

Quote # 107680

TO: Ross School

Attn:

Date: 4/20/2023

Project: Ross Divider Curtain Location: Prospect Hts, IL

Architect: na Addendum: na

Bid Date:

We propose to furnish the following as manufactured by Porter Athletic using standard design, materials, construction sizes and colors.

Sourcewell Contract 071819-PTA

H2I Group is the only approved dealer of custom Porter Athletic equipment in the state of IL

Crew to Install:

Qty (1) Porter 2080 Center Roll Divider Curtain

- Bottom 75% Vinyl, Upper 25% Mesh Colors by Owner Gray/Gray
- Approx. 24.5' H x 73'8" L
- Keyswitch Operation ALL ELECTRIC BY OTHERS
- Assumes Direct Attachment to Beam Covered by Partition Wall
 - Demo of Partition Wall and All Associated Parts/Pieces by Others
 - o Demo of All Obstructions Below Beam Attachment by Others

Material, Freight and Install	\$20,987.00
ADD if Curtain Cannot be Direct Attached to Beam	\$3,450.00
ADD for Floor Protection	\$1,200.00
ADD for Crew to Demo Existing Partition Wall	\$7,985.00
ADD for (2) Demo Dumpsters	\$1,975.00

Qualifications:

 Due to the unsettled nature of "Steel Tariffs" and "Freight Regulations", any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.



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- We reserve our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics (such as COVID-19); etc.).
- 3. If gym is on second floor or our lift cannot access the gym there will be an additional charge for scaffolding use.
- 4. Quote does not include floor protection, if floor protection is needed there will be an additional
- 5. Quote does not include demo or removal of existing equipment or obstructions.
- **6.** Quote does not include ANY electric work, ALL electric by others.
- 7. Quote does not include ANY furring, if furring is needed, or other modifications to the wall, to install padding there will be an additional charge.

Excludes:

- State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials.
- 2. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Rubber/vinyl base, Liquidated damages. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.
- 3. 50% Down payment is required for new customers and or private facilities
- 4. Payments Made by Credit Cards Are Subject To A 3% Processing Fee
- 5. Purchase Order Number Required

SEE & SIGN PAGE 2 for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract", 1996 Edition or a subcontract form otherwise acceptable to H2I Group, Inc.

TERMS: Net	30 Days		
ACCEPTED:	Company	RESPECTFU	LLY,
	Name	H2I Group	// 0 /
	Date	Ву	5 MY
PURC	HASE ORDER #	_	Eric Shrigley

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time.

H2I Group Inc. Terms and Conditions

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Site Conditions



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A smooth, level and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. H2I reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

Engineering

All engineering, proposal drawings, specifications shall represent H2l's investment in engineering skill and development and remain the property of H2l. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2l's interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Paymen

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. H2l does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature:	Name:	Date:
Signature.	(Please Print)	Date.



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