

SECOND AMENDMENT AND FIRST RENEWAL TO THE CONTRACT FOR HVAC SERVICES BETWEEN TRANE, U.S., INC. AND BREVARD COUNTY, FLORIDA

THIS SECOND AMENDMENT AND FIRST RENEWAL (hereinafter referred to as the “Agreement”) is made and entered into on the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter the “County”, and TRANE, U.S., Inc., an entity authorized to do business in the State of Florida, having a primary business address of 2301 Lucien Way, Suite 430, Maitland, Florida 32751, hereinafter referred to as the “Contractor”.

Witnesseth:

WHEREAS, on July 5, 2022, the County and the Contractor entered into a contract for heating, ventilation, and air conditioning preventative maintenance services, contract number 9744, hereinafter the “Original Contract”, which is incorporated herein by this reference; and

WHEREAS, the First Amendment to the Original Contract was executed by the Parties on March 11, 2025, to add new locations/equipment, outline compensation amounts for said locations, and establish the use of Task Orders to handle future updates dealing specifically with locations and equipment changes, hereinafter the “First Amendment”, which is incorporated herein by this reference; and

WHEREAS, the Parties hereto desire to amend the compensation schedules set forth in the First Amendment, specifically for Dr. Joe Lee Smith Community Center and Harry T. and Harriette V. Moore Justice Center; and

WHEREAS, the initial term of the Original Contract is from July 5, 2022, through July 4, 2025. The Original Contract may be extended by mutual written agreement for two (2) additional one (1) year periods; and

WHEREAS, this is the first renewal of the Original Contract, and the Parties hereto desire to renew the term of the Original Contract for an additional one (1) year continuing through July 4, 2026; and

WHEREAS, pursuant to Section 2 of the Special Conditions of R.F.P. #6-22-12, the Contractor may request a price adjustment for years four (4) and five (5) of the Contract as long as the request is supported by a written justification and does not exceed the rate of inflation determined by the Consumer Price Index (C.P.I.); and

WHEREAS, the Contractor requested a price adjustment for an increase of three percent (3%), citing labor and material increases due to inflation; and

WHEREAS, the County reviewed the Contractor's request for an increase of 3% and determined the request is reasonable at this time due to conditions outside the Contractor's control; and

WHEREAS, the Parties desire to enter into this Agreement to incorporate the price increase as reflected in Attachment A: Revised Price Sheet, attached hereto and incorporated herein by this reference, that shall be effective July 5, 2025, and continuing through July 4, 2026.

Now, therefore, in consideration of the terms, conditions, and mutual covenants contained herein, and for other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated into this Agreement by this reference.
2. REVISIONS TO FIRST AMENDMENT. The last sentence of paragraph 2.b. of the First Amendment, which relates to Dr. Joe Lee Smith Community Center, of the First Amendment, is hereby amended to read as follows:

The compensation for this location shall be \$1,467.43/month ~~for the remainder of the Original Contract, including any renewals or extensions thereto~~ continuing through to December 31, 2025.

The last sentence of paragraph 2.c. of the First Amendment, which relates to Harry T. and Harriette V. Moore Justice Center, is hereby amended to read as follows:

The compensation for this location shall be \$941.67/month ~~for the remainder of the Original Contract, including any renewals or extensions thereto~~ continuing through to December 31, 2025.

3. INCREASED PRICE. The price sheet, attached hereto and incorporated herein by this reference as Attachment A: Revised Price Sheet, is revised to reflect the three percent (3%) increase. Such prices shall be effective July 5, 2025, continuing through July 4, 2026. The three (3) locations identified in the First Amendment (New Emergency Operations Center; Dr. Joe Lee Smith Community Center; Harry T. and Harriette V. Moore Justice Center) are not included in the Revised Price Sheet and, as a result, are not eligible for the three percent (3%) increase.
4. AUTHORIZATION FOR PRICE INCREASE. The last two sentences of the second paragraph of the Special Conditions in R.F.P. #6-22-12 entitled CONTRACT PERIOD are hereby amended to read as follows:

A ~~W~~written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI), unless authorized by the County in writing. Any price adjustment shall be approved by the Central Services-Public Works Director or designee prior to the new price becoming effective.

5. Notice is hereby given to the Contractor by the County that the Original Contract is hereby renewed pursuant to the notification provision set forth therein for an additional one (1) year, continuing through July 4, 2026.
6. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the Parties have caused this Agreement to be executed by their duly authorized representatives in counterparts, each of which when taken together shall constitute one and the same agreement.

ATTEST:

BREVARD COUNTY, FLORIDA


Rachel M. Sadoff, Clerk


By: 
Rob Feltner, Chairman
Date: 6/20/25

As approved by the Board on August 3, 2021

Reviewed for legal form and content solely for Brevard County:


Deputy County Attorney

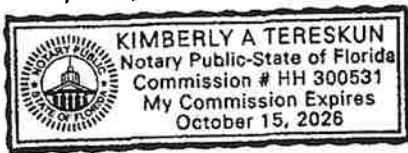
TRANE U.S., Inc.

