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**Date:** August 10, 2026  
**To:** East Aurora School District 131 Board of Education  
**From:** Ashraf Kawash, Director of Buildings and Grounds  
**Subject:** Cowherd Bleachers

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### **BACKGROUND**

The Buildings and Grounds Department previously reported to the Board of Education the multiple ongoing mechanical issues with both sets of retractable bleachers located in the Cowherd gymnasiums. Due to the age and condition of the bleachers, we obtained a proposal to address the identified mechanical issues and restore the bleachers to proper operating condition. The cost of the proposed repairs exceeded \$50,000.

At that time, the Board requested that the District also investigate the cost of replacing the existing bleachers in order to provide a comparison between continued repair and full replacement. The District contacted multiple vendors and obtained pricing for both repair and replacement options.

### **SUMMARY**

The vendor proposals demonstrate a significant range in cost and approach.

- Company A, provided a repair proposal totaling \$65,404. Company A indicated that they were able to repair the existing bleachers but did not offer a replacement option.
- Company B indicated that they would not perform repairs to the existing bleachers and instead provided replacement options totaling \$183,880 and \$325,440, depending on the scope and configuration selected.
- Company C provided a proposal for the full replacement of both sets of Cowherd gymnasium bleachers at a total cost of \$395,121.95.

### **Financial Impact**

Based on the information received, Administration recommends proceeding with the \$65,404 repair option from Company A to address the current mechanical issues and bring both sets of bleachers to a safe and operational condition.

While full replacement is the preferred long-term solution, the replacement costs range from \$183,880 to \$395,121.95, representing a significant capital investment. Proceeding with the necessary repairs at this time will allow the District to address the immediate safety and operational concerns while avoiding a substantial capital expenditure in the current budget cycle.

### **Recommendation**

It is recommended that the Board of Education approve the repair for both bleachers in the amount of \$65,404 to E.T. Paddock Enterprise Inc.

**E.T. PADDOCK ENTERPRISES, INC.**

1475 Canal Street  
P.O. Box 175  
Lockport, Illinois 60441  
Ph: 815/838-1300  
FAX 815/838-1376

February 17, 2026

Christopher Potenza  
East Aurora School District 131  
310 Seminary Ave.  
Aurora, Illinois 60505  
PH: 331-290-4753 EM: cpotenza@d131.org

Chris,

Attached is the quotation to furnish and install new plastic modular seats and service and repair the bleachers in both gymnasiums at Cowherd Middle School. In addition, the multi-purpose room gymnasium bleachers have (5) of (6) motors which are leaking oil and are failing or have failed. The bleachers are struggling to extend and stack. We would recommend installing a new replacement power operation kit.

Main Gymnasium-12 rows high x (approximately 70'-0" long)

**A. NEW BLEACHER SEATS**

- Remove existing "2-piece" bleacher seats from (11) bleacher rows (66) Total Seats
- Furnish and install (66) new 10" courtside modular plastic seats color "Tan."
- Furnish and install (66) seat connecting brackets and hardware.
- Remove approximately (17) damaged "2-piece" seats and missing end caps.
- Use existing good "2-piece" seat and end caps to replace damaged exiting "2-piece" seats and missing end caps on other bleacher sections and rows.
- Dispose of all broken seats.
- All remaining "2-piece" seats and end caps will be saved at school for later use.

**A. BLEACHER SERVICE AND REPAIR.** Work includes, but is not limited to the following:

- Tighten all hardware as needed.
- Replace all missing fasteners as needed.
- Straighten all bent brackets and components.
- Straighten and align wheel channels.
- Inspect all welded connections re-weld if required.
- Secure all wall bucks and wall anchors.
- Straighten and align all row locks.
- Lubricate all moving parts.
- Adjust and align each bleacher section in each bank to assure proper extending and stacking.
- Adjust the existing power operation system.
- Install new aisle tread tape as needed.
- Furnish and install (1) replacement bleacher board.

