UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13, OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2018

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number: 1-13011

COMFORT SYSTEMS USA, INC.
(Exact name of registrant as specified in its charter)

DELAWARE	**76-0526487**
(State or other jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)

675 Bering Drive
Suite 400
Houston, Texas 77057
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: **(713) 830-9600**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Exchange Act Rule 12b-2). Yes ☐ No ☒

The number of shares outstanding of the issuer's common stock as of April 19, 2018 was 37,109,941 (excluding treasury shares of 4,013,424).

COMFORT SYSTEMS USA, INC.
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FOR THE QUARTER ENDED MARCH 31, 2018

COMFORT SYSTEMS USA, INC.

CONSOLIDATED BALANCE SHEETS

(In Thousands, Except Share Amounts)

	March 31, 2018 (Unaudited)	December 31, 2017
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 25,219	$ 36,542
Billed accounts receivable, less allowance for doubtful accounts of $3,516 and $3,400, respectively	392,998	382,867
Unbilled accounts receivable	36,634	—
Other receivables	17,685	21,235
Inventories	11,029	10,303
Prepaid expenses and other	6,135	8,294
Costs and estimated earnings in excess of billings	2,093	30,116
Total current assets	491,793	489,357
PROPERTY AND EQUIPMENT, NET	88,298	87,591
GOODWILL	203,199	200,584
IDENTIFIABLE INTANGIBLE ASSETS, NET	78,332	76,044
DEFERRED TAX ASSETS	16,890	22,966
OTHER NONCURRENT ASSETS	4,206	4,578
Total assets	$ 882,718	$ 881,120
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current maturities of long-term debt	$ 1,113	$ 613
Accounts payable	128,249	132,011
Accrued compensation and benefits	56,199	69,217
Billings in excess of costs and estimated earnings	107,939	106,005
Accrued self-insurance	32,099	32,228
Other current liabilities	40,437	33,654
Total current liabilities	366,036	373,728
LONG-TERM DEBT	64,880	59,926
DEFERRED TAX LIABILITIES	4,835	2,263
OTHER LONG-TERM LIABILITIES	17,829	27,258
Total liabilities	453,580	463,175
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Preferred stock, $.01 par, 5,000,000 shares authorized, none issued and outstanding	—	—
Common stock, $.01 par, 102,969,912 shares authorized, 41,123,365 and 41,123,365 shares issued, respectively	411	411
Treasury stock, at cost, 4,035,263 and 3,936,291 shares, respectively	(69,322)	(63,519)
Additional paid-in capital	315,907	312,784
Retained earnings	182,142	168,269
Total stockholders' equity	429,138	417,945
Total liabilities and stockholders' equity	$ 882,718	$ 881,120

The accompanying notes are an integral part of these consolidated financial statements.

COMFORT SYSTEMS USA, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

(In Thousands, Except Per Share Data)

(Unaudited)

	Three Months Ended March 31,	
	2018	2017
REVENUE	$ 464,941	$ 380,588
COST OF SERVICES	375,888	304,634
Gross profit	89,053	75,954
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	70,023	63,247
GOODWILL IMPAIRMENT	—	1,105
GAIN ON SALE OF ASSETS	(211)	(154)
Operating income	19,241	11,756
OTHER INCOME (EXPENSE):		
Interest income	14	11
Interest expense	(713)	(390)
Changes in the fair value of contingent earn-out obligations	153	(26)
Other	38	18
Other income (expense)	(508)	(387)
INCOME BEFORE INCOME TAXES	18,733	11,369
PROVISION FOR INCOME TAXES	2,074	3,892
NET INCOME	$ 16,659	$ 7,477
INCOME PER SHARE:		
Basic	$ 0.45	$ 0.20
Diluted	$ 0.44	$ 0.20
SHARES USED IN COMPUTING INCOME PER SHARE:		
Basic	37,192	37,225
Diluted	37,628	37,724
DIVIDENDS PER SHARE	$ 0.075	$ 0.070

The accompanying notes are an integral part of these consolidated financial statements.

COMFORT SYSTEMS USA, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(In Thousands, Except Share Amounts)

	Common Stock		Treasury Stock		Additional Paid-In	Retained	Total Stockholders'
	Shares	Amount	Shares	Amount	Capital	Earnings	Equity
BALANCE AT DECEMBER 31, 2016	41,123,365	$ 411	(3,914,251)	$ (57,387)	$ 309,625	$ 123,984	$ 376,633
Net income	—	—	—	—	—	55,272	55,272
Issuance of Stock:							
Issuance of shares for options exercised	—	—	145,746	2,257	(205)	—	2,052
Issuance of restricted stock & performance stock	—	—	134,646	2,037	(421)	—	1,616
Shares received in lieu of tax withholding payment on vested restricted stock	—	—	(39,335)	(1,419)	—	—	(1,419)
Stock-based compensation	—	—	—	—	3,785	—	3,785
Dividends	—	—	—	—	—	(10,987)	(10,987)
Share repurchase	—	—	(263,097)	(9,007)	—	—	(9,007)
BALANCE AT DECEMBER 31, 2017	41,123,365	411	(3,936,291)	(63,519)	312,784	168,269	417,945
Net income (unaudited)	—	—	—	—	—	16,659	16,659
Issuance of Stock:							
Issuance of shares for options exercised (unaudited)	—	—	19,124	326	(88)	—	238
Issuance of restricted stock & performance stock (unaudited)	—	—	52,306	892	1,331	—	2,223
Shares received in lieu of tax withholding payment on vested restricted stock (unaudited)	—	—	(19,921)	(846)	—	—	(846)
Stock-based compensation (unaudited)	—	—	—	—	1,880	—	1,880
Dividends (unaudited)	—	—	—	—	—	(2,786)	(2,786)
Share repurchase (unaudited)	—	—	(150,481)	(6,175)	—	—	(6,175)
BALANCE AT MARCH 31, 2018 (unaudited)	41,123,365	$ 411	(4,035,263)	$ (69,322)	$ 315,907	$ 182,142	$ 429,138

The accompanying notes are an integral part of these consolidated financial statements.

COMFORT SYSTEMS USA, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In Thousands)

(Unaudited)

	Three Months Ended March 31, 2018	Three Months Ended March 31, 2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 16,659	$ 7,477
Adjustments to reconcile net income to net cash provided by operating activities—		
Amortization of identifiable intangible assets	3,827	1,562
Depreciation expense	5,413	4,577
Goodwill impairment	—	1,105
Bad debt expense	261	219
Deferred tax provision (benefit)	8,648	(1,077)
Amortization of debt financing costs	94	94
Gain on sale of assets	(211)	(154)
Changes in the fair value of contingent earn-out obligations	(153)	26
Stock-based compensation	2,793	1,333
Changes in operating assets and liabilities, net of effects of acquisitions and divestitures—		
(Increase) decrease in—		
Receivables, net	(3,542)	24,525
Inventories	(537)	(750)
Prepaid expenses and other current assets	3,388	659
Costs and estimated earnings in excess of billings and unbilled accounts receivable	(8,065)	(6,605)
Other noncurrent assets	296	465
Increase (decrease) in—		
Accounts payable and accrued liabilities	(15,663)	(16,299)
Billings in excess of costs and estimated earnings	(293)	(7,151)
Other long-term liabilities	(9,064)	47
Net cash provided by operating activities	3,851	10,053
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(5,588)	(5,077)
Proceeds from sales of property and equipment	366	292
Cash paid for acquisitions, net of cash acquired	(6,719)	(313)
Net cash used in investing activities	(11,941)	(5,098)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from revolving line of credit	20,000	—
Payments on revolving line of credit	(15,000)	—
Payments on other debt	(546)	(25)
Payments on capital lease obligations	—	(57)
Payments of dividends to stockholders	(2,786)	(2,608)
Share repurchase	(4,293)	(2,197)
Shares received in lieu of tax withholding	(846)	(632)
Proceeds from exercise of options	238	736
Deferred acquisition payments	—	(802)
Net cash used in financing activities	(3,233)	(5,585)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(11,323)	(630)
CASH AND CASH EQUIVALENTS, beginning of period	36,542	32,074
CASH AND CASH EQUIVALENTS, end of period	$ 25,219	$ 31,444

The accompanying notes are an integral part of these consolidated financial statements.

COMFORT SYSTEMS USA, INC.

CONDENSED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

March 31, 2018

(Unaudited)

1. Business and Organization

Comfort Systems USA, Inc., a Delaware corporation, provides comprehensive mechanical contracting services, which principally includes heating, ventilation and air conditioning ("HVAC"), plumbing, piping and controls, as well as off-site construction, electrical, monitoring and fire protection. We install, maintain, repair and replace products and systems throughout the United States. Approximately 39% of our consolidated 2018 revenue is attributable to installation of systems in newly constructed facilities, with the remaining 61% attributable to maintenance, repair and replacement services. The terms "Comfort Systems," "we," "us," or "the Company," refer to Comfort Systems USA, Inc. or Comfort Systems USA, Inc. and its consolidated subsidiaries, as appropriate in the context.

2. Summary of Significant Accounting Policies

Basis of Presentation

These interim statements should be read in conjunction with the historical Consolidated Financial Statements and related notes of Comfort Systems included in the Annual Report on Form 10-K as filed with the Securities and Exchange Commission ("SEC") for the year ended December 31, 2017 (the "Form 10-K").

The accompanying unaudited consolidated financial statements were prepared using generally accepted accounting principles for interim financial information and the instructions to Form 10-Q and applicable rules of Regulation S-X of the SEC. Accordingly, these financial statements do not include all the footnotes required by generally accepted accounting principles for complete financial statements and should be read in conjunction with the Form 10-K. We believe all adjustments necessary for a fair presentation of these interim statements have been included and are of a normal and recurring nature. The results of operations for interim periods are not necessarily indicative of the results for the full fiscal year.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions by management in determining the reported amounts of assets and liabilities, revenue and expenses and disclosures regarding contingent assets and liabilities. Actual results could differ from those estimates. The most significant estimates used in our financial statements affect revenue and cost recognition for construction contracts, the allowance for doubtful accounts, self-insurance accruals, deferred tax assets, warranty accruals, fair value accounting for acquisitions and the quantification of fair value for reporting units in connection with our goodwill impairment testing.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)." Topic 606 supersedes the revenue recognition requirements in "Revenue Recognition (Topic 605)" and requires entities to recognize revenue when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. We adopted Topic 606 as of January 1, 2018.

In accordance with Topic 606, we applied the modified retrospective method to those contracts which were not completed as of January 1, 2018. Under the modified retrospective method, the cumulative effect of applying the standard is recognized at the date of initial application. Results for reporting periods beginning after January 1, 2018 are presented under Topic 606, while prior period amounts are not adjusted and continue to be reported in accordance with our historic accounting under Topic 605.

In implementing Topic 606, we were required to recalculate the revenue earned on any work in process at the implementation date and to restate the revenue and cost of services as if Topic 606 had been followed from the inception of the contract. In recalculating costs and revenue under Topic 606 guidelines, we identified no material difference in the account balances. Since a material difference was not found, no retrospective analysis of account balance changes was required.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)". The standard requires lessees to recognize assets and liabilities for most leases. ASU 2016-02 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2018. Early adoption is permitted. ASU 2016-02's transition provisions are applied using a modified retrospective approach at the beginning of the earliest comparative period presented in the financial statements. Full retrospective application is prohibited. We are currently evaluating the potential impact of this authoritative guidance on our consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments". This standard provides guidance on how certain cash receipts and cash payments are presented and classified in the statement of cash flows and is intended to reduce diversity in practice with respect to these items. The standard is applied using a retrospective transition method and is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted. We adopted this standard on January 1, 2018 and the adoption did not have any impact on our consolidated financial statements.

Revenue Recognition

Revenue is recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services. Sales based taxes are excluded from revenue.

We provide comprehensive mechanical contracting services, which principally includes HVAC, plumbing, piping and controls, as well as off-site construction, electrical, monitoring and fire protection. We install, maintain, repair and replace products and systems throughout the United States. All of our revenue is recognized over time as we deliver goods and services to our customers. Revenue can be earned based on an agreed upon fixed price or based on actual costs incurred marked up at an agreed upon percentage.

For fixed price agreements, we use the percentage of completion method of accounting under which contract revenue recognizable at any time during the life of a contract is determined by multiplying expected total contract revenue by the percentage of contract costs incurred at any time to total estimated contract costs. More specifically, as part of the negotiation and bidding process to obtain installation contracts, we estimate our contract costs, which include all direct materials, labor and subcontract costs and indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs and depreciation costs. These contract costs are included in our results of operations under the caption "Cost of Services." Then, as we perform under those contracts, we measure costs incurred, compare them to total estimated costs to complete the contract and recognize a corresponding proportion of contract revenue. Labor costs are considered to be incurred as the work is performed. Subcontractor labor is recognized as the work is performed. Non-labor project costs consist of purchased equipment, prefabricated materials and other materials. Purchased equipment on our projects is substantially produced to job specifications and is a value-added element to our work. The costs are considered to be incurred when title is transferred to us, which typically is upon delivery to the work site. Prefabricated materials, such as ductwork and piping, are generally performed at our shops and recognized as contract costs when fabricated for the unique specifications of the job. Other materials costs are generally recorded when delivered to the work site. This measurement and comparison process requires updates to the estimate of total costs to complete the contract, and these updates may include subjective assessments and judgments.

We account for a contract when: (i) it has approval and commitment from both parties, (ii) the rights of the parties are identified, (iii) payment terms are identified, (iv) the contract has commercial substance, and (v) collectability of consideration is probable. We consider the start of a project to be when the above criteria have been met and we either have written authorization from the customer to proceed or an executed contract.

Selling, marketing and estimation costs incurred in relation to selling contracts are expensed as incurred. On rare occasions, we may incur significant expense related to selling a contract that we only incurred because we sold that contract. If this occurs, we capitalize that cost and amortize it on a straight-line basis over the expected life of the job. We do not currently have any capitalized selling, marketing, or estimation costs on our Balance Sheet and did not incur any impairment loss in the current year.

