

**CITY OF GRAND PRAIRIE
COOPERATIVE PURCHASE CONTRACT**

THIS COOPERATIVE PURCHASE CONTRACT (“AGREEMENT”) is made and entered into this date by and between the **CITY OF GRAND PRAIRIE, TEXAS** a Texas municipal corporation (hereinafter referred to as the “**CITY**”) and **TRANE U.S., INC.** (hereinafter referred to as “**VENDOR**”). CITY and VENDOR shall collectively be referred to as the “**PARTIES**.”

WHEREAS, CITY is authorized to purchase goods and services pursuant to a cooperative purchasing program authorized by Chapter 271 of the Texas Local Government Code; and

WHEREAS, RACINE COUNTY, WISCONSIN (an OMNIA Partner Agency acting as the “**LEADING AGENCY**” aka “**AWARDING ENTITY**”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (collective, “**PARTICIPATING PUBLIC AGENCIES**”) that are members of OMNIA PARTNERS, procured, negotiated, and executed Contract #3341, and all amendments thereto, for HVAC products, installation, and labor-based solutions and related products and services (hereinafter, the “**MASTER AGREEMENT**”), a copy of which is attached hereto and incorporated herein as EXHIBIT A; and

WHEREAS, the MASTER AGREEMENT is for an initial term of September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term unless otherwise terminated, as provided in the MASTER AGREEMENT;

WHEREAS, the MASTER AGREEMENT between AWARDING ENTITY and VENDOR is available to other public agencies registered with OMNIA PARTNERS nationally through OMNIA PARTNERS’ cooperative purchasing program; and

WHEREAS, CITY is registered with OMNIA PARTNERS and is able to and desires to utilize the MASTER AGREEMENT for the benefit of the CITY as a Participating Public Agency under the same pricing, terms, and conditions, except as supplemented herein, for HVAC preventative maintenance and repairs at CITY’s facilities known as The Epic located at 2960 Epic Place, Grand Prairie, TX 75052; and

WHEREAS, the additional terms and conditions set forth below supplement the terms and conditions set forth in the MASTER AGREEMENT and the VENDOR’s PROPOSAL attached hereto and incorporated herein as EXHIBIT B.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and obligations as set forth herein:

1. The recitals contained herein are true and correct and are incorporated herein for all purposes.
2. CITY and VENDOR agree to abide by the terms and conditions set forth in this AGREEMENT, MASTER AGREEMENT, and VENDOR’s PROPOSAL. If there is any conflict between the documents, the order of precedence shall be this AGREEMENT, then MASTER AGREEMENT, then VENDOR’s PROPOSAL. CITY shall make purchases of

software as specified in VENDOR's PROPOSAL.

3. The total AGREEMENT amount for the Initial Term shall not exceed \$164,392.00, which shall include \$64,392.00 for HVAC preventative maintenance as set forth in EXHIBIT B, and up to \$100,000 for related-HVAC repairs.
4. The Initial Term of this AGREEMENT shall be from October 1, 2024 to September 30, 2025, with the option of up to four (4) additional one-year terms, which shall be approved by the Grand Prairie City Council and authorized by separate mutual written agreement of the PARTIES.
5. If the Grand Prairie City Council does not appropriate funds sufficient to make any payment for a fiscal year after the Initial Term, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the AGREEMENT shall automatically terminate at the end of the fiscal year for which funds were appropriated., in accordance with Section 5, Article XI of the Texas Constitution. The CITY shall have the right to terminate the AGREEMENT at the end of any CITY fiscal year, without any penalty to the CITY, if the Grand Prairie City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The CITY shall provide VENDOR with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.
6. The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this AGREEMENT, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this AGREEMENT for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.
7. The CITY's payments under the AGREEMENT, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the CITY's receipt of the goods under the AGREEMENT; (ii) the date the performance of the services under the AGREEMENT are completed; or (iii) the date the CITY receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The CITY reserves the right to modify any amount due to the VENDOR presented by invoice to the CITY if necessary to conform the amount to the terms of the AGREEMENT, and the Texas Government Code. To the extent the AGREEMENT requires the CITY to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the AGREEMENT and shall have no force or effect.
8. **VENDOR WARRANTS THAT THE SERVICES IT PERFORMS FOR CITY WILL BE DONE IN A GOOD AND WORKMANLIKE MANNER AND THAT ANY ITEMS**

DELIVERED TO THE CITY UNDER THIS PURCHASE ORDER WILL BE FIT FOR THE PARTICULAR PURPOSE FOR WHICH IT WAS FURNISHED. VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COSTS, AND EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY, THE EXECUTION OR PERFORMANCE OF THIS PURCHASE ORDER OR ANY OF VENDOR'S ACTIVITIES OR ANY ACT OF COMMISSION OR OMISSION RELATED TO THIS CONTRACT OF ANY REPRESENTATIVE, AGENT, CUSTOMER, EMPLOYEE, SUB-VENDOR OR INVITEE OF VENDOR. IF AN ITEM IS COVERED BY A MANUFACTURER'S WARRANTY, IT IS THE RESPONSIBILITY OF THE VENDOR TO OBTAIN THE INFORMATION FOR CITY AND ENSURE THAT THE MANUFACTURER HONORS THE WARRANTY.

9. Prior to the commencement of work under this AGREEMENT, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this AGREEMENT, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this AGREEMENT.
10. CITY will be responsible for payments directly to the VENDOR and for the VENDOR'S compliance with all conditions of delivery and quality of purchased items or services under this AGREEMENT. Payments may be made by means of a CITY issued check, an ACH, or with a CITY issued Procurement Card.
11. NOTICES.

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via email, overnight courier, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:
City of Grand Prairie
ATTN: Chantel Winfield| Senior Buyer| Purchasing Division

300 West Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053- 4045
Phone 972-237-8372 Email cwinfield@gptx.org Accounts
Payable Contact: accountspayable@gptx.org

VENDOR:

Trane U.S., Inc.

ATTN: Colby White, Accounts
Manager

1617 Hutton Dr, Carrollton, Texas 75006

Phone 469-758-3000 Email Colby.white@trane.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or by email; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

12. This AGREEMENT is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States; and
13. The parties to this AGREEMENT covenant and agree that in any litigation relating to this AGREEMENT, the terms and conditions of the AGREEMENT will be interpreted according to the laws of the State of Texas.
14. The parties to this AGREEMENT agree and covenant that this AGREEMENT will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this AGREEMENT, exclusive venue will lie in Dallas County, Texas.
15. The CITY reserves its right to settle disputes by trial by jury.
16. Any claim for breach of this AGREEMENT shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725.
17. The CITY shall only be liable for attorneys' fees for breach of this AGREEMENT to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code.
18. Nothing in the AGREEMENT constitutes a waiver of the CITY' sovereign immunity.
19. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas

Government Code § 2274.001, and that it will not during the term of the AGREEMENT discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this AGREEMENT; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the AGREEMENT.

EXECUTED as of the last date listed below.

CITY OF GRAND PRAIRIE, TEXAS

TRANE U.S., INC.

William A. Hills, City Manager

Name: _____

Title: _____

DATE: _____

DATE: _____

ATTEST:

Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

Maleshia B. McGinnis, City Attorney