**Total cost for above listed work:**

**\$19,544.00**

Multi-purpose room gymnasium 24 rows high x (approximately 60'-0" long)

**B. NEW BLEACHER SEATS**

- Remove existing "2-piece" bleacher seats from (10) bleacher rows (140) Total Seats
- Furnish and install (140) new 10" courtside modular plastic seats color " Royal Blue."
- Furnish and install (140) seat-connecting brackets and hardware.
- Remove approximately (60) damaged "2-piece" seats and missing end caps.
- Use existing good "2-piece" seat and end caps to replace damaged exiting "2-piece" seats and missing end caps on other bleacher sections and rows.
- Dispose of all broken seats.
- All remaining "2-piece" seats and end caps will be saved at school for later use.

Special Note: The bleacher logo "CMS" will altered and will not spell "CMS" when the new bleacher 10" court side bleacher seats are installed.

**B. BLEACHER SERVICE AND REPAIR.** Work includes, but is not limited to the following:

- Tighten all hardware as needed.
- Replace all missing fasteners as needed.
- Straighten all bent brackets and components.
- Straighten and align wheel channels.
- Inspect all welded connections re-weld if required.
- Secure all wall bucks and wall anchors.
- Straighten and align all row locks.
- Lubricate all moving parts.
- Adjust and align each bleacher section in each bank to assure proper extending and stacking.
- Adjust the existing power operation system.
- Install new aisle tread tape as needed.
- Change out approximately (20) bleacher wheels.

**Total cost for above listed work:**

**\$45,860.00 ADD**

**BLEACHER SEATS AND SERVICE WORK:** The above-listed service work does not include, unless noted and quantity given. Repair or replacement of any components such as wheels, plastic modular seats, end caps, pipe caps, end rails, aisle ways, tape, row locks, motor components, handrails, end curtains, broken boards, power operation components, etc. Those listed items will be quoted separately and completed at a future time. No extra work will be completed without the approval of the owner. Cleaning of bleacher understructure and wheels is not included. Seat pricing is good for 30 days from quotation date. Seat pricing is based on availability and can be cancelled by E.T. Paddock Enterprises if seats are not available at the time order is placed. Any work not listed above is deemed excluded.

**C. NEW POWER OPERATION.** Multi-purpose room gymnasium 24 rows high x (approximately 60'-0" long)

Remove the existing power units and existing wiring from the gymnasium bleacher bank. Install (6) new PK-962 power units, (1) new wiring harness and (1) new pendant switch.

**PRODUCT SPECIFICATION:** Multi-purpose room gymnasium.

- Demolish existing power system and remove from each gymnasium.
- Install (6) new power units "PK-962" to the main bleacher bank (2) new wiring harness and (1) pendant switch.
- The floor traction power operation system shall consist of one motor frame assembly, for each section of bleacher within a single bleacher bank, or special arrangement of motors. All power units are wired in parallel and operate as a single unit, extending as many rows of bleachers as desired. Each frame assembly shall have **two axles** with three wheels per axle. The floor traction wheels are designed to be six inches in diameter, with a non-marking 50 to 55 durometer rubber surface approximately three inches wide. The rubber wheel surface shall be 3/4 inches thick and molded to a 4-1/4" diameter by 3" wide solid steel core wheel.
- Each frame assembly shall have a 1/2 horsepower electric motor, 143/1 ger ratio, 1.63 amps and 992 LBS of torque. Electrical requirements shall be 208-volt, three phase power.

Or

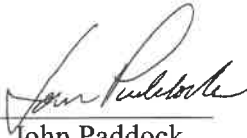
- Each frame assembly shall have a .14 horsepower Dayton electric motor, 144/1 ger ratio drawing, 12 RPM, 600 lbs. torque 3.4 amps. Electrical requirements shall be: 115 volts, single phase 20-amp service.
- The assembly shall have a 16-gauge steel cover that protects the entire assembly, motor, drive wheels, chain, and sprocket from debris. Each assembly shall have an 18 X 3-inch strip brush secured to the back of the unit to clear large debris from the path of the wheels during the stacking operation.
- Provide wiring, junction boxes, contactor boxes, motors, starters, and fuses from existing disconnect. All electrical work shall be completed per the requirements of the National Electrical Code and NFPA-70.
- Each bank of power operated bleachers shall be equipped with a single plug-in receptacle located at one end of the bleacher bank and installed in the face of the first-row kick board for easy access. Provide one hand-held walk-along pendant switch, with cord. The hand-held pendant switch shall be made of high-impact shock-resistant plastic with two push buttons, one for extending the bleachers and a separate push button for stacking the bleachers.

