

# Bernhard

## Mansfield Subcourthouse

### *REVISION 1*

## Chiller 1 CIRCUIT 1

## Compressor 1 & 3 Replacements

### *Proposed Project Agreement*

**Date:**

7/25/2024

**Proposal Number:**

P1299

**Prepared for:**

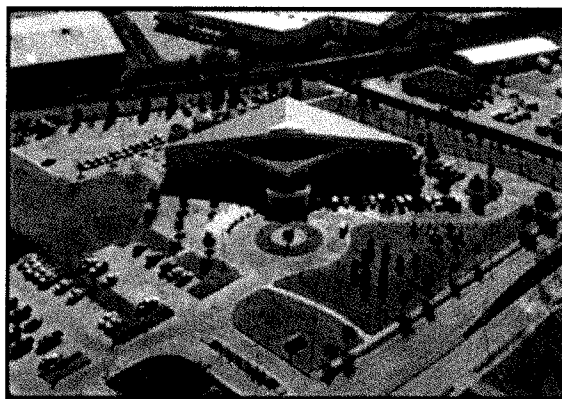
Mr. Waylon Roberson  
Tarrant County - Mansfield Subcourthouse  
1100 E Broad Street  
Mansfield, Texas 76063

**Prepared by:**

Jeff Guyton

(469) 499-0397

[jguyton@bernhard.com](mailto:jguyton@bernhard.com)



## PROJECT PROPOSAL

### Mansfield Subcourthouse Chiller 1 Compressors 1 & 3 Replacement

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**Company:**

Bernhard

440 Wrangler Drive Suite 500  
Coppell, TX 75019  
(469) 499-0397

**Bill To:**

Tarrant County - Mansfield  
Subcourthouse  
1100 E Broad Street  
Mansfield, Texas 76063  
Waylon Roberson

**Agreement Location:**

Tarrant County - Mansfield  
Subcourthouse  
1100 E Broad Street  
Mansfield, Texas 76063  
Waylon Roberson

**WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:**

**REPLACEMENT OF 2 COMPRESSORS****CIRCUIT 1 TANDEM COMPRESSORS (Compressor 1 & Compressor 3)****McQUAY AIR COOLED CHILLER**

**Model Number: AHZ055A**

**Serial Number: STNU990400121**

**PRICING PER RFBP# 2021-129**

**YOUR INVESTMENT FOR THIS SCOPE OF WORK and PROPOSAL IS: ..... \$ 27,308.00**

**SCOPE OF WORK**

1. LOTO
2. Isolate Water Flow to Circuit 1 Chiller 1
3. Disconnect Electrical and Controls
4. Recover R22 Charge in Circuit 1 Chiller 1
5. Disconnect and Isolate Compressors Circuit 1 Chiller 1 (Compressors 1 & 3)
6. Remove and Dispose of Circuit 1 Chiller 1 Compressor 1 & 3
7. Remove Existing Core Driers
8. Acid Away Application
9. Furnish and Install 2 - New Scroll Compressors (Compressor 1 & 3) (OEM)
10. Furnish and Install 2 - Compressor Contactors
11. Furnish and Install 2 - Core Driers
12. Furnish and Install 1 – Equalization Kit
13. Charge Circuit 1 with Re Manufactured R22 Refrigerant; Charge to be Weighed in per Manufacturer's Recommendations
14. Reconnect Electrical and Controls

16. Remove LOTO
17. Vacuum; Welding
18. Nitrogen
20. Leak Check
21. Hoisting & Rigging
22. Copper Material for Installation of Equalizing Kit
23. Start Up and Check Out with Report to Owner
24. All Work to be Performed During Normal Business Hours
25. Remove and Dispose ALL Debris Associated with this Scope of Work
26. Manufacturer's Warranty on Replacement Compressor, Parts and Material. One Year Warranty on Work Performed.

