion, collapse and underground, and (vi) contractual liability insuring the indemnities set forth in this Agreement. Each Project shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate will be maintained and ISO endorsement form CG 2010 10/85 or its equivalent will apply.
- g) Excess Liability. Subcontractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.
- h) Waiver of Subrogation. All insurance policies shall include a waiver of any right of subrogation of the insurers thereunder against Contractor and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters, to the extent permitted by law.

- i) Additional Insured's. Subcontractor furnished insurance (except Workers' Compensation Insurance) shall include Owner, Contractor, Architect, and any other person or entity required by the Prime Contract, and all their assigns, subsidiaries and affiliates as additional insured's as their respective interest may appear.
- j) Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnities' insurance.

**No Limitation of Liability.** The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Subcontractor's liability with respect to its performance of this Agreement.

**Subcontractors' Insurance.** Subcontractor shall require all those subcontractors providing equipment, materials or services directly to Subcontractor in connection with this Agreement to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Subcontractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide Contractor with such certificates and endorsements. Subcontractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Subcontractor shall have obtained in writing from Contractor a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

**Patent Liability.** Subcontractor shall protect, defend and save Contractor harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Agreement, including their use by Owner and further agrees to pay all loss and expense incurred by Contractor by reason of any such claims or suits, including attorneys' fees.

**Design Liability.** If any design responsibility is included in this Agreement, Subcontractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the subcontract. The policy shall be at least as broad as the coverage provided in Contractors Design Liability Policy, with a minimum policy limit of \$2,000,000.

Subcontractor shall require each designer providing design services engaged by Subcontractor to provide identical coverage.

**Failure to Comply:** Failure on the part of the Subcontractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which BCCM Construction Group may immediately terminate this contract or at the discretion of BCCM Construction Group may charge a penalty fee of ten percent (10%) of entire contract price if subcontractor is on site. BCCM Construction Group shall deduct ten percent (10%) of the Contract amount at any time and without approval from Subcontractor.

SUB-CONTRACTOR:

DocuSigned by:  
By:   
B0930659DD3E4FB...

End of Exhibit B

## Exhibit C

23039 - The Learning Experience  
Master Construction Schedule

ID	Task Name	Duration	Start	Finish	Half 1, 2024					
					J	F	M	A	M	J
1	<b>TLE - The Learning Experience</b>	120 days	Tue 1/2/24	Mon 6/17/24						
2	<b>Pre-Construction</b>	74 days	Tue 1/2/24	Fri 4/12/24						
3	Owner Contract Issuance	0 days	Tue 1/2/24	Tue 1/2/24	1/2					
4	Permitting	0 days	Tue 1/2/24	Tue 1/2/24	1/2					
5	Subcontractor Onboarding	10 days	Tue 1/2/24	Mon 1/15/24						
6	Long Lead Items	50 days	Tue 1/2/24	Mon 3/11/24						
7	<b>Submittals</b>	40 days	Tue 1/2/24	Mon 2/26/24						
8	<b>Concrete Submittals</b>	15 days	Tue 1/2/24	Mon 1/22/24						
9	Concrete Design Mix Submission									
10	Concrete Design Mix Approval									
11	<b>Millwork Submittals</b>	40 days	Tue 1/2/24	Mon 2/26/24						
12	Millwork Shop Drawings Submission									
13	Millwork Shop Drawings Approval									
14	Millwork Delivery									
15	<b>Doors, Frames and Hardware</b>	40 days	Tue 1/2/24	Mon 2/26/24						
16	Door Schedule Submission									
17	Door Schedule Approval									
18	Doors, Frames, Hardware Order and Delivery									
19	<b>Storefront Aluminum Doors</b>	40 days	Tue 1/2/24	Mon 2/26/24						
20	Shop Drawings and Product Data Submission									
21	Shop Drawings and Product Data Approval									
22	Shop Drawings and Product Data Order/ Delivery									
23	<b>Tile &amp; Flooring</b>	40 days	Tue 1/2/24	Mon 2/26/24						
24	Tile & Flooring Submission									
25	Tile & Flooring Approval									
26	Tile & Flooring Delivery									
27	<b>Plumbing Submittals</b>	20 days	Tue 1/2/24	Mon 1/29/24						
28	Pluming Fixtures and Materials Submission									

