

SUBCONTRACT NO. 23250122-06
09/30/25
PROJECT # 23-25-0122
15-800 HVAC

Overland Park Mechanical Co	Sephora 2498
16088 Foster St.	860 NW Blue Pkwy Space #D-106
Overland Park, KS 66085	Lee's Summit, MO 64086
Phone: (913)814-8200	Summit Fair (MO)
Email: vholzer@opmcinc.com	PM: Bill Van Dam
Vendor ID #: OVERPARK01	PM Phone: (262)865-6116
Super: Darren Vinaas	PM Email: BillV@Horizonretail.com
Super Phone: (262)331-9371	APM: Blair Eldred
Super Email: DarrenV@horizonretail.com	APM Phone: (262)865-6244
HRC Super Onsite As Of: 10/20/25	APM Email: BlairE@horizonretail.com

SCOPE OF WORK: Furnish labor, material, tools, equipment, supervision and insurance as required to complete all HVAC work per plans, specifications, local codes and building requirements. Price includes all Permit and inspection fees.

ADDITIONAL SCOPE: Includes submittals for RTU Curbs, ductwork and grilles. F/I RTU curbs

INCLUDES AIR BALANCE? NO

BY A CERTIFIED/INDEPENDENT TESTING CO? NO

1. INSURANCE REQUIREMENTS:

Before commencing the Subcontract work, and for the duration of the project, Subcontractor must provide **certificates of insurance naming Horizon Retail Construction, Inc as an additional insured** on a primary and non-contributory basis, for Commercial General Liability policy and Commercial Automobile policy. The general liability policy shall utilize ISO Form CG 20 10 04/13 and CG 20 37 04/13 or the equivalent. The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured. All policies shall also contain a waiver of subrogation in favor of Contractor, tenant, landlord and owner. Policies shall provide for at least (30) thirty days' notice of cancellation of any insurance to contractor. Such coverage shall be maintained in form and with companies having a minimum AM Best rating of A- VII. Subcontractor shall purchase and maintain insurance having the minimum limits:

- (a) Comprehensive General Liability Insurance - Each occurrence limit \$1,000,000 or full per occurrence limit of the policy, whichever is greater, Personal and advertising injury limit \$1,000,000, Fire damage limit \$100,000, Products completed operations aggregate limit \$2,000,000, General aggregate limit \$2,000,000, Medical expenses, any one person \$5,000. **Horizon Retail Construction, Inc. must be additional insured and Certificate Holder.**
- (b) Comprehensive Automobile Liability Insurance Combined single limit \$1,000,000 for property damage and bodily injury. Policy must include coverage for non-owned automobile liability coverage and hired vehicle coverage. **Horizon Retail Construction, Inc. must be additional insured and Certificate Holder.**
- (c) Workers Compensation Insurance - A workers compensation policy shall be in-force with limits of \$500,000 bodily injury per incident & \$500,000 bodily injury by disease policy limit. The State in which work is being performed must be a covered State on the workers compensation policy and shown on the certificate of insurance. Coverage must be extended to include sole proprietors, partners, and executive officers. **Horizon Retail Construction, Inc. must be Certificate Holder.**

2. INDEMNITY

To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless the Contractor, Landlord, Tenant and the Owner, their agents, consultants, and employees from any and all claims arising out of the Subcontractors work or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

3. WAIVER OF SUBROGATION

The Contractor and Subcontractor waive all rights against each other, the Owner, Landlord, Tenant and the Architect/Engineer, and any of their respective consultants, subcontractors and sub-subcontractors, agents and employees, to recover damages to the extent covered and paid by the proceeds of a builder's risk policy, excluding such rights as they may have to receive such insurance proceeds. Subcontractor shall require similar waivers from its Vendors.

4. LIENS/LIEN WAIVERS

As a condition to any payment, including progress payments and final payment, Subcontractor shall deliver to Contractor all executed and **notarized** waivers of all lien rights for all work, equipment, labor, services, supplies and materials. Contractor may withhold payment to Subcontractor until all such executed lien waivers have been received by Contractor. Subcontractor shall defend, indemnify and hold harmless the Contractor, its sureties, and the Owner, from any and all liens or other claims for payment, made or asserted by any third person alleging or claiming non-payment for work, labor, materials, equipment, or services furnished or performed as part of Subcontractor's work. Subcontractor shall, at its own expense, promptly discharge, satisfy or remove any and all such liens by payment, bonding, or other means.

