

INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB *

WHEREAS at a Webb County Commissioner’s Court Meeting held on the 12th day of August, 2019, the Court approved and awarded a Supervisory Control and Data Acquisition (SCADA) System infrastructure upgrade project pursuant Request for Qualifications (RFQ 2019-004), entitled “Supervisory Control and Data Acquisition SCADA System Upgrade for Water Utilities”, to TraC-n-trol, Inc., in accordance with TraC-n-trol, Inc.’s responsive statement of qualifications/proposal/bid thereto.

NOW, THEREFORE, IT IS AGREED by, and between Webb County and TraC-n-trol, Inc., hereinafter referred to as “TraC-n-trol, Inc.” shall provide “County” with the following goods and/or services pursuant to Webb County’s RFQ 2019-004 entitled “Supervisory Control and Data Acquisition SCADA System Upgrade for Water Utilities” together with the responsive statement of qualifications, submitted by and awarded to TraC-n-trol, Inc., on June 24th, 2019 by the Webb County Commissioner’s Court; 1.) scope of services, including providing the upgrade of the Rio Bravo Water Treatment Plant SCADA System and remote water sites, control panels, software to be licensed under separate agreement in the name of Webb County, and instrumentation 2) electrical and controls integration of motor operated valves at the Rio Bravo Water Treatment Plant; and 3) SCADA elements at El Cenizo Control Valve Improvements Project; and related services, to provide the following services as an Independent Contractor, in accordance therewith, and as set for herein-below;

Effective Date, Term, Services Provided/Completion Date and/or Termination Date

The term of this Agreement is for the duration of the project commencing from date of Notice to Proceed, for a total of Three Hundred Thirty (330) calendar days to substantial completion, and Three Hundred Sixty (360) calendar days to final completion from the date stated on the Webb County Official Notice to Proceed, and shall terminate upon completion, review and written acceptance of the Independent Contractor services provided as described herein by “COUNTY”.

This Agreement may not be modified unless done so, dated and in writing, executed by both parties, and expressly conditioned upon approved by a majority of a quorum of the Webb County Commissioner’s Court.

1. Independent Contractor/Professional Services Provided

It is hereby covenanted and agreed by the parties that the services to be provided to “County” by the Independent Contractor and/or Professional shall incorporate the scope of work and requirements as set forth in the Request for Qualifications (RFQ 2019-004, entitled “Supervisory Control and Data Acquisition SCADA System Upgrade for Water Utilities” attached hereto as Exhibit “A”, and TraC-n-trol, Inc.’s, “SCADA System Upgrade Design and Pricing Report –

Basis for Agreement per RFQ 2019 – 004” attached hereto as Exhibit B, and both Exhibits “A & B” are hereby incorporated by reference for all intents and purposes.

“TraC-n-trol, Inc.” shall provide “County” with the following pursuant to Webb County’s RFQ 2019-004 entitled “Supervisory Control and Data Acquisition SCADA System Upgrade for Water Utilities”; 1.) scope of services, including providing the upgrade of the Rio Bravo Water Treatment Plant SCADA System and remote water sites, control panels, software to be licensed under separate agreement in the name of Webb County, and instrumentation 2) electrical and controls integration of motor operated valves at the Rio Bravo Water Treatment Plant; and 3) SCADA elements at El Cenizo Control Valve Improvements; and related services, being more particularly described in Webb County Request for Qualifications (RFQ 2019-004), entitled “Supervisory Control and Data Acquisition SCADA System Upgrade for Water Utilities.”, attached hereto as Exhibit “A”.

The responsive statement of qualifications, submitted by and awarded to TraC-n-trol, Inc. on April 23rd, 2019 by the Webb County Commissioner’s Court to provide the services set forth in Request for Qualifications (RFQ 2019-004, entitled “Supervisory Control and Data Acquisition SCADA System Upgrade for Water Utilities”) as an Independent Contractor, in accordance therewith, and as set for herein and attached hereto as Exhibit “A”.