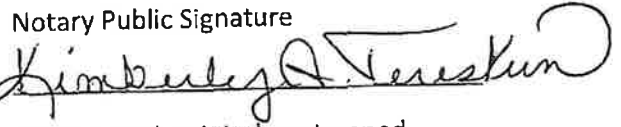
By: 
Erik Smedal, Area General Manager
Central Florida

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of June, 2025 by Erik Smedal, Area General Manager of TRANE, U.S., Inc., a corporation authorized to conduct business in Florida, on behalf of the corporation. He is personally known to me or has produced N/A as identification.

[Notary Seal]



Notary Public Signature

Name typed, printed or stamped
My Commission Expires: 10/15/26

**ATTACHMENT A
HVAC SERVICE
REVISED PRICE SHEET**

Building Name	Address	2025-2026 Annual Pricing w/ 3% Increase
Brevard County Detention Center	860 Camp Road, Cocoa	\$ 16,140.31
Barbara Pihl Law Enforcement Facility	2290 Columbia Drive, Titusville	\$ 13,485.58
Brevard County Government Center North	400 South Street, Titusville	\$ 43,995.60
County Service Complex - Titusville	700 Park Avenue, Titusville	\$ 26,819.14
Vassar B. Carlton Historic Titusville Courthouse	506 Palm Avenue, Titusville	\$ 21,621.35
County Service Complex - Merritt Island	2575 N. Courtenay Parkway, Merritt Island	\$ 22,298.13
TJ Mills Public Safety Center	1040 Florida Avenue, Rockledge	\$ 19,264.40
Harry T. & Harriette V. Moore Justice Center	2825 Judge Fran Jamieson Way, Viera	\$ 65,510.96
Brevard County Government Center Viera (Building A Chilled Water)	2725 Judge Fran Jamieson Way, Viera	\$ 8,463.62
Brevard County Government Center Viera (Building A Condenser Loops)	2725 Judge Fran Jamieson Way, Viera	\$ 14,535.36
Brevard County Government Center Viera (Building B Condenser Loops)	2725 Judge Fran Jamieson Way, Viera	\$ 10,205.03
Brevard County Government Center Viera (Building C Condenser Loops)	2725 Judge Fran Jamieson Way, Viera	\$ 14,535.36
Brevard County Government Center Viera (Building D Condenser Loops)	2725 Judge Fran Jamieson Way, Viera	\$ 10,205.03

Brevard County Government Center Viera (<i>Building E Condenser Loops</i>)	2725 Judge Fran Jamieson Way, Viera	\$	10,205.03
South Brevard Animal Shelter	5100 W. Eau Gallie Boulevard, Melbourne	\$	11,083.21
County Service Complex - Melbourne (A & B)	1515 Samo Road, Melbourne	\$	9,998.11
Melbourne Courthouse	51 Nieman Avenue, Melbourne	\$	28,369.67
Mims Library	3615 Lionel Road, Melbourne	\$	5,889.85
Titusville Library	2121 S. Hopkins Avenue, Titusville	\$	5,965.55
Merritt Island Library	1195 N. Courtenay Parkway, Merritt Island	\$	12,097.66
Catherine Schweinsberg-Rood Central Reference Library	308 Forrest Avenue, Cocoa	\$	51,571.00
Cocoa Beach Library	550 N. Brevard Avenue, Cocoa Beach	\$	6,571.19
Suntree/Viera Library	902 Jordan Blass Drive, Viera	\$	8,842.34
Eau Gallie Library	1521 Pineapple Avenue, Melbourne	\$	5,284.21
Melbourne Library	540 E. Fee Avenue, Melbourne	\$	7,555.36
Melbourne Beach Library	324 Ocean Avenue, Melbourne Beach	\$	10,205.03
West Melbourne Library	2755 Wingate Boulevard, Melbourne	\$	6,646.90
Emergency Operations Center	1746 Cedar Street, Rockledge	\$	12,153.18
Medical Examiner's Office	1750 Cedar Street, Rockledge	\$	13,389.69

Brevard County Health Department - Viera (<i>Clinic</i>)	2565 Judge Fran Jamieson Way, Viera	\$	18,451.83
Brevard County Health Department - Viera (<i>Administration</i>)	2565 Judge Fran Jamieson Way, Viera	\$	8,408.30
Space Coast Area Transit-Cocoa	401 S. Varr Avenue, Cocoa	\$	3,785.25
Space Coast Area Transit-Melbourne	460 S. Harbor City Boulevard, Melbourne	\$	5,208.50
Fire Station #48	5550 Porada Drive, Viera	\$	3,391.58
Fire Station #80	400 Pineda Court, Melbourne	\$	2,483.12
South Mainland Community Center	3700 Allen Avenue, Micco	\$	4,829.98
South Beach Community Center	500 Old Florida Trail, Melbourne Beach	\$	5,662.73
Max K. Rodes Community Center	3000 Minton Road, W. Melbourne	\$	4,754.27
Wickham Park Senior Center	2785 Leisure Way, Melbourne	\$	7,005.24
Viera Regional Park Community Center	2399 Judge Fran Jamieson Way, Viera	\$	4,754.27
GRAND TOTAL		\$	561,643.12

ADDITIONAL HOURLY RATES:	
Hourly Rate for Additional Services	\$154.50
Overtime Rate for Additional Services	\$231.75
Training Hourly Rate	\$154.50
Building Automation System Operational Support (Hourly Rate)	\$157.59
Building Automation System Operational Support (Hourly Overtime Rate)	\$236.39
Material Mark-Up (not to exceed 20%)	20%