5. SAFETY RULES/REGULATIONS

All representatives of your company, who are on the jobsite, **MUST** sign in, upon arrival, and sign out, upon departure confirming they are

leaving the jobsite with no injuries, with the site superintendent using "Sign In/Sign Out Form" EVERY day. Subcontractor must provide and require all representatives to always wear proper PPE.

Subcontractor agrees to be responsible that its agents, representatives, employees, and suppliers comply with all safety requirements. The work is to be pursued in a safe manner at all times taking all necessary precautions to avoid injuries to the public and to the workmen. All laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents shall be complied with as well as the Occupational Safety & Health Act of 1970, as amended. The Subcontractor does assume all responsibilities of Horizon Retail Construction, Inc. with respect to the work under this Construction Contracts, and indemnifies and holds Horizon Retail Construction, Inc. harmless from all penalties, damages or other losses resulting from failure of subcontractor and those for whom it is responsible to comply with this paragraph. Possession, distribution, or consumption of alcohol and/or illegal drugs is prohibited on the jobsite. Reporting to work under the influence of alcohol or illegal drugs is not permitted. If a subcontractor employee is determined to have breached the terms and conditions of Horizon Retail Construction, Inc.'s alcohol and illegal drug policy, the employee in question shall be removed from the site immediately, and will not be allowed back on the site without express written permission by Horizon Retail Construction, Inc.

6. DELIVERY AND MATERIAL MANAGEMENT

Subcontractor agrees to take responsibility of all materials, whether Owner supplied, or Subcontractor provided as it relates to their scope of work. This includes, but is not limited to, ordering, inventory, inspecting, delivery, and unloading of all material from the closest point of delivery to the final installation.

7. WARRANTIES

Subcontractor warrants that all materials furnished under this Agreement shall be new, of good quality, free from defects, and in conformance with the contract documents. Subcontractor warrants that all of its work shall be performed in a workmanlike manner, in conformance with the contract documents, with prevailing industry standards, and free from defects in workmanship and materials. Subcontractor shall, upon demand, promptly correct any of its work that is defective or not in compliance with the contract documents, at no additional cost to Contractor or Owner. Subcontractor shall bear all costs associated with correcting such defective work, including all costs of uncovering its work and of any additional inspections and testing, and Subcontractor shall indemnify Contractor and Owner for all costs and damages incurred by Contractor or Owner due to such defect. For a period of one (1) year following the date of acceptance of the Project by Owner, **Subcontractor agrees to remedy all urgent warranty items that may affect the functionality of the project within 24 hours. Additionally, Subcontractor agrees to remedy all warranty items that do not fall within the urgent category within 3 working days** and agrees to bear all costs associated with the correction of its defective work.

8. ASSIGNMENT OF SUBCONTRACT

Subcontractor shall **not** sublet or assign this subcontract nor sell or assign the proceeds of this subcontract; (1) All parties working under this subcontract are to be fully insured, per section 1, under Subcontractor's Insurance policies and must be a direct employee of Subcontractor. (2) Required permits for work must be pulled under Subcontractor's name, it is strictly prohibited to sublet a third party to pull permits for work being performed by Subcontractor. If it is discovered that the subcontractor has sublet or assigned this subcontract to another party Horizon Retail Construction, Inc. reserves the right to either; (i) terminate this subcontract and contract direct with the third party entirely or (ii) subcontract direct with the third party and back charge this subcontract the cost plus a 10% administrative fee.

9. SITE CLEAN-UP

Subcontractors are responsible for their own clean up. If Subcontractor fails to keep jobsite clean and Horizon Retail Construction, Inc. must perform clean up on the jobsite, a cost of \$150/hr., will be deducted from subcontract. Furthermore, if Horizon Retail Construction, Inc. must hire a subcontractor to complete the clean-up, the total cost plus an administrative fee of 10% will be deducted. In the event, the site does not permit a dumpster to be placed on site, subcontractor will be required to haul their own debris off site daily, otherwise deductions will be assessed.