The parties hereby agree that the Request for Qualifications (RFQ 2019-004, entitled “Supervisory Control and Data Acquisition SCADA System Upgrade for Water Utilities”) attached hereto as Exhibit “A”, and the actual scope of work is specifically defined in TraC-n-trol, Inc.’s, “SCADA System Upgrade Design and Pricing Report – Basis for Agreement per RFQ 2019–004” attached hereto as Exhibit “B”, shall constitute the full extent of the requirements set forth in this agreement between Webb County and TraC-n-trol, Inc.

2. Payment & Compensation/Requests for Payment/Purchase Order Requests

Webb County shall pay “TraC-n-trol, Inc.”, for such scope of work included in the “SCADA System Upgrade Design and Pricing Report – Basis for Agreement “Exhibit B”, per RFQ 2019 – 004” and/or related goods/services in an amount not to exceed the total sum of **ONE MILLION TWO HUNDRED NINETY-NINE THOUSAND THREE HUNDRED DOLLARS AND 00/100 CENTS (\$1,299,300.00)**.

Any request for payment for the above described goods and/or services, will required the submission of an itemized and/or detailed written invoice for goods and/or services provided to the billing address or billing e-mail provided on an official Webb County Purchase Order and after completion, review and acceptance of these services, or partial payments thereof, by “County”. Payments shall be made in accordance with the agreed basis in the schedule of values.

The basis of the schedule of values shall be the pricing included in TraC-n-trol, Inc.’s, “SCADA System Upgrade Design and Pricing Report – Basis for Agreement per RFQ 2019 – 004” – Exhibit “B”. An invoice shall accompany each partial pay request identifying the Official Webb County Purchase Order Number.

The County Auditor will only authorize payment for the goods/services described on an Official Webb County Purchase Order unless otherwise permitted by law or the Webb County Purchasing Policy.

Further, compensation for unauthorized change orders will not be paid by Webb County. Only written change orders authorized by the Webb County Commissioner's Court and/or the Webb County Purchasing Agent through an Official Purchase Order will be paid upon submission of invoices and once all goods are received and/or services completed.

No other Webb County Official, employee, officer or Elected Official is authorized to approve purchases and/or changes to purchase orders unless approved by the Webb County Purchasing Agent and/or a majority of a quorum of the Webb County Commissioner's Court.

3. RELATIONSHIP OF PARTIES: Contractor is engaged under this Agreement as an **"INDEPENDENT CONTRACTOR"** and not as an agent or employee of Owner. Contractor is not entitled to benefits of any kind to which Owner's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Contractor assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Contractor and Contractor's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other party.

4. SUCCESSORS AND ASSIGNS: This Agreement may not be assigned or subcontracted, in full or in part, by either party without first obtaining written consent of the other party. The parties shall not be relieved of its full responsibility for completion of work because of subletting of any portion of the work. This Agreement shall be binding upon and shall ensue to the benefit of the parties hereto and their respective successors, transferees, and assigns.

5. INDEMNITY: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), ARISING FROM ANY CLAIM OR CAUSE OF ACTION FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF CONTRACTOR'S EMPLOYEES AND/OR ANY ACTS PERFORMED UNDER THIS CONTRACT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. IN CASE OF ANY SUCH CLAIM, CONTRACTOR, UPON NOTICE FROM OWNER, COVENANTS TO DEFEND ANY SUCH ACTION OR PROCEEDING. THE CONTRACTOR SHALL ALSO SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, COURT COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES THAT MIGHT BE INCURRED IN LITIGATION OR OTHERWISE DEFENDING OR PROSECUTING THE CLAIMS.

6. **COMPLIANCE WITH LAWS:** Contractor agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including, but not limited to, those pertaining to safety, and shall obtain all licenses, registrations, or other approvals required in order to fully perform its obligations hereunder. Contractor represents and warrants that all improvements made to the property shall comply with the Americans with Disabilities Act (ADA) and all other applicable Federal/State Codes, regulations, and laws.

7. **SEVERABILITY:** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

8. **GOVERNING LAW/VENUE:** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties hereby further agree that for any litigation regarding this agreement that venue lies exclusively in Webb County, Texas.

9. **DEFAULT AND TERMINATION:** In the event either party interferes with the general progress of this Project intentionally, or by negligence, or intentional or negligent delay, the non-defaulting party may complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Agreement against the defaulting party, and the defaulting party shall reimburse the non-defaulting Party for any loss sustained thereby.