23039 - The Learning Exerience  
Master Construction Schedule

ID	Task Name	Duration	Start	Finish	Half 1, 2024					
					J	F	M	A	M	J
29	Pluming Fixtures and Materials Approval									
30	Pluming Fixtures and Materials Delivery									
31	<b>HVAC Submittals</b>	20 days	Tue 1/2/24	Mon 1/29/24						
32	Ductwork, Insulation, Air Devices, Tstat Submission									
33	Ductwork, Insulation, Air Devices, Tstat Approval									
34	Ductwork, Insulation, Air Devices, Tstat Delivery									
35	RTU Submission									
36	RTU Approval									
37	RTU Delivery									
38	<b>Electrical Submittals</b>	20 days	Tue 1/2/24	Mon 1/29/24						
39	Gear Submission									
40	Gear Approval									
41	Gear Delivery									
42	<b>Lighting Submittals</b>	20 days	Tue 1/2/24	Mon 1/29/24						
43	Lighting Product Detail Submission									
44	Lighting Product Detail Approval									
45	Lighting Product Delivery									
46	<b>Fire Alarm Submittals</b>	20 days	Tue 1/2/24	Mon 1/29/24						
47	Fire Alarm Product Data and Plans Submission									
48	Fire Alarm Product Data and Plans Approval									
49	Fire Alarm Product Data and Plans Permit and Install									
50	<b>Fire Sprinkler Submittals</b>	20 days	Tue 1/2/24	Mon 1/29/24						
51	Fire Sprinkler Materials Submission									
52	Fire Sprinkler Materials Approval									
53	Fire Sprinkler Permit Approval									
54	<b>Mobilization</b>	64 days	Mon 1/8/24	Thu 4/4/24						
55	Site Setup	5 days	Mon 1/8/24	Fri 1/12/24						
56	Site Conditions Verification	0 days	Mon 1/8/24	Mon 1/8/24						
57	Storefront Field Measure	0 days	Mon 3/11/24	Mon 3/11/24						

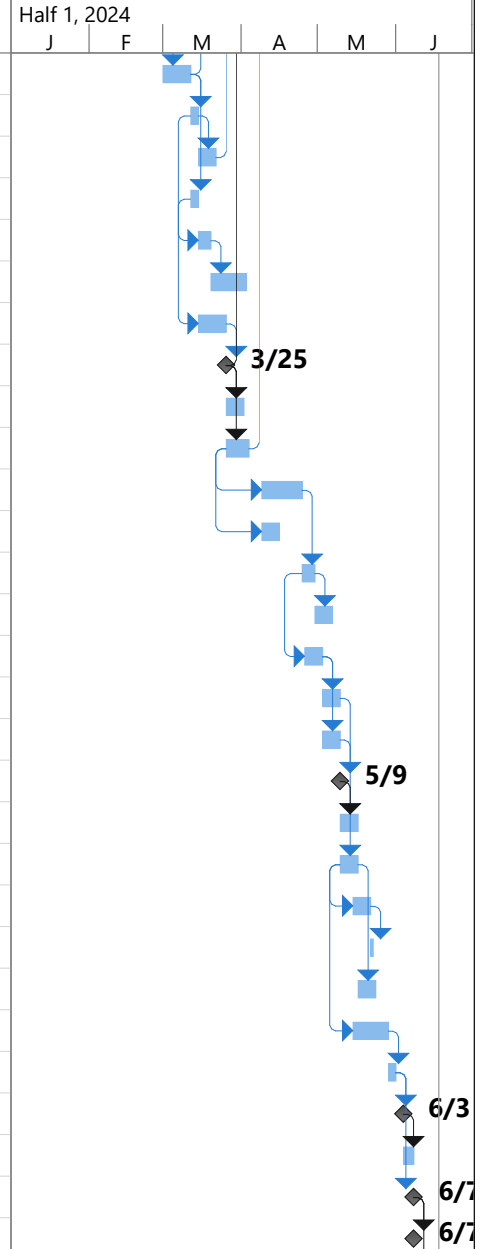
23039 - The Learning Exerience  
Master Construction Schedule