10. NOTICE TO MAN THE JOB

Subcontractors that fail to adhere to the construction schedule will be electronically sent a "24 Hour Notice to Man the Job". IF YOU FAIL TO MAN THE JOB AFTER RECEIPT OF NOTICE, YOU WILL BE TERMINATED IMMEDIATELY. Additionally, Subcontractor will be liable for any costs incurred to complete the agreed upon work. No further payments will be made until project is completed. If the cost to finish the work is more than the balance due, the Subcontractor will be required to pay such balance to the Contractor within thirty (30) days of receipt of costs.

11. UNION SUBCONTRACTORS

Must be current on all dues to their respective union(s). Letters of compliance are required with contract execution and payment is contingent upon their receipt.

12. PAYMENT TERMS AND SUPPLIER LIEN WAIVERS:

Subcontractor will be held to the following additional requirements:

- (a) Before and as a condition of receiving the first draw, which can be no more than 50% of contract amount, the subcontractor is required to complete and execute the attached form "List of all Suppliers on Project with Horizon Retail Construction," listing all suppliers and equipment rental companies who have supplied material, labor or equipment on project.
- (b) Before and as a condition of receiving more than 50% of contract amount, the subcontractor will need to provide from all suppliers and equipment rental companies, an executed "Unconditional Final Waiver of Lien For: Material/Equipment/Services Suppliers"
- (c) At the discretion of Horizon Retail Construction, Inc. the subcontractor may be requested to update the "List of all Suppliers on Project with Horizon Retail Construction" before receiving either the second or final draw on this project.
- (d) Payment for all work completed under this Subcontract shall be paid as follows: **50%-40%-10%**. At no point will payment be made beyond your % of completion, to be determined by the Project Manager.
- (e) Do not send Invoices, unless specifically asked for. Your Subcontract is your invoice and **23250122-06** is your invoice number

13. CHANGE ORDER(S):

- (a) NO additional work "Change Order(s)" will be authorized in the field.
- (b) Change orders on plan revisions must be submitted within 48 hours of receipt of plan revision.
- (c) To obtain an executed change order a detailed proposal including cost breakdown into man hours and material must be forwarded prior to work being completed.
- (d) No change order(s) which causes additional cost or time will be considered, approved or paid without a written change order executed by **Bill Van Dam** PRIOR to work being completed.

SUBCONTRACT AMOUNT:

Description	Amount
15-800 HVAC	\$61,986.00
Tax	0.00
Total	\$61,986.00

SUBCONTRACT DATES:

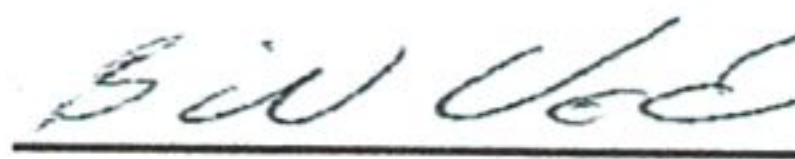
Commencement Date:	10/20/25
Rough Inspection Date:	11/05/25
Final Completion Date:	01/02/26

PAYMENT TERMS / CONTRACT ACCEPTANCE:

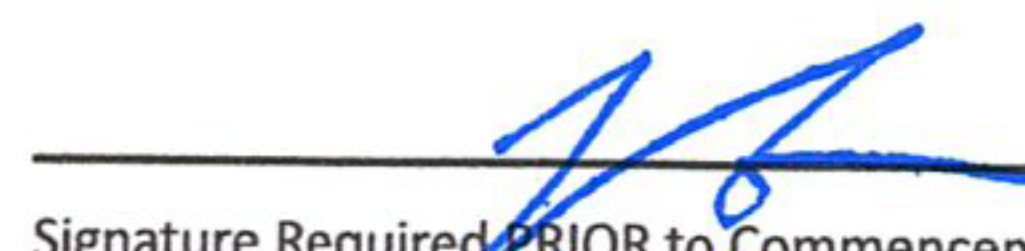
I agree to all the above terms and conditions, including but not limited to; scope of work, payment terms, insurance requirements and change order procedures as stated in this Subcontract. THIS EXECUTED SUBCONTRACT, W9, INSURANCE CERTIFICATE(S) and LIEN WAIVERS MUST BE RECEIVED PRIOR TO COMMENCING SUBCONTRACTED WORK.