10. **ATTORNEY'S FEES:** In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees incurred by such other party.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between the parties. Any modifications to this Agreement must be in writing and signed by the party sought to be bound.

12. **OMISSIONS:** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any portion of this Agreement shall be omitted here-from, then it is hereby declared that such omission was unintentional and that the omitted element shall be included in order to give meaning, validity, and/or effect to any portion of this Agreement.

13. **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES:** Contractor agrees to comply at all times with all federal, state, county, and/or City of Laredo building, development codes, city building permits, rules, regulations, ordinances and laws, and Contractor shall not permit the Premises or any part thereof to be used for (a) any offensive, noisy, or dangerous activity that would pose a health or safety risk; (b) the creation or maintenance of a

public nuisance, (c) anything which is against public regulations or rules of any public authority at any time applicable to the Premises; or (d) any purpose or any manner which will obstruct, interfere with, or infringe on the rights of other tenants or adjoining properties.

14. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. AMENDMENT: No amendment, modification, or alteration of the terms of this Agreement hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and approved by the Webb County Commissioner's Court and duly executed by both of the parties hereto.

16. TIME OF ESSENCE: Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.

17. ADDITIONAL PROVISIONS:

Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

Confidentiality. Any confidential information provided to or developed by Consultant in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of **WEBB COUNTY.**

Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, will-full misconduct, negligent act or omission, or other wrongful act of either of them.

Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.


Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

EXECUTED in duplicate originals this 20th day of AUGUST, 2019.

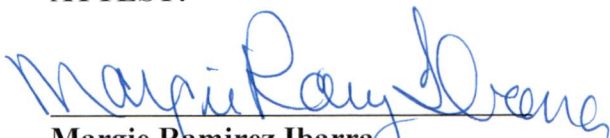
WEBB COUNTY, TEXAS

TraC-N-TROL, Inc.


Tano Tijerina
Webb County Judge
Date: Aug. 20, 2019

Larry Brown-President
Date: Aug. __, 2019

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk



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This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.


EXECUTED in duplicate originals this 26th day of AUGUST, 2019.

WEBB COUNTY, TEXAS



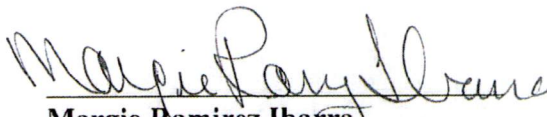
Tano Tijerina
Webb County Judge
Date: Aug. 20, 2019

TraC-N-TROL, Inc.



Larry Brown-President
Date: Aug. 26, 2019

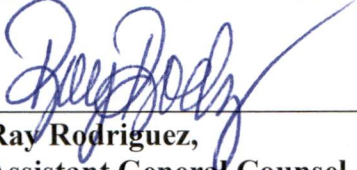
ATTEST:



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Ray Rodriguez,
Assistant General Counsel
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

RFQ 2019-004 Presented for Approval at the Webb County Commissioner's Court meeting held on the 23rd day of April, 2019, Item No. 12a.

Presented for Approval at the Webb County Commissioner's Court meeting held on the 12th day of August, 2019, Item No. 37.

CONTRACT EXHIBITS

Exhibit A – (RFQ 2019-004, entitled “Supervisory Control and Data Acquisition SCADA System Upgrade for Water Utilities”), attached hereto.

Exhibit B – (SCADA System Upgrade Design and Pricing Report/Basis for Agreement per RFQ 2019 – 004), attached hereto.



Request for Qualifications (RFQ)

RFQ 2019-004

***"Supervisory Control and Data Acquisition (SCADA)
System Upgrade for Water System Facilities"***

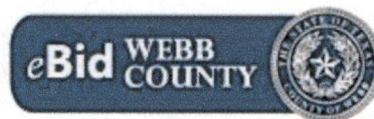
Due: April 05, 2019 at/or before 10am

Notice is hereby given that; Webb County is soliciting Requests for Qualifications (RFQ) for Supervisory Control and Data Acquisition (SCADA) System Upgrade for Water System Facilities. The project includes replacing and/or integrating existing SCADA equipment with new SCADA equipment; and migrating the operations monitoring, control, data files, data collection, and alarm functions from the existing SCADA to a new SCADA system. The current condition of the existing water SCADA facilities, and the potential for failure creates an urgent public necessity to implement an expeditious process for upgrading water facilities to insure continued TCEQ compliance, public health protection, and operational integrity. This solicitation will comply with the Texas Local Government Code, Section 262, Sub-Chapter C (Competitive Bidding in General).

