



PURCHASE ORDER

Date: 04/22/24

R C C Associates, Inc.
 255 Jim Moran Blvd.
 Deerfield Beach, FL 33442
 Phone (954) 429-3700
 Fax: (954) 429-3786

Project # **4210**
 Contract # **SFPO 001**
 Vendor No.
 Purchase Order No.

3. **PROMPTNESS AND DELIVERY.** Delivery of materials and performance of labor at any time or times specified are of the essence of this Purchase Order. Deliveries are to be made at the place, in the quantities and at the times specified in instructions set forth herein or in other written instructions which may from time to time be furnished by the Purchaser. Purchaser may from time to time change, in writing, delivery instructions or direct that shipments or work be temporarily suspended. Seller shall make no commitments for material or production arrangements in excess of the amount or in advance of the time necessary to comply with Purchaser's delivery or performance instructions.

4. **PAYMENTS.** It is specifically understood and agreed that the Seller and Purchaser acknowledge that there is a risk that the Owner, in breach of its contract with Purchaser, may make late payments or may, under other circumstances, not make payments to the Purchaser. The parties furthermore acknowledge their agreement that they shall share the risk in the same proportion to their entitlement to such portion of the payments due from Owner to Purchaser for their respective work and fees together with that of all other sellers and/or subscribers on the project. As a consequence of the foregoing understanding and consistent with that allocation of risk, the Seller agrees that the Purchaser's receipt of payment from Owner on behalf of Seller's invoices shall be, to the fullest extent provided by law, a condition precedent to the right of the Seller to receive timely payment from Purchaser. Therefore, Seller agrees that it shall wait a reasonable period of time to receive payment so as to afford Purchaser the opportunity to seek and obtain payment from Owner and that Seller shall not be entitled to receive any payment from Purchaser which Purchaser has not received from the Owner on behalf of the work performed by Seller until the expiration of such reasonable period of time. Seller and Purchaser agree that ten dollars (\$10) of the amount Purchaser pays to Seller pursuant to this Purchase Order is consideration for the acceptance and agreement by Seller to the payment terms set forth herein.

5. **MODIFICATIONS.** The terms, instructions and conditions on the face and in the body of this purchase Order (and any attachments hereto signed by the parties) constitute the entire agreement between the parties hereto and any modification of this Purchase Order to be valid must be in a written change order and signed by the Purchaser's authorized representative. Seller's commencement of performance of such change order shall be deemed Seller's agreement to the terms of such change order, even if seller fails to sign such change order. The receipt by Purchaser of any quotation, form, sales confirmation or other document or instrument from Seller shall not, in the absence of a written acknowledgment by purchaser expressly agreeing to same, have the effect of changing in any manner or adding to the terms and conditions hereof.

6. **TAXES.** The prices to Purchaser specified herein for the material covered by this Purchase Order include all applicable federal, state and local taxes currently in force or hereafter enacted. Subject to the foregoing, any applicable sales or use tax must be specifically identified on Seller's invoices to Purchaser.

7. **INDEMNITY.** Without limitation of any other right or remedy available to Purchaser, Seller shall protect, defend, indemnify and hold Purchaser harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, costs and expenses (including attorney's fees) directly or indirectly arising out of or resulting from (i) Seller's refusal or failure to perform or observe any of seller's agreements, undertakings, warranties or obligations referred to hereunder, or (ii) any actual or alleged injury or death to any person or damage to any property in any manner arising out of or incident to or claimed to arise out of or incident to the performance of this Purchase Order. Seller and Purchaser acknowledge that ten dollars (\$10) of the amount Purchaser pays to Seller pursuant to this Purchase Order has been paid in consideration of seller agreeing to the defense, indemnity and hold harmless obligations herein.

8. **ASSIGNMENT.** Any assignment by Seller of any of its rights or obligations under this Purchase Order without prior written consent of Purchaser shall be null and void and without force or effect. Purchaser shall in its sole discretion have the option to assign this Order to an Assignee without the necessity of obtaining the approval of the Seller.

