

**RESOLUTION No. 22-218**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ADOPT THE US COMMUNITIES RACINE COUNTY (WI), CONTRACT No. 3341 WITH TRANE US, INC.; AUTHORIZING THE CITY MANAGER TO ENTER INTO A 5-YEAR HVAC PREVENTIVE MAINTENANCE AGREEMENT WITH TRANE US INC. FOR THE GOVERNMENT CENTER IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS, WHICH ALSO INCLUDES DISCOUNTED RATES FOR THE PURCHASE OF HVAC GOODS AND SPECIALIZED SERVICES TO BE USED ON AN AS-NEEDED BASIS; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral Government Center is equipped with two (2) Trane Intellepacks Heating, Ventilation, and Air Conditioning (HVAC) units and numerous Variable Air Volume (VAV) boxes that control the amount of cold or hot air provided in each individual office space area; and

**WHEREAS**, it is very difficult to predict when an HVAC unit or any component of the system will malfunction or fail; and

**WHEREAS**, despite not having a contract, the Public Works Department (PWD) routinely procures repair services from Trane US, Inc. and utilizes them on an as-needed basis when any specific part of the system malfunctions; and

**WHEREAS**, in addition, Trane US, Inc. is the sole source of the Building Automated System (BAS) that controls all thermostats and lights at Government Center; and

**WHEREAS**, the PWD wishes to adopt the Racine County (WI) contract via the US Communities, with Trane US, Inc., which was competitively entered into in a manner

similar to that set forth in Chapter 2, Article V, of the City Code, in order to reduce the cost of tasks associated with materials, equipment, and services of the Trane HVAC system; and

**WHEREAS**, the Contract is valid from September 1, 2022 through August 31, 2027; and

**WHEREAS**, the PWD respectfully request authorization from the Mayor and the City Councilmember for the City Manager to enter into a 5-year HVAC preventive maintenance agreement with Trane US, Inc. for the HVAC units at Government Center, and for the discounted purchase of HVAC goods and specialized services, which will be used on an as-needed basis; and

**WHEREAS**, the HVAC 5-year preventive maintenance Contract will have a fiscal impact of \$8,980.00 in year one of the contract, which increases to \$9,680.00 in the second year, and increases to \$10,380.00 in following years (Years 3, 4, & 5); and

**WHEREAS**, the total fiscal impact for the 5-year period will be \$49,800.00; and

**WHEREAS**, funding for this request is available in the current Fiscal Year and will be budgeted in subsequent Fiscal Years in the Public Works Fund - "HVAC Repair & Maintenance" Account, Account No. 001.80005.500460; and

**WHEREAS**, other City Departments can use the contract for the purchase of discounted HVAC goods and specialized services on an as-needed basis.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein.

**Section 2. Approval.** The adoption of the Racine County (WI) contract via the US Communities with Trane US, Inc. for the purchase of discounted HVAC goods and specialized services, which will be used on an as-needed basis, and the 5-year HVAC preventive maintenance agreement in an amount not to exceed annual budgeted funds, which are attached as Exhibit "A", are hereby approved.

**Section 3. Authorization.** The City Manager is authorized to adopt the Contract, execute the maintenance agreement, and expend budgeted funds on behalf of the City in furtherance hereof. Furthermore, other City Departments are authorized to use the contract for the purchase of discounted HVAC goods and specialized services on an as-needed basis.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

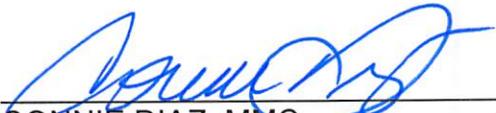
The foregoing Resolution was offered by Vice Mayor Cabral who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

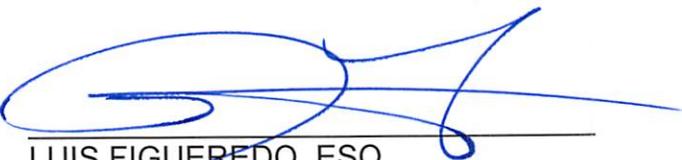
PASSED AND ADOPTED this 26 day of October, 2022.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”

**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 16<sup>th</sup> 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

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

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

BY: DocuSigned by:  
*Steven Zimmer* 8/16/2022  
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Trane U.S. Inc.  
BY: DocuSigned by:  
*Greg Spencer* 8/16/2022  
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