



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 12

DATE: 09/17/2024

SUBJECT: **BID NO. 2021-129 - ANNUAL CONTRACT FOR HVAC CHILLER
MAINTENANCE, REPAIR, AND PARTS REPLACEMENT -
FACILITIES MANAGEMENT - BERNHARD MCC, LLC**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept payment bond for Bid No. 2021-129, Annual Contract for HVAC Chiller Maintenance, Repair, and Parts Replacement, for Facilities Management, with Bernhard MCC, LLC for \$27,308.00.

BACKGROUND

On October 19, 2021, the Commissioners Court, through Court Order #136626, awarded Bid No. 2021-129, Annual Contract for HVAC Chiller Maintenance, Repair, and Parts Replacement, for Facilities Management, to the following vendors:

Primary	Daikin Applied Americas, Inc. Bernhard MCC, LLC	Sections 1 and 2 Section 3
Secondary	Carrier Corporation Daikin Applied Americas, Inc.	Sections 1 and 2 Section 3
Alternate	Bernhard MCC, LLC Carrier Corporation	Sections 1 and 2 Section 3

On August 30, 2022, the Commissioners Court, through Court Order #138990, approved the first renewal option.

On July 11, 2023, the Commissioners Court, through Court Order #141218, approved the second and final renewal option.

Proposal #P1299 received from Bernhard MCC, LLC meets all requirements and is acceptable to Facilities Management.

Bernhard MCC, LLC will provide all labor, materials, and equipment for the repair of Chiller 1, Compressors 1 and 3, at the Mansfield Subcourthouse.

SUBMITTED BY: Purchasing

PREPARED BY: Cathy Halliburton, CPPB, NIGP-
APPROVED BY: CPP
Chris Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 09/17/2024 PAGE 2 OF 12

A payment bond is part of the requirement in order for the contractor to begin work. The bond is required solely for the protection of all claimants supplying labor or furnishing materials used on this project.

FISCAL IMPACT

Funding in the amount of \$27,308.00 is available in account 10000-2024 General Fund/3110217000 Mansfield Sub-Courthouse/532025 Air Conditioning Maintenance Contract.12



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: _____ Bid No. 2021-129 - Annual Contract for HVAC Chiller Maintenance, Repair, and Parts Replacement - Facilities Management - Bernhard MCC, LLC

County Department: _____ PURCHASING

Contact Person: _____ Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: _____ (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No ✓

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



PROJECT PROPOSAL

Mansfield Subcourthouse Chiller 1 Compressors 1 & 3 Replacement

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

Bernhard

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#

§ 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.

§ 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

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.

AIA Document A312™ - 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

User Notes: