

Town of Windsor

Memorandum

February 7, 2023

TO: The Honorable Mayor and Town Council

FROM: William G. Saunders, IV, Town Manager WGS IV

SUBJECT: Contract Extension for HVAC Maintenance for the Windsor Town Center (WTC)

Background

In January of 2022, the town contracted with Comfort Systems of Virginia (CSV) to provide HVAC maintenance services at the Windsor Town Center following a competitive solicitation.

Specifics

That contract was for one year and allowed for up to four annual extensions if both parties agreed to them. The contract also allowed for the vendor to have the opportunity to request revisions to the fee schedule of their services at the time of extension.

CSV has provided timely and professional service on the WTC HVAC under this contract; and has also provided plumbing services at the WTC outside of the contract during this time.

Due to the initial vendor in the solicitation failing to perform and CSV initiating their services following that, CSV has honored their original rate schedule for longer than a year during a time of abnormally high inflation. CSV requests that the town consider increases in the fee schedules on a few services for the next year's agreement.

In December, the Consumer Price Index for All Urban Consumers decreased 0.1 percent, seasonally adjusted, and rose 6.5 percent over the last 12 months, not seasonally adjusted. The index for all items less food and energy increased 0.3 percent in December (SA); up 5.7 percent over the year (NSA). CSV is requesting an increase of 6.5% to the below rates:

Technician Rate (Normal Hours) = Current Rate: \$85.00	New Rate: \$91.00
Laborer/Helper Rate (Normal Hours) = Current Rate: \$42.50	New Rate: \$45.00
Technician Rate (After Normal Hours) = Current Rate: \$127.50	New Rate: \$136.00
Laborer/Helper Rate (After Normal Hours) = Current Rate: \$63.75	New Rate: \$68.00
Technician Rate (Emergency Service) = Current Rate: \$127.50	New Rate: \$136.00
Laborer/Helper Rate (Emergency Service) = Current Rate: \$63.75	New Rate: \$68.00

I recommend that Town Council authorize the Town manager to proceed with the extension of the contract with Comfort Systems of Virginia, Inc. for one additional year at the revised rate schedule.

Enclosures
Agreement

Recommended Motion
Authorize Town Manager to extend agreement for one year at revised rate schedule

TOWN OF WINDSOR IFB #2020-01 HVAC Maintenance Services, Windsor, VA.

THIS AGREEMENT, made and entered into this 25th day of January 2022 by and between Town of Windsor, Virginia, hereinafter called the Owner, and **COMFORT SYSTEMS OF VIRGINIA, INC** hereinafter called the Contractor, whose address is 4116 S. Military Highway, Chesapeake, VA 23321.

WITNESSETH: WHEREAS, the Owner intends to have an annual HVAC maintenance performed at the Windsor Town Center Building, 23361 Courthouse Highway, Windsor, VA 23487, and,

WHEREAS, the Contractor agrees to perform the work for the rates and sums herein stated.

NOW THEREFORE, the Owner and the Contractor for the consideration hereinafter provided agree as follows:

ARTICLE 1. SCOPE OF WORK .

The work to be performed shall be on-call Heating, Ventilation and Air Conditioning (HVAC) Maintenance Services from the Contractor. The Contractor shall provide visual inspections, maintenance, repairs, and-or new installations of Town's heating, ventilation, and air conditioning (HVAC) systems (herein referred to "units") on the Windsor Town Center Building. Contractor shall provide all necessary supervision, labor, materials, tools, supplies, parts, equipment, and transportation necessary to perform "as needed" basis.

ARTICLE 2. TIME OF COMPLETION .

This is an annual contract starting on the date noted above and continuing for a period of one (1) year with four (4) additional years possible extension at the sole option of the Town.

ARTICLE 3. CONTRACT AMOUNTS .

The Owner agrees to pay the Contractor as work is performed and materials are purchased in accordance with the Rate Schedule attached.

ARTICLE 4. ESCALATION .

The Town of Windsor may consider price adjustments, after the initial contract term only if Contractor provides to the Town a written request for any such increases. Such requests shall be addressed to the Issuing Office and shall be accompanied by written verifications of said price increases by the Contractor. Requests for price increase adjustments are subject to the review and approval of the Owner.

ARTICLE 5. PAYMENT .

The Owner agrees to pay the Contractor the hourly rate noted in their Bid for the services required to repair or replace the HVAC equipment. The rate schedule can be found attached. (**Appendix A**)

ARTICLE 6. INDEBTEDNESS .

