



PROPOSAL & CONTRACT AGREEMENT

Apr 30, 2026

Quote # 2952

General Contractor / Customer

City of Diamondhead
5000 Diamondhead Circle, Diamondhead, MS
39525

Attn: Andrea Galvin

Phone: 228-222-4626

Email: agalvin@diamondhead.ms.gov

Subcontractor/ Service Provider:

Mechanical Services, LLC

214 Camellia Steet, Suite 1

Waveland, MS 39576

Phone: 228-463-1771

Attn: Chris Melton

Cell: 228-697-1883

Email: cmelton@mechanicalservicellc.com

Project: Council Chamber RTU Condenser Coil Replacement

Location: City of Diamondhead, MS

Mechanical Services, LLC will provide the services described below:

Lump sum price of: **\$6,676.93**

Based on service call and leak search from 4/30/26

Technician discovered leak in condenser coil which is unrepairable and needs to be replaced

We will provide labor, tools, materials to remove and replace coil

We will recover refrigerant from other circuit so removal of coil can be performed.

We will remove coil from unit

We will insert new coil in unit

We will remove and change liquid line drier.

We will pressurize system to check for any leaks on braze joints then pull vacuum.

We will recharge same circuit initial refrigerant was pulled from and charge other circuit with new refrigerant to charge on name plate.

We will test operation and performance.

Refrigerant is included.

Lifting and rigging to get coil on roof is included.

Parts are currently in Vendor stock, please allow up to 5 days for LTL delivery.

Pricing is based on normal business hours M-F 7am to 4pm excluding 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

City of Diamondhead

Signature: _____

Signature: _____

Name: Chris Melton

Name: _____

Title: Estimator

Title: _____

Date: Apr 30, 2026

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 of 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.

EXCEPTIONS FROM BIDDING REQUIREMENTS

Purpose- To Allow Exceptions to Bidding under Special Circumstances

Notes- See Sec. 31-9-9 For Exception on State Surplus Property Purchase

- See Sec. 31-7-1 (e) For Exception on Commodities Purchased for Resale

(m) Excepted from bid requirements are:

**(i) PURCHASING AGREEMENTS APPROVED BY D.F.A.
[STATE CONTRACTS- See Sec. 31-7-12 for Particulars]**

Purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration.

(ii) OUTSIDE EQUIPMENT REPAIRS. [Except Entire Assemblies]

Repairs to equipment, when such repairs are made by repair facilities in the private sector; however, engines, transmissions, rear axles and/or other such components shall not be included in this exemption when replaced as a complete unit instead of being repaired and the need or such total component replacement is known before disassembly of the component; however, invoices identifying the equipment, specific repairs made, parts identified by number and name, supplies used in such repairs, and the number of hours of labor and costs therefore shall be required for the payment for such repairs.

(iii) IN HOUSE EQUIPMENT REPAIRS. [Except Entire Assemblies]

Purchases of parts for repairs to equipment, when such repairs are made by personnel of the agency or governing authority; however, entire assemblies, such as engines or transmissions, shall not be included in this exemption when the entire assembly is being replaced instead of being repaired.

(iv) RAW GRAVEL OR DIRT.

Raw unprocessed deposits of gravel or fill dirt which are to be removed and transported by the purchaser.

(v) GOVERNMENTAL EQUIPMENT AUCTIONS.

Motor vehicles or other equipment purchased from a federal agency or authority, another governing authority or state agency of the State of Mississippi, or any governing authority or state agency of another state at a public auction held for the purpose of disposing of such vehicles or other equipment. Any purchase by a governing authority, under the exemption authorized by this paragraph (v) shall require advance authorization spread upon the minutes of the governing authority to include the listing of the item or items authorized to be purchased and the maximum bid authorized to be paid for each item or items.