

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference

**Purchasing Department**

730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

DocuSigned by:
BY: Jonathan Delagrave 8/17/2022
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DocuSigned by:
BY: Wendy Christensen 8/17/2022
FC1B3339B9654BD...

DocuSigned by:
BY: Michael J. Lanzdorf 8/17/2022
36F9231CFBA8401...

DocuSigned by:
BY: Steven Zimmer 8/16/2022
14A5552654004D4...

Trane U.S. Inc.
DocuSigned by:
BY: Greg Spencer 8/16/2022
93FF4CCACB964F1...

**ADDENDUM 1
INVITATION FOR BID
IFB #RC2022-1001**

**HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS,
AND RELATED PRODUCTS AND SERVICES**

This Addendum has been prepared by:

Racine County

Duane McKinney

Date: Wednesday July 6, 2022

To the Bidder of Record:

This Addendum is issued as stated in the original Invitation for Bid on page 2 in section B. to address questions received from Bidders in writing requesting clarification from Racine County on the specifications provided for the above subject bid and to correct an item in the solicitation. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided below.

Clarification

1. There is a modification included in this Addendum to correct a sentence located under Section B. Term. See below for details.

Questions and Answers

1. Question:

Attachment D – National Cooperative Contract states “The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier’s review and bid.” Page 12 states: “The Successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response.” Please confirm that the following documents are for Successful Bidder(s) and do not need be executed/signed and included with this proposal response:

- Exhibit B – Administration Agreement, Example
- Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
- Exhibit D – Principal Procurement Agency Certificate, Example
- Exhibit E – Contract Sales Reporting Template
- Exhibit F – Federal Funds Certifications

- Exhibit G – New Jersey Business Compliance
- Exhibit H – Advertising Compliance Requirement

Answer: The following documents are informational only:

- Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
- Exhibit D – Principal Procurement Agency Certificate, Example
- Exhibit E – Contract Sales Reporting Template
- Exhibit H – Advertising Compliance Requirement

The documents below are to be completed by the Successful Bidder(s). While the documents below do not need to be submitted as part of the Bidder's initial response, it may quicken the award process if they are included:

- Exhibit B – Administration Agreement, Example
- Exhibit F – Federal Funds Certifications
- Exhibit G – New Jersey Business Compliance

2. Question:

Please confirm that there is no specific Value Add requirement and no scoring associated with Value Add.

Answer: There is no specific Value Add requirement and no scoring associated with Value Add products and/or services.

3. Question:

Please confirm if “G.ADDITIONAL DATA WITH BID, Bidders may include any additional information deemed advantageous to Racine County” should be submitted within the main body of the Complete Bid Package or if this information needs to be submitted under separate cover in the Value Add area on Demand Star

Answer: Yes, Bidders may include any additional information deemed advantageous to Racine County with their bid. This can be submitted either within the main body of the Complete Bid Package or as a separate cover/area in Demand Star.

4. Question:

Please provide clarification on the Supplemental Documents/Added Value upload area and if there is any scoring associated with a separate Added Value.

Answer: See Answers to Questions 2 and 3 above. There is no separate scoring associated with Added Value products and/or services.

Modification

1. Page 13 - Remove the first sentence of Section B. Term and replace with the following:

The term of the Master Agreement will be for five (5) years following the contract award date with the option to renew for one (1) additional five (5) year period.

The rest of this section shall remain.

This Addendum is three (3) pages in its entirety with no additional attachments.

Please sign, date and attach a copy of this Addendum to your bid.

Firm: _____

Signature: _____

Date: _____

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022**AMENDMENT NO. ONE (1)**

This Amendment No. One (1) is effective January 1, 2023 and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To modify pricing as necessary to account for market changes, and labor and material increases..

Details are provided in Attachment A of this Amendment No. 1.

2. PRICE:

The County agrees to the revised prices.

Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

DocuSigned by:
BY: Jonathan Delagrave
78676D90951B400...
Jonathan Delagrave
Racine County Executive

DATE: 1/6/2023

DocuSigned by:
BY: Wendy Christensen
F01B3837B99548D...
Wendy M. Christensen
Racine County Clerk

DATE: 1/6/2023

TRANE U.S. INC.
BY: Greg Spencer
93FF4CCACB904F1...
DATE: 12/21/2022

DocuSigned by:
Michael Lanzdorf
36F9231CFBA8401...
1/5/2023

DocuSigned by:
Steven Zimmer
14A5552654004D4...
12/21/2022

Racine County Contract & Contract Amendment Form

Attach one copy of the contract to be filed. Attach more copies if required by vendor.

Munis Contract #: 3341 Amendment: ☒ Yes ☐ No Signed by vendor: ☒ Yes ☐ No ☐ DocuSign

Contract Type ☐ Non Encumber Expense ☐ Encumber Expense ☐ HSD PO Expense ☒ Revenue

Vendor/Customer #: 3931-2 Vendor Name: TRANE US INC

Full Address: 800 E BEATY ST DAVIDSON NC 28036

Department: FIN Sub Department: _____

Brief Description of Services: AMENDMENT 2 BID #RC2022-1001 HVAC PRODUCTS, INSTALLATION

Contact/administrator: Duane McKinney Contact Munis ID: 6750dmckinne

Contract Start: 09/01/2022 Contract End: 08/31/2027

If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.
By completing this form, Procurement Policy has been followed.