## EXCLUSIONS

1. Tax
2. Any Item NOT ASSOCIATED WITH THE ABOVE SCOPE OF WORK WITHOUT THE PRIOR WRITTEN APPROVAL OF TARRANT COUNTY and BERNHARD

## COSTS/SALES PRICE BREAKDOWN

### Pricing per RFPB# 2021-129

1. Labor: 48.0 Man Hours @ \$ 97.00/Man Hour: \$ 4,656.00
2. Replacement Compressors: \$ 15,214.00
3. R22 Refrigerant: 60# @ \$ 54.00/Pound: \$ 3,240.00
4. Equalization Kit: \$ 967.00
5. Compressor Contactors: \$ 140.00
6. Drier Cores: \$ 360.00
7. Replacement of King Valve and Schrader Caps: \$ 20.00
8. Vacuum and Welding: \$ 650.00
9. Nitrogen: \$ 65.00
10. Hoisting & Rigging: \$ 1,500.00
11. Copper Material: \$ 225.00
12. Bond: \$ 271.00

**TOTAL: \$ 27,308.00**

**This proposal is good for 30 days**

A Purchase Order is accepted or upon execution as provided below. This agreement shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

**Bernhard MCC, LLC**

\_\_\_\_\_  
Signature (Authorized Representative)

Jeff Guyton  
Name (Print/ Type)

\_\_\_\_\_  
Title

July 25, 2024  
Date

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO#

# **AIA® Document A312™ – 2010**

## Payment Bond

**CONTRACTOR:***(Name, legal status and address)*

Bernhard MCC, LLC  
 440 Wrangler Drive, Suite 500  
 Coppel, TX 75019

**SURETY:**

*(Name, legal status and principal  
 place of business)*  
 Nationwide Mutual Insurance Company  
 One West Nationwide Blvd., FSSC-RR  
 Columbus, OH 43215-2220

**OWNER:***(Name, legal status and address)*

Tarrant County  
 1100 E. Broad Street  
 Mansfield, Texas 76063

**CONSTRUCTION CONTRACT**

Date:

Amount: \$27,308.00

Description:

*(Name and location)*

Mansfield Subcourthouse Chiller 1 Compressors 1 & 3 Replacement, REPLACEMENT OF 2 COMPRESSORS  
 CIRCUIT 1 TANDEM COMPRESSORS (Compressor 1 & Compressor 3) McQUAY AIR COOLED CHILLER  
 Model Number: AHZ055A Serial Number: STNU990400121 PRICING PER RFBP# 2021-129

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$27,308.00

Modifications to this Bond:

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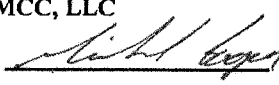
None

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See Section 18

**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)*

Bernhard MCC, LLC

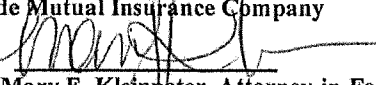
Signature: 

Name and

Title:

*(Any additional signatures appear on the last page of this Payment Bond.)***SURETY**Company: *(Corporate Seal)*

Nationwide Mutual Insurance Company

Signature: 

Name and Mary E. Kleinpeter, Attorney-in-Fact

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

Cadence Insurance  
 A Gallagher Company  
 4041 Essen Lane, Suite 400  
 Baton Rouge, LA 70809

**OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party.)*

This document has important  
 legal consequences.

Consultation with an attorney  
 is encouraged with respect to  
 its completion or modification.

Any singular reference to  
 Contractor, Surety, Owner or  
 other party shall be considered  
 plural where applicable.

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User Notes:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

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User Notes:



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: CHARLES E REAGIN, III; CHARLOTTE RAMSEY; CHARLOTTE L WRIGHT; CHRISTOPHER BOONE; DAVID FORTENBERRY; DEBBIE DUNAWAY; DEWEY B MASON; EDWARD L KINNEY JR; JAMES ELEY BRASHIER; JOSEPH BEATTIE; KATHLEEN SCARBOROUGH; KIMBERLY BARHUM; LISA BUTLER; MARKHAM R MCKNIGHT; MARY E KLEINPETER; PATRICK MASON; RHONDA S CROOKS; ROXANNA S BORER; STEPHANIE S MCKNIGHT; SUSAN SKRMETTA; TAWANDA A WEATHERSPOON; THOMAS M SANDAHL; TRENT J SANDAHL; TROY P WAGENER; WILLIAM G MCKNIGHT;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

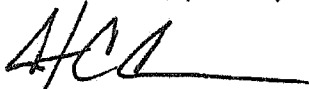
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.


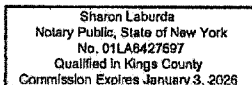


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



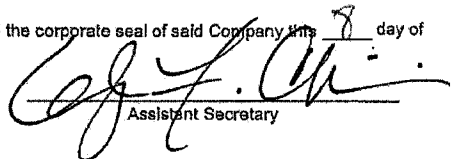
Notary Public  
My Commission Expires  
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimlenti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 8 day of

August, 2024

  
Assistant Secretary