The Contractor must submit evidence in the form of actual time spent and material delivered to the project including payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the work have been paid. Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the work by the owner.

ARTICLE 7. ADDITIONAL WORK .

In its understood and agreed by the parties hereto that no money will be paid to the Contractor for any additional labor or materials furnished on any maintenance, equipment/parts replacement or service until the

Contractor has submitted the cost to the Owner beforehand and the Owner has approved. The Owner specifically reserves the right to modify or amend this contract and the sums due hereunder either by enlarging or restricting the scope of work.

ARTICLE 8. ACCEPTANCE

The work shall be inspected for acceptance by the Owner, his representative or the Construction Manager and promptly upon receipt of the notice from the Contractor that the work is complete and ready for inspection.

ARTICLE 9. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should disputes arise respecting the value of any work done, or any work omitted, or any extra work which the said Contractor may be required to perform, or respecting any other elements involved in this contract, the said dispute shall be brought to the attention of the Construction Manager or Owner's representative who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of the Windsor Town Manager and their decision shall be final and conclusive. Any claims, disputes or other matters in question between the parties to this Agreement shall not be subject to binding arbitration. Any and all claims or disputes, or other matters in question between the parties arising out of or relating to this Agreement or a breach thereof shall be resolved by appropriate proceedings in Isle of Wight County Circuit Court, and in no other forum.

ARTICLE 10. TERMINATION FOR BREACH, ETC

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors violate any of the provisions of this contract, the Owner may serve written notice upon him of its intention to terminate said contract; and unless, within ten (10) days after the serving of such notice, such violation shall cease, the Owner then may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor. The Owner may take possession of and utilize in completing the work, such materials, appliances, paint, and any other property belonging to the Contractor as may be on the site of the work and necessary therefore. The Owner may, at any time upon ten (10) days written notice to the Contractor, terminate (without prejudice to any right of remedy of the Owner) the whole or any portion of the work for the convenience of the Owner.

ARTICLE 11. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF.

The Owner may withhold from payment to the Contractor such an amount or amounts as, in its judgment, may be necessary to pay just claims against the Contractor or any subcontractor for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amounts on the payment of such claims in its discretion. In so doing, the Owner shall be deemed the agent of the Contractor and payments so made by the Owner shall be considered as payment made under the Contract by the Owner as to such payment made in good faith. Such payments may be made without prior determination of the claim or claims.

ARTICLE 12. LIABILITY AND INDEMNIFICATION

The Contractor agrees that it/he shall at all times protect and indemnify and save harmless, Town of Windsor and all institutions, agencies, departments, authorities and instrumentalities of the Town and any member of their governing bodies or of their boards or commissions or any of their elected or appointed officers or any of their employees or authorized volunteers from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, that occur or grow out of any acts, actions, work or other activity done by the said Contractor in the performance and execution of this Contract.

ARTICLE 13. SUBCONTRACTOR

No part of this contract shall be sublet by the Contractor without prior written approval of the Owner.


ARTICLE 14. LIQUIDATED DAMAGES (N/A)

ARTICLE 15. VIRGINIA PUBLIC PROCUREMENT ACT.

Contractor agrees to comply with all of the mandatory provisions of the Virginia Public Procurement Act, which are incorporated herein by reference, including those concerning non-discrimination, payment of subcontractors, employment of aliens, maintaining a drug free workplace and maintaining all state licenses and SCC corporate registration. Contractor's tax identification number is 16-1760140.

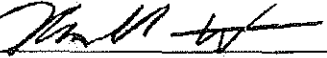
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR: Comfort Systems of Virginia, Inc.

BY:  Rhonda V. Bridgeman, President

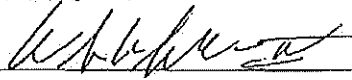
ATTEST

BY:  Crystal Gloeckner TITLE: Contract Administrator

BY:  Kendall Webster TITLE: Executive Assistant

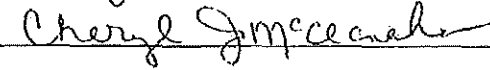
OWNER:

TOWN OF WINDSOR:

BY:  TITLE: Town Manager

ATTEST

BY:  TITLE: Town Clerk

BY:  TITLE: Town Treasurer

APPROVED AS TO FORM:

ATTORNEY

BY:  TITLE: Town Attorney