

## RFB 2023-071 Fire Alarm Replacement

### Award

	<b>Star Asset Security LLC Carrollton, TX 75006 HUB - No</b>
Item	Price
Materials	\$ <b>252,660.46</b>
Services	\$ <b>299,047.48</b>
Required Bonds	\$ <b>23,458.76</b>
Attic Stock	\$ <b>4,211.20</b>
<b>TOTAL</b>	<b>\$ 579,377.90</b>
Earliest Start Date	<b>4/1/2023</b>
Total Calendar Days to Complete	<b>180</b>

ECHO Power Engineering and Security Operations Group Int. were deemed non-responsive. ECHO Power Engineering did not sign Addendum #2 and Security Operations Group Int. did not sign the signature page which are requirements per the bid documents.



March 15, 2023

Elizabeth Pietzsch, MBA, CPCM  
Senior Contracts Administrator  
Tarrant County Purchasing  
100 E Weatherford, Suite 303  
Fort Worth, Texas 76196-0104

**RE: RFB 2022-125 FIRE ALARM REPLACEMENT**  
**BHB Project Number 2020.010.014**

Elizabeth,

Following the bidding and scope review meeting held with Star Asset Security, LLC on March 15, 2023 with the clarifications received and agreed to during the meeting, I am comfortable with the bid supplied for Star Asset Security, LLC to accomplish the Work as stated for the project.

Sincerely:

**BAIRD, HAMPTON & BROWN**

A handwritten signature in black ink, appearing to read 'Paul Morris', is written over a light blue horizontal line.

Paul Morris, P.E.  
Associate | Electrical Engineer

THE STATE OF TEXAS     § Agreement for Fire Alarm Replacement  
COUNTY OF TARRANT   § RFB 2023-071

This Agreement is by and between Tarrant County, Texas (the "Owner"), and Star Asset Security LLC (the "Contractor"). In consideration of the mutual promises and agreements contained herein, the Owner and Contractor agree as follows:

1. The Contractor will perform the work required by and described in the Contract Documents listed in Section 8 below of the Agreement, generally titled "Fire Alarm Replacement" (the "Project"). The Contractor will complete the Project no later than one hundred eighty (180) calendar days after the agreed upon start date.
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances, equipment, and materials necessary for the completion of the Project in accordance with the drawings and specifications prepared by Baird, Hampton & Brown and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. The Contractor hereby agrees and binds itself to commence work within ten (10) days after "Notice to Proceed" issued by Tarrant County.
4. **Total Contract Price:** The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of five hundred seventy-nine thousand three hundred seventy-seven and 90/100 dollars (\$579,377.90). The Total Contract Price consists of the following components:

Materials	\$ 252,660.46
Services	\$ 299,047.48
Required Bonds	\$ 23,458.76
Attic Stock	\$ 4,211.20
<b>Total Contract Price</b>	<b>\$ 579,377.90</b>

5. Based upon applications for payment submitted to Tarrant County Facilities Management by Contractor, the Owner will make progress payments on account of the Total Contract Price to the Contractor as follows:

There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the Total Contract Price for thirty (30) days after final acceptance of the work.

6. TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONTRACTOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.

7. **Compliance with Laws.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
8. The Contract Documents consist of the following:
- This Agreement
  - Request for Bid 2023-071 Volume I Bid Documents
  - Request for Bid 2023-071 Volume II Technical Specifications
  - Baird, Hampton & Brown Document Drawings
  - Star Asset Security LLC response to RFB 2023-071
  - Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

COUNTY OF TARRANT  
OWNER

\_\_\_\_\_  
(SIGNATURE)

BY: Tim O'Hare

TITLE: County Judge

Date: \_\_\_\_\_

STAR ASSET SECURITY LLC  
CONTRACTOR

\_\_\_\_\_  
(SIGNATURE)

BY: James Muncey

TITLE: President

Date: 4/7/23

\*Approved as to Form:

Certification of Funds Available  
in the Amount of \$579,377.90

Kimberly Collist Wesley  
Criminal District Attorney's Office

\_\_\_\_\_  
S. Renee Tidwell  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. GM223278

AIA Document A312

## Payment Bond

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

### CONTRACTOR (Name and Address):

Star Asset Security LLC  
1411 Edgewater Drive, Suite 203  
Orlando, FL 32804

### OWNER (Name and Address):

Tarrant County, Texas  
100 E. Weatherford  
Fort Worth, TX 76196

### SURETY (Name and Principal Place of Business):

Great Midwest Insurance Company  
800 Gessner, Suite 600  
Houston, TX 77024

### CONSTRUCTION CONTRACT

Date:

Amount: \$579,377.90 Five Hundred Seventy Nine Thousand Three Hundred Seventy Seven Dollars and 90/100

Description (Name and Location): Fire Alarm Replacement; RFB 2023-071

### BOND

Date (Not earlier than Construction Contract Date): March 28, 2023

Amount: \$579,377.90 Five Hundred Seventy Nine Thousand Three Hundred Seventy Seven Dollars and 90/100

Modifications to this Bond:

☐ None

☒ See Page 6

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Star Asset Security LLC

Signature: Eric Hutcherson

Name and Title:

(Any additional signatures appear on page 6)

### SURETY

Company: (Corporate Seal)

Great Midwest Insurance Company

Signature: Dayna M Betz

Name and Title: Dayna M Betz  
Attorney-in-Fact

Surety Phone No. 713-935-4800



(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

McGriff Insurance Services, LLC  
5850 Waterloo Road, Suite 240  
Columbia, MD 21045  
410-480-4400

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

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Dayna M Betz

Surety Bond Number: GM223278

Principal: Star Asset Security LLC

Obligee: Tarrant County, Texas

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

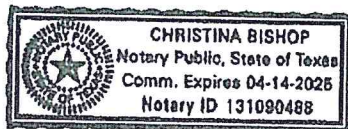
BY

*Mark W. Haushill*

Mark W. Haushill  
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

*Christina Bishop*

Christina Bishop  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of March, 2023.



BY

*Leslie K. Shaunty*

Leslie K. Shaunty  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. GM223278

AIA Document A312

## Performance Bond

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**CONTRACTOR (Name and Address):**

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Orlando, FL 32804

**OWNER (Name and Address):**

Tarrant County, Texas  
100 E. Weatherford  
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**SURETY (Name and Principal Place of Business):**

Great Midwest Insurance Company  
800 Gessner, Suite 600  
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**CONSTRUCTION CONTRACT**

**Date:**

Amount: \$579,377.90 Five Hundred Seventy Nine Thousand Three Hundred Seventy Seven Dollars and 90/100  
Description (Name and Location): Fire Alarm Replacement; RFB 2023-071

**BOND**

Date (Not earlier than Construction Contract Date): March 28, 2023

Amount: \$579,377.90 Five Hundred Seventy Nine Thousand Three Hundred Seventy Seven Dollars and 90/100

Modifications to this Bond:

☒ None

☐ See Page 3

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Star Asset Security LLC

Signature: Eric Hutcheson  
Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

**AGENT or BROKER:**

McGriff Insurance Services, LLC  
5850 Waterloo Road, Suite 240  
Columbia, MD 21045  
410-480-4400

**SURETY**

Company: (Corporate Seal)

Great Midwest Insurance Company

Signature: Dayna M Betz  
Name and Title: Dayna M Betz  
Attorney-in-Fact

Surety Phone No. 713-935-4800

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