Horizon Retail Construction, Inc.

Overland Park Mechanical Co


By: Bill Van Dam, Vice President
BillV@Horizonretail.com




Signature Required PRIOR to Commencement
Subcontract #: 23250122-06

9/29/25
Date

****Your address listed on the top of Page 1 will be the address your checks are mailed to. If this information is NOT correct, please send the correct information to BlairE@horizonretail.com ASAP****

Failure to provide requested documentation will prohibit you from starting work. All payments to subcontractor are contingent on, and not due until the project owner's fulfillment, including payment, of their contract obligations with Horizon Retail Construction, Inc. Horizon Retail Construction, Inc. reserves the right to make payment only after receiving corresponding payment from the owner.

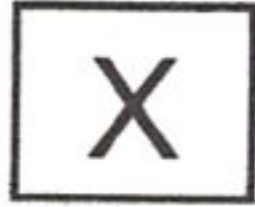
Modifications to this contract will not be accepted.

Requirements for Horizon Retail Construction, Inc.

The list below shows all required documents needed in order for Horizon to issue payment.

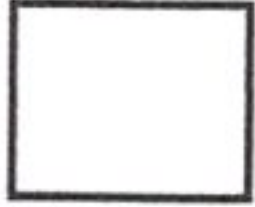
Anything marked with an "X" will need to be submitted ASAP to the contact person listed below.

If you do not see an "X" in the box next to the required document then we do not need you to send.



Executed Subcontract

Executed copy of subcontract must be received prior to commencing work.

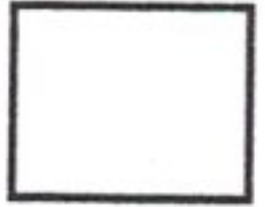


Form W9

Current W9 (signed & dated in current year) with Federal ID number or SSN #.

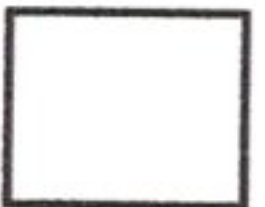
All Certificates of Insurance MUST:

- 1) Be received prior to commencement, if certificate is not received prior to commencement of Subcontractor's work, contract will be voided.
- 2) Be per attached Sample Certificate for Required Verbiage
- 3) Confirm Horizon's address on certificate(s) is **9999 E Exploration Court, Sturtevant, WI 53177**
- 4) Horizon will **NOT** be responsible for any fees incurred in obtaining correct insurance



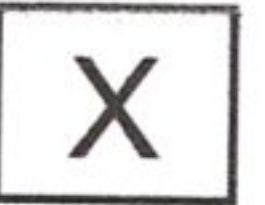
General Liability Insurance Certificate

Must be sent per "1. Insurance Requirements" in Subcontract. Horizon Retail Construction, Inc **must be listed as BOTH certificate holder AND additional insured.**



Workers Comp Insurance Certificate

Must be sent per "1. Insurance Requirements" in Subcontract. Horizon Retail Construction, Inc. **REQUIRES EVERYONE** to carry Workers' Compensation Insurance. No exceptions will be accepted for any reason. **Horizon must be listed as certificate holder.**



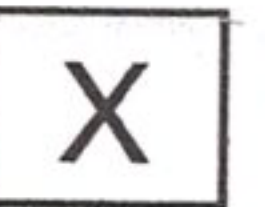
List of all Suppliers on Project with Horizon Retail Construction

A fully completed and executed list of all suppliers and equipment rental companies who will supply materials, labor and/or equipment, using attached form, is required prior to any payments being made, whether a preliminary notice was filed or not. Unconditional Final Waiver of Lien, using attached form, will be required PRIOR to more than fifty percent (50%) being paid, per "12. Payment Terms and Suppliers Lien Waivers" in subcontract.



