



THE JAMAR COMPANY | 4701 MIKE COLALILLO DR. | DULUTH, MN 55807-2762 | PHONE 218.628.1027 | FAX 218.628.1174

August 13, 2021

City of Duluth
411 West 1st Street
Duluth, MN 55802

Attn: Alex Jackson
Proposal: 21-S-0224 Revision 2
Scope: EOC Addendum 1
Location: City Center West

The Jamar Company is pleased to provide the following proposal to perform the subject project as detailed below.

1. Our proposal is based on **providing/including** the following:
 - A. Demo and dispose of existing return fans
 - B. Provide and install two (2) new return fans and duct transitions
 - C. Provide and install two (2) new filter racks and duct transitions
 - D. Ductwork modifications to route around new filter bank per drawings
 - E. Provide and install one (1) fresh air damper for generator room
 - F. Provide and install eight (8) VAV boxes with reheat coils
 - G. Duct transitions and modifications to connect VAV boxes to ductwork
 - H. Extend hydronic piping to VAV box reheat coils per drawings
 - I. Provide and install seven (7) occupancy sensors
 - J. Provide and install two (2) CO2 sensors
 - K. Provide and install one (1) duct pressure sensor
 - L. Provide and install controllers for VAV boxes and tie into BAS
 - M. Control wiring per drawings
 - N. Sequence of operations per drawings
 - O. Electrical work for above
 - P. Insulation for new ductwork and piping
 - Q. Remove and reinstall ceiling tiles as necessary to perform work
 - R. Inspection / testing / start-up
 - S. Permitting
 - T. Tools and Equipment

2. Our proposal is based on **excluding** the following:
 - A. Engineering or plan submittal
 - B. Temporary services including heat, water or utilities
 - C. EMS work
 - D. Fire protection or fire alarm work
 - E. General construction work i.e. patching, painting, roofing, structural, etc.

- F. Structural openings, support steel or lintels to support equipment or mechanical systems
 - G. Concrete work (*cutting or back-patching*)
 - H. Any infrared scanning, if required
 - I. Any other mechanical work not listed above
3. Our proposal is based on the following general **exceptions and / or clarifications**:
- A. This scope of work will be scheduled so that disconnecting the ductwork does not interfere with the ability to heat the space, such as scheduling after the radiant heating system is in place.
 - B. THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Due to the existing coronavirus pandemic and resulting consequences, which include shut downs of definite and indefinite durations by the federal, state and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies or equipment, disruptions to public services, temporary suspensions of work on site or the unavailability or reduced availability of manpower, the parties agree if Jamar is hindered, prevented or delayed, at any time, in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Jamar shall be entitled to an extension of the Contract time. Furthermore, to the extent the project is impacted by increased costs associated with the high demand for specified materials or any proposed substitute approved by Contractor or Owner, or if the project is suspended or experiences any other similar cost increase outside the control of Jamar, Jamar shall be entitled to additional compensation.
 - C. Proposal includes current pricing on all material and equipment. Pricing on material and equipment is valid for 15 days from the date of this proposal and must be repriced if work is extended beyond that date.
 - D. Work will be conducted between the business hours of 7:30 am and 4:30 pm, Monday through Friday excluding holidays, weekends or overtime periods.
 - E. Additional work, performed by Jamar due to changes in out-of-scope items, will be performed on a lump sum or time and material basis, at your option.
 - F. In the event, after the acceptance of a purchase order, new tariffs or duties come into effect which impact the cost of materials included in the equipment or work supplied under this proposal, Jamar shall have the right to increase the overall price of such equipment or work to reflect the increased cost of such material to Jamar.
4. Our proposal is based on working under local union agreement.
5. Our proposal does not include work with or the removal or disposal of any hazardous material. Removal and disposal of hazardous material, required to complete specified work, is a customer / owner responsibility.
6. Our proposal does not include performance or payment bonds.

7. Payment Terms: net 30 days (*note: all invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts*).
8. Our proposal is based upon the plans, specifications and scope as prepared by TKDA dated August 12, 2021. A signed authorization to proceed must be provided prior to the performance of any additional work or change in project schedule or scope.
9. Please incorporate the above terms into all related purchase orders and/or contracts.

In closing, Jamar proposes to complete the subject project, as summarized above, for the firm price of **\$79,035.00 (SEVENTY NINE THOUSAND THIRTY FIVE DOLLARS)**.

We appreciate the opportunity to provide pricing for this project and look forward to discussing this project further with you. If there is any other way we can be of assistance, please contact me at (218) 628-4439.

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- A. Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.
- B. Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- D. Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- E. Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional work, and Contractor is directed by Owner to continue with said work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- F. Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph E above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.
- G. Insurance Requirements:** Contractor shall procure and maintain the following insurance limits:
- | | |
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| Workers Compensation
Employer's Liability including "Stop Gap" | Statutory Limits
\$1,000,000 each accident |
| Commercial General Liability | \$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$4,000,000 general aggregate (per project) |
| Commercial Automobile Liability | \$2,000,000 Bodily Injury and Property Damage
Combined Single Limit |
- A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.
- H. Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph.
- I. Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN.
- J. Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- K. Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- L. Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

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In Witness whereof, the Contractor and Owner signify their understanding and agreement with the terms hereof by signing below:

THE JAMAR COMPANY

City of Duluth

Signature: Jacob Kavajecz

Signature: _____

Name: Jacob Kavajecz

Name: _____

Its: Project Assistant

Its: _____

Date: August 13, 2021

Date: _____

Federal Tax ID: 41-1509431
State Tax ID: 3186956

The Jamar Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.