9. **COMPLIANCE WITH LAWS.** Seller (and the materials to be furnished hereunder) shall comply with all applicable federal, state and local laws and with all applicable rules, regulations and orders issued thereunder. Seller shall provide Purchaser with such certificates of compliance with all applicable federal, state and local laws, ordinances, rules, regulations and orders as Purchaser may from time to time request.

10. In the event of default by Purchaser or its Assignee, Seller shall provide a minimum of thirty (30) days prior written notice to Purchaser and Assignee, of the default and shall provide Purchaser and Assignee with the ability to cure any such default before taking any further action with respect to such default.

11. The Equal Opportunity Clause in Section 202, Paragraphs 1 through 7 of the Executive Order 11246, as amended, relative to equal employment opportunity and the implementing Rules and Regulations of the Office of federal Contract Compliance Programs are incorporated herein by specific reference.

12. **FAILURE OF PERFORMANCE AND REMEDIES.** A failure or refusal to perform or observe any of Seller's agreements, undertakings, warranties or other obligations under this Purchase Order by Seller shall be cause for cancellation and Purchaser shall have no further obligation hereunder. Without limitations of the foregoing, any materials and/or labor which at any time, whether before or after delivery, payment and/or utilization in the Project, fail to conform to any descriptions, specifications, or provisions contained in this Purchase Order, or fail to satisfy any of Seller's express or implied warranties, or are shipped other than in quantities or not at the time and place specified in the Purchaser's delivery instruments, or other than in containers or packages conforming to Purchaser's specifications (or in the absence of such specifications, in recognized standard containers), or which are otherwise not in conformance with the Purchase Order shall be deemed "non-conforming materials and/or labor". If Seller provides or utilizes any non-conforming materials and/or labor, Purchaser, without limitation of any other right or remedy Purchaser may have, may: (1) require Seller to repair or replace, at Purchaser's option, such materials and/or labor at Seller's expense; or (2) reject, in whole or in part, the materials and/or labor that are the subject of this Purchase Order and receive credit or refund for such whole or part of the purchase price associated therewith. Non-conforming materials may be held (or returned to Seller) at Seller's expense and risk, and shall be replaced by Seller only upon the issuance of a new purchase order by Purchaser. Purchaser may charge to Seller all expenses of unpacking, examining, repacking, storing and reshipping any materials (and/or inspecting labor) rejected by aforesaid and may also charge to Seller any other incidental or consequential damages suffered by Purchaser as a result thereof.

13. **SHOP DRAWINGS AND SUBMITTALS.** Seller shall deliver to Purchaser copies of shop drawings, cuts, samples, and material lists required by Purchaser or the Contract Documents and in accordance with the Contract Documents within sufficient time so as not to delay performance of the Project or within sufficient time for Purchaser to submit the same within the time stated in the Contract Documents, whichever is earlier. Any deviation from the Contract Documents shall be clearly identified on shop drawings. Notwithstanding any general approval granted by Purchaser or Owner, all work shall be in accordance with the Contract Documents. Purchaser's review of Seller's shop drawings, cuts, samples, and material lists is only for the convenience of the Owner in following the work and shall not relieve the Seller from responsibility for any deviations from the requirements of the Contract Documents.

SELLER REQUIRED TO COMPLY WITH ADDITIONAL REQUIREMENTS BELOW?	YES/NO	Yes
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ADDITIONAL REQUIREMENTS:



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1. Without limitation of any other right or remedy available to Purchaser, if at any time there shall be evidence of a lien or claim for which the Purchaser or the Owner might become liable which is chargeable to the Seller, the Purchaser shall have the right to retain out of any payment an amount sufficient to defend and indemnify the Purchaser and Owner against such claim or lien, including attorney's fees and court costs.

2. **ACKNOWLEDGEMENT.** This purchase Order constitutes an offer made by Purchaser. Return of an Acknowledgement copy of this Purchase Order signed by the Seller, delivery of part or all of the materials specified, or rendering of part or all of the labor specified, will signify Seller's unconditional acceptance of Purchaser's offer.

