



**PURCHASE ORDER**

Date: 05/31/22

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

Project # 4009  
 Contract # SFPO-004  
 Vendor No.  
 Purchase Order No.

<b>Ship To:</b> <b>Shake Shack Boca Raton</b> 6000 Glades Road, 1164C & 178ST Boca Raton, Florida 33431 Attn: Christian Uhl	Phone: (954) 618-8945 Fax:
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<b>Company:</b> <b>National TAB</b> 1126 Swift Street North Kansas City, MO 64116 Attn: Wendy Biggs	Phone: (513) 889-8399 Email: wbiggs@nationaltab.com
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COR#		Original Budget item? Yes/No	Yes
Cost Code #:	15700	Subtotal	\$4,179.50
		Sales Tax	Included
Total Amount This Not to Exceed Purchase Order:			\$4,179.50

**Description of Materials Purchased**

**Scope**

1. Provide and install (if service included) the proposed RGF PHI system list listed in quote 2022-3-8-8J9. Each system will be implemented into HVAC Air Handling Unit(s) to actively work in the air and on surface within your indoor environment.
2. Single trip only. If there is commissioning agent and a separate trip is required for a walk thru.
3. TAB of listed equipment
4. Submittal on the FC-1 Air Purification System

*Please provide COI, W9 and an invoice to be processed.*  
*Work tickets to be signed off by RCC Superintendent at the end of each day.*  
*Provide 1 year warranty beginning on the date of substantial completion.*  
*Provide As-Builts upon completion.*

**THIS PURCHASE ORDER IS SUBJECT TO THE TERMS, INSTRUCTIONS AND CONDITIONS AS FOLLOWS:**

**ADDITIONAL INSTRUCTIONS:**

1. Reference this purchase order on all applicable invoices.
2. Only charges shown on this purchase order will be paid.
3. Containers may be returned for full credit in condition received.
4. Ship for delivery on required date(s) F.O.B. job site shown above.

**TERMS AND CONDITIONS:**



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1. **DEFINITION OF PURCHASER.** The term "purchaser" wherever it is used herein shall mean R C C Associates, Inc., or its successors or assigns, acting in a capacity as either an independent contractor or agent for the Owner as indicated on the face of this Purchase Order.
2. **RISK OF LOSS.** Risk of loss shall remain on seller until delivery to Purchaser in accordance with Purchaser's instructions.
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.



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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.

<b>SELLER REQUIRED TO COMPLY WITH ADDITIONAL REQUIREMENTS BELOW?</b>	<b>YES/NO</b>	<b>Yes</b>
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**ADDITIONAL REQUIREMENTS:**

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.



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Project # 4008
Contract # SFPO-004
Vendor No.
Purchase Order No.

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.

Table with 2 columns: Approval/Signature and Date. Rows include RCC Project Manager Approval (Christian Wu mg, 05/31/22), RCC Project Executive Approval (signature, 6.3.22), and Seller Acknowledgment (signature, 06/02/22).

QC: Seller, Acknowledgement, Accounting, COR, File