**Total delivered and installed cost MPR gymnasium:**

**\$31,462.00 ADD**

*Notes: The above power operating system does not include any electrical work; except a final hook up from the existing disconnect. A two-year standard warranty for defects is included on new power operation. Please Note: Wheel Cleaning or cleaning underneath bleachers or bleacher service and repairs are not included in the above proposal. E.T. Paddock Enterprises will not provide floor protection and is not responsible for any damage to walls or flooring during the competition of the project.*

- ✓ Illinois Prevailing Wages for Kane County have been included in the above pricing.

Signed   
John Paddock  
E.T. Paddock Enterprises Inc



1360 N Wood Dale Rd, Suite A, Wood Dale, IL 60191  
Phone: 847-434-0909 Fax: 847-434-0910

## Project Proposal

|                 |                   |
|-----------------|-------------------|
| Proposal Number | CP128050          |
| Proposal Type   | Sourcewell / TIPS |
| Date            | 5/26/2026         |

Project: Cowherd School  
Architect:  
Bid Date: 5/26/2026 8:00 AM  
Proposal For: Telescopic Bleachers by Hussey Seating

East Aurora School District 131  
310 Seminary Avenue  
Aurora IL 60505

We are pleased to submit pricing as outlined below for bleacher Replacement.

Sourcewell Member 103648 - same used for East Aurora High School.

### Telescopic Bleachers by Hussey Seating

**\$395,121.95**

Demo of existing bleachers included  
prevailing wage labor  
wireless remote  
final connection to building sourcewell power with new j box.

MAXAM Product: BANK A

Maxam26 - Wall Attached - Gross Seats: 936 / Net Seats: 660 - Job Class: CCC - Velocity

Configurable: NO - Velocity Drawing: NO

Bank Details:

- Stand Type: Wall Attached
- Bank Location: Main Floor
- Seat Type: Courtside (10"[254]) Desc.: TBD Color
- Row Rise: 9 5/8"[245]
- Row Spacing: 26"[660]
- Tiers: 1-24
- Bank Length: 58.5 ft.
- Bank Length with End Rails: 60.5 ft.
- Sections: 3
- Aisles: 3
- ADA: 4
- Floor Construction: Synthetic
- Wall Construction: Concrete Block
- Attachment Method: Lower Wall
- Wall Columns: 7
- ETO Wall Columns
- Column Types "G", "H", "I" and "J" will be Floor-Attached

Operation:

- Section Setup: T2 Power Frame
- Power Frame: PF4
- Power Supply: 120/208V 3 Phase 60HZ
- Control Option: Pendant Control
- Limit Switches
- Service Lights:
- End Rails: End: Self-Storing. - BH
- Aisle Rails: Aisle: ARAR - Tier 2.
- Finish: 983 Black
- Deck Finish: Clear - Top Side Only
- Intermediate Steps
- Number of Flex Rows: 6

- Rear Filler: 18" Filler
- Hinged Front Aisle Steps
- Smoke Protected: No
- Provide Backup Pendant for Remote Control: N/A

MAXAM Product: BANK B

Maxam26 - Wall Attached - Gross Seats: 552 / Net Seats: 453 - Job Class: CCC - Velocity

Con@gurable: NO - Velocity Drawing: YES

xxx

Bank Details:

- Stand Type: Wall Attached
- Bank Location: Main Floor
- Seat Type: Courtside (10"[254]) Desc.: TBD Color
- Row Rise: 9 5/8"[245]
- Row Spacing: 26"[660]
- Tiers: 1-12
- Bank Length: 69 ft.
- Bank Length with End Rails: 71 ft.
- Sections: 3
- Aisles: 3
- ADA: 10
- Floor Construction: Synthetic
- Wall Construction: Concrete Block
- Attachment Method: Lower Wall
- Wall Columns: 0
- Section Setup: T2 Power Frame
- Power Frame: PF3
- Power Supply: 120/208V 3 Phase 60HZ
- Limit Switches
- Service Lights:
- End Rails: End: Self-Storing. - BH
- Aisle Rails: Aisle: ARAR - Tier 2.
- Finish: 983 Black
- Deck Finish: Clear - Top Side Only
- Intermediate Steps
- Number of Flex Rows: 11
- Hinged Front Aisle Steps

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**Project Total: \$395,121.95**

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Deduct \$130,000 to omit the 12 tier bleacher project.