ID	Task Name	Duration	Start	Finish	Half 1, 2024					
					J	F	M	A	M	J
58	Millwork Field Measure	0 days	Wed 4/3/24	Wed 4/3/24						
59	Window Treatment Field Measure	0 days	Thu 3/21/24	Thu 3/21/24						
60	Construction Schedule	110 days	Mon 1/8/24	Fri 6/7/24						
61	Site Work	61 days	Mon 1/8/24	Mon 4/1/24						
62	Temp Power Set-Up	3 days	Mon 1/8/24	Wed 1/10/24						
63	Rough Grading	15 days	Mon 1/8/24	Fri 1/26/24						
64	Underground Utilities	5 days	Mon 1/29/24	Fri 2/2/24						
65	Building Pad	5 days	Mon 2/5/24	Fri 2/9/24						
66	Final Grading	5 days	Mon 2/12/24	Fri 2/16/24						
67	Curb and Gutters	5 days	Mon 2/19/24	Fri 2/23/24						
68	Asphalt Binder Course	2 days	Mon 2/26/24	Tue 2/27/24						
69	Asphalt Traffic Course	2 days	Wed 2/28/24	Thu 2/29/24						
70	Striping	1 day	Fri 3/1/24	Fri 3/1/24						
71	Exterior Signage and Fire Lane	1 day	Mon 3/4/24	Mon 3/4/24						
72	Irrigation	5 days	Tue 2/27/24	Mon 3/4/24						
73	Landscaping Final Grading	5 days	Tue 3/5/24	Mon 3/11/24						
74	Landscaping Install	15 days	Tue 3/12/24	Mon 4/1/24						
75	Trash Enclosure	5 days	Mon 2/19/24	Fri 2/23/24						
76	Permanent Power	5 days	Tue 3/26/24	Mon 4/1/24						
77	Playground Install	3 days	Mon 2/19/24	Wed 2/21/24						
78	Surface Turf Install	2 days	Thu 2/22/24	Fri 2/23/24						
79	Site Fencing Install	1 day	Mon 2/26/24	Mon 2/26/24						
80	Structure Building Schedule	85 days	Mon 2/12/24	Fri 6/7/24						
81	Footings	5 days	Mon 2/12/24	Fri 2/16/24						
82	Underground Rough-In	5 days	Mon 2/19/24	Fri 2/23/24						
83	Underground Inspections	1 day	Mon 2/26/24	Mon 2/26/24						
84	Building Pad Prep/Inspection	1 day	Tue 2/27/24	Tue 2/27/24						
85	Building Pad Placement	2 days	Wed 2/28/24	Thu 2/29/24						



23039 - The Learning Exerience  
Master Construction Schedule

ID	Task Name	Duration	Start	Finish	Half 1, 2024						
					J	F	M	A	M	J	
86	Shell Framing	7 days	Fri 3/1/24	Mon 3/11/24							
87	Interior Wall Framing	3 days	Tue 3/12/24	Thu 3/14/24							
88	Install Storefront and Windows	5 days	Fri 3/15/24	Thu 3/21/24							
89	Joists and Girder Install	3 days	Tue 3/12/24	Thu 3/14/24							
90	Roof Decking and Hatch Install	3 days	Fri 3/15/24	Tue 3/19/24							
91	Insulation and TPO Install	10 days	Wed 3/20/24	Tue 4/2/24							
92	MEP+F Rough-In	7 days	Fri 3/15/24	Mon 3/25/24							
93	MEP+F Rough-In Inspection	0 days	Mon 3/25/24	Mon 3/25/24							
94	Wall Insulation	5 days	Tue 3/26/24	Mon 4/1/24							
95	Hang Drywall	7 days	Tue 3/26/24	Wed 4/3/24							
96	Finish Drywall	12 days	Tue 4/9/24	Wed 4/24/24							
97	Install Interior Door Frames	5 days	Tue 4/9/24	Mon 4/15/24							
98	Primer Coat of Paint	3 days	Thu 4/25/24	Mon 4/29/24							
99	First Coat of Paint	5 days	Tue 4/30/24	Mon 5/6/24							
100	Install Ceiling Grid	5 days	Fri 4/26/24	Thu 5/2/24							
101	Cut/Install Border Tile	5 days	Fri 5/3/24	Thu 5/9/24							
102	Above Ceiling MEP+F Connections	5 days	Fri 5/3/24	Thu 5/9/24							
103	Above Ceiling Inspection	0 days	Thu 5/9/24	Thu 5/9/24							
104	ACT Install	5 days	Fri 5/10/24	Thu 5/16/24							
105	Final Coat of Paint	5 days	Fri 5/10/24	Thu 5/16/24							
106	Millwork Install	5 days	Wed 5/15/24	Tue 5/21/24							
107	Millwork Surfaces Install	1 day	Wed 5/22/24	Wed 5/22/24							
108	MEP+F Trim Out	5 days	Fri 5/17/24	Thu 5/23/24							
109	Flooring Install	10 days	Wed 5/15/24	Tue 5/28/24							
110	FFE Install	3 days	Wed 5/29/24	Fri 5/31/24							
111	Owners Punch	1 day	Mon 6/3/24	Mon 6/3/24							
112	Completion of Owners Punch	4 days	Tue 6/4/24	Fri 6/7/24							
113	Final Inspections	5 days	Mon 6/3/24	Fri 6/7/24							
114	Substantial Completion	0 days	Fri 6/7/24	Fri 6/7/24							





















23039 - The Learning Exerience  
Master Construction Schedule

ID	Task Name	Duration	Start	Finish	Half 1, 2024					
					J	F	M	A	M	J
115	Certificate of Occupancy	0 days	Fri 6/7/24	Fri 6/7/24						6/7

23039 - The Learning Exerience  
Master Construction Schedule

Project: TLE\_Project Schedule\_1

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only	