3. **OPTIONAL CANCELLATION.** Purchaser shall have the right at any time (whether or not Seller may then be in default hereunder) to cancel, in whole or in part, the undelivered portion of the materials and/or the unperformed portion of the labor to be furnished hereunder by written or facsimile notice to the Seller who shall immediately upon receipt of such notice discontinue all work in respect to the cancelled portion of this Purchase Order except as may be necessary to preserve and protect the work and materials then in progress and shall use good faith efforts to cancel and terminate all then existing orders placed or entered into by the Seller which are chargeable to the cancelled portion of this Purchase Order. In the event of such cancellation and if Seller is not in default hereunder, Purchaser agrees to pay the Seller, in addition to the stipulated price for all conforming materials and/or labor delivered or furnished to and utilized in the Project in accordance with the terms of this Purchase Order and not previously paid for, all costs necessarily incurred by Seller in connection with the cancelled portion of this Purchase Order, which payment or payments shall be in full settlement of all claims by Seller arising out of such cancellation. In any such event,

Purchaser shall have the right to inspect any work done or material paid for in connection with such cancellation and to take possession of all such work and materials at no additional expense to Purchaser. The provision of this paragraph shall not in any way limit or modify the rights or remedies available to Purchaser in the event of a cancellation of this Purchase Order pursuant to any other provision hereof.

4. **INSURANCE AND PERMITS.** Prior to providing any work or materials, Seller shall obtain the following insurance and furnish the Purchaser with certificates evidencing coverage showing R C C Associates, Inc. as an additional named insured, covering the period the Seller is performing hereunder, to wit: a.) Workmen's Compensation Insurance in accordance with law and Employer's Liability with limit liability of \$1,000,000. b.) Comprehensive General Liability Insurance including the liability assumed under this Purchase Order (which includes R C C Associates as named insured) with the following minimum limits of liability: Bodily injury - \$1,000,000/\$1,000,000 property damage - \$1,000,000 each occurrence. Products/Completed Operations Coverage - \$1,000,000 including a term up to 2 years after substantial completion. c.) Comprehensive Automobile Liability insurance with Liability limits of: Bodily injury - \$1,000,000/\$1,000,000 property damage - \$1,000,000 each person. d.) Excess Liability: Umbrella Policy - \$1,000,000

The above Insurance shall provide that the same may not be cancelled or changed without thirty (30) day prior notice to the Purchaser by Certified Mail. All policies of Seller shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with, or in excess of, any coverage which the Purchaser or Owner has purchased. In the event the Seller fails to carry or maintain the insurance specified herein, the Purchaser may withhold any payments to Seller and/or obtain such insurance and deduct the cost thereof from this Purchase Order. The Purchase Order Price does not include, and the Seller so warrants and represents, any amount for insurance other than stated above.

The Purchaser and Seller waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for compensation for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Seller shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

5. **MISCELLANEOUS.** This Purchase Order shall be governed by the laws of the state in which the Project is located. If any term or condition of this Purchase Order shall be held invalid or unenforceable, the remainder of this Purchase Order shall continue valid and enforceable to the fullest extent permitted by law. All provisions of this Purchase Order, which by their terms may require performance after cancellation, shall survive any such cancellation. In the event of a default by Purchaser or its Assignees, Seller shall provide a minimum of thirty (30) days prior written notice to Purchaser or Assignee, of the default and shall provide Purchaser and Assignee with the ability to cure any such default before taking any further action with respect to such default.


R C C Associates, Inc.

RCC Project Manager Approval	Date
<i>Christina Wambucha</i>	<i>4/23/24</i>

RCC Project Executive Approval	Date

Seller Acknowledgment (sign and return 1 copy)	Date

CC: Seller, Acknowledgement, Accounting, COR, File

 Comfort. Under control.		1329 E Kemper Rd, Suite 4210	
		Cincinnati, OH 45246	
		will@nationaltab.com	
		P# (855)682-6822 / DIRECT# 513-889-8927	
COMPANY:		JOB NAME:	Shake Shack #1549 - TAMPA, FL (TAMPA INTERNATIONAL PLAZA) TAB, IAQ
		LOCATION:	
EMAIL:		QUOTE #:	22879
ATTN:		BID DATE:	Thursday, February 29, 2024

National TAB Intelligence is Shake Shack's national provider for HVAC solutions including test, adjust, and balancing (TAB), Commissioning, and Air Purification.