Our bid and price are conditioned on the use of the latest edition of AIA document A401 and attached "Rider A" as the terms for any resulting subcontract. An OCIP Policy for primary and noncontributory waiver of subrogation, if required, can be furnished at an additional cost. Please note that the submitted proposal utilizes Commercial General Liability (CGL) endorsements that are equal to CG2010 10/01 and CG2037 10/01. Additional costs up to 0.4%/yr may apply if actual CG2010 10/01 and CG2037 10/01 endorsements are mandated. In the event of any conflict between this proposal and the subcontract document, this proposal shall govern.

Prices quoted are good for 30 days!

If you have any questions concerning our proposal, please contact me.

Evan Carroll  
 Carroll Seating, Inc  
 ECarroll@carrollseating.com

**RIDER A to CONTRACT between CARROLL SEATING COMPANY and GENERAL CONTRACTOR  
FOR THE PROJECT KNOWN AS:*****MADE A PART HEREOF AND ATTACHED HERETO***

This Rider contains changes and additions to the above-referenced contract (the "Contract") between **Carroll Seating Company** ("Subcontractor") and **General Contractor ("Contractor")**. To the extent that the terms and conditions of this Rider conflict with terms and conditions of the Contract, the **Rider shall control**.

**1. DELIVERY/INSTALLATION:** Carroll Seating Company shall not be liable for or chargeable with any delay in or want of performance due to unforeseen circumstances or due to causes beyond its control, including, but not limited to, act of nature, act of any governmental authority, war or armed hostilities, riot or civil disturbance, act of terrorism, labor dispute or disruption, epidemic or global health crisis, power grid or internet disruption, materials shortage or constraint, product unavailability from manufacturer, or transportation delays, and shall be entitled to an appropriate extension of time in the event of any such occurrence.

**2. JOBSITE CONDITION:** The Contractor warrants that the job site conditions will be prepared and ready to receive materials delivered by **Carroll Seating Company** and that the installation of said materials can commence immediately upon delivery. Unless otherwise agreed to in writing, the cost of unloading materials shall be included in the purchase price set forth in the Contract. Should the job site conditions be cause for delay for **Carroll Seating Company** to begin installation of materials, or delay in delivering materials, the Contractor agrees to pay an additional sum of money to cover all extra expenses necessary for extra (double) handling, moving, demurrage, or storage charges of materials. Architectural woodwork shall not be subjected to extremes of temperature and humidity. Relative humidity shall not be less than 25% or more than 55% under normal conditions. In any event, relative humidity and temperature during the time of installation should remain within the range to be maintained during occupancy. Relative humidity below 20% and above 80% is harmful to wood and wood products.

**3. PRICING BASED ON DELIVERY DATE/ESCALATION:** The Contractor shall not change the delivery date once materials have been scheduled for production and must give the Subcontractor written notice of a change in delivery date at least 90 days in advance from the original agreed upon scheduled delivery date. If the Contractor issues a change order causing a delivery date beyond 30 days from the originally scheduled delivery date the new delivery date shall constitute a new agreement in determining the appropriate change in the cost of materials and labor.

**4. RETENTION CLAUSE:** The retainage percentage withheld by the Contractor from progress payments to **Carroll Seating Company** shall not exceed the retainage percentage withheld by the Owner in its payment to the Contractor.

**5. MECHANICS LIEN CLAUSES:** **Carroll Seating Company** shall retain the right to assert mechanics' lien(s) for work that it has performed. Nothing in the Contract or this Rider shall be construed as a waiver of **Carroll Seating Company's** right to assert mechanics' lien(s) should the Contractor fail to pay **Carroll Seating Company** for the work performed.

**6. OSHA CLAUSES:** **Carroll Seating Company** shall not be liable for payment of any OSHA fines or penalties or for correction of unsafe working conditions due in part or in whole to acts of commission or omission on the part of the Contractor, Architect, or other subcontractors. Contractor agrees to **Carroll Seating Company** harmless from any such fines, penalties and correction of unsafe working conditions.

