



PROJECT MEMORANDUM

Project: Nevada Field House
Date: September 28, 2023
By: Jeff Harris
Subject: H2I Payment Application #1

RMH Architects has reviewed Progress Billing #1, Invoice 230801 from H2I Group for gym equipment at the Fieldhouse.

Current billing of \$210,486 accounts for engineering, freight, 87% of equipment delivered and 79% of equipment installed.

All BB hoops and support structures are in place. Divider curtains and batting cages are currently being installed. Padding is on site.

Yet to be delivered are scoreboards.

We find the invoice in line with the materials and installation completed to date and recommend payment.



430 Industrial Blvd. Minneapolis, MN 55413
Phone (612) 331-4880 Fax 378-2236

Progress Billing Invoice

From: H2I Group
430 Industrial Blvd
Minneapolis, MN 55413

Invoice #: 230801

Date: 09/22/23

Application #: 1

To: CITY OF NEVADA
1209 6TH ST
NEVADA, 50201

Customer Reference: LOI

Invoice Due Date: 10/22/23

thansen@cityofnevada.iowa.org

Payment Terms: Net 30 Days

Customer #: 173310

Job #: 96595- NEVADA FIELDHOUSE- GYM EQUIPMENT

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Perio	Quantity JTD	U/M	Unit Price	Amount this Period	Amount To-Date	% Comp
10	ENGINEERING	7,486.00	0.00	0.00	0.00	LS	0.00000	7,486.00	7,486.00	100.00%
	--- Total \$242,428.00									
20	MATERIALS	200,042.00	0.00	0.00	0.00	LS	0.00000	174,300.00	174,300.00	87.13%
30	FREIGHT	4,700.00	0.00	0.00	0.00	LS	0.00000	4,700.00	4,700.00	100.00%
40	INSTALLATION	30,200.00	0.00	0.00	0.00	LS	0.00000	24,000.00	24,000.00	79.47%

*FIELD HOUSE PROJECT
T.H.*

REMIT CHECKS TO:
H2I Group
430 Industrial Blvd
Minneapolis, MN 55413

Total Billed To Date:	210,486.00
Less Retainage:	0.00
Less Previous Applications:	0.00
Total Due This Invoice:	210,486.00

Past due invoices are subject to 1.5% per month service charge on the unpaid balance. Customer is responsible for all Collection and reasonable attorney fees. To pay via Credit/Debit card or via ACH/Checking Account please visit: https://unitedtranzactions.com/obp/H2I_Group The highlighted information is required for online payment. Please note a 2% fee will be added to all credit card payments.



City Hall | 1209 6th Street, PO Box 530
Nevada, IA 50201-0530
p. (515) 382-5466 | f. (515) 382-4502
www.cityofnevadaiaowa.org

March 23, 2022

H2I Group
Attn: Noah Johnson
27740 Prospect Ave
Adel, IA 50003

RE: Proposal 96595, Nevada Fieldhouse

Mr. Johnson,

We are pleased to inform you at the March 14th, 2022, Nevada City Council meeting, the Council approved H2I as the gym equipment supplier/installer, per your Proposal #96595, for the Nevada Fieldhouse 2022 project for \$242,428.

Also attached is the signed proposal and a tax-exempt certificate for the project. If there is anything further you need from us, please don't hesitate to reach out to me. Thank you.

Sincerely,

Kerin Wright
City Clerk



27740 Prospect Ave. | Adel, IA 50003 | Ph: 612.331.8816 | Fax: 612.331.4884 | Toll Free: 888.239.8747

PROPOSAL 96595

To: Nevada Fieldhouse

Date: 3/8/2022

Project: Gym Equipment Package

Location: Nevada, IA

Architect: RMH

Addendum: NA

Bid Date: 3/8/2022

We propose to furnish and install the following as manufactured by Draper using standard design, materials, construction sizes and colors. Based on information provided by RMH Architects.

