



PROPOSAL & CONTRACT AGREEMENT

Mar 10, 2026
Quote # 2699

General Contractor / Customer

City of Bay St. Louis
P.O. Box 2550, Bay St. Louis, MS 39521
Attn: Ronnie Vanney
Phone: 2282163239
Email: rvanney@baystlouis-ms.gov

Subcontractor/ Service Provider:

Mechanical Services, LLC
214 Camellia Street, Suite 1
Waveland, MS 39576
Phone: 228-463-1771
Attn: Jesse Womack
Cell: 985-502-3136
Email: jwomack@mechanicalservicellc.com

Project: City Hall York Chiller Repairs
Location: BSL City Hall - Bay St. Louis, MS

Mechanical Services, LLC will provide the services described below:

Lump sum price of: **\$19,921.89**

Based on service call and findings from 1/5/26

Technician discovered that Compressor #5 on Circuit 2 is faulty and will not run.

We will provide labor, tools and materials to recover, remove and replace refrigerant and tandem compressor set consisting of both compressors for circuit 2

We will recover refrigerant from circuit 2.

We will remove and replace Compressors , and oil on circuit 2 for both compressors.

We will pressurize circuit 2 with nitrogen and pull vacuum.

We will charge with new refrigerant R410a and fill circuit with appropriate amount of oil.

We will check operation of circuit 2 and overall performance of chiller after repairs.

If any other issues or needed repairs are found during operation check we will propose those at a later date.

Pricing is base on normal business hours M-F 7am to 4pm excluding all holidays.

This agreement is the property of Mechanical Services, LLC and is provided for customers use only. Mechanical Services, LLC guarantees the price stated in this agreement for fifteen (15) days from proposal date. Upon execution as provided below, this agreement, including the following pages attached hereto shall become binding and enforceable 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.

Mechanical Services, LLC

Signature: _____

Name: Jesse Womack

Title: Service Manager

Date: Mar 10, 2026

City of Bay St. Louis

Signature: _____

Name: _____

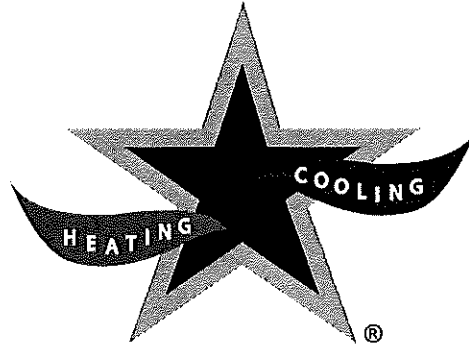
Title: _____

Date: _____

Contract Agreement

Terms and Conditions

1. Customer shall permit Service provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required service. All planned work shall be performed during the Service Providers normal working hours.
2. In case of any failure to perform its obligations under this agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or the replacement shall be the Customer's sole remedy.
3. Customer shall be responsible for any taxes applicable to the services and/or materials hereunder.
4. Customer will promptly pay invoices within thirty (30) days of invoice date.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost if materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum of the stated agreement.
6. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this agreement.
7. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than the Service Provider's personnel perform such work, Service Provider may, at its own option, cancel this Agreement or eliminate the involved item from inclusion in this Agreement.
8. In the event Service Provider must commence legal action in order to recover any amount payable under this agreement, customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
9. Any legal action against the service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
10. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, action of the elements, forces of nature, or by any cause beyond its control.
11. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
12. Service Provider expressly disclaims any and all responsibility and liability for indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this Agreement.



STAR

SERVICE, INC.

A FIDELITY COMPANY

City of Bay St. Louis

Proposed Project Agreement

Date:

1/29/2026

Proposal Number:

P37883

Prepared for:

City of Bay St. Louis
688 U.S. 90
Bay St. Louis, MS 39520

Prepared by:

Chris Poole
(504) 443-7637





PROJECT PROPOSAL

Company

Star Service, Inc.
117 Pintail St
St Rose, LA 70087
Ph: (504) 443-7637 Fax: (504) 443-7654

Proposal Date: 1/29/2026
Proposal Number: P37883
Agreement Number:
Contractor License:

Bill To Identity

City of Bay St. Louis
688 U.S. 90
Bay St. Louis, MS 39520

Agreement Location

City of Bay St. Louis
688 U.S. 90
Bay St. Louis, MS 39520

Star Service, Inc. a Fidelity Company, a Fidelity Building Services Group Company, is pleased to submit our proposal to service compressor five on circuit two for City of Bay St. Louis City Hall York Chiller.

OUR PROPOSED SCOPE OF WORK INCLUDES:

- Lock out power to the unit according to OSHA standards.
• Recover the remaining refrigerant in the circuit.
• Remove the failed tandem compressors and filter-driers, replace them with new ones.
• Replace the compressor contactors.
• Make all necessary piping, mechanical, and electrical connections.
• Pressure test for leak checking and pull a vacuum on the circuit.
• Charge the circuit with refrigerant to manufacturer specifications.
• Restore power to the unit and test it for proper operation.

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

YOUR INVESTMENT FOR THIS SCOPE OF WORK\$40,000.00

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

Chris Poole

Signature (Authorized Representative)

Chris Poole

Name (Print/ Type)

(504) 443-7637

Phone

1/29/2026

P37883

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 Leads
- 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:

City of Bay St. Louis shall be known as the Customer.

Star Service, Inc. 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.

