



Bay St. Louis Fire Department

Proposed Project Agreement

Chiefs Offices WSHP Units

Date:

8/14/2025

Proposal Number:

P25170

Prepared for:

Bay St. Louis Fire Department

543 Main St.

Bay St. Louis, MS 39520

Prepared by:

Kevin Mitternacht

504-443-7637





PROJECT PROPOSAL

Company

Star Service, Inc. of New Orleans
117 Pintail St
Saint Rose, La 70087
Ph: 504-443-7637 Fax: 504.443.7637

Proposal Date: 8/14/2025

Proposal Number: P25170

Agreement Number:

Contractor License: 34465

Bill To Identity

Bay St. Louis Fire Department
543 Main St.
Bay St. Louis, MS 39520

Agreement Location

Bay St. Louis Fire Department
543 Main St.
Bay St. Louis, MS 39520

Star Service, Inc. of New Orleans, a Fidelity Building Services Group Company, is pleased to submit our proposal to

OUR PROPOSED SCOPE OF WORK INCLUDES:

- Provide Equipment, materials and labor to replace 2 water source heat pump units (WSHP).
- Turn off and lock out power to the WSHP units, serving the Chief's Offices, in accordance with OSHA guidelines.
- Valve off the condenser water, and drain the units.
- Disconnect the electrical wiring, control wiring, condenser water lines, condensate drain line, and ductwork from the units.
- Remove the units from the ceiling spaces.
- The unit will be brought to our office, and the refrigerant will be recovered and disposed of according to EPA regulations.
- Hang new stainless steel emergency drain pans in the unit locations.
- Hang new WSHP units above the new pans.
- Connect the condenser water lines, condensate drain line, electrical and control wiring. New steel braded hoses will be used for the condenser water lines.
- Flush and clean the condenser water line strainers.
- Connect the supply air ductwork, using a new duct transition if necessary.
- Open the condenser water valves and fill condensers.
- Remove the lock out tag and apply power to the new units.
- Start and check the system, in order to verify proper operation and efficiency.
- Remove debris and clean workspace.
- Verify customer satisfaction of work.

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

YOUR INVESTMENT FOR THIS SCOPE OF WORK\$23,859.00

This proposal is valid for a period of fifteen (15) days, and if not accepted within that time frame, it shall be automatically rescinded, and any replacement proposal may be subject to increased costs. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both



parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Kevin Mitternight

Name (Print/ Type)

504-443-7637

Phone

8/14/2025

P25170

Date

Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

Exclusions

- All Engineering and drawings, to include Coordinated Drawings
- BIM coordination and clash detection of other trades
- Building Permits
- Davis Bacon Wage Act
- Bond
- Liquidated damages
- Overtime/night work or phasing of work
- Any repair work to existing systems or equipment
- Repairs or replacement parts for existing to remain or relocated equipment
- Expedited shipping unless noted in scope of work
- Any cost or delays associated with COVID-19
- Duct cleaning of existing and new
- Abatement
- Hazardous Material remediation
- Demolition is cut, cap, make safe only
- Dumpsters, palletizing, and disposal
- Fire protection
- Lighting controls
- Roofing- pitch pockets and equipment curbs
- Electrical disconnects & motor starters for HVAC equipment unless shown on the mechanical equipment schedule
- Installing or mounting VFD's
- Core drilling, saw cutting, and slab scanning
- GPR or X-Ray
- Supply and install smoke detectors
- Any fire/smoke dampers not shown on the drawings
- Cutting, patching, painting
- Architectural access panels
- IAQ Testing and Leeds
- Hiring 3rd party commissioning agent
- Leak test or pressure test ductwork
- Seal, insulate or repairs to existing ductwork
- 2lb density duct liner
- Security bars
- All lintels for HVAC & Plumbing openings
- Plumbing work of any kind unless noted in the scope of work
- Rigging, if required to install rooftop equipment
- Temporary heating and cooling units
- Temporary fans for positive and negative pressurization
- Kitchen equipment-including dishwashers, refrigerators, ice makers, coffee makers
- Water meters
- 120 volt and up power
- Any work not indicated in the project documents



Project Agreement Terms and Conditions

Throughout this Agreement:

Bay St. Louis Fire Department shall be known as the Customer.

Star Service, Inc. of New Orleans shall be known as the Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Contractor and the Customer. In the event the Customer seeks to have the Contractor enter into a separate written contract for the scope of work of this Agreement (the "Work"): (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract, (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Contractor at the Contractor's current service rates.

All reasonable efforts shall be extended in performing the Work as requested by the Customer, but the Contractor shall not be liable for any losses, liquidated damages or consequential damages that arise out of delays, misuse by the Customer, or the Customer's agents or employees. The Customer acknowledges that, to the extent the Work requires the Contractor to order materials and/or equipment from its suppliers and vendors, any lead times communicated to the Customer or included in the Agreement are estimates only based upon information provided by such suppliers and vendors, and such estimates are outside the reasonable control of the Contractor. The Contractor agrees to use its reasonable efforts to obtain materials and equipment consistent with such estimated lead times; however, to the extent any deliveries occur beyond such estimated lead times, the Contractor: (1) will communicate such delays within three (3) days of when the Contractor discovers such delay; (2) shall be entitled to an extension of time to perform its Work; and (3) shall not be liable for any liquidated damages associated with such delays in delivery.