Gym Equipment: Draper

SCOPE OF SERVICES & PRODUCTS

ITEM	DISCRIPTION	SIZE	QTY
1A	BASKETBALL HOOPS W/ HEIGHT ADJUSTER		12
1B	BASKETBALL HOOPS		2
2A	CURTAIN DIVIDER	65 LF	1
2B	CURTAIN DIVIDER	90 LF	1
3	CEILING MOUNTED BATTING CAGE	12'X12'X70'	2
4	SPORTS EQUIPMENT CONTROLLER		1
5A	FIXED SCORE DISPLAY	10'X6'	3
5B	FIXED SCORE DISPLAY SMALL	3'X6'-6"	3
5C	SCORE BOARD CONTROLLER		3
6A	WALL PADDING W/ MARGIN	2'X6' TYP.	380 LF
6B	COLUMN COVER PEMB FRAMES		8
6C	COLUMN COVER H		1
6D	ELECTRICAL OUTLET TRIM-SINGLE GANG		15

Material, freight, and installation.....\$242,428

Pricing Includes:

1. Material lead times are currently 8 weeks after approvals and field check. Coordination for installation spring 2023 will be planned.

Qualifications:

1. Additional structure between rigid frame by others and must be level to finished floor.
2. Pricing good for 1 production run, 1 delivery, and 1 installation.



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info@h2igroup.com



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3. 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.
4. 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; pandemics; (such as COVID-19); etc.).

Excludes:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Any Liquidated, Consequential and/or Actual Damages clauses.
3. Any product or service not included above.
4. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Rubber/vinyl base, In-wall backing/blocking.
5. 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.

SEE PAGE 3 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 City of Nevada
 Name Kevin Wright
 Date 9/24/22

RESPECTFULLY,
H2I Group, Inc.
 By _____

Noah Johnson
 Athletic Facility Specialist
 515-986-9326

Note: This quotation is offered for acceptance within 15 days and is subject to revision beyond that time.

DIR# PW-LR-1000537618
 Contractors Licenses: Arizona # 327293 | California # 1060739 | Nevada C3#0084853, C26#00845851



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PROPOSAL 96595

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

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/land user if the property owner/land 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 H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I'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.

Payment

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 shipments 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. H2I 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: [Handwritten Signature] Name: Kerin Wright (Please Print) Date: 3/23/22



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NEVADA FIELD HOUSE 2022

RFP SPORTS EQUIPMENT - BID TAB

Company name: H2I Group

Company Contact Name: Noah Johnson

Address: 27740 Prospect Ave., Adel, IA 50003

Phone Number: 515-986-9326

ITEM	DISCRIPTION	SIZE	QTY	UNIT COST	TOTAL COST
1A	BASKETBALL HOOPS W/ HEIGHT ADJUSTER		12	\$6,793	\$81,516
1B	BASKETBALL HOOPS		2	\$6,187	\$12,374
2A	CURTAIN DIVIDER	65 LF	1	\$13,078	\$13,078
2B	CURTAIN DIVIDER	90 LF	1	\$15,983	\$15,983
3	CEILING MOUNTED BATTING CAGE	12'X12'X70'	2	\$18,557	\$37,114
4	SPORTS EQUIPMENT CONTROLLER		1	\$5,720	\$5,720
5A	FIXED SCORE DISPLAY	10'X6'	3	\$4,453	\$13,359
5B	FIXED SCORE DISPLAY SMALL	3'X6'-6"	3	\$2,969	\$8,907
5C	SPORTS SCORE BOARD CONTROLLER		3	\$1,160	\$3,480
6A	WALL PADDING W/ MARGIN	2'X6' TYP.	380 LF	\$127/1f	\$48,260
6B	COLUMN COVER PEMB FRAMES		8	\$243	\$1,944
6C	COLUMN COVER H		1	\$243	\$243
6D	ELECTRICAL OUTLET TRIM-SINGLE GANG		15	\$30	\$450
	ADDITIONAL SYSTEM COMPONENTS				
	ADDITIONAL DATA REQUIRED			NA	NA
	ADDITIONAL ELECTRICAL OUTLETS			NA	NA
	ADDITIONAL STRUCTURAL COMPONENTS			NA	NA

TOTAL COST \$242,428