**7. WAIVERS:** **Carroll Seating Company** shall tender mechanics' lien waivers upon receipt of payment for the Work to which such waivers relate. In the event **Carroll Seating Company** submits a waiver before it receives payment the waiver will be held in trust by the Contractor until payment is received by **Carroll Seating Company** and shall not be effective or binding upon **Carroll Seating Company** until **Carroll Seating Company** receives the payment.

**8.** Notwithstanding any provision of the contract between **Carroll Seating Company** and the Contractor to the contrary, **Carroll Seating Company** shall only be obligated to defend, indemnify or save harmless the Contractor and Owner for such losses, damages, claims and the like for which **Carroll Seating Company** has insurance coverage, and then only to the extent of such insurance coverage.

**9. SERVICES:** The Contractor shall provide sufficient temporary electric, heat and water for the use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. This includes any temporary heat in areas where any wood products have to be stored on site due to installation areas not being ready.

**10. CLEANUP:** The Contractor shall provide dumpsters for use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. No dumpster charges shall be accepted by **Carroll Seating Company** unless agreed to in writing.

**11. PAYMENT AND PERFORMANCE BONDS:** Unless the Contract requires **Carroll Seating Company** to obtain payment and/or performance bonds, the Owner and the Contractor shall be responsible for obtaining and paying for such bonds. If the Contract requires **Carroll Seating Company** to obtain payment and/or performance bonds, **Carroll Seating Company** shall obtain such bonds but only pay the premium attributable to the initial contract price. If the premium charged for such bonds increases as a result of changes in the original contract price, the Owner or the Contractor shall pay the increase in the premium. The Owner and the Contractor shall make any requests for payment and performance bonds at least ten days before **Carroll Seating Company** commences work. It is understood **Carroll Seating Company** will only furnish the standard AIA document 311 or 312 Performance Bond.

**12. EXTRAS:** Contractor shall sign each field "extra work order" for time and material extras to verify hours and materials used. No additional work shall be performed without this "extra work order". Contractor agrees to pay the following rates for extra work.

Carpenters per hour \$ \_\_\_\_\_  
Foreman per hour \$ \_\_\_\_\_

Contractor also agrees to pay the cost of materials used by **Carroll Seating Company** in the performance of extra work. Payments for extra work orders shall be made in the same manner as payments are made on the contract.

**13. BACKCHARGES:** Contractor agrees that it will give **Carroll Seating Company** sufficient advance notice, but in no event less than 48 hours in writing to permit **Carroll Seating Company** to correct the work that the Contractor contends warrants a backcharge. The Contractor must have the backcharge signed by the **Carroll Seating Company** project manager. In the event the Contractor does not give sufficient advance notice, the Contractor shall not be entitled to the backcharge. The Contractor agrees that in the event it decides to issue a backcharge, it shall do so within two weeks after the occurrence giving rise to the backcharge.

**14. DIMENSION AND DELIVERY INFORMATION:** If accurate field dimensions cannot be taken prior to fabrication, the Contractor will sign off to the field measurements per the architects' drawings or manufacturers' shop drawing. This will be done prior to fabrication. Any changes which results in equipment not fitting and requires further attention and costs will be the responsibility of the Contractor.

**15.** Notwithstanding any provision of the contract between **Carroll Seating Company** and the Contractor to the contrary, **Carroll Seating Company** shall only be obligated to carry and have in force and effect such insurance in such limits as described in the certificate of insurance attached hereto. The General Contractor hereby represents and warrants to **Carroll Seating Company** that the Owner has adequate builder's risk insurance for the project. In no event shall **Carroll Seating Company** waive any rights of subrogation.

**16.** **Carroll Seating Company** shall only be bound by the terms and provisions of the General Contractor's contract with others if the General Contractor delivers to **Carroll Seating Company** a true, complete and accurate copy of such contract and **Carroll Seating Company**, prior to its execution of this Rider, returns such contract to the General Contractor bearing **Carroll Seating Company's** president's initials on each page thereof; in no event, however, will **Carroll Seating Company** be bound by any "waiver of right to jury trial", "no lien" or "liquidated damages for delay" clauses by other such similar provisions in any contract between the General Contractor and others.