The accompanying RFQ with its terms, conditions, attachments and all other forms in this RFQ package are due by or before 10 a.m. (Central Time) on, April 05, 2019. ***RFQ received after the due date and time will not be accepted.*** All RFQ meeting the required deadline will be read publicly at the following location in accordance with Webb County Purchasing Policies and Procedures:

Webb County Purchasing Department
1110 Washington St., Ste. 101
Laredo, Texas 78040

This RFQ solicitation can be viewed at the following online address. Interested Contractors may submit their proposals by registering on Webb County's eBid site and uploading their file to our Response Attachment Tab. Should anyone need assistance please contact Mr. Juan Guerrero, Contract Administrator at (956) 523-4125.



<https://webbcountyebid.ionwave.net/Login.aspx>

Webb County reserves the right to reject any and all RFQ, to waive informalities in the RFQ process, or to terminate the RFQ process at any time, if deemed in the best interest for Webb County.

THIS FORM MUST BE INCLUDED WITH RFQ PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFQ PACKAGE AND SIGN BELOW TO COMPLETE SUBMITTAL OF EACH REQUIRED ITEM.

RFQ # 2019-004
"Supervisory Control and Data Acquisition (SCADA)
System Upgrade for Water System Facilities"

- Proposer Information

- A minimum of five (5) references

- Conflict of Interest form (Form CIQ)

- Certification regarding Debarment (Form H2048)

- Certification regarding Federal lobbying (Form 2049)

- Code of Ethics Affidavit

- Proof of No Delinquent Tax Owed to Webb County



Signature of person completing RFQ

Table of Contents

1. Introduction	pg. 4
2. Scope of Work	pg. 4
3. Proposal Preparation Cost	pg. 4
4. Instructions to Proposers	pg. 4, 5
5. Terms	pg. 6
6. Conflict & Interest	pg. 7
7. Texas Ethics Commission Requirement Notification	pg. 7
8. Code of Ethics	pg. 7
9. General Conditions	pg. 8
10. RFQ Evaluation	pg. 8
11. RFQ Evaluation Team.....	pg. 9
12. Proposal Schedule.....	pg. 9
13. Special Accommodations.....	pg. 9

1. Introduction

Webb County is soliciting Requests for Qualifications (RFQ) for Supervisory Control and Data Acquisition (SCADA) System Upgrade for Water System Facilities. The project includes replacing and/or integrating existing SCADA equipment with new SCADA equipment; and migrating the operations monitoring, control, data files, data collection, and alarm functions from the existing SCADA to a new SCADA system. The current condition of the existing water SCADA facilities, and the potential for failure creates an urgent public necessity to implement an expeditious process for upgrading water facilities to insure continued TCEQ compliance, public health protection, and operational integrity.

2. Scope of Work

The County is seeking qualified SSI firms to implement the improvements described in the Technical Elements Section of this RFQ, as it may be amended and/or modified. The technology provided should be for replacing the County's existing SCADA system and capable of integrating existing equipment where possible. The selected SSI firm shall provide electrical and controls engineering; furnish and install the equipment while maintaining operational control; furnish programming and support during the startup process; furnish training for County employees; furnish databases, storage, and reports; provide a warranty for all equipment for a minimum of one year from the date of final acceptance by the County; and provide necessary long-term support to insure that the County maximizes the use of its investment.

3. Proposal Preparation Cost

The County will not reimburse any proposer for any costs involved in the preparation and submission of proposals, amendments or other relevant documents associated with the RFQ.

