



Board of County Commissioners Agenda Request

20
Agenda Item #

Requested Meeting Date: June 13th, 2023

Title of Item: Jail Gym Floor Replacement

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>
Submitted by: Jim Bright		Department: Maintenance
Presenter (Name and Title): Jim Bright Facilities Coordinator		Estimated Time Needed: N/A
Summary of Issue: <p>The VCT floor tiles are failing in the jail gym in multiple places due to age. I'm recommending the installation of the Team Play M flooring by OSSTSPORTS. This product is a 1/4" thick rubber sheet flooring designed for gym floors and athletic areas.</p> <p>H21 was the only bidder because this is a proprietary product and is distributed in territories.</p> <p>This project and materials to be used have been submitted, reviewed and approved by the Department of Corrections</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: I'm requesting the Aitkin County Board Of Commissioners approve the purchase and installation of the Team play M by OSSTSPORTS floor from H21 Group as quoted on proposal 105089		
Financial Impact: <p>Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What is the total cost, with tax and shipping? \$ 28,375.00</p> <p>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i></p> <p>The money for this project is being paid for with money from the Inmate Welfare fund.</p>		

Legally binding agreements must have County Attorney approval prior to submission.



PROPOSAL 105089

To: Aitkin County Jail
Attn: Jim Bright

Date: 5/18/23
Project: Aitkin County Jail Gym Floor
Location: Aitkin, MN
Architect: NA
Addendum: NA

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

Aitkin County Jail Gym Floor

Material, freight, and installation **\$28,375.00**
Concrete Prep Work to be completed on a T&M if required Add: \$110 per hour plus materials & equipment

Pricing Includes:

1. Approximately 1,176 sqft of Team Play M- Maple color by OSSTSPORTS
2. Match existing game lines currently on floor with 2" black lines.
3. Required Adhesive
4. 4" vinyl wall base with adhesive and transitions at doorways.
5. Forklift or loading dock to be provided by owner for unloading.

Qualifications:

1. Removal of existing VCT tile and adhesive is to be provided by owner/others. Concrete subfloor must have no existing adhesive or materials left on the surface.
2. Use of elevator provided by owner to get materials up to the gym level.
3. No prevailing wage requirements.
4. The concrete subfloor must be flat (1/8" in 10' span) and dry (under 85% moisture content in concrete)
5. Pricing good for 1 production run and 1 delivery with completion not later than 12/31/2023.
6. 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.
7. 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.).
- 8.
9. Proposed project schedule:

Shop Drawings	2-3 weeks
Approval Process	1-2 weeks
Manufacturing Lead Time	5-6 weeks
Shipping	1 weeks
Installation	1 week

Excludes:



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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 unforeseen conditions.
4. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Fume hood testing/balancing, 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 _____
 Name _____
 Date _____

RESPECTFULLY,
H2I Group, Inc.
 By Brandon Larson
 701-446-7846
 Blarson@h2igroup.com

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 105089

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 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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