

**-REVISED-**



**Retail Property**  
Management

# Purchase Order # 39601

**Priority: 24 Hour**

**DO NOT EXCEED: \$1500.00**

Retail Property Management  
10307 Worthington Lane  
Prospect, KY 40059 US

Austin Widman (502)475-5352  
Ron Widman (502)387-0947

**Brand:** Bunny Retail LP

**Store:** Clearfork  
Store #65

**Address:** 5241 Monahans Ave  
Unit H170A  
Fort Worth, TX 76109  
[See On Map](#)

**Assignment #:** 43326

**Client PO #:**

**Assignee:** austin@retailpm.net

**Created On:** 10/01/2024 05:20 PM CDT

**Assignment Status:** Approved - Need Schedule

**Response Deadline:** 10/01/24 11:20 PM

**Arrival Deadline:** 10/02/24 10:20 PM

**Completion Deadline:** 10/04/24 10:20 PM

## Purchase Order Details:

**Class:** Repair

**Trade:** HVAC Misc - 155

**PO Description:**

Quote to do a Test and Balance on the HVAC system

### **\*Revised Proposal Description\*:**

The way we would approach each location is to balance the total flow based on the nominal size of the equipment. If there are small restroom fans we will balance those as well. Then we'll focus on distributing air to diffusers based on comfort to eliminate hot and cold spots as best as possible. We will also take entering and leaving air temperatures on the HVAC units to make sure that they are cooling properly. We'll put together a report detailing our findings which will include any remaining issues and recommendations to further improve performance.



**Retail Property**  
Management

# Purchase Order # 39601

*Priority: 24 Hour*

**DO NOT EXCEED: \$1500.00**

Retail Property Management  
10307 Worthington Lane  
Prospect, KY 40059 US

Austin Widman (502)475-5352  
Ron Widman (502)387-0947

**Brand:** Bunny Retail LP

**Store:** Clearfork  
Store #65

**Address:** 5241 Monahans Ave  
Unit H170A  
Fort Worth, TX 76109  
[See On Map](#)

**Vendor:** National Test and Balance  
3020 S Meridian St  
Suite B  
Indianapolis, IN 46217

**Assignment #:** 43326

**Client PO #:**

**Assignee:** austin@retailpm.net

### **Purchase Order Instructions:**

\*\*\*Your acceptance of this purchase order indicates your agreement with the scope of work, the below requirements, and terms and conditions herein. If you have questions, please contact Austin Widman at +1 502 475 5352 or austin@retailpm.net.\*\*\*

### **Check In/Out:**

**Dial:** +1-844-906-3776  
**IVR ID:** 254083  
**Assignment ID:** 43326



**Retail Property**  
Management

# Purchase Order # 39601

*Priority: 24 Hour*

**DO NOT EXCEED: \$1500.00**

Retail Property Management  
10307 Worthington Lane  
Prospect, KY 40059 US

Austin Widman (502)475-5352  
Ron Widman (502)387-0947

**Site:** Clearfork

**Assignment #:** 43326

**Address:** 5241 Monahans Ave  
Unit H170A  
Fort Worth, TX 76109  
[See On Map](#)

**Client PO #:**

**Assignee:** austin@retailpm.net

### Site Feedback: Quote to do a Test and Balance on the HVAC system

Dear Site Manager: Our most important concern is you. We need the benefit of your view point, observations and impressions. Your opinion is of great value to us. If we've let you down, please tell us about it. If you are pleased with us, we would like to hear that too. We care!!

Tech Time in: \_\_\_\_\_ Tech Time Out: \_\_\_\_\_ # of workers on job:  
\_\_\_\_\_

Work was performed (please initial below):

- \_\_\_\_ PROFESSIONALLY
- \_\_\_\_ TO YOUR SATISFACTION
- \_\_\_\_ ON TIME
- \_\_\_\_ UNSATISFACTORY

Site Comments:

Site Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Retail Property**  
Management