We generally do not incur significant incremental costs related to obtaining or fulfilling a contract prior to the start of a project. On rare occasions, when significant pre-contract costs are incurred, they are capitalized and amortized on a percentage of completion basis over the life of the contract. We do not currently have any capitalized obtaining or fulfillment costs on our Balance Sheet and did not incur any impairment loss on such costs in the current year.

Project contracts typically provide for a schedule of billings or invoices to the customer based on our job to date percentage of completion of specific tasks inherent in the fulfillment of our performance obligation(s). The schedules for such billings usually do not precisely match the schedule on which costs are incurred. As a result, contract revenue recognized in the statement of operations can and usually does differ from amounts that can be billed or invoiced to the customer at any point during the contract. Amounts by which cumulative contract revenue recognized on a contract as of a given date exceed cumulative billings and unbilled receivables to the customer under the contract are reflected as a current asset in our balance sheet under the caption "Costs and estimated earnings in excess of billings" and "Unbilled accounts receivable." Amounts by which cumulative billings to the customer under a contract as of a given date exceed cumulative contract revenue recognized on the contract are reflected as a current liability in our balance sheet under the caption "Billings in excess of costs and estimated earnings."

We typically invoice our customers with payment terms of net due in 30 days. It is common in the construction industry for a contract to specify specific more lenient payment terms allowing the customer 45 to 60 days to make their payment. It is also common for the contract in the construction industry to specify that a general contractor is not required to submit payments to a subcontractor until it has received those funds from the owner or funding source. In most instances we receive payment of our invoices between 30 to 90 days of the date of the invoice.

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account in ASC Topic 606. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied.

To determine the proper revenue recognition method for contracts, we evaluate whether two or more contracts should be combined and accounted for as one performance obligation and whether the combined or single contract should be accounted for as more than one performance obligation. This evaluation requires significant judgment and the decision to combine a group of contracts or separate the combined or single contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. For most of our contracts, the customer contracts with us to provide a significant service of integrating a complex set of tasks and components into a single project or capability (even if that single project results in the delivery of multiple units). Hence, the entire contract is accounted for as one performance obligation. Less commonly, however, we may promise to provide distinct goods or services within a contract in which case we separate the contract into more than one performance obligation. If a contract is separated into more than one performance obligation, we allocate the total transaction price to each performance obligation in an amount based on the estimated relative standalone selling prices of the promised goods or services underlying each performance obligation. We infrequently sell standard products with observable standalone sales. In cases where we do, the observable standalone sales are used to determine the standalone selling price. More frequently, we sell a customized customer specific solution, and in these cases we typically use the expected cost plus a margin approach to estimate the standalone selling price of each performance obligation.

We recognize revenue over time for all of our services as we perform them, because (i) control continuously transfers to that customer as work progresses and (ii) we have the right to bill the customer as costs are incurred. The customer typically controls the work in process as evidenced either by contractual termination clauses or by our rights to payment for work performed to date plus a reasonable profit to deliver products or services that do not have an alternative use to the Company.

Because of control transferring over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The selection of the method to measure progress towards completion requires judgment and is based on the nature of the products or services to be provided. We generally use the cost to cost measure of progress for our contracts as it best depicts the transfer of assets to the customer that occurs as we incur costs on our contracts. Under the cost to cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. Revenue, including estimated fees or profits, is recorded proportionally as costs are incurred. Costs to fulfill include labor, materials and subcontractors' costs, other direct costs and an allocation of indirect costs.

For a small portion of our business where our services are delivered in the form service maintenance agreements for existing systems to be repaired and maintained, as opposed to constructed, our performance obligation is to maintain the customer's mechanical system for a specific period of time. Similar to jobs, we recognize revenue over time; however, for service maintenance agreements where the full cost to provide services may not be known, we generally use an output method to recognize revenue, which is based on the amount of time we have provided our services out of the total time we have been contracted to perform those services.

Due to the nature of the work required to be performed on many of our performance obligations, the estimation of total revenue and cost at completion (the process described below in more detail) is complex, subject to many variables and requires significant judgment. On rare occasions, our long-term contracts may contain incentive fees or other provisions that can either increase or decrease the transaction price. These variable amounts generally are awarded upon achievement of certain performance metrics, program milestones or cost of completion date targets and can be based upon customer discretion. Variable amounts can result in additional revenue to us or can be a deduction from contract revenue if we fail to meet stated performance requirements. We include estimated amounts in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Our estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of our anticipated performance and all information (historical, current and forecasted) that is reasonably available to us.

Contracts are often modified to account for changes in contract specifications and requirements. We consider contract modifications to exist when the modification either creates new or changes the existing enforceable rights and obligations. Most of our contract modifications are for goods or services that are not distinct from the existing performance obligation(s). The effect of a contract modification on the transaction price, and our measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase or decrease) on a cumulative catchup basis.

We have a Company-wide policy requiring periodic review of the Estimate at Completion in which management reviews the progress and execution of our performance obligations and estimated remaining obligations. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion and the related program schedule, identified risks and opportunities and the related changes in estimates of revenue and costs. The risks and opportunities include management's judgment about the ability and cost to achieve the schedule (e.g., the number and type of milestone events), technical requirements (e.g., a newly developed product versus a mature product) and other contract requirements. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the availability of materials, the length of time to complete the performance obligation (e.g. to estimate increases in wages and prices for materials and related support cost allocations), execution by our subcontractors, the availability and timing of funding from our customer, and overhead cost rates, among other variables.

Based on this analysis, any adjustments to revenue, cost of services, and the related impact to operating income are recognized as necessary in the quarter they become known. These adjustments may result from positive program performance if we determine we will be successful in mitigating risks surrounding the technical, schedule and cost aspects of those performance obligations or realizing related opportunities and may result in an increase in operating income during the performance of individual performance obligations. Likewise, if we determine we will not be successful in mitigating these risks or realizing related opportunities these adjustments may result in a decrease in operating income. Changes in estimates of revenue, cost of services and the related impact to operating income are recognized quarterly on a cumulative catchup basis, which recognizes in the current period the cumulative effect of the changes on current and prior periods based on a performance obligation's percentage of completion. A significant change in one or more of these estimates could affect the profitability of one or more of our performance obligations. For projects where estimates of total costs to be incurred on a performance obligation exceed total estimates of revenue to be earned, a provision for the entire loss on the performance obligation is recognized in the period the loss is determined.

The Company typically does not incur any returns, refunds, or similar obligations after the completion of the performance obligation since any deficiencies are corrected during the course of the work or are included as a modification to revenue. The Company does offer an industry standard warranty on our work, which is most commonly for a one-year period. The vendors providing the equipment and materials are responsible for any failures in their product unless installed incorrectly. We include an estimated amount to cover estimated warranty expense in our Cost of Services and record a liability on our Balance Sheet to cover our current estimated outstanding warranty obligations.

Prior to implementing ASC 606 on January 1, 2018, our methods for recognizing revenue were very similar to our current method under ASC 606. We used the actual cost as a percent of total expected cost at completion to estimate our percentage complete on fixed price jobs, a mark-up of costs for jobs where revenue was based on time and materials incurred and elapsed time for those service maintenance contracts where the full cost to provide the services cannot be reasonably estimated. Furthermore, our process for allocating transaction price to performance obligations is also substantially similar to prior years where, in most cases, a contract is one performance obligation. In those cases where a contract is determined to have more than one performance obligation, the contract price is allocated to each performance obligation based on its standalone sales price.

In the first quarter of 2018, net revenue recognized from our performance obligations satisfied in previous periods was not material.

Disaggregation of Revenue

We disaggregate our revenue from contracts with customers by activity, customer type and contract type, as we believe it best depicts how the nature, amount, timing and uncertainty of our revenue and cash flows are affected by economic factors. Our consolidated 2018 revenue was derived from the following service activities, all of which are in the mechanical services industry, the single industry segment we serve. See details in the following tables (dollars in thousands):

	Three Months Ended March 31,			
Revenue by Service Provided	**2018**		**2017**	
HVAC and Plumbing	$ 424,017	91 %	$ 338,723	89 %
Building Automation Control Systems	20,045	4 %	22,835	6 %
Other	20,879	5 %	19,030	5 %
Total	$ 464,941	100 %	$ 380,588	100 %

Revenue by Type of Customer	Three Months Ended March 31, 2018		2017	
Industrial	$ 100,100	22 %	$ 87,614	23 %
Education	88,203	19 %	61,588	16 %
Office Buildings	69,120	15 %	52,434	14 %
Healthcare	63,183	14 %	51,767	14 %
Government	36,147	8 %	36,236	10 %
Retail, Restaurants and Entertainment	52,787	11 %	45,225	12 %
Multi-Family and Residential	33,052	7 %	26,870	7 %
Other	22,349	4 %	18,854	4 %
Total	$ 464,941	100 %	$ 380,588	100 %

Revenue by Activity Type	Three Months Ended March 31, 2018		2017	
New Construction	$ 183,437	39 %	$ 148,511	39 %
Existing Building Construction	155,197	33 %	118,266	31 %
Service Projects	40,175	9 %	42,609	11 %
Service Calls, Maintenance and Monitoring	86,132	19 %	71,202	19 %
Total	$ 464,941	100 %	$ 380,588	100 %

Accounts Receivables

Accounts Receivable, include amounts billed and billable from work completed in which we have billed or have an unconditional right to bill our customers. The amounts due are stated at their net estimated realizable value. We maintain an allowance for doubtful accounts to provide for the estimated amount of receivables that will not be collected. The allowance is based upon an assessment of customer creditworthiness, historical payment experience, the age of outstanding receivables and collateral to the extent applicable.

Contract Assets and Liabilities

Contract assets include unbilled amounts typically resulting from sales under long term contracts when the cost to cost method of revenue recognition is used and revenue recognized exceeds the amount billed to the customer and right to payment is conditional, subject to completing a milestone, such as a phase of the project. Contract assets are generally classified as current.

Contract liabilities consist of advance payments and billings in excess of revenue recognized. Our contract assets and liabilities are reported in a net position on a contract by contract basis at the end of each reporting period. We classify advance payments and billings in excess of revenue recognized as current. It is very unusual for us to have advanced payments with a term of greater than one year; therefore, our contract assets are usually all current. If we have advanced payments with a term greater than one year, the noncurrent portion of advanced payments would be included in other long-term liabilities in our consolidated balance sheets.

The following table presents the changes in contract assets and contract liabilities (in thousands):

	Contract Assets	Contract Liabilities
Balance at beginning of period	$ 30,116	$ 106,005
Change due to acquisitions	546	2,227
Change due to conditional versus unconditional	411	—
Reclassified to unbilled accounts receivable	(28,980)	—
Change in timing for performance obligation to be satisfied	—	(293)
Balance at March 31, 2018	$ 2,093	$ 107,939

In the first quarters of 2018 and 2017, we recognized revenue of $85.5 million and $69.9 million related to our contract liabilities at January 1, 2018 and January 1, 2017, respectively.

We did not have any impairment losses recognized on our receivables or contract assets in the first quarters of 2018 and 2017.

Remaining Performance Obligations

Remaining construction performance obligations represent the remaining transaction price of firm orders for which work has not been performed and excludes unexercised contract options. As of March 31, 2018, the aggregate amount of the transaction price allocated to remaining performance obligations was $1.08 billion. The Company expects to recognize revenue on approximately 85% of the remaining performance obligations over the next 12 months, with the remaining recognized thereafter. Our service maintenance agreements are generally one-year renewable agreements. We have adopted the practical expedient that allows us to not include service maintenance contracts less than one year, therefore we do not report unfulfilled performance obligations for service maintenance agreements.

Income Taxes

We conduct business throughout the United States. Our effective tax rate changes based upon our relative profitability, or lack thereof, in states with varying tax rates and rules. In addition, discrete items, such as tax law changes, judgments and legal structures can impact our effective tax rate. These items can also include the tax treatment for impairment of goodwill and other intangible assets, changes in fair value of acquisition-related assets and liabilities, tax reserves for uncertain tax positions, accounting for losses associated with underperforming operations and noncontrolling interests.

Our provision for income taxes was reduced by $2.8 million in the first quarter of 2018 due to a decrease in unrecognized tax benefits from the filing of a federal income tax automatic accounting method change application.

Financial Instruments

Our financial instruments consist of cash and cash equivalents, accounts receivable, other receivables, accounts payable, life insurance policies, notes to former owners, capital leases and a revolving credit facility. We believe that the carrying values of these instruments on the accompanying balance sheets approximate their fair values.

Segment Disclosure

Our activities are within the mechanical services industry, which is the single industry segment we serve. Each operating unit represents an operating segment and these segments have been aggregated, as the operating units meet all of the aggregation criteria.

3. Fair Value Measurements

We classify and disclose assets and liabilities carried at fair value in one of the following three categories:

- Level 1—quoted prices in active markets for identical assets and liabilities;
- Level 2—observable market based inputs or unobservable inputs that are corroborated by market data; and
- Level 3—significant unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

The following table summarizes the fair values, and levels within the fair value hierarchy in which the fair value measurements fall, for assets and liabilities measured on a recurring basis as of March 31, 2018 and December 31, 2017 (in thousands):

	Fair Value Measurements at March 31, 2018			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 25,219	$ —	$ —	$ 25,219
Life insurance—cash surrender value	$ —	$ 2,950	$ —	$ 2,950
Contingent earn-out obligations	$ —	$ —	$ 8,542	$ 8,542

	Fair Value Measurements at December 31, 2017			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 36,542	$ —	$ —	$ 36,542
Life insurance—cash surrender value	$ —	$ 3,128	$ —	$ 3,128
Contingent earn-out obligations	$ —	$ —	$ 7,993	$ 7,993

Cash and cash equivalents consist primarily of highly rated money market funds at a variety of well-known institutions with original maturities of three months or less. The original cost of these assets approximates fair value due to their short-term maturity. The carrying value of our borrowings associated with the Revolving Credit Facility approximate its fair value due to the variable rate on such debt.