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27

If additional account lines are necessary, attach a schedule.

Total: \$ 0.00 -

Have you read the agreement: ☒ Yes ☐ No Do you understand & agree with the Terms: ☒ Yes ☐ No

Are there things that you think should be changed in this Contract: ☐ Yes ☒ No
If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: ☐ Yes ☒ No

If yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)

Is there a required signature date: ☐ Yes ☐ No If yes, what date: _____

Corp Counsel Stamp:	County Clerk Stamp:

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. TWO (2)

This Amendment No. Two (2) is effective September 26, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. **WORK:**

To add new products, new product codes and provide an updated product pricing discount schedule, necessary to introduce newer manufactured products.

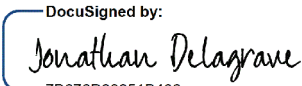
Product Pricing Discount Schedule provided in Attachment A of this Amendment No. 2.

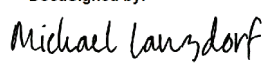
2. **PRODUCT PRICING:**

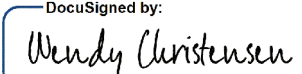
The County agrees to the revised Product Pricing. Details are located in Attachment A.

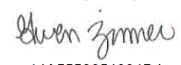
ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY:  _____
7B676D90951B406...
Jonathan Delagrave
Racine County Executive
DATE: 11/8/2023

DocuSigned by:

36F9231CFBA8401...
11/8/2023

BY:  _____
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk
DATE: 11/8/2023

DocuSigned by:

14A5552654004D4...
11/8/2023

TRANE U.S. INC.

BY:  _____
95FE4CCACB964F1...
DATE: 11/8/2023

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. THREE (3)

This Amendment No. Three (3) is effective December 15, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. **WORK:**

To modify pricing as necessary to account for market changes, and labor and material increases.

Details are provided in Attachment A of this Amendment No. 3.

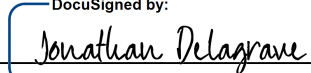
2. **PRODUCT PRICING:**

The County agrees to the revised Pricing.

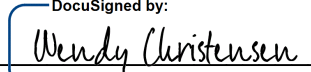
Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

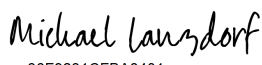
RACINE COUNTY

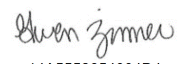
BY: 
7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 12/18/2023

BY: 
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 12/18/2023

DocuSigned by:

36F9231CFBA8401...
12/18/2023

DocuSigned by:

14A5552654004D4...
12/18/2023

TRANE U.S. INC.

BY: 
95FF4CCACB964F1...
DATE: 12/18/2023

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. FOUR (4)

This Amendment No. Four (4) is effective December 13, 2024, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To modify pricing as necessary to account for market changes, and labor and material increases, and to provide an updated product pricing discount schedule.

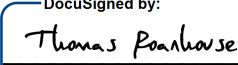
Details are provided in Attachment A – Billing Wage Rates, and Attachment B – Product Pricing Discount Schedule of this Amendment No. 4.

2. PRODUCT PRICING:

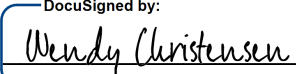
The County agrees to the revised Pricing. Details are in Attachment A and Attachment B.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

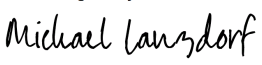
RACINE COUNTY

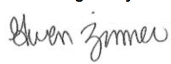
BY: 
711DD7FEEEB34B3...
Thomas Roanhouse
Interim Racine County Executive

DATE: 12/16/2024

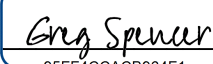
BY: 
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 12/16/2024


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12/13/2024


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12/13/2024

TRANE U.S. INC.

BY: 
95FF4CCACB964F1...
12/13/2024

DATE: 12/13/2024

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. SIX (6)

This Amendment No. Six (6) is effective September 1, 2025 and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

The original solicitation contemplated and included federal language, including Clean Air Act and Federal Pollution Control Act contract provisions with EPA reporting requirements along with other EPA contract provisions. However, the following provisions are being added via this Amendment to include additional and updated Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) language. Furthermore, this Amendment includes "Cross Cutters" requirements, per 2 CFR 200.332(a)(2).

Details are provided in Attachment A of this Amendment No. 6.

2. CONTRACT PROVISIONS :

The County agrees to add the following language included in Attachment A in this Amendment No. 6.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

Signed by:
BY: Ralph Malicki
EC868C889B341B9...
Ralph Malicki
Racine County Executive

DATE: 10/1/2025

DocuSigned by:
BY: Wendy Christensen
FD1B3708B99520A...
Wendy M. Christensen
Racine County Clerk

DATE: 10/2/2025

DocuSigned by:
Michael Lanzdorf
36F9231CFBA8401...
10/1/2025

Signed by:
Shawn Zimmer
14A5552654004D4...
9/10/2025

TRANE U.S./INC.

BY: Christopher Teller (Christopher Teller, coop Purchasing Leader)
DATE: 9/19/2025

ATTACHMENT A**CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)**

Should agencies utilize Clean Water State Revolving or Drinking Water State Revolving Funds, the following apply as indicated by the Participating Public Agency:

1. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.
2. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.
3. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors – Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.
4. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.
5. For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.
6. Any contracts or subcontracts in excess of \$2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.
7. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.