



**February 16, 2026**

**Floodwood Schools  
115 W 4<sup>th</sup> Ave  
Floodwood, MN 55736**

**Attention:** Haley Walsh  
**Proposal:** 26-S-0005  
**Subject:** Building Automation and Controls

Haley Walsh,

Thank you for considering our organization as a trusted advisor for this project. We are pleased to submit our bid for your review and consideration. This proposal includes the supply of supervision, labor, tools, and equipment to complete the temperature controls work scope of the subject project.

Proposal Contents:

- Narrative
- Technical Response
- Commercial Clarifications

Please do not hesitate to contact us with any questions or if you require any clarifications.

Best Regards,

**THE JAMAR COMPANY**

A handwritten signature in blue ink, appearing to read "Tyler Johnson".

Tyler Johnson

Controls Service Account Manager

P: 218-310-1256 – email [tyler.johnson@jamarcompany.us](mailto:tyler.johnson@jamarcompany.us)

**Narrative – 26-S-0005 – Building Automation and Controls**

This proposal is sent in order to communicate where pricing is at as of right now for this project, with overall costs considered with current specifications and sequence of operation, with a few Best Value items considered which appropriately will bring the project more in line with project costs expected, though there are additional items we can look into. At the end of the day, we want the best value and end product for the school district. These additional items outside of baseline will need to be clarified with Widseth accordingly.

**Technical Response – 26-S-0005 – Building Automation and Controls**

Our proposal pricing is for the scope and schedule included in the referenced request for proposal. It is based on owner / customers’ acceptance of the technical and commercial clarifications included in this proposal. Should any of these conditions change, including the schedule and award date, we reserve the right to revise the price accordingly. Pricing for additional goods and services can be supplied upon request.

**Our total estimate for this project is ..... \$ 572,089.00**

*ADD ALTERNATES / OWNER OPTIONS*

- Option 1: Initial Best Value Ideas..... Deduct \$ 56,584.31

**Clarifications:**

- 1) Our proposal is based on **furnishing** the following:
  - a. Facility wide controls and automation per the Sequence of operation and specifications outlined by Widseth and specific part manufacturers requested in conjunction with upcoming project.
  - b. **If option 1 is taken, and different items are permitted for use on this project scope vs those which are specified exclusively in current design, we would be able to reduce costs accordingly. (There are additional items we can investigate further as well to ensure project costs are within capability of project).**
  - c. All Controls and devices mentioned in scope will be integrated into the building automation system, except for the RMB-1 Manifold controls which will be stand alone per the sequence.
  - d. Check / test and startup of Jamar-furnished and installed equipment
  - e. 1-year warranty on all Jamar work
  - f. Owners training on all Jamar-furnished and installed equipment
  - g. O&M manuals
- 2) Our proposal is based on the following assumptions:
  - a. Any existing systems to remain will be in good working order, are adequate for connection to, slope and elevations meets the requirements of the new systems, and nothing is included for repairing or testing existing systems
  - b. There will be no phased or early occupancy during construction.

- c. Design is based on ASHRAE or state energy code.
- 3) Our proposal is based on the **owner / customer furnishing** the following:
- a. Constant and uninterrupted construction utilities (air, water and electrical) for the duration of the work.
  - b. All materials required for the completion of the work, unless specified above.
- 4) Our proposal is based on **excluding** the following:
- a. **Providing VFDs on RTU-5 (which should be coming from the factory)**
  - b. **Flow Meter for Boiler Plant (as it will be provided by Mechanical Contractor per Drawings)**
  - c. Electrical work including disconnects, starters or high voltage (VFDs are included in our costs mentioned above)
  - d. Fire protection, sprinklers or alarms
  - e. General construction work i.e. concrete work (*equipment pads, cutting, patching or removing*), patching, painting, roofing, structural, ceilings, dust containment, etc.
  - f. Temporary construction services including heat, water, utilities or auxiliary support services (*i.e. washroom facilities, locker rooms, medical or lunch programs*)

**Commercial Clarifications – 26-S-0005 – Building Automation and Controls**

- 1) Jamar will be utilizing Sourcewell Agreement MN-R2-GC-040622-JMR with a maturity date of 04/18/2026. This agreement includes the detailed full eziQC proposal for the labor and materials covered in Work Order #152160.00 ISD #698 Floodwood Schools Controls Alterations 2026. This proposal was completed using the Sourcewell Minnesota Region 2, Iron Range construction task catalog. As soon as the scope per Work Order # #152160.00 ISD #698 Floodwood Schools Controls Alterations 2026 dated January 30<sup>th</sup>, 2026 is agreed upon between Owner and Contractor, the work shall be done under the terms and conditions of this Agreement.
- 2) Our proposal is based upon the plans, specifications and scope as prepared by Floodwood Schools dated February 16<sup>th</sup> 2026. A signed authorization to proceed must be provided prior to the performance of any additional work and prior to a change in project scope or schedule. Additional work performed due to changes in the work or out-of-scope tasks may be performed on a time and materials or firm lump sum basis at the owner / customer's option.
- 3) Our proposal pricing is based on material (steel or other) prices and availability at the time of proposal. Market prices for materials are unstable due to a variety of factors. Our proposal price is based on current prices and availability of materials in effect as of the date of this proposal. If, prior to acceptance of a Contract, we determine that its schedule and/or price will be adversely affected by changing market pricing beyond our control, we reserve the right to withdraw or amend our proposal.
- 4) Our proposal excludes sales tax.
- 5) Our proposal is based on reaching an equitable contract agreement.
- 6) Jamar shall not, under any circumstances, be liable for damages on account of delay, including without limitation, liquidated, special or consequential damages.

- 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:

Workers Compensation	Statutory Limits
Employer’s Liability including “Stop Gap”	\$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.
- M. 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 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. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment and otherwise treat qualified individuals without discrimination based on their status as protected veteran or individual with a 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.**

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

**The Jamar Company**

Signature: \_\_\_\_\_

Name: Tyler P Johnson

Its: Controls Service Account Manager

Date: 2/16/2026

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

**Floodwood Schools**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_