One of our operations has life insurance policies covering 42 employees with a combined face value of $31.3 million. The policy is invested in mutual funds and the fair value measurement of the cash surrender balance associated with these policies is determined using Level 2 inputs within the fair value hierarchy and will vary with investment performance. The cash surrender value of these policies was $3.0 million as of March 31, 2018 and $3.1 million as of December 31, 2017. These assets are included in “Other Noncurrent Assets” in our consolidated balance sheets.

We value contingent earn-out obligations using a probability weighted discounted cash flow method. This fair value measurement is based on significant unobservable inputs in the market and thus represents a Level 3 measurement within the fair value hierarchy. This analysis reflects the contractual terms of the purchase agreements (e.g., minimum and maximum payments, length of earn-out periods, manner of calculating any amounts due, etc.) and utilizes assumptions with regard to future cash flows, probabilities of achieving such future cash flows and a discount rate. The contingent earn-out obligations are measured at fair value each reporting period and changes in estimates of fair value are recognized in earnings.

The table below presents a reconciliation of the fair value of our contingent earn-out obligations that use significant unobservable inputs (Level 3) (in thousands).

Balance at beginning of year	$ 7,993
Issuances	1,000
Settlements	(298)
Adjustments to fair value	(153)
Balance at March 31, 2018	$ 8,542

We measure certain assets at fair value on a nonrecurring basis. These assets are recognized at fair value when they are deemed to be other-than-temporarily impaired. During the first quarter of 2017, we recorded a goodwill impairment charge of $1.1 million based on Level 3 measurements. See Note 5 “Goodwill” for further discussion. We did not recognize any impairments, in the current year, on those assets required to be measured at fair value on a nonrecurring basis.

4. Acquisitions

On April 1, 2017, we acquired all of the issued and outstanding stock of BCH Holdings, Inc. and each of its wholly-owned subsidiaries (collectively “BCH”) for $121.3 million of which $97.0 million was allocated to goodwill and identifiable intangible assets. The total purchase price included $95.4 million in cash, $14.3 million in notes payable to former owners and an $11.6 million contingent earn-out obligation. BCH is an integrated, single-source provider of mechanical service, maintenance and construction with headquarters in Tampa, Florida and operations throughout the southeastern region of the United States, which reports as a separate operating location.

We completed two acquisitions in the first quarter of 2018 with a total purchase price of $10.6 million for the three months ended March 31, 2018. In addition to the BCH acquisition, we completed four additional acquisitions in 2017. The total purchase price for these acquisitions, including earn-outs, was $9.4 million. These acquisitions were not material and were "tucked-in" with existing operations.

The results of operations of acquisitions are included in our consolidated financial statements from their respective acquisition dates. Our consolidated balance sheet includes preliminary allocations of the purchase price to the assets acquired and liabilities assumed for the applicable acquisition pending the completion of the final valuation of intangible assets and accrued liabilities. The acquisitions completed in the current and prior year were not material, individually or in the aggregate. Additional contingent purchase price ("earn-out") has been or will be paid if certain acquisitions achieve predetermined profitability targets. Such earn-outs are not subject to the continued employment of the sellers.

5. Goodwill

The changes in the carrying amount of goodwill are as follows (in thousands):

	March 31, 2018	December 31, 2017
Balance at beginning of year	$ 200,584	$ 149,208
Additions (See Note 4)	2,615	52,481
Impairment adjustment	—	(1,105)
Balance at end of period	$ 203,199	$ 200,584

We recorded a goodwill impairment charge of $1.1 million during the first quarter of 2017. Based on changes to our market strategy that occurred in March 2017 related to our reporting unit based in California, we reevaluated our projected future earnings for this operating location. When the carrying value of a given reporting unit exceeds its fair value, a goodwill impairment loss is recorded for this difference, not to exceed the carrying amount of goodwill. Based upon our projected future earnings for this location, we could no longer support the related goodwill balance and therefore the goodwill associated with this location was fully impaired. The fair value was estimated using a discounted cash flow model.

6. Debt Obligations

Debt obligations consist of the following (in thousands):

	March 31, 2018	December 31, 2017
Revolving credit facility	$ 50,000	$ 45,000
Notes to former owners	15,813	15,325
Other debt	180	214
Total debt	65,993	60,539
Less—current portion	(1,113)	(613)
Total long-term portion of debt	$ 64,880	$ 59,926

Revolving Credit Facility

We have a $325.0 million senior credit facility (the "Facility") provided by a syndicate of banks, with a $100 million accordion option. The Facility, which is available for borrowings and letters of credit, expires in February 2021 and is secured by a first lien on substantially all of our personal property except for assets related to projects subject to surety bonds and assets held by certain unrestricted subsidiaries and a second lien on our assets related to projects subject to surety bonds. As of March 31, 2018, we had $50.0 million of outstanding borrowings, $33.6 million in letters of credit outstanding and $241.4 million of credit available.

There are two interest rate options for borrowings under the Facility, the Base Rate Loan Option and the Eurodollar Rate Loan Option. These rates are floating rates determined by the broad financial markets, meaning they can and do move up and down from time to time. Additional margins are then added to these two rates.

The following is a summary of the additional margins:

	Consolidated Total Indebtedness to Credit Facility Adjusted EBITDA			
	Less than 0.75	**0.75 to 1.50**	**1.50 to 2.25**	**2.25 or greater**
Additional Per Annum Interest Margin Added Under:				
Base Rate Loan Option	0.25 %	0.50 %	0.75 %	1.00 %
Eurodollar Rate Loan Option	1.25 %	1.50 %	1.75 %	2.00 %

The weighted average interest rate applicable to the borrowings under the Facility was approximately 3.1% as of March 31, 2018.

Certain of our vendors require letters of credit to ensure reimbursement for amounts they are disbursing on our behalf, such as to beneficiaries under our self-funded insurance programs. We have also occasionally used letters of credit to guarantee performance under our contracts and to ensure payment to our subcontractors and vendors under those contracts. Our lenders issue such letters of credit through the Facility for a fee. We have never had a claim made against a letter of credit that resulted in payments by a lender or by us and believe such a claim is unlikely in the foreseeable future. The letter of credit fees range from 1.25% to 2.00% per annum, based on the ratio of Consolidated Total Indebtedness to Credit Facility Adjusted EBITDA, as defined in the credit agreement.

Commitment fees are payable on the portion of the revolving loan capacity not in use for borrowings or letters of credit at any given time. These fees range from 0.20% to 0.35% per annum, based on the ratio of Consolidated Total Indebtedness to Credit Facility Adjusted EBITDA, as defined in the credit agreement.

The Facility contains financial covenants defining various financial measures and the levels of these measures with which we must comply. Covenant compliance is assessed as of each quarter end.

The Facility’s principal financial covenants include:

Leverage Ratio—The Facility requires that the ratio of our Consolidated Total Indebtedness to our Credit Facility Adjusted EBITDA not exceed 2.75 to 1.00 as of the end of each fiscal quarter. The leverage ratio as of March 31, 2018 was 0.4.

Fixed Charge Coverage Ratio—The Facility requires that the ratio of (a) Credit Facility Adjusted EBITDA, less non-financed capital expenditures, provision for income taxes, dividends and amounts used to repurchase stock to (b) the sum of interest expense and scheduled principal payments of indebtedness be at least 2.00 to 1.00; provided that the calculation of the fixed charge coverage ratio excludes stock repurchases and the payment of dividends at any time that the Company’s Net Leverage Ratio does not exceed 1.50 to 1.00. The Facility also allows the fixed charge coverage ratio not to be reduced for stock repurchases through September 30, 2015 in an aggregate amount not to exceed $25 million and for stock repurchases made after February 22, 2016 but on or prior to December 31, 2017 in an aggregate amount not to exceed $25 million, if at the time of and after giving effect to such repurchase the Company’s Net Leverage Ratio was less than or equal to 1.50 to 1.00. Capital expenditures, provision for income taxes, dividends and stock repurchase payments are defined under the Facility for purposes of this covenant to be amounts for the four quarters ending as of any given quarterly covenant compliance measurement date. The fixed charge coverage ratio as of March 31, 2018 was 19.9.

Other Restrictions—The Facility permits acquisitions of up to $30.0 million per transaction, provided that the aggregate purchase price of all such acquisitions in the same fiscal year does not exceed $65.0 million. However, these limitations only apply when the Company's Total Leverage Ratio is greater than 2.00 to 1.00.

While the Facility's financial covenants do not specifically govern capacity under the Facility, if our debt level under the Facility at a quarter-end covenant compliance measurement date were to cause us to violate the Facility's leverage ratio covenant, our borrowing capacity under the Facility and the favorable terms that we currently have could be negatively impacted by the lenders.

We were in compliance with all of our financial covenants as of March 31, 2018.

Notes to Former Owners

As part of the consideration used to acquire three companies, we have outstanding notes to the former owners. These notes had an outstanding balance of $15.8 million as of March 31, 2018. In conjunction with a small acquisition in the first quarter of 2018, we issued a subordinated note to former owners with an outstanding balance of $1.0 million as of March 31, 2018 that bears interest, payable quarterly, at a weighted average interest rate of 2.5%. The principal is due in equal installments in January 2019 and 2020. In conjunction with the BCH acquisition in the second quarter of 2017, we issued a promissory note to former owners with an outstanding balance of $14.3 million as of March 31, 2018 that bears interest, payable quarterly, at a weighted average interest rate of 3.0%. The principal is due in equal installments in April 2020 and 2021. In conjunction with the Shoffner acquisition in the first quarter of 2016, we issued a subordinated note to former owners with an outstanding balance of $0.5 million as of March 31, 2018 that bears interest, payable quarterly, at a weighted average interest rate of 3.0%. The principal is due in February 2019.

Other Debt

As part of the Shoffner acquisition, we acquired debt with an outstanding balance at the acquisition date of $0.4 million with principal and interest due the last day of every month; ending on the December 30, 2019 maturity date. The interest rate is the one month LIBOR rate plus 2.25%. As of March 31, 2018, $0.2 million of the note was outstanding, of which $0.1 million was considered current.

7. Commitments and Contingencies

Claims and Lawsuits

We are subject to certain legal and regulatory claims, including lawsuits arising in the normal course of business. We maintain various insurance coverages to minimize financial risk associated with these claims. We have estimated and provided accruals for probable losses and related legal fees associated with certain litigation in the accompanying consolidated financial statements. While we cannot predict the outcome of these proceedings, in management's opinion and based on reports of counsel, any liability arising from these matters individually and in the aggregate will not have a material effect on our operating results, cash flows or financial condition, after giving effect to provisions already recorded.

Surety

Many customers, particularly in connection with new construction, require us to post performance and payment bonds issued by a financial institution known as a surety. If we fail to perform under the terms of a contract or to pay subcontractors and vendors who provided goods or services under a contract, the customer may demand that the surety make payments or provide services under the bond. We must reimburse the surety for any expenses or outlays it incurs. To date, we are not aware of any losses to our sureties in connection with bonds the sureties have posted on our behalf, and do not expect such losses to be incurred in the foreseeable future.

Surety market conditions have seen some strengthening as the commercial construction markets have started to rebound. Bonding capacity remains adequate in the current market conditions along with acceptable terms and conditions. Historically, approximately 20% to 30% of our business has required bonds. While we currently have strong surety relationships to support our bonding needs, future market conditions or changes in the sureties' assessment of our operating and financial risk could cause the sureties to decline to issue bonds for our work. If that were to occur, the alternatives include doing more business that does not require bonds, posting other forms of collateral for project performance such as letters of credit or cash, and seeking bonding capacity from other sureties. We would likely also encounter concerns from customers, suppliers and other market participants as to our creditworthiness. While we believe our general operating and financial characteristics would enable us to ultimately respond effectively to an interruption in the availability of bonding capacity, such an interruption would likely cause our revenue and profits to decline in the near term.

Self-Insurance

We are substantially self-insured for workers' compensation, employer's liability, auto liability, general liability and employee group health claims, in view of the relatively high per-incident deductibles we absorb under our insurance arrangements for these risks. Losses are estimated and accrued based upon known facts, historical trends and industry averages. Estimated losses in excess of our deductible, which have not already been paid, are included in our accrual with a corresponding receivable from our insurance carrier. Loss estimates associated with the larger and longer-developing risks, such as workers' compensation, auto liability and general liability, are reviewed by a third-party actuary quarterly.

8. Stockholders' Equity

Earnings Per Share

Basic earnings per share ("EPS") is computed by dividing net income by the weighted average number of shares of common stock outstanding during the year. Diluted EPS is computed considering the dilutive effect of stock options, restricted stock, restricted stock units and performance stock units. The vesting of unvested contingently issuable performance stock units is based on the achievement of certain earnings per share targets and total shareholder return. These shares are considered contingently issuable shares for purposes of calculating diluted earnings per share. These shares are not included in the diluted earnings per share denominator until the performance criteria are met, if it is assumed that the end of the reporting period was the end of the contingency period.

Unvested restricted stock, restricted stock units and performance stock units are included in diluted earnings per share, weighted outstanding until the shares and units vest. Upon vesting, the vested restricted stock, restricted stock units and performance stock units are included in basic earnings per share weighted outstanding from the vesting date.

There were less than 0.1 million anti-dilutive stock options excluded from the calculation of diluted EPS for the three months ended March 31, 2018 and for the three months ended March 31, 2017.

The following table reconciles the number of shares outstanding with the number of shares used in computing basic and diluted earnings per share for each of the periods presented (in thousands):

	Three Months Ended March 31,	
	2018	**2017**
Common shares outstanding, end of period	37,088	37,226
Effect of using weighted average common shares outstanding	104	(1)
Shares used in computing earnings per share—basic	37,192	37,225
Effect of shares issuable under stock option plans based on the treasury stock method	317	335
Effect of restricted and contingently issuable shares	119	164
Shares used in computing earnings per share—diluted	37,628	37,724

Share Repurchase Program

On March 29, 2007, our Board of Directors (the "Board") approved a stock repurchase program to acquire up to 1.0 million shares of our outstanding common stock. Subsequently, the Board has from time to time increased the number of shares that may be acquired under the program and approved extensions of the program. Since the inception of the repurchase program, the Board has approved 8.1 million shares to be repurchased. As of March 31, 2018, we have repurchased a cumulative total of 7.8 million shares at an average price of $14.28 per share under the repurchase program.