Required City/County/State Licenses

All required licenses must be received prior to commencing work. If license(s) are not received prior to commencement of Subcontractor's work, contract will be voided.



Required Lien Waiver(s) & Warranty Statements

As a condition of any payment, an executed and notarized lien waiver(s) and warranty statement must be returned with your contract.

We do not need an Invoice from you, unless specifically asked. Your Subcontract is your invoice and 23250122-06 is your invoice number.

All documents MUST be emailed to Blair Eldred at BlairE@horizonretail.com

****We accept all documents by email, please do not mail originals****

List of all Suppliers on Project with Horizon Retail Construction

Company Name: Overland Park Mechanical Co

Address: 16088 Foster St.
Overland Park, KS 66085

Project Name: Sephora 2498

Address: 860 NW Blue Pkwy D-106
Lee's Summit, MO 64086

Below is a list of all suppliers and equipment rental companies who have supplied material, labor or equipment on the above project, including; company names, addresses, phone #'s, email addresses, what was supplied and the dollar value. All companies who supplied material, labor or equipment on the above job must be listed.

Form MUST be Completed in FULL to be Accepted

Company Name	Full Address	Phone	Email	What Supplied	Dollar Value

Declaration Under the Penalty of Perjury

The undersigned declares that the suppliers and equipment rental companies listed above supplied all the material, labor or equipment on the above referenced project with the exception of the material that came out of the company's stock. The undersigned further warrants that all material that came from stock have been paid for in full, and upon request will furnish proof of payment.

The purpose of preparing this list and declaration is to induce Horizon Retail Construction, Inc. ("HRC") to pay the full balance due on the contract without withholding any sum for suppliers that may be due money for the material or services they provide on the above referenced project. I declare under the penalty of perjury that I have read the foregoing and it is true and correct to the best of my knowledge, information and belief. I do hereby agree that all payments received from "HRC" are to be applied first for the purpose of paying all lawful claims for labor and/or materials arising out of, or in connection with work performed under this subcontract and I will apply such funds received first to the payment of claims, before using any part thereof for any other purpose.

[Signature]

Vincent Holzer

[Name Printed]

[Date]

9/29/25

23250122-06 / 15-800

[Subcontractor No.]

Please return FULLY completed form to: Blair Eldred by email at: BlairE@horizonretail.com

UNCONDITIONAL FINAL WAIVER OF LIEN

For: MATERIAL/EQUIPMENT/SERVICES SUPPLIER

(TO BE COMPLETED BY SUBCONTRACTORS' SUPPLIER(S).)

IF SUPPLIER USES THEIR OWN WAIVER, IT MUST INCLUDE TOTAL AMOUNT PAID)

WHEREAS, _____, on behalf of _____
(Name of **Supplier's** Authorized Rep) (Supplier's Company Name)

having entered into an agreement with **Overland Park Mechanical Co** for the construction of **Sephora 2498**
at the premises located at **Summit Fair (MO) 860 NW Blue Pkwy, #D-106 Lee's Summit, MO 64086**, who
the General Contractor is **Horizon Retail Construction, Inc.**, warrants that all materials, equipment and
services furnished and committed for have been fully paid, in the amount of \$ _____ (Total Amt Pd
for Project), and therefore waives, releases and relinquishes any and all lien rights to or claim of lien, for payment
due or to become due, under the State of **Missouri** statutes and laws, the undersigned has now or may have in
the future upon the above-described premises for materials, equipment and services. Furthermore, the
undersigned warrants that the account for the above-named Subcontractor and premises is **PAID IN FULL**
and **CLOSED**.

Signed By: _____

Printed Name: _____

Title: _____

Phone No.: _____

Email: _____

Date: _____

Subcontractors Commitment: 23250122-06 / 15-800 / HVAC

This form will not be accepted unless completed in FULL

Please return FULLY completed form to: Blair Eldred by email at: BlairE@horizonretail.com