



CONTRACT AGREEMENT

February 22, 2022

General Contractor/Customer:

City of Diamondhead
Attn: Jon McCraw
5000 Diamondhead Circle
Diamondhead, MS 39525
Phn: 228-222-4626 Ext. 1796
Cell: N/A
Email: JMcCraw@diamondhead.ms.gov

Subcontractor/Service Provider:

Mechanical Services, LLC
Attn: Ryan Halvin, Jesse Womack
214 Camellia Street, Suite 1
Waveland, MS 39576
Phn: 228-463-1771
Cell: 228-234-5429, 985-502-3136
Email: rhalvin@mechanicalservicellc.com
jwomack@mechanicalservicellc.com

Project: Diamondhead Police Department Upper-Level Unit Changeout

Location: Diamondhead Police Department Diamondhead, MS

Provide and install new 20 ton air handler and heat pump condenser serving upper level police department.

Lump sum price of **\$35,000.00**

- We will provide the labor and tools to remove the existing AHU and condenser.
- We will disconnect, flush, reconnect, and charge line set.
- We will disconnect and reconnect the duct.
- We will disconnect and reconnect power and controls on unit.
- Controls Building Automation Integration by others if applicable.
- Concrete Slab to relocate condenser included
- Core drilling included
- Rigging and hoisting included
- New electrical service included
- All applicable tax, shipping and freight is included in the price above.

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 thirty (30) 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: _____

Name: _____

Title: _____

Title: _____

Date: _____

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.



Proposal

Gulf Coast Common Branch
764B LAKESIDE DR
MOBILE, AL 36693-5114
Phone: 866-607-6878
Fax: 866-867-3608

TO: City of Diamondhead
5000 Diamond Dr.
Diamondhead, MS 39525
Attn: Jon McCraw

Date: March 9, 2022
Project: Diamondhead Admin Building
Split System Replacement
Proposal Ref: 11211965

Per customers specs we propose to furnish the materials and/or perform the work described below for the net price of: \$56,908.53

FIFTY-SIX THOUSAND, NINE HUNDRED EIGHT AND 53/100 DOLLARS

For the above price, Johnson Controls is pleased offer the following comprehensive solution:

Upon Contract Award, Johnson Controls Will Proceed With

1. Confirm with owner equipment selection and system modifications
2. Meeting with owner to confirm scopes, project plan, and proposed cost
3. Execution per proposal and in within proposed cost
4. Provide single point of contact for installation and warranty

Base Proposal General Scope of Work

Provide and install (1) new Johnson Controls York Model 20ton R410a PD240C00A4AAA4

1. Heat Pump (outdoor unit)
2. Provide and install (1) new Johnson Controls York Model NM240C00E4BAA2 R410a AHU (indoor unit);
Heat package 2HN04603246
32 kW 460-3 Electric Heat and Low Ambient To 0° F2LA04702024

3. Mechanical installation including demolition, relocating outdoor unit to ground level,
installing piping to connect indoor and outdoor equipment,
4. Provide start up and commissioning of all JCI equipment

Base Proposal Detailed Scope of Work**1. Mobilization (daily)**

- a. Check in with assigned point of contact
- b. Perform JSA of the work area
- c. Coordinate with subcontractors if applicable

2. Demolition

- a. Shutdown existing indoor and outdoor unit
- b. Lock out / Tag out electrical power to units
- c. Reclaim refrigerant
- d. Remove, haul off, and recycle the existing units

Note: JCI to provide crane and forklift services to lift the existing units.

3. Installation

- a. Provide and install the new JCI York indoor and outdoor units

Note: JCI to provide crane and forklift services to lift the new units.

- b. Provide and install copper fittings and expansion valves to connect the new units to the line set.

Note:

- c. Provide start up and commissioning for the new units

4. Demobilization (daily)

- a. Clean up work area of all debris
- b. Check out with assigned point of contact

Note: Equipment lead times are subject to the factory production schedule at the time of order placement. Johnson Controls is not responsible for delays in equipment deliveries and associated impact on project schedule. Lead time for this equipment is 20-24 weeks

Clarifications & Exclusions

1. No taxes are included in the base proposal. If required, applicable taxes will be added to the billing invoice.
2. All labor is based on straight time defined as 10 hours a day, 4 days a week.
3. Owner is responsible for any structural, masonry, concrete, or roofing work.
4. Owner is responsible for schedule delays and/or added labor costs due to events out of JCI's control.
5. Owner is responsible for electrical disconnect and electrical wiring up to disconnect needed to relocate outdoor unit.
6. Owner requested tonnage increase and assumes responsibility for any issues that may occur.

Project Payment Terms

Fifty percent (50%) of the above price will be invoiced upon the execution of this Proposal. JCI will invoice Purchaser monthly for all materials delivered to the job or off-site storage and work performed. Terms of payment are 30 days from the date of the invoice. If Purchaser fails to make payment within such time period, all amounts due pursuant to this Proposal shall immediately become due and payable and Purchaser will be in default. Lien Waivers will be furnished upon request as the work progresses to the extent payments are received.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: April 30 2022

Name: _____

Title: _____

Date: _____

PO: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement. JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by JCI, for a period of one (1) year from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.