

CONTRACT**DINWIDDIE COUNTY**
REPLACE HVAC AT DINWIDDIE VOL FIRE DEPT

The Agreement is made this 24th day of July 2020, by and between **Warwick Plumbing & Heating Corporation dba Warwick Mechanical Group** of 4710 Richneil Road, Richmond, VA 23231 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, the Contractor is under contract to provide HVAC Maintenance and Repairs for the County and submitted a proposal for replacement of the HVAC System at Dinwiddie Volunteer Fire Department (Station 1); and

WHEREAS, the County accepted proposal; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) the Contract between Dinwiddie County and Warwick Mechanical Group dated September 19, 2017, and (3) the Contractor's proposal dated July 10, 2020. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to deliver and install all equipment no later than 30 days from the date of the contract.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than TEN THOUSAND NINE HUNDRED THIRTY-TWO AND 00/100 DOLLARS (\$10,932.00) (the "Contract Price). Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:

W. Kevin Massengill
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
accounting@dinwiddieva.us

Notice to Contractor shall be made to:

Ronald E. Clark, Jr.
Warwick Mechanical Group
4710 Richneil Road
Richmond, Virginia 23231
(804) 226-1200
lchalloner@wphcorp.com

- 5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Terms and Conditions.
- 6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
- 7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- 8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such court. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Warwick Mechanical Group

X *W. Kevin Massengill*

X *Laura Challoner*

W. Kevin Massengill
County Administrator

Print Name/Title:

Approved as to form:

Department Approval:

X *W. K. R. R. R.*

X *Gene Jones*

Legal Counsel

Gene Jones
Director of Public Works



Service Division - 11048 Warwick Blvd., Newport News, VA 23601

PROPOSAL

Service Department Fax (757) 826-3220 Service Department Phone (757) 826-1200

Date: July 10, 2020

To: Gene Jones Dinwiddie County	Project: Replace 5 ton furnace, coil and condenser at Fire station 1
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Warwick Mechanical Group is pleased to submit our proposal to provide the following:

1. Isolate power to existing units
2. Remove light fixtures and ceiling tiles/ grid to demo the existing furnace and evaporator
3. Install new furnace and evaporator coil in existing location
4. Re connect to existing drain line with new Ez Trap float switch for overflow protection
5. Install new emergency overflow pan under unit in attic
6. Flush and re use existing refrigerant line set
7. Set new outdoor unit in same location as old
8. Connect refrigeration piping, pressure test, and pull vacuum to proper micron level
9. Reconnect to existing electrical
10. Start up and verify proper operation
11. Reassemble the ceiling grid and light fixture

Exclusions: Any work not listed above, overtime or weekend work. Line set replacement not included. Painting and drywall services not included

We propose to furnish all labor and materials, complete in accordance with the above specifications for the amount of \$10,932.00

General Provisions:

1. Above prices are complete including labor, materials, applicable taxes, and permit fee's unless otherwise noted.
2. Parts, materials, and labor are warranted for a period of one year from the date of installation. Additional parts and material warranties may be available but limited to the manufacturers terms.
3. Acceptance of this proposal, written or otherwise, constitutes your understanding and acceptance of the proposed work.
4. This proposal will remain valid for thirty (30) days.
5. A convenience fee of 3.5% will be applied to payment by credit card.

by Logan Zember

Acceptance Signature: _____ Date: _____