The share repurchases will be made from time to time at our discretion in the open market or privately negotiated transactions as permitted by securities laws and other legal requirements, and subject to market conditions and other factors. The Board may modify, suspend, extend or terminate the program at any time. During the three months ended March 31, 2018, we repurchased 0.2 million shares for approximately $6.2 million at an average price of $41.04 per share. Approximately 46,000 shares were purchased in March 2018, but were not paid for until April 2018.

9. Subsequent Events

On April 18, 2018, the Company entered into Amendment No. 5 to Second Amended and Restated Credit Agreement and Amendment to Other Loan Documents (the "Fifth Amendment" and, together with the Facility, the "Amended Facility") with a syndicate of banks. The Amended Facility is secured by a first lien on substantially all of the Company's personal property except for assets related to projects subject to surety bonds and assets held by certain unrestricted subsidiaries and a second lien on the Company's assets related to projects subject to surety bonds. The Amended Facility provides an increased line of credit to the Company from $325 million to $400 million, with a $100 million accordion option. The line of credit includes up to $125 million issuable in the form of letters of credit. The Amended Facility will expire in April 2023.

In April 2018, we entered into settlement agreements with British Petroleum ("BP") related to two claims from one of our subsidiaries regarding the April 2010 BP Deepwater Horizon oil spill. We expect to record a gain of $3.5 million to $4.0 million in the second quarter of 2018 in "Other Income" as a result of these settlements. We do not have any remaining subsidiaries with outstanding claims against BP related to this matter.

Item 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following discussion and analysis should be read in conjunction with our historical Consolidated Financial Statements and related notes included elsewhere in this Form 10-Q and the Annual Report on Form 10-K filed with the Securities and Exchange Commission for the year ended December 31, 2017 (the "Form 10-K"). This discussion contains "forward-looking statements" regarding our business and industry within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on our current plans and expectations and involve risks and uncertainties that could cause our actual future activities and results of operations to be materially different from those set forth in the forward-looking statements. Important factors that could cause actual results to differ include risks set forth in "Item 1A. Risk Factors" included in our Form 10-K. We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. The terms "Comfort Systems," "we," "us," or "the Company," refer to Comfort Systems USA, Inc. or Comfort Systems USA, Inc. and its consolidated subsidiaries, as appropriate in the context.

Introduction and Overview

We are a national provider of comprehensive mechanical installation, renovation, maintenance, repair and replacement services within the mechanical services industry. We operate primarily in the commercial, industrial and institutional HVAC markets and perform most of our services within office buildings, retail centers, apartment complexes, manufacturing plants, and healthcare, education and government facilities.

Nature and Economics of Our Business

Approximately 81% of our revenue is earned on a project basis for installation of mechanical systems in newly constructed facilities or for replacement of systems in existing facilities. Customers hire us to ensure such systems deliver specified or generally expected heating, cooling, conditioning and circulation of air in a facility. This entails installing core system equipment such as packaged heating and air conditioning units, or in the case of larger facilities, separate core components such as chillers, boilers, air handlers, and cooling towers. We also typically install connecting and distribution elements such as piping and ducting. Our responsibilities usually require conforming the systems to pre-established engineering drawings and equipment and performance specifications, which we frequently participate in establishing. Our project management responsibilities include staging equipment and materials to project sites, deploying labor to perform the work, and coordinating with other service providers on the project, including any subcontractors we might use to deliver our portion of the work.

When competing for project business, we usually estimate the costs we will incur on a project, and then propose a bid to the customer that includes a contract price and other performance and payment terms. Our bid price and terms are intended to cover our estimated costs on the project and provide a profit margin to us commensurate with the value of the installed system to the customer, the risk that project costs or duration will vary from estimate, the schedule on which we will be paid, the opportunities for other work that we might forego by committing capacity to this project, and other costs that we incur to support our operations but which are not specific to the project. Typically customers will seek pricing from competitors for a given project. While the criteria on which customers select a service provider vary widely and include factors such as quality, technical expertise, on-time performance, post-project support and service, and company history and financial strength, we believe that price for value is the most influential factor for most customers in choosing a mechanical installation and service provider.

After a customer accepts our bid, we generally enter into a contract with the customer that specifies what we will deliver on the project, what our related responsibilities are, and how much and when we will be paid. Our overall price for the project is typically set at a fixed amount in the contract, although changes in project specifications or work conditions that result in unexpected additional work are usually subject to additional payment from the customer via what are commonly known as change orders. Project contracts typically provide for periodic billings to the customer as we meet progress milestones or incur cost on the project. Project contracts in our industry also frequently allow for a small portion of progress billings or contract price to be withheld by the customer until after we have completed the work. Amounts withheld under this practice are known as retention or retainage.

Labor and overhead costs account for the majority of our cost of service. Accordingly, labor management and utilization have the most impact on our project performance. Given the fixed price nature of much of our project work, if our initial estimate of project costs is wrong or we incur cost overruns that cannot be recovered in change orders, we can experience reduced profits or even significant losses on fixed price project work. We also perform some project work on a cost-plus or a time and materials basis, under which we are paid our costs incurred plus an agreed-upon profit margin, and such projects are sometimes subject to a guaranteed maximum cost. These margins are frequently less than fixed-price contract margins because there is less risk of unrecoverable cost overruns in cost-plus or time and materials work.

As of March 31, 2018 we had 4,419 projects in process. Our average project takes six to nine months to complete, with an average contract price of approximately $563,000. Our projects generally require working capital funding of equipment and labor costs. Customer payments on periodic billings generally do not recover these costs until late in the job. Our average project duration together with typical retention terms as discussed above generally allow us to complete the realization of revenue and earnings in cash within one year. We have what we believe is a well-diversified distribution of revenue across end-use sectors that we believe reduces our exposure to negative developments in any given sector. Because of the integral nature of HVAC and related controls systems to most buildings, we have the legal right in almost all cases to attach liens to buildings or related funding sources when we have not been fully paid for installing systems, except with respect to some government buildings. The service work that we do, which is discussed further below, usually does not give rise to lien rights.

A stratification of projects in progress as of March 31, 2018, by contract price, is as follows:

Contract Price of Project	No. of Projects	Aggregate Contract Price Value (millions)
Under $1 million	3,919	$ 534.4
$1 million - $5 million	397	891.5
$5 million - $10 million	71	473.0
$10 million - $15 million	17	204.9
Greater than $15 million	15	386.3
Total	4,419	$ 2,490.1

In addition to project work, approximately 19% of our revenue represents maintenance and repair service on already installed HVAC and controls systems. This kind of work usually takes from a few hours to a few days to perform. Prices to the customer are based on the equipment and materials used in the service as well as technician labor time. We usually bill the customer for service work when it is complete, typically with payment terms of up to thirty days. We also provide maintenance and repair service under ongoing contracts. Under these contracts, we are paid regular monthly or quarterly amounts and provide specified service based on customer requirements. These agreements typically are for one or more years and frequently contain thirty- to sixty-day cancellation notice periods.

A relatively small portion of our revenue comes from national and regional account customers. These customers typically have multiple sites, and contract with us to perform maintenance and repair service. These contracts may also provide for us to perform new or replacement systems installation. We operate a national call center to dispatch technicians to sites requiring service. We perform the majority of this work with our own employees, with the balance being subcontracted to third parties that meet our performance qualifications.

Profile and Management of Our Operations

We manage our 36 operating units based on a variety of factors. Financial measures we emphasize include profitability, and use of capital as indicated by cash flow and by other measures of working capital principally involving project cost, billings and receivables. We also monitor selling, general, administrative and indirect project support expense, backlog, workforce size and mix, growth in revenue and profits, variation of actual project cost from original estimate, and overall financial performance in comparison to budget and updated forecasts. Operational factors we emphasize include project selection, estimating, pricing, management and execution practices, labor utilization, safety, training, and the make-up of both existing backlog as well as new business being pursued, in terms of project size, technical application and facility type, end-use customers and industries, and location of the work.

Most of our operations compete on a local or regional basis. Attracting and retaining effective operating unit managers is an important factor in our business, particularly in view of the relative uniqueness of each market and operation, the importance of relationships with customers and other market participants such as architects and consulting engineers, and the high degree of competition and low barriers to entry in most of our markets. Accordingly, we devote considerable attention to operating unit management quality, stability, and contingency planning, including related considerations of compensation, and non-competition protection where applicable.

Economic and Industry Factors

As a mechanical and building controls services provider, we operate in the broader nonresidential construction services industry and are affected by trends in this sector. While we do not have operations in all major cities of the United States, we believe our national presence is sufficiently large that we experience trends in demand for and pricing of our services that are consistent with trends in the national nonresidential construction sector. As a result, we monitor the views of major construction sector forecasters along with macroeconomic factors they believe drive the sector, including trends in gross domestic product, interest rates, business investment, employment, demographics, and the general fiscal condition of federal, state and local governments.

Spending decisions for building construction, renovation and system replacement are generally made on a project basis, usually with some degree of discretion as to when and if projects proceed. With larger amounts of capital, time, and discretion involved, spending decisions are affected to a significant degree by uncertainty, particularly concerns about economic and financial conditions and trends. We have experienced periods of time when economic weakness caused a significant slowdown in decisions to proceed with installation and replacement project work.

Operating Environment and Management Emphasis

Nonresidential building construction and renovation activity, as reported by the federal government, declined steeply over the four-year period from 2009 to 2012, and 2013 and 2014 activity levels were relatively stable at the low levels of the preceding years. During the three-year period from 2015 to 2017, there was an increase in overall activity levels and we currently expect that activity will continue at these improved levels during 2018.

As a result of our continued strong emphasis on cash flow, at March 31, 2018 we had a strong financial position, as discussed further in "Liquidity and Capital Resources" below. We have a credit facility in place with considerably less restrictive terms than those of our previous facilities; this facility does not expire until February 2021. We have strong surety relationships to support our bonding needs, and we believe our relationships with the surety markets are strong and benefit from our solid current results and financial position. We have generated positive free cash flow in each of the last nineteen calendar years and will continue our emphasis in this area. We believe that the relative size and strength of our balance sheet and surety support as compared to most companies in our industry represent competitive advantages for us.

As discussed at greater length in "Results of Operations" below, we expect price competition to continue as our customers and local and regional competitors respond cautiously to improved market conditions. We will continue our efforts to invest in our service business, to pursue the more active sectors in our markets, and to emphasize our regional and national account business. Our primary emphasis for 2018 has been on execution and cost control, but we are seeking growth based on our belief that industry conditions will continue to be strong in the near term, and we believe that activity levels will permit us to continue to earn solid profits while preserving and developing our workforce. We continue to focus on project qualification, estimating, pricing and management; and we are investing in growth and improved performance.

Cyclicality and Seasonality

Historically, the construction industry has been highly cyclical. As a result, our volume of business, particularly in new construction projects and renovation, may be adversely affected by declines in new installation and replacement projects in various geographic regions of the United States during periods of economic weakness.

The HVAC industry is subject to seasonal variations. The demand for new installation and replacement is generally lower during the winter months (the first quarter of the year) due to reduced construction activity during inclement weather and less use of air conditioning during the colder months. Demand for HVAC services is generally higher in the second and third calendar quarters due to increased construction activity and increased use of air conditioning during the warmer months. Accordingly, we expect our revenue and operating results generally will be lower in the first calendar quarter.

Results of Operations (dollars in thousands):

	Three Months Ended March 31,			
	2018		2017	
Revenue	$ 464,941	100.0 %	$ 380,588	100.0 %
Cost of services	375,888	80.8 %	304,634	80.0 %
Gross profit	89,053	19.2 %	75,954	20.0 %
Selling, general and administrative expenses	70,023	15.1 %	63,247	16.6 %
Goodwill impairment	—	—	1,105	0.3 %
Gain on sale of assets	(211)	—	(154)	—
Operating income	19,241	4.1 %	11,756	3.1 %
Interest income	14	—	11	—
Interest expense	(713)	(0.2)%	(390)	(0.1)%
Changes in the fair value of contingent earn-out obligations	153	—	(26)	—
Other income (expense)	38	—	18	—
Income before income taxes	18,733	4.0 %	11,369	3.0 %
Provision for income taxes	2,074		3,892	
Net income	$ 16,659	3.6 %	$ 7,477	2.0 %

We had 36 operating locations as of December 31, 2017. We did not make any changes to operating locations during the first quarter. As of March 31, 2018, we had 36 operating locations. Acquisitions are included in our results of operations from the respective acquisition date. The same-store comparison from 2018 to 2017, as described below, excludes three months of results for BCH, which was acquired in April 2017. An operating location is included in the same-store comparison on the first day it has comparable prior year operating data.

Revenue—Revenue increased $84.4 million, or 22.2%, to $464.9 million for the first quarter of 2018 compared to the same period in 2017. The increase included a 6.7% increase related to the acquisition of BCH and a 15.5% increase in revenue related to same-store activity. The same-store revenue increase is primarily due to an increase in activity at one of our Texas operations ($11.9 million), our Wisconsin operation ($11.2 million), our North Carolina operation ($11.2 million) and one of our Virginia operations ($10.3 million).

Backlog reflects revenue still to be recognized under contracted or committed installation and replacement project work. Project work generally lasts less than one year. Service agreement revenue and service work and short duration projects, which are generally billed as performed, do not flow through backlog. Accordingly, backlog represents only a portion of our revenue for any given future period, and it represents revenue that is likely to be reflected in our operating results over the next six to twelve months. As a result, we believe the predictive value of backlog information is limited to indications of general revenue direction over the near term, and should not be interpreted as indicative of ongoing revenue performance over several quarters.

