

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").

W I T N E S S E T H:

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

BY: DocuSigned by:
Jonathan Delagrave 8/17/2022
7B076D90951B406...

BY: DocuSigned by:
Michael J. Lanzdorf 8/17/2022
36F9231CFBA0401...

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

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

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

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

BY:

DocuSigned by:
Jonathan Delagrave
7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE:

1/6/2023

BY:

DocuSigned by:
Wendy Christensen
F01B3A30B9054BD...
Wendy M. Christensen
Racine County Clerk

DATE:

1/6/2023

TRANE U.S. INC.

BY:

DocuSigned by:
Greg Spencer
35FF4CCACB904F1...
12/21/2022

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.

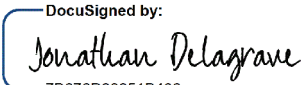
Product Pricing Discount Schedule provided in Attachment A of this Amendment No. 2.

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.

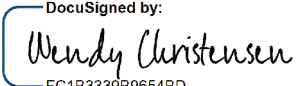
RACINE COUNTY

BY:  _____
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Jonathan Delagrave
Racine County Executive

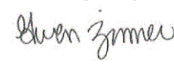
DATE: 11/8/2023 _____

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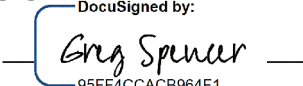
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11/8/2023

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

DATE: 11/8/2023 _____

DocuSigned by:

14A5552654004D4...
11/8/2023

TRANE U.S. INC.

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

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.

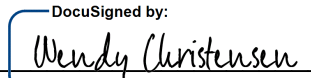
Details are located in Attachment A.

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

RACINE COUNTY


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

DATE: 12/18/2023

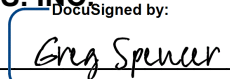
BY: 
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 12/18/2023


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12/18/2023


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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.

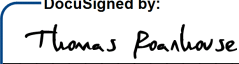
Details are provided in Attachment A – Billing Wage Rates, and Attachment B – Product Pricing Discount Schedule of this Amendment No. 4.

2. PRODUCT PRICING:

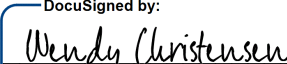
The County agrees to the revised Pricing. Details are in Attachment A and Attachment B.

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

RACINE COUNTY

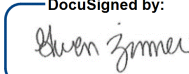
BY: 
711DD7FEEEB34B3...
Thomas Roanhouse
Interim Racine County Executive

DATE: 12/16/2024

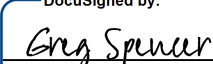
BY: 
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Wendy M. Christensen
Racine County Clerk

DATE: 12/16/2024


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12/13/2024


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12/13/2024

TRANE U.S. INC.

BY: 
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12/13/2024

DATE: 12/13/2024

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

AMENDMENT NO. FIVE (5)

This Amendment No. Five (5) is effective April 29, 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:

A tariff-related surcharge ranging from of 4% to 6% may be applied to orders containing equipment and/or controls products imported into the U.S, where applicable.

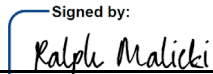
Details will be included in the proposal and confirmed upon order release, based on finalized bill of materials.

2. SURCHARGE:

The County agrees to the tariff-related surcharge.

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

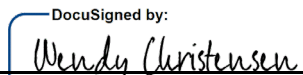
RACINE COUNTY

BY: 
EC8C8C889B344B9...
Ralph Malicki
Racine County Executive

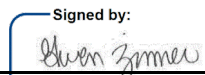
DATE: 6/30/2025

BY: 
36F9231CFBA8401...
Michael Lanzdorf
Racine County Corporation Counsel

DATE: 6/30/2025

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

DATE: 6/30/2025

BY: 
14A5552654004D4...
Gwen Zimmer
Racine County Finance Director

DATE: 4/30/2025

TRANE U.S. INC.

BY: 
F316980970214B2...
Christopher Teller
DATE: 4/30/2025