# Purchase Order # 39601

**Priority: 24 Hour**

**DO NOT EXCEED: \$1500.00**

Retail Property Management  
10307 Worthington Lane  
Prospect, KY 40059 US

Austin Widman (502)475-5352  
Ron Widman (502)387-0947

**Site:** Clearfork

**Assignment #:** 43326

**Address:** 5241 Monahans Ave  
Unit H170A  
Fort Worth, TX 76109  
[See On Map](#)

**Client PO #:**

**Assignee:** austin@retailpm.net

## Purchase Order Conditions:

1. Supplier shall fabricate and/or furnish all materials (and provide all tests, inspections, and training) in strict conformity with the Purchase Order (âœœOrderâœœ) and accordance with the project schedule. In the event of any default under this paragraph then, in addition to any other remedies available at law, Owner shall have the right to accept and modify any nonconforming materials and charge Supplier for the direct, indirect, and consequential costs thereof.
2. Time is of the essence of this Order. By accepting this Purchase Order, Supplier agrees that this Purchase Order constitutes the final agreement of the parties. Supplier agrees that Purchases ordered on the attached hereof shall be shipped at the time scheduled in the Purchase Order. If Supplierâ€™s deliveries will not meet agreed schedules, Owner may require Supplier to ship via a more rapid means including, if required, shipping by carrier in order to expedite such delivery and any difference in cost caused by such change shall be paid for by Supplier.
3. All materials will be delivered F.O.B. project site unless otherwise specified in writing. No partial shipments will be accepted without Ownerâ€™s prior written approval. Individual components must be shipped with proper identification and in proper installation sequence. All deliveries must be scheduled and coordinated with Ownerâ€™s representative, including providing Owner sufficient notice of any special requirements for unloading Purchases. Unless otherwise agreed to in writing, all deliveries must be received and unloaded by Supplier.
4. Supplier shall, if requested, furnish samples or other satisfactory evidence if required by Owner, and all materials furnished thereafter shall be in strict accordance with approved samples.
5. Delivery shall not be deemed complete and payment shall not be due until Owner accepts the materials in writing and until Supplier has provided all drawings, instruction manuals, manufactureâ€™s warranties, specialized tools, spare parts, accessories, and other items by the Purchase Order.
6. Supplier expressly warrants all materials to be new and of good quality and in accordance with the standards specified in the Purchase Order or, in the absence of such standards, expressly warrants all materials to be free from defects of any kind for a period of one year from the date of substantial completion or such longer period as may be contained in the manufacturerâ€™s product literature. If any materials are found to be defective within the applicable warranty period then, in addition to any other remedies available at law, Owner shall have the right to require Supplier to promptly repair or replace at Supplierâ€™s expense. If Supplier fails to repair or replace and defective materials within 2 days after notice then, in addition to any other remedies available at law, Owner shall have the right to repair or replace them at Supplierâ€™s expense. Supplier shall pay the direct, indirect, and consequential costs of any repair or replacement of defective Purchases.
7. Supplier shall indemnify, defend and hold harmless Owner (and all persons acting for or on its behalf) for, from and against all claims, injuries, damages, liabilities, losses, costs, expenses, and fees (including, without limitation, attorneyâ€™s fees) arising out of or resulting from or in connection with Supplierâ€™s performance regardless of whether caused in part or by the partial negligence of Owner or any of itâ€™s representatives.

This agreement to indemnify shall not apply to the sole negligence of any party indemnified hereunder or to any project that by statutory provision prohibits such an agreement to indemnify.

8. Supplier agrees to maintain general liability insurance (effective from the date of this Purchase Order through the expiration of any applicable warranty period) with combined single limits of not less than \$2,000,000 including endorsements for contractual liability and products liability. Supplier shall also furnish Owner with certificates of insurance and a completed W-9 within two (2) days of Owner's written request or two (2) days of the date of the Purchase Order if not requested.
9. As a condition to payment, Supplier agrees to furnish Owner with releases and waivers of lien from Supplier and its suppliers all in a form to be provided by Owner if so requested and must provide Owner with an invoice that references this project.
10. Supplier agrees that a condition precedent to payment by the Owner to Supplier of any payment is that Owner will have first reviewed and accepted the materials in part or in whole. Owner's acceptance of materials will be in its sole discretion and Owner reserves the right to request a modification of said payment request to be more in line with the materials completed at the time of the payment request.
11. Owner reserves the right to change the services, which shall be made by written Change Order executed by Owner. Supplier shall, upon request, submit to Owner an itemization of all costs resulting from changes in the materials. No change to the materials listed under this Purchase Order shall be allowed or approved unless in writing and signed by both parties. Any changes made without written authorization by the Owner will be done so at the sole expense of the Supplier.
12. Owner, in its sole discretion and without incurring any liability under the Purchase Order or any Change Order (except for the services already supplied), may cancel this Service Order by giving notice thereof to Supplier.
13. Owner may withhold payment because of (i) defective materials not remedied; (ii) levies, attachments, garnishments, stop notices, liens, court orders, or other claims filed or threatened; (iii) Supplier's failure to make timely payments for labor or materials; (iv) reasonable indication, in Owner's sole opinion, that the performance by Supplier has been unsatisfactory and/or that materials will not be delivered in accordance with the project schedule; or (v) any other conditions which arise in connection with the materials which, in Owner's sole opinion, will result in loss to Owner.
14. This Purchase Order sets forth the entire terms of the agreement between Supplier and the Owner and no acceptance or confirmation of this Purchase Order by Supplier which seeks to alter the terms and conditions contained herein is acceptable to Owner and shall not form a part of the agreement between the parties. The offer contained in this Purchase Order is expressly limited to the terms contained herein.
15. The Owner shall be reimbursed for all legal fees resulting from an award to the Owner, regardless if legal proceedings are initiated by the Owner or by the Supplier.
16. Supplier agrees to promptly make good without cost to Owner any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period so established, and if no such period be stipulated in this Purchase Order and be effective upon completion and acceptance of the materials by the Owner. Supplier further agrees to execute any special guarantees as provided by the terms of the Purchase Order, prior to final payment.
17. Only Owner shall have the authority under this Purchase Order to make economic decisions affecting Supplier, to authorize changes in the materials provided and to issue change orders or otherwise modify the terms of this Purchase Order. All changes must be done in writing.