Backlog as of March 31, 2018 was $1.08 billion, a 13.7% increase from December 31, 2017 backlog of $948.4 million, and a 25.0% increase from March 31, 2017 backlog of $863.0 million. Sequential backlog increased primarily due to increased project bookings at one of our Virginia operations ($41.8 million), our North Carolina operation ($22.1 million) and one of our Florida operations ($21.9 million). The year-over-year backlog increase included the acquisition of BCH ($51.9 million) and a same-store increase of $163.7 million or 19.0%. Same-store backlog increased primarily due to increased project bookings at our North Carolina operation ($80.4 million), one of our Virginia operations ($37.1 million) and our Colorado operation ($23.7 million).

Gross Profit—Gross profit increased $13.1 million, or 17.2%, to $89.1 million for the first quarter of 2018 as compared to the same period in 2017. The increase included a 6.6% increase related to the acquisition of BCH and a 10.6% increase in same-store activity. The same-store increase in gross profit was primarily due to increased volumes at our Wisconsin operations ($2.6 million), one of our Texas operations ($2.6 million) and one of our Virginia operations ($2.2 million) compared to the prior year. As a percentage of revenue, gross profit decreased from 20.0% in 2017 to 19.2% in 2018 due to lower project performance when compared to the same period in the prior year at one of our Tennessee operations ($1.4 million), one of our New York operations ($1.3 million) and our North Carolina operation ($1.3 million). Additionally, our California operation had a lower gross profit percentage in the first quarter of 2018 due to job underperformance ($0.9 million).

Selling, General and Administrative Expenses ("SG&A")—SG&A increased $6.8 million, or 10.7%, to $70.0 million for the first quarter of 2018 as compared to 2017. On a same-store basis, excluding amortization expense, SG&A increased $1.5 million, or 2.4%. This increase is primarily due to the increase in same-store revenue in the current year period. Amortization expense increased $2.0 million during the period as a result of the BCH acquisition. These increases were partially offset by expenses in the first quarter of 2017 of $0.8 million in compensation costs related to leadership changes and $0.4 million in expenses related to the BCH acquisition. As a percentage of revenue, SG&A decreased from 16.6% in 2017 to 15.1% in 2018.

We have included same-store SG&A, excluding amortization, because we believe it is an effective measure of comparative results of operations. However, same-store SG&A, excluding amortization, is not considered under generally accepted accounting principles to be a primary measure of an entity's financial results, and accordingly, should not be considered an alternative to SG&A as shown in our consolidated statements of operations.

	Three Months Ended March 31, 2018	2017
	(in thousands)	
SG&A	$ 70,023	$ 63,247
Less: SG&A from companies acquired	(3,252)	—
Less: Amortization expense	(3,416)	(1,395)
Same-store SG&A, excluding amortization expense	$ 63,355	$ 61,852

Goodwill Impairment—We recorded a goodwill impairment charge of $1.1 million during the first quarter of 2017. Based on changes to our market strategy that occurred in March 2017 related to our reporting unit based in California, we reevaluated our projected future earnings for this operating location. When the carrying value of a given reporting unit exceeds its fair value, a goodwill impairment loss is recorded for this difference, not to exceed the carrying amount of goodwill. Based upon our projected future earnings for this location, we could no longer support the related goodwill balance and therefore the goodwill associated with this location was fully impaired. The fair value was estimated using a discounted cash flow model.

Interest Expense—Interest expense increased $0.3 million, or 82.8%, to $0.7 million for the first quarter of 2018 as compared to the same period in 2017. The increase reflects the increased borrowings on the revolving credit facility as well as notes to former owners used to fund the BCH acquisition issued in the second quarter of 2017.

Changes in the Fair Value of Contingent Earn-out Obligations—The contingent earn-out obligations are measured at fair value each reporting period and changes in estimates of fair value are recognized in earnings. Income from changes in the fair value of contingent earn-out obligations for the first quarter of 2018 increased $0.2 million as compared to the same period in 2017. This increase was the result of reducing our obligation related to the BCH acquisition in the first quarter of 2018.

Provision for Income Taxes—We conduct business throughout the United States in virtually all fifty states. Our effective tax rate changes based upon our relative profitability, or lack thereof, in states with varying tax rates and rules. In addition, discrete items, such as tax law changes, judgments and legal structures can impact our effective tax rate. These items can also include the tax treatment for impairment of goodwill and other intangible assets, changes in fair value of acquisition-related assets and liabilities, tax reserves for uncertain tax positions, accounting for losses associated with underperforming operations and noncontrolling interests.

For the three months ended March 31, 2018 our provision for income taxes was $2.1 million with an effective tax rate of 11.1% as compared to a provision for income taxes of $3.9 million with an effective tax rate of 34.2% for the same period in 2017. The effective tax rate for 2018 was lower than the 21.0% federal statutory rate primarily due to a decrease in unrecognized tax benefits from the filing of a federal income tax automatic accounting method change application (14.8%) partially offset by net state income taxes (4.4%) and nondeductible expenses (0.9%). The effective tax rate for 2017 was lower than the 35.0% federal statutory rate primarily due to deductions for stock-based compensation (3.0%) and the domestic production activities deduction (2.2%) partially offset by net state income taxes (3.7%) and nondeductible expenses (0.8%).

We currently estimate our effective tax rate for the full year 2018 will be between 22% and 27%. This includes the impact of the decrease in unrecognized tax benefits that lowered our first quarter effective tax rate. Starting in 2019, we currently estimate our effective tax rate will be between 25% and 30%. While we believe we were able to make reasonable estimates of the impact of the Tax Cuts and Jobs Act in the financial statements, the amounts recorded are provisional and the final impact may differ from these estimates due to, among other things, changes in our interpretations and assumptions and additional guidance that may be issued by regulatory authorities.

Outlook

Industry conditions improved during the three-year period from 2015 to 2017 and we currently expect that activity will continue at these improved levels during 2018. Our emphasis for 2018 is on cost discipline and efficient project performance, labor force development, and investing in growth, particularly in service and small projects. Based on our backlog and in light of economic conditions, we currently expect improvement in our revenue and net earnings in 2018.

Liquidity and Capital Resources (in thousands):

	Three Months Ended March 31,	
	2018	**2017**
Cash provided by (used in):		
Operating activities	$ 3,851	$ 10,053
Investing activities	(11,941)	(5,098)
Financing activities	(3,233)	(5,585)
Net increase (decrease) in cash and cash equivalents	$ (11,323)	$ (630)
Free cash flow:		
Cash provided by operating activities	$ 3,851	$ 10,053
Purchases of property and equipment	(5,588)	(5,077)
Proceeds from sales of property and equipment	366	292
Free cash flow	$ (1,371)	$ 5,268

Cash Flow

Our business does not require significant amounts of investment in long-term fixed assets. The substantial majority of the capital used in our business is working capital that funds our costs of labor and installed equipment deployed in project work until our customer pays us. Customary terms in our industry allow customers to withhold a small portion of the contract price until after we have completed the work, typically for six months. Amounts withheld under this practice are known as retention or retainage. Our average project duration together with typical retention terms generally allow us to complete the realization of revenue and earnings in cash within one year.

Cash Provided by Operating Activities—Cash flow from operations is primarily influenced by demand for our services and operating margins, but can also be influenced by working capital needs associated with the various types of services that we provide. In particular, working capital needs may increase when we commence large volumes of work under circumstances where project costs, primarily associated with labor, equipment and subcontractors, are required to be paid before the receivables resulting from the work performed are billed and collected. Working capital needs are generally higher during the late winter and spring months as we prepare and plan for the increased project demand when favorable weather conditions exist in the summer and fall months. Conversely, working capital assets are typically converted to cash during the late summer and fall months as project completion is underway. These seasonal trends are sometimes offset by changes in the timing of major projects, which can be impacted by the weather, project delays or accelerations and other economic factors that may affect customer spending.

Cash provided by operating activities was $3.9 million during the first three months of 2018 compared with $10.1 million during the same period in 2017. The $6.2 million decrease is primarily due to a $28.1 million increase in accounts receivable related to project work timing and the schedule for billings as well as the increase in revenue compared to the same period in 2017. Additionally, other long-term liabilities decreased $9.1 million primarily as a result of the resolution of an uncertain tax position in the first quarter of 2018. This was partially offset by a $6.9 million increase in billings in excess of costs and estimated earnings due to the timing of billings and various project work as well as an increase in profitability.

Cash Used in Investing Activities—During the first three months of 2018, cash used in investing activities was $11.9 million compared to $5.1 million during the same period in 2017. The $6.8 million increase in cash used primarily relates to cash paid (net of cash acquired) for acquisitions in 2018.

Cash Used in Financing Activities—Cash used in financing activities was $3.2 million for the first three months of 2018 compared to 5.6 million during the same period in 2017. The $2.4 million decrease in cash used in financing activities is primarily due to $5.0 million of additional net proceeds from the revolving line of credit, partially offset by the $2.1 million incremental share repurchases in 2018.

Free Cash Flow—We define free cash flow as cash provided by operating activities, less customary capital expenditures, plus the proceeds from asset sales. We believe free cash flow, by encompassing both profit margins and the use of working capital over our approximately one year working capital cycle, is an effective measure of operating effectiveness and efficiency. We have included free cash flow information here for this reason, and because we are often asked about it by third parties evaluating us. However, free cash flow is not considered under generally accepted accounting principles to be a primary measure of an entity's financial results, and accordingly free cash flow should not be considered an alternative to operating income, net income, or amounts shown in our consolidated statements of cash flows as determined under generally accepted accounting principles. Free cash flow may be defined differently by other companies.

Share Repurchase Program

On March 29, 2007, our Board of Directors (the "Board") approved a stock repurchase program to acquire up to 1.0 million shares of our outstanding common stock. Subsequently, the Board has from time to time increased the number of shares that may be acquired under the program and approved extensions of the program. Since the inception of the repurchase program, the Board has approved 8.1 million shares to be repurchased. As of March 31, 2018, we have repurchased a cumulative total of 7.8 million shares at an average price of $14.28 per share under the repurchase program.

The share repurchases will be made from time to time at our discretion in the open market or privately negotiated transactions as permitted by securities laws and other legal requirements, and subject to market conditions and other factors. The Board may modify, suspend, extend or terminate the program at any time. During the three months ended March 31, 2018, we repurchased 0.2 million shares for approximately $6.2 million at an average price of $41.04 per share. Approximately 46,000 shares were purchased in March 2018, but were not paid for until April 2018.

Debt

Revolving Credit Facility

We have a $325.0 million senior credit facility (the "Facility") provided by a syndicate of banks, with a $100 million accordion option. The Facility, which is available for borrowings and letters of credit, expires in February 2021 and is secured by a first lien on substantially all of our personal property except for assets related to projects subject to surety bonds and assets held by certain unrestricted subsidiaries and a second lien on our assets related to projects subject to surety bonds. As of March 31, 2018, we had $50.0 million of outstanding borrowings, $33.6 million in letters of credit outstanding and $241.4 million of credit available.

There are two interest rate options for borrowings under the Facility, the Base Rate Loan Option and the Eurodollar Rate Loan Option. These rates are floating rates determined by the broad financial markets, meaning they can and do move up and down from time to time. Additional margins are then added to these two rates.

Certain of our vendors require letters of credit to ensure reimbursement for amounts they are disbursing on our behalf, such as to beneficiaries under our self-funded insurance programs. We have also occasionally used letters of credit to guarantee performance under our contracts and to ensure payment to our subcontractors and vendors under those contracts. Our lenders issue such letters of credit through the Facility for a fee. We have never had a claim made against a letter of credit that resulted in payments by a lender or by us and believe such a claim is unlikely in the foreseeable future. The letter of credit fees range from 1.25% to 2.00% per annum, based on the ratio of Consolidated Total Indebtedness to Credit Facility Adjusted EBITDA, as defined in the credit agreement.

Commitment fees are payable on the portion of the revolving loan capacity not in use for borrowings or letters of credit at any given time. These fees range from 0.20% to 0.35% per annum, based on the ratio of Consolidated Total Indebtedness to Credit Facility Adjusted EBITDA, as defined in the credit agreement.

The Facility contains financial covenants defining various financial measures and the levels of these measures with which we must comply. Covenant compliance is assessed as of each quarter end.

The Facility's principal financial covenants include:

Leverage Ratio—The Facility requires that the ratio of our Consolidated Total Indebtedness to our Credit Facility Adjusted EBITDA not exceed 2.75 to 1.00 as of the end of each fiscal quarter. The leverage ratio as of March 31, 2018 was 0.4.

Fixed Charge Coverage Ratio—The Facility requires that the ratio of (a) Credit Facility Adjusted EBITDA, less non-financed capital expenditures, provision for income taxes, dividends and amounts used to repurchase stock to (b) the sum of interest expense and scheduled principal payments of indebtedness be at least 2.00 to 1.00; provided that the calculation of the fixed charge coverage ratio excludes stock repurchases and the payment of dividends at any time that the Company's Net Leverage Ratio does not exceed 1.50 to 1.00. The Facility also allows the fixed charge coverage ratio not to be reduced for stock repurchases through September 30, 2015 in an aggregate amount not to exceed $25 million and for stock repurchases made after February 22, 2016 but on or prior to December 31, 2017 in an aggregate amount not to exceed $25 million, if at the time of and after giving effect to such repurchase the Company's Net Leverage Ratio was less than or equal to 1.50 to 1.00. Capital expenditures, provision for income taxes, dividends and stock repurchase payments are defined under the Facility for purposes of this covenant to be amounts for the four quarters ending as of any given quarterly covenant compliance measurement date. The fixed charge coverage ratio as of March 31, 2018 was 19.9.

Other Restrictions—The Facility permits acquisitions of up to $30.0 million per transaction, provided that the aggregate purchase price of all such acquisitions in the same fiscal year does not exceed $65.0 million. However, these limitations only apply when the Company's Total Leverage Ratio is greater than 2.00 to 1.00.

