

CONTRACT

DINWIDDIE COUNTY HVAC SYSTEMS MAINTENANCE AND REPAIRS

The Agreement is made this 19th day of September 2017, 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, pursuant to the Virginia Public Procurement Act, County solicited bids to provide maintenance and repairs of HVAC Systems to all Dinwiddie County government buildings; and

WHEREAS, Contractor submitted a bid for same, consistent with the specifications in the Invitation for Bids; and

WHEREAS, Contractor was selected as the lowest responsive and responsible bidder; and

WHEREAS, County has selected Contractor to provide maintenance and repairs of HVAC Systems, according to the specifications in the Invitation for Bids;

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) Invitation for Bids # 17-081117 including any addenda and (3) Contractor’s bid dated August 30, 2017. 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. **Term of Contract.** The term of this contract shall be for one (1) year beginning October 1, 2017, with the option for renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with the original contract.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for an annual cost of THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-THREE AND 00/100 DOLLARS (\$32,153.00) plus repairs as needed (the “Contract Price”). Price is broken down as follows:

1.	Courthouse	\$9,976.00
2.	Treasurer’s Office	\$207.00
3.	Pamplin Building	\$1,943.00

4.	Historic Courthouse	\$2,842.00
5.	IT Trailer	\$207.00
6.	Sheriff's Office*	\$2,197.00
7.	Sheriff's Training Center	\$547.00
8.	Library	\$450.00
9.	Animal Shelter	\$378.00
10.	Eastside Enhancement Center	\$2,888.00
11.	Sports Complex	\$910.00
12.	McKenney Gym	\$378.00
13.	Ragsdale Community Center	\$2,662.00
14.	Dinwiddie Vol Fire Dept	\$807.00
15.	Ford Vol Fire Dept	\$941.00
16.	McKenney Vol Fire Dept	\$602.00
17.	Namozine Vol Fire Dept	\$1,245.00
18.	Old Hickory Vol Fire Dept	\$764.00
19.	Public Safety Building	\$784.00
20.	Public Safety Tower – DeWitt	\$622.00
21.	Public Safety Tower – Dinwiddie	\$187.00
22.	Public Safety Tower – Wheelers Pond Road	\$302.00
23.	Public Safety Tower – Weakly Road	\$207.00
24.	House of Courthouse Road	\$107.00
	Total	\$32,153.00

**Three Goodman units from the Sheriff's Office/Jail were removed because they are no longer used. Price adjusted accordingly.*

Hourly Rate for Repairs during Business Hours \$85.00 hr
(Mon-Fri 8:30 am – 5:00 pm)

Hourly Rate for Repairs during weekend, holidays and after hours \$127.50 hr

Materials and Supplies for Repairs, Discount off of list price 15%

Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

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:

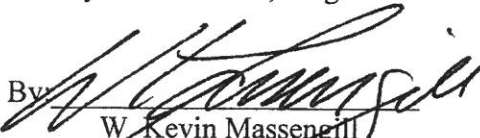
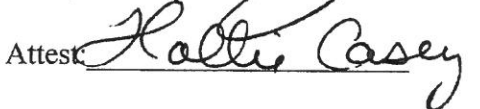
Ronald E. Clark, Jr.
Warwick Plumbing & Heating Corp
dba Warwick Mechanical Group

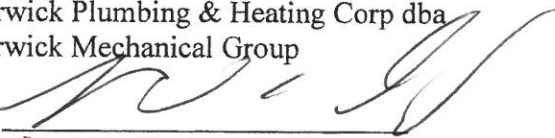

4710 Richneil Road
Richmond, Virginia 23231
(804) 226-1200
lchalloner@wphcorp.com

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 Invitation for Bids.

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 courts. 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
 By: 
 W. Kevin Massengill
 County Administrator
 Attest: 

Warwick Plumbing & Heating Corp dba
 Warwick Mechanical Group
 By: 
 RONALD E. CLARK JR
 Title: VICE PRESIDENT
 Attest: 

Approved as to form:


 Tyler Southall, County Attorney