TAB Scope:

- All HVAC Units
- All Fans
- All Air Devices
- Building Pressure Functional Check
- HVAC balance schedule of flows as compared to design tolerances
- Smoke containment test
- Building pressurization test

Handwritten notes:
 (Call) 4/10/24
 CC: 15750 / \$6,316.67

Air Purification

National TAB to provide RGF PHI multi-zone air purification system as an indoor air quality (IAQ) solution.

The impact of harmful bacteria, mold, airborne allergens have been a primary battle for indoor air quality and health. National TAB has developed different IAQ & Renew programs to ensure optimum results to lower the degree to which the HVAC can spread of harmful airborne pathogens. This proposed solution for your application is to provide and install RGF's PHI Air Purification systems. In addition, the PHI technology provides an extended Kill radius downstream of the device to continue to disinfect the indoor air and contact surfaces.

120V WIRING TO REME HALO BY OTHERS. LOW VOLTAGE TO BE COMPLETED BY NTI

Name	Quantity
PKG or REME Halo	1 provided and installed per each ducted RTU/AHU/DOAS

PRICING SUMMARY

Name	Quantity	Subtotal
TAB	1	\$3,000.00
REME Halo (460V)	3	\$1,736.13
PKG14 (460V)	1	\$580.54
Install (Air Purifier)	1	\$1,000.00

TOTAL PRICE (less tax): \$6,177.85

Estimated tax: \$138.82

Handwritten: = \$6,316.67

Note:

Our team engages the contractors in a thorough scheduling process and will be in touch with your team to confirm the project schedule. We require minimum 2 weeks notice to confirm a project on our schedule. The following items must be completed prior to arrival:

1. Permanent power to the building
2. All HVAC/Kitchen hood ductwork and diffusers installed
3. All HVAC equipment installed on the roof.
4. All HVAC/Kitchen Exhaust have been turned on and are free of alarms.

If any of the items have not been completed after schedule if confirmed, the balancing cannot be completed and the following fees will apply:

- Removing project from the schedule: \$500.00
- Removing project from schedule and canceling travel arrangements: \$(price pending travel costs)
- Arriving to a site that is not ready to balance and rescheduling a return trip: **Cost of full balance**

Additional Items we prefer to have in place prior to scheduling in order to provide a guarantee of the final balance, We are unable to guarantee the balance results without these items below being completed in advance:

- Ceiling tiles are installed
- Permanent Gas is connected to the building
- Kitchen Hood Fire suppression test is completed
- Startups of RTU/AHUS, EFS, HOODS, MAU, COOKING EQUIPMENT
- Verification of functioning economizers on RTUs
- Verification of proper rotation to all fans

Any parts if required will be additional. However, no parts will be provided without initial approval unless National TAB, LLC has agreed with the client for a set fee to perform specific task. Lift rental to be additional if required if not provided by owner or GC. Work to be performed 1st shift only.

Not included in price: Title 24 Acceptance Testing, Ductless units, Sheave or belt replacement, DALT, Sound and Vibration testing, Indoor Air Quality testing, or Pre-testing unless price is specified separately above.

WE HEREBY PROPOSE to furnish labor complete in accordance with NATIONAL TAB specifications, for the sum of: **\$6,316.67** US Dollars. Payment to be made as follows: **Terms as specified by our accounting department.**

<p>Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance to terms agreed upon.</p> <p>Client Signature: _____</p> <p>Client Date of Acceptance: _____</p>	<p>Authorized Signature for NT:</p> <p style="text-align: center;"><u>William Turnbough</u></p> <p>Date: <u>Thursday, February 29, 2024</u></p>
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