While the Facility's financial covenants do not specifically govern capacity under the Facility, if our debt level under the Facility at a quarter-end covenant compliance measurement date were to cause us to violate the Facility's leverage ratio covenant, our borrowing capacity under the Facility and the favorable terms that we currently have could be negatively impacted by the lenders.

We were in compliance with all of our financial covenants as of March 31, 2018.

Notes to Former Owners

As part of the consideration used to acquire three companies, we have outstanding notes to the former owners. These notes had an outstanding balance of $15.8 million as of March 31, 2018. In conjunction with a small acquisition in the first quarter of 2018, we issued a subordinated note to former owners with an outstanding balance of $1.0 million as of March 31, 2018 that bears interest, payable quarterly, at a weighted average interest rate of 2.5%. The principal is due in equal installments in January 2019 and 2020. In conjunction with the BCH acquisition in the second quarter of 2017, we issued a promissory note to the former owners with an outstanding balance of $14.3 million as of March 31, 2018 that bears interest, payable quarterly, at a weighted average interest rate of 3.0%. The principal is due in equal installments in April 2020 and 2021. In conjunction with the Shoffner acquisition in the first quarter of 2016, we issued a subordinated note to former owners with an outstanding balance of $0.5 million as of March 31, 2018 that bears interest, payable quarterly, at a weighted average interest rate of 3.0%. The principal is due in February 2019.

Other Debt

As part of the Shoffner acquisition, we acquired debt with an outstanding balance at the acquisition date of $0.4 million with principal and interest due the last day of every month; ending on the December 30, 2019 maturity date. The interest rate is the one month LIBOR rate plus 2.25%. As of March 31, 2018, $0.2 million of the note was outstanding, of which $0.1 million was considered current.

Outlook

We have generated positive net free cash flow for the last nineteen calendar years, much of which occurred during challenging economic and industry conditions. We also continue to have significant borrowing capacity under our credit facility, and we maintain what we feel are reasonable cash balances. We believe these factors will provide us with sufficient liquidity to fund our operations for the foreseeable future.

Off-Balance Sheet Arrangements and Other Commitments

As is common in our industry, we have entered into certain off-balance sheet arrangements in the ordinary course of business that result in risks not directly reflected in our balance sheets. Our most significant off-balance sheet transactions include liabilities associated with noncancelable operating leases. We also have other off-balance sheet obligations involving letters of credit and surety guarantees.

We enter into noncancelable operating leases for many of our facility, vehicle and equipment needs. These leases allow us to conserve cash by paying a monthly lease rental fee for use of facilities, vehicles and equipment rather than purchasing them. At the end of the lease, we have no further obligation to the lessor. If we decide to cancel or terminate a lease before the end of its term, we would typically owe the lessor the remaining lease payments under the term of the lease.

Certain of our vendors require letters of credit to ensure reimbursement for amounts they are disbursing on our behalf, such as to beneficiaries under our self-funded insurance programs. We have also occasionally used letters of credit to guarantee performance under our contracts and to ensure payment to our subcontractors and vendors under those contracts. The letters of credit we provide are actually issued by our lenders through the Facility as described above. A letter of credit commits the lenders to pay specified amounts to the holder of the letter of credit if the holder demonstrates that we have failed to perform specified actions. If this were to occur, we would be required to reimburse the lenders. Depending on the circumstances of such a reimbursement, we may also have to record a charge to earnings for the reimbursement. Absent a claim, there is no payment or reserving of funds by us in connection with a letter of credit. However, because a claim on a letter of credit would require immediate reimbursement by us to our lenders, letters of credit are treated as a use of the Facility's capacity just the same as actual borrowings. Claims against letters of credit are rare in our industry. To date we have not had a claim made against a letter of credit that resulted in payments by a lender or by us. We believe that it is unlikely that we will have to fund claims under a letter of credit in the foreseeable future.

Many customers, particularly in connection with new construction, require us to post performance and payment bonds issued by a financial institution known as a surety. If we fail to perform under the terms of a contract or to pay subcontractors and vendors who provided goods or services under a contract, the customer may demand that the surety make payments or provide services under the bond. We must reimburse the sureties for any expenses or outlays they incur. To date, we are not aware of any losses to our sureties in connection with bonds the sureties have posted on our behalf, and we do not expect such losses to be incurred in the foreseeable future.

Under standard terms in the surety market, sureties issue bonds on a project-by-project basis, and can decline to issue bonds at any time. Historically, approximately 20% to 30% of our business has required bonds. While we currently have strong surety relationships to support our bonding needs, future market conditions or changes in our sureties' assessment of our operating and financial risk could cause our sureties to decline to issue bonds for our work. If that were to occur, our alternatives include doing more business that does not require bonds, posting other forms of collateral for project performance such as letters of credit or cash, and seeking bonding capacity from other sureties. We would likely also encounter concerns from customers, suppliers and other market participants as to our creditworthiness. While we believe our general operating and financial characteristics would enable us to ultimately respond effectively to an interruption in the availability of bonding capacity, such an interruption would likely cause our revenue and profits to decline in the near term.

Contractual Obligations

As of March 31, 2018, we have $33.6 million in letter of credit commitments, of which $11.3 million will expire in 2018 and $22.3 million will expire in 2019. The substantial majority of these letters of credit are posted with insurers who disburse funds on our behalf in connection with our workers' compensation, auto liability and general liability insurance program. These letters of credit provide additional security to the insurers that sufficient financial resources will be available to fund claims on our behalf, many of which develop over long periods of time, should we ever encounter financial duress. Posting of letters of credit for this purpose is a common practice for entities that manage their self-insurance programs through third-party insurers as we do. While many of these letter of credit commitments expire in 2018, we expect nearly all of them, particularly those supporting our insurance programs, will be renewed annually.

Item 3. *Quantitative and Qualitative Disclosures about Market Risk*

We are exposed to market risk primarily related to potential adverse changes in interest rates as discussed below. We are actively involved in monitoring exposure to market risk and continue to develop and utilize appropriate risk management techniques. We are not exposed to any other significant financial market risks including commodity price risk, foreign currency exchange risk or interest rate risks from the use of derivative financial instruments. We do not use derivative financial instruments.

We have exposure to changes in interest rates under our revolving credit facility. We have a modest level of indebtedness under our debt facility and our indebtedness could increase in the future. Our debt with fixed interest rates consists of notes to former owners of acquired companies.

The weighted average interest rate applicable to borrowings under the Facility was approximately 3.1% as of March 31, 2018.

We measure certain assets at fair value on a nonrecurring basis. These assets are recognized at fair value when they are deemed to be other-than-temporarily impaired. During the first quarter of 2017 we recorded a goodwill impairment charge of $1.1 million based on Level 3 measurements. See Note 5 "Goodwill" for further discussion. We did not recognize any impairments, in the current year, on those assets required to be measured at fair value on a nonrecurring basis.

The valuation of our contingent earn-out payments is determined using a probability weighted discounted cash flow method. This analysis reflects the contractual terms of the purchase agreements (e.g., minimum and maximum payment, length of earn-out periods, manner of calculating any amounts due, etc.) and utilizes assumptions with regard to future cash flows, probabilities of achieving such future cash flows and a discount rate.

Item 4. *Controls and Procedures*

Evaluation of Disclosure Controls and Procedures

Our executive management is responsible for ensuring the effectiveness of the design and operation of our disclosure controls and procedures. We carried out an evaluation under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934) are effective as of the end of the period covered by this report.

Changes in Internal Control over Financial Reporting

There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934) during the three months ended March 31, 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. *Legal Proceedings*

We are subject to certain claims and lawsuits arising in the normal course of business. We maintain various insurance coverages to minimize financial risk associated with these claims. We have estimated and provided accruals for probable losses and related legal fees associated with certain litigation in our consolidated financial statements. While we cannot predict the outcome of these proceedings, in our opinion and based on reports of counsel, any liability arising from these matters individually and in the aggregate will not have a material effect on our operating results, cash flows or financial condition, after giving effect to provisions already recorded.

Item 1A. *Risk Factors*

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part 1, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2017, which could materially affect our business, financial condition, or future results. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, or future results.

Item 2. *Unregistered Sales of Equity Securities and Use of Proceeds*

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

On March 29, 2007, our Board of Directors (the "Board") approved a stock repurchase program to acquire up to 1.0 million shares of our outstanding common stock. Subsequently, the Board has from time to time increased the number of shares that may be acquired under the program and approved extensions of the program. Since the inception of the repurchase program, the Board has approved 8.1 million shares to be repurchased. As of March 31, 2018, we have repurchased a cumulative total of 7.8 million shares at an average price of $14.28 per share under the repurchase program.

The share repurchases will be made from time to time at our discretion in the open market or privately negotiated transactions as permitted by securities laws and other legal requirements, and subject to market conditions and other factors. The Board may modify, suspend, extend or terminate the program at any time. During the three months ended March 31, 2018, we repurchased 0.2 million shares for approximately $6.2 million at an average price of $41.04 per share. Approximately 46,000 shares were purchased in March 2018, but were not paid for until April 2018.

During the quarter ended March 31, 2018, we purchased our common shares in the following amounts at the following average prices:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
January 1 - January 31	—	$ —	7,605,588	506,905
February 1 - February 28	26,150	$ 40.64	7,631,738	480,755
March 1 - March 31	124,331	$ 41.12	7,756,069	356,424
	150,481	$ 41.04	7,756,069	356,424

Under our 2012 Equity Incentive Plan and 2017 Omnibus Incentive Plan, employees may elect to have us withhold common shares to satisfy statutory federal, state and local tax withholding obligations arising on the vesting of restricted stock awards and exercise of options. When we withhold these shares, we are required to remit to the appropriate taxing authorities the market price of the shares withheld, which could be deemed a purchase of the common shares by us on the date of withholding.

Item 6. ***Exhibits***

		Incorporated by Reference to the Exhibit Indicated Below and to the Filing with the Commission Indicated Below	
Exhibit Number	**Description of Exhibits**	**Exhibit Number**	**Filing or File Number**
3.1	Second Amended and Restated Certificate of Incorporation of the Registrant	3.1	333-24021
3.2	Certificate of Amendment dated May 21, 1998	3.2	1998 Form 10-K
3.3	Certificate of Amendment dated July 9, 2003	3.3	2003 Form 10-K
3.4	Certificate of Amendment dated May 20, 2016	3.1	May 20, 2016 Form 8-K
3.5	Amended and Restated Bylaws of Comfort Systems USA, Inc.	3.1	March 25, 2016 Form 8-K
10.1	Form of Restricted Stock Unit Agreement under the Company's 2017 Omnibus Incentive Plan		Filed Herewith
10.2	Form of Stock Option Notice under the Company's 2017 Omnibus Incentive Plan		Filed Herewith
10.3	Form of Dollar-denominated Performance Restricted Stock Unit Agreement under the Company's 2017 Omnibus Incentive Plan		Filed Herewith
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002		Filed Herewith
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002		Filed Herewith
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002		Furnished Herewith
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002		Furnished Herewith
101.INS	XBRL Instance Document		
101.SCH	XBRL Taxonomy Extension Schema Document		
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document		
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document		
101.LAB	XBRL Taxonomy Extension Label Linkbase Document		
101.PRE	XBRL Taxonomy Extension Presentation Linkbase		

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Comfort Systems USA, Inc.

April 26, 2018	By: /s/ Brian E. Lane Brian E. Lane *President, Chief Executive Officer and Director*
April 26, 2018	By: /s/ William George William George *Executive Vice President and Chief Financial Officer*
April 26, 2018	By: /s/ Julie S. Shaeff Julie S. Shaeff *Senior Vice President and Chief Accounting Officer*

Name:	**[•]**
Number of Restricted Stock Units:	**[•]**
Date of Grant:	**[•]**

COMFORT SYSTEMS USA, INC.
2017 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (the "Agreement"), is made, effective as of the **[•]** day of **[•]**, **[•]** (the "Grant Date") between Comfort Systems USA, Inc., a Delaware corporation (the "Company"), and **[•]** (the "Participant").

1. Restricted Stock Unit Award. The Participant is hereby awarded, pursuant to the Comfort Systems USA, Inc. 2017 Omnibus Incentive Plan (as amended from time to time, the "Plan"), and subject to its terms, an award (this "Award") consisting of [•] Restricted Stock Units (the "Units"). Each Unit entitles the Participant to the conditional right to receive, without payment but subject to the conditions and limitations set forth in this Agreement and in the Plan, one share of Common Stock (the "Shares"), subject to adjustment pursuant to Section 10 of the Plan in respect of transactions occurring after the date hereof. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

2. Vesting.

(a) The Units, unless earlier cancelled and forfeited in accordance with the Plan and this Agreement, shall become vested as to one-third (1/3rd) of the total number of Units subject to this Award on the first day of the first month following each of the first, second and third anniversaries of the Grant Date, such that the Units shall be fully vested on the first day of the first month following the third anniversary of the Grant Date. Notwithstanding the foregoing, except as provided in subsection (b) below, the Units subject to this Award shall not vest on any vesting date unless the Participant has remained continuously employed by the Company or its Affiliates on the applicable vesting date.

(b) Notwithstanding anything to the contrary in this Section 2, if the Participant retires from the Company at a time when the sum of his or her age in whole years and his or her years of service with the Company (as determined in a manner consistent with the method used for purposes of determining vesting under the Comfort Systems USA, Inc. 401(k) Plan) is at least 75, the Units shall remain outstanding following such retirement and the Participant shall be deemed to satisfy the continuous employment condition set forth in Section 2(a) on the regularly scheduled vesting date(s) following the Participant's retirement and such Units shall vest in accordance with the schedule set forth in Section 2(a) above.

(c) Notwithstanding anything to the contrary in this Section 2, the Committee may, in its sole discretion, reduce the number of Units vesting on any date pursuant to this Award, and may cause any unvested Units under this Award to be forfeited, based on the individual performance of the Participant as compared with specific individual goals, which may be based on objective or nonobjective factors related to the Participant's performance.