4. Instructions to Proposers

RFQ Proposals will be organized and sections tabbed in the following order. All Proposals will include at minimum:

1. LETTER OF TRANSMITTAL

- a. The Proposal letter shall be addressed to the Webb County Purchasing Agent and shall include at a minimum the following:
 - I. Name of Individual, Partnership, Company or Corporation submitting proposal;
 - II. Contact information for proposal submittal questions and future performance questions;
 - III. Statement that all terms and conditions of the RFQ are understood and acknowledged by the undersigned;
 - IV. Signature(s) and title(s) of the representative(s) legally authorized to bind the Proposer.

2. EXECUTIVE SUMMARY

The Proposer will include an Executive Summary that states how they view this contractual opportunity and provides an overview of their approach. Also included should be Proposer's experience and past performance.

- I. Please provide a list of five (5) references that can describe your previous performance providing architectural services such as design plans, development on construction documents and construction management.

For each reference, detail:

- Name and address of entity (Contractor, County, company, etc.);
- Name, title, e-mail address, and phone number of entity's contact person;
- Provide project dates, current and past;
- A brief summary of the scope of services provided for each project.

STATEMENT OF QUALIFICATIONS SECTION

The respondent's SOQ shall include the following minimum information:

1. Company Profile with listing of principals by percent ownership and their role in the company
2. Type of company – corporation, sole proprietorship, etc.
3. Primary field of business interest (water/wastewater, industry, oil & gas, etc.), listed by percent of revenue.
4. Date of Incorporation and/or start-up, or evidence of authority to do business in the State of Texas, or written covenant to obtain such authority with the time allowed for evaluation of proposals.
5. Number of years under the current ownership structure
6. Number and location of offices and technical support centers
7. Percentage of work based on this proposed project to be:
 - a. Self-performed – completed by company personnel = what percent
 - b. Sub-contracted – completed by personnel of other companies = what percent
8. Listing of all sub-contractors proposed to be used, including a complete Statement of Qualifications as required under this section to be completed by the sub-contractor.
9. Number of SSI employees (not subcontractor employees) dedicated to construction, integration, and technical support
10. Brief resume of each person to be assigned to this project, to include:
 - a. The individual's technical background as it relates to this project and related field of interest
 - b. The individual's duration with the SSI's company
 - c. The individual's proximity to the County's facilities as a reasonable response expectation for technical and service support
 - d. The individual's company of employment if different from the Respondent
11. Areas of specialization including required licenses and certifications
12. Area of geographical coverage of related project and service activities
13. Organizational Chart indicating personnel assigned to the project
14. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Proposals;
15. Banking information, including name of bank, contact person, and available credit
16. Contracts on hand, including name of contract, original contract amount, and balance on contract.
17. Contract performance: Provide a statement regarding completion of projects, failure to finish a project, default on projects, with explanation
18. Financials – Last available audit or financial review prepared by a CPA
19. Surety – letter of standing from your bonding company, including levels of bond coverage on projects; and surety's letter stating required support for the proposed project.
20. Reference Section shall include:
 - a. A full listing of all SCADA system installations under current service and technical support provided by the SSI, information to include:

1. Name of entity
 2. Contact person
 3. Phone number
 4. County of office
 5. Year work completed
 6. Last year serviced
- b. A list of a minimum of five (5) similar projects that include the complexity and magnitude of work to be completed in this project, and that have been completed within the last 48 months that includes:
1. A minimum of ten (10) remote radio telemetry sites utilizing specified radios.
 2. System upgrade and retrofit application of water utility systems
 3. System upgrade and retrofit applications of water systems utilizing the primary architecture set forth in the specifications of this document
21. Warranty and Technical Support Schedule
- a. Warranty Terms and Conditions
 - b. Details of Technical Support Program
 - c. Non-warranty Fee Schedule
 - d. Technical Support Contacts and Locations

5. Terms

The Proposer selected will be responsible for providing the equipment and services outlined in the final scope of work as agreed to by the County and the SSI firm. All equipment furnished will become the sole property of the County. The selected proposer will complete the installation, startup, and training within the schedule to be included in the negotiated contract. The selected SSI firm will be responsible for delivery of all products ordered. The selected proposer must name one specific full-time employee as a point of contact for County staff. This person will be required to attend all meetings or interviews with the County with respect to this proposal process and all meetings during installation, start-up, and training should the candidate be selected.

