

**CONTRACT**

**DINWIDDIE COUNTY**  
**HVAC SYSTEMS MAINTENANCE AND REPAIRS**

The Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between **Warwick Plumbing and Heating Corporation dba Warwick Mechanical Group**, of 11048 Warwick Blvd, Newport News, Virginia 23601 (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 proposals to provide HVAC preventive maintenance and repairs to all Dinwiddie County government buildings; and

**WHEREAS**, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

**WHEREAS**, Contractor was selected as the best overall value; and

**WHEREAS**, County has selected Contractor to provide goods/services;

**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) Request for Proposals # 23-072822 including any addenda, (3) Contractor’s revised pricing received September 9, 2022, (4) Contractor’s proposal dated August 17, 2022. 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.** This contract supersedes any previous contracts and goes into effect beginning October 1, 2022. Maintenance services shall be performed based on information in the RFP.
3. **Term of Contract.** The term of this contract shall be for one (1) year beginning October 1, 2022 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 or negotiated at the time of renewal.
4. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the unit prices listed below (the “Contract Price”):

<b>Item #</b>	<b>Description</b>	<b>Price per unit</b>
<i>Part A</i>	<i>Preventive Maintenance</i>	<i>Per Year</i>
1.	Courthouse	\$10,000.00

2.	Registrar's Office	\$210.00
3.	Pamplin Building	\$2,000.00
4.	Historic Courthouse	\$2,850.00
5.	Landfill Trailer	\$210.00
6.	Sheriff's Training Center	\$547.00
7.	Library	\$450.00
8.	Animal Shelter	\$380.00
9.	Eastside Enhancement Center	\$2,890.00
10.	Sports Complex	\$980.00
11.	McKenney Gym	\$380.00
12.	Ragsdale Community Center	\$2665.00
13.	Dinwiddie Vol Fire Dept	\$810.00
14.	Ford Vol Fire Dept	\$945.00
15.	McKenney Vol Fire Dept	\$605.00
16.	Namozine Vol Fire Dept	\$1,245.00
17.	Old Hickory Vol Fire Dept	\$765.00
18.	Information Technology Building	\$840.00
19.	Public Safety Tower – DeWitt	\$625.00
20.	Public Safety Tower – Dinwiddie	\$190.00
21.	Public Safety Tower – Wheelers Pond Road	\$302.00
22.	Public Safety Tower – Weakly Road	\$210.00
23.	House on Courthouse Rd	\$110.00
24.	Public Safety Building	\$3,800.00
25.	Government Center	\$8,547.00
26.	Pump House	\$518.00
	Grand Total of Part A (Items 1-25)	\$43,074.00
<i>Part B</i>	<i>Hourly Rates for Repairs</i>	<i>Per Hour</i>
27.	Hourly Rate for Repairs during business hours (Mon-Fri, 8:30 am – 5:00 pm)	\$95.00
28.	Hourly Rate for Repairs during weekends, holidays and after hours	\$142.50
29.	Materials and Supplies for Repairs, Discount off of list price	15%
30.	Hourly Rate for Control Repairs by Mid-Atlantic	\$145.00
31.	Hourly Rate for Control Repairs by Trane	\$210.00

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

5. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:  
Procurement  
Dinwiddie County  
P.O. Drawer 70

Notice to Contractor shall be made to:  
Laura Challoner  
Warwick Mechanical Group  
4710 Richneil Road

Dinwiddie, Virginia 23841  
(804) 469-4500  
Accounting@dinwiddieva.us

Henrico, Virginia 23231  
(804) 226-1200  
lchalloner@wphcorp.com

6. **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 Request for Proposals.
7. **Additional Users/Cooperative Procurement.** Per the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement", if authorized by the Contractor, this contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor's responsibility to notify the jurisdiction/public bodies of the availability of contract(s).
8. **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.
9. **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.
10. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.
11. **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

Warwick Mechanical Group

\_\_\_\_\_  
W. Kevin Massengill  
County Administrator

\_\_\_\_\_  
Print Name/Title:

Approved as to form:

Department Approval:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Gene Jones, Director of Public Works