3. Delivery of Shares. The Company shall, within sixty (60) days following the vesting date of any portion of this Award, effect delivery of the Shares with respect to such vested portion to the Participant (or, in the event of the Participant's death, to the Designated Beneficiary). No Shares will be issued pursuant to this Award unless and until all legal requirements applicable to the issuance or transfer of such Shares have been complied with to the satisfaction of the Committee.

4. Dividends; Other Rights. This Award shall not be interpreted to bestow upon the Participant any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers Shares to the Participant. The Participant is not entitled to vote any Shares by reason of the granting of this Award or to receive or be credited with any dividends declared and payable on any Share prior to the date on which such Shares are delivered to the Participant hereunder. The Participant shall have the rights of a shareholder only as to those Shares, if any, that are actually delivered under this Award. If the Participant is party to a change-in-control agreement with the Company, the Units shall be deemed to be "restricted stock" for purposes of that agreement.

5. Certain Tax Matters. The Participant expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Shares in the future, subject to the terms hereof, it is not possible to make a so-called "83(b) election" with respect to this Award. The Participant expressly acknowledges and agrees that the Participant's rights hereunder, including the right to be issued Shares upon the vesting and settlement of this Award (or any portion thereof), are subject to the Participant's promptly paying, or in respect of any later requirement of withholding, being liable promptly to pay at such time as such withholdings are due, to the Company in cash (or by such other means as may be acceptable to the Committee in its discretion) all taxes required to be withheld, if any, in respect of this Award. The Participant shall, at his or her election, be permitted to satisfy the statutory minimum amount of such tax obligations by (i) authorizing the Company to withhold a number of Shares or (ii) transferring to the Company shares of Common Stock owned by the Participant, in each case, having an aggregate Fair Market Value (measured on the date such Shares would otherwise be delivered or are transferred to the Company, as applicable) sufficient to satisfy such obligations. No Shares will be transferred in satisfaction of this Award (or any portion thereof) unless and until the Participant or the person then holding this Award has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local requirements with respect to tax withholdings then due and has committed (and by holding this Award the Participant shall be deemed to have committed) to pay in cash all tax withholdings required at any later time in respect of the transfer of such shares, or has made other arrangements satisfactory to the Committee with respect to the payment of such taxes. The Participant also authorizes the Company and its Affiliates to withhold such amounts from any amounts otherwise payable to the Participant, but nothing in this sentence shall be construed as relieving the Participant of any liability for satisfying his or her obligations under the preceding provisions of this Section 5.

6. Nontransferability. This Award may not be transferred except as expressly permitted under Section 9(g) of the Plan.

7. Effect on Employment or Service Rights. Neither the grant of this Award, nor the delivery of Shares under this Award in accordance with the terms of this Agreement, shall give the Participant any right to be retained in the employ or service of the Company or its Affiliates, affect the right of the Company or its Affiliates to discharge or discipline the Participant at any time, or affect any right of the Participant to terminate his or her employment relationship with the Company at any time.

8. Non-Competition; Non-Solicitation. The Participant will not, during the period of his or her employment by or with the Company or any of its Affiliates, and for a period of twelve (12) months immediately following the termination of his or her employment with the Company and its Affiliates, for any reason whatsoever, directly or indirectly, on his or her own behalf or on behalf of or in conjunction with any other person, company, partnership, corporation or business of whatever nature:

(a) engage, as an officer, director, shareholder, owner, partner, joint venturer, or in a managerial capacity, whether as an employee, independent contractor, consultant or advisor, or as a sales representative, or make or guarantee loans or invest, in or for any business engaged in the business of mechanical contracting services, including heating, ventilation and air conditioning, plumbing, fire protection, piping and electrical and related services ("Services") in competition with the Company or any of its Affiliates within seventy-five (75) miles of where the Company or any affiliated operation or Affiliate conducts business if within the preceding two (2) years the Participant has had responsibility for, or material input or participation in, the management or operation of such other operation or Affiliate;

(b) call upon any person who is, at that time, an employee of the Company or any of its Affiliates in a technical, managerial or sales capacity for the purpose or with the intent of enticing such employee away from or out of the employ of the Company or any Affiliate;

(c) call upon any person or entity which is at that time, or which has been within two (2) years prior to that time, a customer of the Company or any Affiliate for the purpose of soliciting or selling Services; or

(d) call upon any prospective acquisition candidate, on the Participant's own behalf or on behalf of any competitor, which acquisition candidate either was called upon by the Participant on behalf of the Company or any Affiliate or was the subject of an acquisition analysis made by the Participant on behalf of the Company or any Affiliate for the purpose of acquiring such acquisition candidate.

(e) Notwithstanding the above, the foregoing agreements and covenants set forth in this Section 8 shall not be deemed to prohibit the Participant from acquiring as an investment not more than one percent (1%) of the capital stock of a competing business whose stock is traded on a national securities exchange or on an over-the-counter or similar market. It is specifically agreed that the period during which the agreements and covenants of the Participant made in this Section 8 shall be effective shall be computed by excluding from such computation any time during which the Participant is in violation of any provision of this Section 8.

(f) If the Company determines that the Participant is not in compliance with the agreements and covenants set forth in this Section 8, and such non-compliance has not been authorized in advance in a specific written waiver from the Company, the Committee may, without limiting any other remedies that may be available to the Company, cause all or any portion of this Award to be forfeited, whether or not previously vested, and may require the Participant to remit or deliver to the Company the amount of any consideration received by the Participant upon the sale of any Shares delivered under this Award. The Participant acknowledges and agrees that the calculation of damages from a breach of the foregoing agreements and covenants would be difficult to calculate accurately and that the remedies provided for herein are reasonable and not a penalty.

9. Section 409A. If the Participant is determined to be a "specified employee" within the meaning of Section 409A of the Code and the Treasury regulations thereunder, as determined by the Company, at the time of the Participant's "separation from service" within the meaning of Section 409A of the Code and the Treasury regulations thereunder, then, to the extent necessary to prevent any accelerated or additional tax under Section 409A of the Code, the settlement and delivery of any Shares hereunder upon such separation from service will be delayed until the earlier of: (a) the date that is six months and one day following the Participant's separation from service and (b) the Participant's death. For purposes of this Agreement, to the extent required by Section 409A of the Code, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein). If the Participant is party to a change-in-control agreement with the Company that provides for the acceleration of restricted stock units upon a change in control of the Company, to the extent this Award (or any portion of this Award) constitutes "nonqualified deferred compensation" that is subject to Section 409A of the Code, then, to the extent necessary to prevent any accelerated or additional tax under Section 409A of the Code, it shall become payable only if the event or circumstances constituting the change in control would also constitute a change in the ownership or effective control of the Company, or a change in the ownership of a substantial portion of the Company's assets, within the meaning of subsection (a)(2)(A)(v) of Section 409A and the Treasury Regulations thereunder. Each payment under this Agreement shall be deemed a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

10. Governing Law. This Agreement and all claims or disputes arising out of or based upon this Agreement or relating to the subject matter hereof will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

11. General. This Award is subject to the Plan. In the event of a conflict between the terms of this Award and the Plan, the Plan shall govern. For purposes of this Award and any determinations to be made by the Committee hereunder, the determinations by the Committee shall be binding upon the Participant and any transferee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By acceptance of this Award, the undersigned agrees to be subject to the terms of the Plan and this Agreement. The Participant further acknowledges and agrees that (i) the signature to this Agreement on behalf of the Company is an electronic signature that will be treated as an original signature for all purposes hereunder and (ii) such electronic signature will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Participant.

Executed as of the ___ day of [•], [•].

Company:

COMFORT SYSTEMS USA, INC.

By: ____________________________________
Name:
Title:

Participant:

____
Name:

Address:

[Signature Page to Restricted Stock Unit Agreement]

Exhibit 10.2

Comfort Systems USA, Inc. 2017 Omnibus Incentive Plan
Non-Qualified Stock Option Notice

NAME		Grant Date:	[•]
STREET		Shares Granted:	[•]
CITY		Option Price per Share:	$[•]
		Last Date to Exercise:	[•]

We are pleased to inform you that you have been granted an option to purchase the number of shares of Common Stock of Comfort Systems USA, Inc. (the "Company") set forth opposite "Shares Granted" above (such option, this "Option"). The grant of this Option has been made under the Company's 2017 Omnibus Incentive Plan (as it may be amended from time to time, the "Plan"), which, together with the terms contained in this Notice, sets forth the terms and conditions of your grant and is incorporated herein by reference. If this is your first grant of an award under the Plan, a copy of the Plan and of the Prospectus is enclosed. Please review these documents carefully.

Vesting:
Subject to the terms of the Plan, the Option vests according to the following schedule:

Vesting Date	Shares Vesting
[•]	[•]
[•]	[•]
[•]	[•]

Exercise:
Subject to the terms of the Plan, you may exercise this Option, in whole or in part, to purchase a whole number of shares of Common Stock subject to this Option, by following the exercise procedures adopted by the Company. All exercises must take place before the Last Date to Exercise, or such earlier date as is set out in the Plan following your death, disability or other termination of your employment with the Company. The number of shares of Common Stock you may purchase on any date cannot exceed the total number of shares of Common Stock vested under this Option as of that date, less any shares you have previously acquired by exercising this Option.

Employment Requirements:
In the event of a termination of your employment with the Company, except in the event of retirement as described below, for any reason and under any circumstances, all further vesting of shares of Common Stock subject to this Option will terminate as of the date of termination of your employment, and all then unvested shares of Common Stock subject to this Option will be canceled and forfeited as of such date without any consideration due to you. As set out in the Plan, you will have 3 months after your employment terminates to exercise any vested portion of this Option, and in the event of your death or total disability you or your estate will have a period of one year to exercise any vested portion of this Option. Notwithstanding the foregoing, if you retire from the Company at a time when the sum of your age, in whole years, and your years of service with the Company (as determined in a manner consistent with the method used for purposes of determining vesting under the Comfort Systems USA, Inc. 401(k) Plan) is at least 75, you shall be deemed to satisfy the continuous employment condition set forth above on each vesting date following retirement and the portion of this Option that vests on an any such post-retirement vesting date shall remain exercisable for a period of 3 months following the applicable vesting date. The Plan sets out the terms and conditions that govern this Option in the event of your termination of employment, including by reason of your death or disability.

Taxes and Withholding:
This Option is not intended to be an incentive stock option, as defined under Section 422(b) of the Internal Revenue Code. You expressly acknowledge and agree that your rights hereunder, including the right to be issued shares of Common Stock upon the exercise of this Option (or any portion thereof), are subject to your promptly paying to the Company in cash (or by such other means as may be acceptable to the Committee in its discretion) all taxes required to be withheld, if any, in respect of this Option. No shares will be transferred upon the exercise of this Option (or any portion thereof) unless and until you or the person then holding this Option has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local requirements with respect to tax withholdings then due and have committed (and by holding this Option you shall be deemed to have committed) to pay in cash all tax withholdings required at any later time in respect of this Option, or have made other arrangements satisfactory to the

Committee with respect to the payment of such taxes. You may satisfy the statutory minimum amount of such tax obligations by (i) authorizing the Company to withhold a number of shares of Common Stock otherwise deliverable to you under this Option or (ii) transferring to the Company shares of Common Stock owned by you, in each case, having an aggregate Fair Market Value (measured on the date such shares would otherwise be delivered or are transferred to the Company, as applicable) sufficient to satisfy such obligations. You also authorize the Company and its Affiliates to withhold such amounts from any amounts otherwise payable to you, but nothing in this sentence shall be construed as relieving you of any liability for satisfying your obligations under the preceding provisions hereof.

Other:
This Option is subject to the Plan. Capitalized terms used but not defined herein shall have the meaning set forth in the Plan. In the event of a conflict between the terms of this Notice and the Plan, the Plan shall govern.

Exhibit 10.3

Name:	**[•]**
Dollar Value of Dollar-denominated Restricted Stock Units:	**[•]**
Date of Grant:	**[•]**

COMFORT SYSTEMS USA, INC.
2017 OMNIBUS INCENTIVE PLAN

DOLLAR-DENOMINATED PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

This Dollar-denominated Performance Restricted Stock Unit Agreement (the "Agreement"), is made, effective as of the [•] day of [•], [•] (the "Grant Date") between Comfort Systems USA, Inc., a Delaware corporation (the "Company"), and [•] (the "Participant").

1. Restricted Stock Unit Award. The Participant is hereby awarded, pursuant to the Comfort Systems USA, Inc. 2017 Omnibus Incentive Plan (as amended from time to time, the "Plan"), and subject to its terms, an award (this "Award") consisting of the following Dollar-denominated Performance Restricted Stock Units (the "Units"). Each Unit entitles the Participant to the conditional right to receive, without payment but subject to the conditions and limitations set forth in this Agreement and in the Plan, one share of Common Stock (the "Shares"), subject to adjustment pursuant to Section 10 of the Plan in respect of transactions occurring after the date hereof:

(a) Tranche 1 Units: a number of units equal to $[•] divided by the Fair Market Value per Share on the Determination Date (as defined below).

(c) Tranche 2 Units: a number of units equal to $[•] divided by the Fair Market Value per Share on the Determination Date.

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan. The following terms shall have the following meanings:

(a) "Adjusted EPS" shall have with respect to any fiscal year, unless otherwise provided by the Committee, the same meaning as under the Company's 2017 Senior Management Annual Performance Plan, or any successor plan or arrangement.

(b) "Annual Adjusted EPS Percentage" shall mean for each fiscal year, a fraction (expressed as a percentage) equal to (i) the Company's Adjusted EPS for the fiscal year, divided by (ii) the Annual Adjusted EPS Target for the fiscal year.

(c) "Annual Adjusted EPS Target" shall have with respect to any fiscal year, unless otherwise provided by the Committee, the same meaning as under the Company's 2017 Senior Management Annual Performance Plan, or any successor plan or arrangement.