The Customer agrees to pay the Contractor the price set forth in the Agreement (the "Price"). The terms of payment for all invoices submitted by the Contractor are net thirty (30) days from the Customer's receipt of such invoice. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection within fifteen (15) days of its receipt of such invoice, and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. The Price does not include any costs associated with using any invoicing software, portals or services required by the Customer or of any requirement by the Customer for the Contractor to procure additional insurance or higher limits of insurance than are typically carried by the Contractor. To the extent there are any costs incurred by the Contractor to comply with any such requirements, the Customer agrees to reimburse the Contractor for such additional costs. The Customer will be responsible for any price increases that the Contractor incurs as a result of any tariffs imposed on the equipment and materials reflected in its scope of work, including any tariffs on any component parts of the equipment and materials. In the event the Contractor incurs any such tariff-related price increase, the Customer will issue a change order to the Contractor to adjust the contract price to reflect the tariff-related price increase.

The Customer further agrees to pay finance charges of 1½% per month for invoices not paid within thirty (30) days of the Customer's receipt of such invoice. In the event that the Customer fails to pay the Contractor in accordance with the agreed payment terms: (1) the Contractor may, at its sole discretion, stop all work under this Agreement and any other Agreement between the Contractor and the Customer until such time as the Customer's account is brought current; and (2) the Customer agrees to reimburse the Contractor for any and all costs of collection of the outstanding balance, including but not limited to the Contractor's attorneys' fees, expert fees, court costs and any other legal expenses that the Contractor incurs, even if the costs of collection exceed the outstanding balance. The Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved



in a court of competent jurisdiction in the county in which the Contractor's home office is located and this Agreement shall be governed and interpreted by the laws of the state in which the Contractor's home office is located, exclusive of its conflict of laws principles. THE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFOREMENTIONED STATE, AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES, AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT.

The Contractor's liability hereunder shall not exceed the amount paid to the Contractor under this Agreement. In no event shall the Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Work, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. In the event the project for which the Work is being performed is covered by builder's risk insurance, the Contractor shall be named as an additional insured on such builder's risk policy, and within three (3) days of the execution of the Agreement, the Customer shall provide the Contractor with a certificate of insurance reflecting the Contractor's status as an additional insured of such policy. If, during the performance of the Agreement, the Work is damaged as a result of the acts or omissions of the Customer, of the Customer's other contractors and/or subcontractors, and/or any other third-parties, the Customer shall be responsible for reimbursing the Contractor for reasonable charges associated with the repair and/or replacement of the Work.

The Contractor agrees to warrant the labor and installation of materials, part and equipment used in connection with the Work for a period of one (1) year from substantial completion of the Work (the "Warranty Period"). Provided the Customer notifies the Contractor in writing so that it is received by the Contractor during the Warranty Period, the Contractor agrees to either repair or replace any defective installation performed by the Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Contractor. In the event the Customer requires the Contractor to enter into a separate written contract, and such document requires a longer warranty period than as stated herein, including but not limited to the point at which the Warranty Period commences, the Customer agrees that, to the extent the Contractor can obtain an extended warranty from the manufacturer(s) of the of materials, part and equipment to comply with such longer warranty period, the Customer agrees to pay the Contractor for any additional charges associated with obtaining such extended warranty. Any warranty of the materials, parts and equipment installed by the Contractor shall be subject to the manufacturers' standard warranty terms, if any, and the Customer's exclusive remedy with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty. To the fullest extent permitted by law, the Customer shall defend, indemnify and hold harmless the Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by the Customer, or anyone for whose acts the Customer may be liable, regardless of whether it is caused in part by the negligence of the Contractor. Further and notwithstanding the preceding sentence, the Contractor shall be held harmless by the Customer and shall not be liable to the Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at the Customer's location(s) and shall have no obligation to treat, identify or remove such mold. In the event the Customer requires the Contractor to enter into a separate written contract, and such document requires the Contractor to hold harmless, indemnify, and/or defend the Customer and/or third parties, any such requirement shall be limited to the extent of the Contractor's negligence, and the Contractor shall have no obligation to hold harmless, indemnify or defend the Customer and/or third parties for the negligence of the Customer and third parties.

The Customer and the Contractor acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing and cost of the services under the Agreement.

The Customer and the Contractor agree that: (1) the Customer and the Contractor will both use commercially reasonable efforts with respect to the services under the Agreement; (2) the Customer and the Contractor and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) the Customer and the Contractor will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if the Contractor's performance of the Work is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, the Contractor shall be entitled to adjustments to the schedule and/or the prices under the Agreement, provided the Contractor notifies the Customer within a reasonable period of time after the Contractor learns of the delay, suspension and/or effect.