**17.** Notwithstanding any provision in any subcontract between **Carroll Seating Company** and the General Contractor which states that a condition precedent to the General Contractor's obligation to pay **Carroll Seating Company** is the General Contractor's receipt from others of payment for the work, services or material provided or performed by **Carroll Seating Company**, sometimes referred to as a "pay when paid" or "pay if paid" clause, the General Contractor shall pay **Carroll Seating Company** for all work, service or materials performed or provided by **Carroll Seating Company** within 30 days of **Carroll Seating Company's** invoice to the General Contractor for the same. All past due invoices are subject to a 1½% monthly finance charge, which yields an annual interest rate of 18%.

**18.** In the event **Carroll Seating Company** must enforce any of the terms and provisions of the contract or this Rider, including but not limited to the General Contractor for any work, service or material described herein, **Carroll Seating Company** shall be entitled to collect from the General Contractor all costs and expenses, including reasonable attorney's fees, it incurs in connection therewith. **Carroll Seating Company** waives subrogation only for loss of tools or its equipment on the jobsite.



H2I Group  
157 Eisenhower Lane North  
Lombard, IL 60148

Quote: 139858

To: East Aurora School District  
Attn: Chris Potenza  
Phone: 331-290-4753  
Email: cpotenza@d131.org

Date: 6/12/2026  
Project: Cowherd MS (Bleachers)  
Location: Aurora, IL

We propose to furnish & install the following as manufactured by Irwin Seating using standard design, materials, construction sizes and colors.

**Telescoping Gym Seating (Cougar Gym)**

- Brand / Model: Irwin / VersaTract
- Length: 1 @ 70'-6" plus left end rails and right end rails
- Sections: Bleachers have three (3) rectangular sections
- Aisles: Three (3) aisles
- Rows: 12 Rows
- Seats: 476
- Rise: 10"
- Spacing: 22"
- Decking: 5/8" Panelam / Standard 11-inch Deck Level Filler
- Seats: Infinity Seats (18" Wide)
- End Curtains: Standard
- All Colors: Standard
- Power & Control System: 120 VAC, Single Phase, w/ Pendant Controller
- Recoverable Wheelchair Spaces: Six (6) 36" x 22"
- Includes: Demo & Disposal of Existing Bleachers
- Excludes: All electrical work

**Material, Labor & Freight .....\$183,880.00**

**Telescoping Gym Seating (MPR Gym)**

- Brand / Model: Irwin / VersaTract
- Length: 1 @ 59'-0" plus left end rails and right end rails
- Sections: Bleachers have three (3) rectangular sections
- Aisles: Three (3) aisles
- Rows: 24 Rows
- Seats: 683
- Rise: 10"
- Spacing: 24"
- Decking: 5/8" Panelam / Standard 11-inch Deck Level Filler
- Seats: Infinity Seats (18" Wide)
- End Curtains: Standard
- All Colors: Standard
- Power & Control System: 120 VAC, Single Phase, w/ Pendant Controller
- Recoverable Wheelchair Spaces: Five (5) 36" x 24"
- Includes: Demo & Disposal of Existing Bleachers
- Excludes: All electrical work

**Material, Labor & Freight .....\$325,440.00**



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H2I Group  
157 Eisenhower Lane North  
Lombard, IL 60148

TERMS: Net 30 Days

ACCEPTED: Company \_\_\_\_\_

RESPECTFULLY,

Name \_\_\_\_\_

**HALDEMAN-HOMME, INC.**

Date \_\_\_\_\_

By \_\_\_\_\_

PURCHASE ORDER # \_\_\_\_\_

Michael Weiler/312-438-7204/ [mweiler@h2igroup.com](mailto:mweiler@h2igroup.com)

**Note: This quotation is offered for acceptance within 60 days and is subject to revision beyond that time.**

#### Exclusions

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials.
2. Removal or relocation of any mechanical or electrical items, All Electrical work, conduits, boxes, connections, etc., Refinishing or repairing any walls or flooring exposed by existing bleacher removal, Removal of existing equipment on the floor in the work areas, Storage of material, Entryway changes, Engineering Stamped Drawings, Overtime labor, Logos, artwork, and graphics design, Custom colors, Bonds, Permits, 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 H2I, 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
6. 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; tariffs, 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.

#### 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/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

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Email: [info@h2igroup.com](mailto:info@h2igroup.com)  
Website: [www.h2igroup.com](http://www.h2igroup.com)



H2I Group  
157 Eisenhower Lane North  
Lombard, IL 60148

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: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Print)



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