(d) "Annual Total Shareholder Return Rank" shall mean for each fiscal year, a fraction (expressed as a percentage) equal to (i) the number of companies in the Peer Group in respect of which the Company's Total Shareholder Return for the fiscal year equals or exceeds each such Peer Group company's Total Shareholder Return for the fiscal year, divided by (ii) the total number of companies in the Peer Group.

(e) "Average Adjusted EPS Percentage" shall mean the percentage equal to (i) the sum of each Annual Adjusted EPS Percentage for each fiscal year in the Performance Period, divided by (ii) the number of fiscal years in the Performance Period.

(f) "Peer Group" shall mean the companies set forth on Schedule A hereto, as amended from time to time; *provided*, that a member of the Peer Group shall be dropped therefrom (i) if the Peer Group company ceases to be a publicly traded company or (ii) upon the announcement of a definitive agreement for (x) the acquisition of the Peer Group company, (y) the acquisition of 65% or more of the gross assets of the Peer Group company or (z) the merger of the Peer Group company with another company or companies where the Peer Group company's then current board of directors will not constitute a majority of the board of directors of the surviving corporation.

(g) "Performance Period" shall mean the period consisting of the Company's [•], [•] and [•] fiscal years.

(h) "Total Shareholder Return" shall mean, with respect to each company in the Peer Group, an amount equal to (i) (x) the average closing price per share of the Peer Group company's common stock during the thirty (30) consecutive days preceding December 31st of the fiscal year over (y) the average closing price per share of the Peer Group company's common stock during the thirty (30) consecutive days following January 1st of the fiscal year, plus (ii) the amount of any dividends paid by the Peer Group company on a per share basis (calculated as if such dividends had been reinvested in the applicable company's common stock).

(i) "Total Shareholder Return Rank" shall mean a fraction (expressed as a percentage) equal to (i) the sum of each Annual Total Shareholder Return Rank for each fiscal year in the Performance Period, divided by (ii) the number of fiscal years in the Performance Period.

3. <u>Vesting</u>.

(a) <u>Tranche 1 Units</u>: The Tranche 1 Units earned under this Agreement (the "Earned Tranche 1 Units"), unless earlier cancelled and forfeited in accordance with the Plan and this Agreement, shall become fully vested on the Determination Date, provided the Participant has remained continuously employed by the Company or its Affiliates through the first business day following the last day of the Performance Period. The number of Earned Tranche 1 Units shall be equal to the Tranche 1 Units (identified in Section 1 above) multiplied by the Tranche 1 Relative Performance Multiplier (as defined herein). The "Tranche 1 Relative Performance Multiplier" will be determined by comparing the Company's Total Shareholder Return to the Total Shareholder Return of each of the companies in the Peer Group during the Performance Period (determined in the manner set forth below).

(i) If the Company's Total Shareholder Return Rank is below 25%, the Tranche 1 Relative Performance Multiplier shall be 0.

(ii) If the Company's Total Shareholder Return Rank is equal to 25%, the Tranche 1 Relative Performance Multiplier shall be equal to 0.5. If the Company's Total Shareholder Return Rank is equal to 50%, the Tranche 1 Relative Performance Multiplier shall be equal to 1. If the Company's Total Shareholder Return Rank is between 25% and 50%, the Tranche 1 Relative Performance Multiplier will be determined using a straight line interpolation (between 0.5 and 1).

(iii) If the Company's Total Shareholder Return Rank is greater than or equal to 75%, the Tranche 1 Relative Performance Multiplier shall be equal to 2. If the Company's Total Shareholder Return Rank is between 50% and 75%, the Tranche 1 Relative Performance Multiplier will be determined using a straight line interpolation (between 1 and 2).

(b) Tranche 2 Units: The Tranche 2 Units earned under this Agreement (the "Earned Tranche 2 Units"), unless earlier cancelled and forfeited in accordance with the Plan and this Agreement, shall become fully vested on the Determination Date, provided the Participant has remained continuously employed by the Company or its Affiliates through the first business day following the last day of the Performance Period. The number of Earned Tranche 2 Units shall be equal to the Tranche 2 Units (identified in Section 1 above) multiplied by the Tranche 2 Relative Performance Multiplier (as defined herein). The "Tranche 2 Relative Performance Multiplier" will be determined based on the Company's Adjusted EPS during the Performance Period (determined in the manner set forth below).

(i) If the Company's Average Adjusted EPS Percentage is below 70%, the Tranche 2 Relative Performance Multiplier shall be 0.

(ii) If the Company's Average Adjusted EPS Percentage is equal to 70%, the Tranche 2 Relative Performance Multiplier shall be equal to 0.25. If the Company's Average Adjusted EPS Percentage is equal to 100%, the Tranche 2 Relative Performance Multiplier shall be equal to 1. If the Company's Average Adjusted EPS Percentage is between 70% and 100%, the Tranche 2 Relative Performance Multiplier will be determined using a straight line interpolation (between 0.25 and 1).

(iii) If the Company's Average Adjusted EPS Percentage is greater than 120%, the Tranche 2 Relative Performance Multiplier shall be equal to 2. If the Company's Average Adjusted EPS Percentage is between 100% and 120%, the Tranche 2 Relative Performance Multiplier will be determined using a straight line interpolation (between 1 and 2).

(c) Rule of 75. Notwithstanding anything to the contrary in this Section 3, if the Participant retires from the Company at a time when the sum of his or her age in whole years and his or her years of service with the Company (as determined in a manner consistent with the method used for purposes of determining vesting under the Comfort Systems USA, Inc. 401(k) Plan) is at least 75, the Units shall remain outstanding following such retirement and the Participant shall be deemed to satisfy the continuous employment condition set forth in Sections 3(a) and 3(b) and the Tranche 1 Units and Tranche 2 Units shall remain eligible to vest on the Determination Date. The number of Earned Tranche 1 Units and Earned Tranche 2 Units will in each case be determined in accordance with the provisions of Sections 3(a) and 3(b), *provided, however*, that the maximum number of Earned Tranche 1 Units shall not exceed the number of Tranche 1 Units that would become Earned Tranche 1 Units if the Company's Total Shareholder Return Rank was equal to 50% and the number of Earned Tranche 2 Units shall not exceed the number of Tranche 2 Units that would become Earned Tranche 2 Units if the Company's Average Adjusted EPS Percentage was equal to 100%.

(d) No Tranche 1 Units or Tranche 2 Units shall vest or become earned hereunder until the Committee has determined and certified the attainment of the Company's Total Shareholder Return Rank and the Company's Average Adjusted EPS following the end of the Performance Period, which determination and certification shall occur in the first calendar quarter following the end of the Performance Period. The date of such determination and certification is referred to as the "Determination Date".

(e) Notwithstanding anything to the contrary in this Section 3, the Committee may, in its sole discretion, reduce the number of Units vesting on any date pursuant to this Award, and may cause any unvested Units under this Award to be forfeited, based on the individual performance of the Participant as compared with specific individual goals, which may be based on objective or nonobjective factors related to the Participant's performance.

4. Delivery of Shares. The Company shall, as soon as practicable upon the vesting of any portion of this Award (but in no event later than March 15 of the year following such vesting) effect delivery of the Shares with respect to such vested portion to the Participant (or, in the event of the Participant's death, to the Designated Beneficiary). No Shares will be issued pursuant to this Award unless and until all legal requirements applicable to the issuance or transfer of such Shares have been complied with to the satisfaction of the Committee.

5. Dividends; Other Rights. This Award shall not be interpreted to bestow upon the Participant any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers Shares to the Participant. The Participant is not entitled to vote any Shares by reason of the granting of this Award or to receive or be credited with any dividends declared and payable on any Share prior to the date on which such Shares are delivered to the Participant hereunder. The Participant shall have the rights of a shareholder only as to those Shares, if any, that are actually delivered under this Award.

6. Certain Tax Matters. The Participant expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Shares in the future, subject to the terms hereof, it is not possible to make a so-called "83(b) election" with respect to this Award. The Participant expressly acknowledges and agrees that the Participant's rights hereunder, including the right to be issued Shares upon the vesting and settlement of this Award (or any portion thereof), are subject to the Participant's promptly paying, or in respect of any later requirement of withholding being liable promptly to pay at such time as such withholdings are due, to the Company in cash (or by such other means as may be acceptable to the Committee in its discretion) all taxes required to be withheld, if any, in respect of this Award. The Participant shall, at his or her election, be permitted to satisfy the statutory minimum amount of such tax obligations by (i) authorizing the Company to withhold a number of Shares or (ii) transferring to the Company shares of Common Stock owned by the Participant, in each case,

having an aggregate Fair Market Value (measured on the date such Shares would otherwise be delivered or are transferred to the Company, as applicable) sufficient to satisfy such obligations. No Shares will be transferred in satisfaction of this Award (or any portion thereof) unless and until the Participant or the person then holding this Award has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local requirements with respect to tax withholdings then due and has committed (and by holding this Award the Participant shall be deemed to have committed) to pay in cash all tax withholdings required at any later time in respect of the transfer of such shares, or has made other arrangements satisfactory to the Committee with respect to the payment of such taxes. The Participant also authorizes the Company and its Affiliates to withhold such amounts from any amounts otherwise payable to the Participant, but nothing in this sentence shall be construed as relieving the Participant of any liability for satisfying his or her obligations under the preceding provisions of this Section 6.

7. Nontransferability. This Award may not be transferred except as expressly permitted under Section 9(g) of the Plan.

8. Effect on Employment or Service Rights. Neither the grant of this Award, nor the delivery of Shares under this Award in accordance with the terms of this Agreement, shall give the Participant any right to be retained in the employ or service of the Company or its Affiliates, affect the right of the Company or its Affiliates to discharge or discipline the Participant at any time, or affect any right of the Participant to terminate his or her employment relationship with the Company at any time.

9. Non-Competition; Non-Solicitation. The Participant will not, during the period of his or her employment by or with the Company or any of its Affiliates, and for a period of twelve (12) months immediately following the termination of his or her employment with the Company and its Affiliates, for any reason whatsoever, directly or indirectly, on his or her own behalf or on behalf of or in conjunction with any other person, company, partnership, corporation or business of whatever nature:

(a) engage, as an officer, director, shareholder, owner, partner, joint venturer, or in a managerial capacity, whether as an employee, independent contractor, consultant or advisor, or as a sales representative, or make or guarantee loans or invest, in or for any business engaged in the business of mechanical contracting services, including heating, ventilation and air conditioning, plumbing, fire protection, piping and electrical and related services ("Services") in competition with the Company or any of its Affiliates within seventy-five (75) miles of where the Company or any affiliated operation or Affiliate conducts business if within the preceding two (2) years the Participant has had responsibility for, or material input or participation in, the management or operation of such other operation or Affiliate;

(b) call upon any person who is, at that time, an employee of the Company or any of its Affiliates in a technical, managerial or sales capacity for the purpose or with the intent of enticing such employee away from or out of the employ of the Company or any Affiliate;

(c) call upon any person or entity which is at that time, or which has been within two (2) years prior to that time, a customer of the Company or any Affiliate for the purpose of soliciting or selling Services; or

(d) call upon any prospective acquisition candidate, on the Participant's own behalf or on behalf of any competitor, which acquisition candidate either was called upon by the Participant on behalf of the Company or any Affiliate or was the subject of an acquisition analysis made by the Participant on behalf of the Company or any Affiliate for the purpose of acquiring such acquisition candidate.

(e) Notwithstanding the above, the foregoing agreements and covenants set forth in this Section 9 shall not be deemed to prohibit the Participant from acquiring as an investment not more than one percent (1%) of the capital stock of a competing business whose stock is traded on a national securities exchange or on an over-the-counter or similar market. It is specifically agreed that the period during which the agreements and covenants of the Participant made in this Section 9 shall be effective shall be computed by excluding from such computation any time during which the Participant is in violation of any provision of this Section 9.

(f) If the Company determines that the Participant is not in compliance with the agreements and covenants set forth in this Section 9, and such non-compliance has not been authorized in advance in a specific written waiver from the Company, the Committee may, without limiting other remedies that may be available to the Company, cause all or any portion of this Award to be forfeited, whether or not previously vested, and may require the Participant to remit or deliver to the Company the amount of any consideration received by the Participant upon the sale of any Shares delivered under this Award. The Participant acknowledges and agrees that the calculation of damages from a breach of the foregoing agreements and covenants would be difficult to calculate accurately and that the remedies provided for herein are reasonable and not a penalty.

10. Governing Law. This Agreement and all claims or disputes arising out of or based upon this Agreement or relating to the subject matter hereof will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

11. General. This Award is subject to the Plan. In the event of a conflict between the terms of this Award and the Plan, the Plan shall govern. For purposes of this Award and any determinations to be made by the Committee hereunder, the determinations by the Committee shall be binding upon the Participant and any transferee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By acceptance of this Award, the Participant agrees to be subject to the terms of the Plan. The Participant further acknowledges and agrees that (i) the signature to this Agreement on behalf of the Company is an electronic signature that will be treated as an original signature for all purposes hereunder and (ii) such electronic signature will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Participant.

Executed as of the ____ day of [•], [•].

Company:

COMFORT SYSTEMS USA, INC.

By: ________________________________
Name:
Title:

Participant:

____
Name:

Address:

[Signature Page to Dollar-denominated Performance Restricted Stock Unit Agreement]

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
Pursuant to Section 302 of the Sarbanes Oxley Act of 2002

I, Brian E. Lane, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Comfort Systems USA, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2018

/s/ Brian E. Lane
Brian E. Lane
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, William George, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Comfort Systems USA, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2018

/s/ William George
William George
Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002*

In connection with the Quarterly Report of Comfort Systems USA, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian E. Lane, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: April 26, 2018

/s/ Brian E. Lane
Brian E. Lane
President and Chief Executive Officer

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* A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002*

In connection with the Quarterly Report of Comfort Systems USA, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William George, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: April 26, 2018

/s/ William George
William George
Executive Vice President and Chief Financial Officer

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* A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.