



Comfort Systems USA (Ohio)
 7401 First Place
 Oakwood Village, OH 44146
 Phone: (440) 703-1600 | (800) 203-9144

Purchase Order: 5234/000003
Date: 01/22/25
Vendor: 1104778
Job: 5234
 BUTLER TECH AVIATION HANGAR

TO: National Tab Llc
 P.O. Box 40531
 Cincinnati, OH 45240

SHIP TO: 1707 Run Way
 Middletown, OH 45042

ATTENTION

DATE REQUIRED

01/22/25

INSTRUCTIONS

DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE
Testing and Balancing	LS	7,528.000	1.00	7,528.00

Sub Total: \$7,528.00
Sales Tax: \$0.00
Purchase Order Total: \$7,528.00

Buyer: Lisa Hilbert



A Comfort Systems USA Company



TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENT

GENERAL

The contract documents for this subcontract consist of this agreement and any exhibits attached hereto, the agreement between the owner and contractor, the conditions of the contract between the owner and contractor (general, supplementary and other conditions), drawings, specifications, all addenda issued prior to execution of the agreement between the owner and contractor, and all modifications issued subsequent thereto. All of the above documents are a part of this subcontract and have been available for inspection by the subcontractor.

THE SUBCONTRACTOR AGREES:

1. To furnish to Comfort Systems USA and pay for all labor, materials, skill and instrumentality and perform all the work necessary to complete the contract; to waive and release all lien rights now existing or that may hereafter arrive on the job; to furnish, if requested, waivers of liens of every person furnishing labor or material for the job; to protect Comfort Systems USA, its contractor, and the owner/principal contractor from all costs arising out of subcontractor's efforts under this agreement.
2. That no charges for work performed outside the scope of this contract shall be paid for by Comfort Systems USA unless authorized in writing in advance of the work; such additional work authorized will be performed as an add to this contract and is subject to all terms and conditions of this contract.
3. That this agreement constitutes the entire understanding of the parties and this agreement may be modified only by written agreement of both parties.
4. To assume toward Comfort Systems USA as applicable, all the obligations that Comfort Systems USA has assumed toward the owner/principal contractor for the terms of the plans and specifications, general conditions and supplementary conditions, relating to the entire project (contract documents), which contract documents are available for examination by the subcontractor.
5. That time is of the essence in this agreement; to begin work on the job as soon as the project is ready for such work or in any event, within 72 hours after being notified by Comfort Systems USA to do so, and to complete the job in accordance with the job schedules. No oral extensions of time for performance of this agreement shall be recognized.
6. That the job shall include, in addition to that specifically described, any additional equipment, materials or services which may be implied as required to complete the job as a functional unit for the use intended.
7. To render an invoice for the value of work furnished during the month, showing labor and materials separately if required by the contract. Comfort Systems USA reserves the right to deduct and retain a 10% retainage until after final acceptance by the owner. Subcontractor shall be paid promptly upon receipt of payment by Comfort Systems USA from the owner/principal contractor of an amount received on account of the subcontractor's work.
8. To furnish, prior to commencing work on the job, a certificate from your insurance carrier showing workers' compensation and public liability insurance, **coverage limits as per attachment #1**. Such insurance certificates shall provide that the insurance policies will not be changed or canceled during that term or until after written notice to Comfort Systems USA.
9. That, absent contrary provisions on the face hereof, the job price includes all freight charges and all taxes assigned to the job.
10. That, unless Comfort Systems USA is notified in writing to the contrary, it shall be conclusively presumed that work by others that precedes the subcontractor's performance has been done in a proper manner. Any expense accruing to the subcontractor or Comfort Systems USA because of the failure of such work by others to be properly done shall be borne by the subcontractor.
11. That, upon Comfort Systems USA's request, you will furnish evidence of being bondable and, upon Comfort Systems USA's request, obtain a performance and payment bond.
12. To warrant that all new materials and equipment furnished and incorporated by subcontractor in the job shall be new unless otherwise specified and that all work under this subcontract shall be of good quality, free from faults and in conformance with the contract documents. To guarantee the job to the same extent that Comfort Systems USA is obligated to guarantee the entire project under the contract documents. All work not conforming to these standards may be considered defective. The warranty provided in this paragraph 12 shall be in addition to and not in limitation to any other remedy required by law or the contract documents.
13. To protect partially completed work on the job and equipment or materials left at the job site and to be financially responsible for any damage occasioned by your failure to do so.
14. The Subcontractor covenants to indemnify and save harmless and exonerate the Contractor and the Owner of and from all liability, claims and demands for bodily injury and property damage arising out of the Work undertaken by the Subcontractor, its employees, agents or its subcontractor, and arising out of any other operation no matter by whom performed for and on behalf of the Subcontractor, whether or not due in whole or in part to conditions, acts or omissions done or permitted by the Contractor or Owner. Further, any such liability incurred upon <<Contractor Name>> will be deducted from payments due Subcontractor. If such liability cannot be readily determined, no further payment will be made until such liability can be determined, regardless of the time involved.
15. To be responsible for all incidental damage and expense, relating to the job, caused by the subcontractor including, but not limited to; cleaning up and removal of rubbish and debris, cleaning of soiled walls, floors and other surfaces, patching damaged plaster and replacing broken glass.
16. That if, in Comfort Systems USA's exclusive judgment, the subcontractor is failing to satisfactorily perform any aspect of the work, Comfort Systems USA may, at no cost to itself and as its sole option:
 - (a) Require subcontractor to correct, replace and/or re-execute faulty or defective work done or materials furnished; and/or
 - (b) Require subcontractor to increase the number of workers assigned to the work and to use overtime labor or work on Saturdays, Sundays or holidays to complete the work on schedule; or
 - (c) Terminate this agreement and complete or correct the work or retain others to do so. In this event, Comfort Systems USA may require materials and equipment of the subcontractor to be left on the site for use in completing or correcting the work.Subcontractor shall be responsible for all costs or expenses incurred by Comfort Systems USA as a result of subcontractor's failure to satisfactorily perform.
17. That if subcontractor is in any way indebted to Comfort Systems USA, monies due to subcontractor hereunder may be withheld as an offset against other indebtedness.
18. Not to assign or sublet this agreement or any part thereof and not to assign any money due or to become due hereunder without first obtaining the written consent of Comfort Systems USA.
19. The Equal Employment Opportunity Clause prescribed by Executive Order 11246 (and any amendments thereto) is incorporated herein by reference unless this transaction is exempt.
20. Seller certifies that the material supplied on this contract was manufactured under conditions as set forth in the Consumer Product Safety Act P.L. 92-573 as amended.
21. Insurance Requirements per the attached Addendum.