Bonding Information

Pursuant to Government Code Chapter 2253, for construction or facility improvement contracts or subcontracts, the minimum bonding requirements for Webb County are as follows:

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price for contracts that is greater than \$100,000. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified cashier's check, U.S. Savings bond or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

If awarded a contract a performance bond for one-hundred percent (100%) of the contract price for contracts that is greater than \$100,000. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

If awarded a contract a payment bond on the part of the contractor for one-hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. Required payment bond(s) must be filed within 30 days from the date of the Notice of

Award.

Counties: If the contract is in excess of \$25,000, a payment bond is required. Government Code 2253.021 (a) (2) (A)

6. Conflict of Interest

The contract or contracts in this solicitation are subject to Texas Govt. Code Sec. 2261.252(b), which prohibits the Webb County from entering into contracts with certain private vendors in which certain Webb County officers and employees have a financial interest. Each respondent shall include in its proposal a statement that it is not prohibited from entering into a contract with Webb County as a result of a financial interest as defined under Texas Govt. Code Sec. 2261.252(b).

A conflict of interest may involve conflicting incentives with regard to the Contractor as a whole, or any employee. The conflict may arise between the provider's work under a contract entered as a result of this solicitation and a relationship involving Webb County, a construction contractor, another engineering Contractor, a materials testing Contractor, a third party affected by the project, a sub provider for any other consultant or contractor, or any other entity with an interest in a project on which work is performed under a contract entered as a result of this solicitation.

7. Texas Ethics Commission Requirement Notification:

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A signed and notarized Form 1295 shall be tendered to Webb County by providers selected to receive a contract prior to contract execution. Webb County will not evaluate the information provided, or respond to any questions on how to interpret the Texas Ethics Commission's rules.

For additional information, please reference the Texas Ethics Commission webpage at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>

8. Webb County Purchasing Code of Ethics Policy

The County of Webb will ensure that it will promote and enforce proper ethical conduct by all Vendors, Procurement Officials, Elected Officials and County employees directly or indirectly involved in the procurement process. All vendors wishing to participate in any solicitation must sign and notarize the affidavit form included as part of this solicitation package and upload with your electronic submission. Failure to submit form will disqualify your bid or proposal package from being considered. [The Ethics Policy](#) can be viewed at the Webb County Purchasing Agents website for vendors to read prior to signing and submitting the affidavit form.

When responding to an Active Solicitation, Vendors shall be required to disclose donations and campaign contributions by the Vendor or any individual or entity acting on the Vendor's behalf to the Purchasing Agent or his designee made within six (6) months prior to the date of the Active Solicitation. Failure by a Vendor to accurately disclose such contributions may result in the Vendor's disqualification, debarment, or contract avoidance as per Section 18 of the Ethics Policy.

The Webb County Purchasing Board approved the Code of Ethics policy on April 19, 2018 and adopted by the Webb County Commissioners Court on May 14, 2018.

9. General Conditions

Interested proposers shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the proposer's responsibility to obtain any additional information it deems necessary to submit in its RFQ proposal, as well as in the performance of the contract. Information contained in this document should not be considered all-inclusive.

All questions regarding this RFQ proposal request must be submitted to in writing through eBid by utilizing the "Questions Tab" in the Bid Event.

10. RFQ Evaluation

Webb County will select the most qualified Firm by evaluating the following criteria. Evaluation criteria is not listed in order of importance:

- A. Firm's qualifications and references that support the Respondent's ability to perform the work for this project – 20 points
- B. Firm's history in performance of work in the water/wastewater industry and its percentage of work in this field – 20 points
- C. Firm's ability to manage and self-perform the scope of work – 20 points
- D. Firm's history of performance and the work record with the County – 10 points
- E. Firm's stability profile – longevity, financial profile, average employee tenure, ownership structure – 20 points
- F. Firm's performance of work in the industry and record of project completion; i.e. record of defaults, litigation against Owners, and failure to complete work – 10 points

The evaluation committee **may** conduct the following tasks but is not an all-inclusive list of tasks that may be conducted by committee:

- *Review all RFQs received for compliance with RFQ terms and conditions.*
- *Prepare a comparative summary of proposals.*

- Prepare a preliminary ranking of RFQs using a quantitative method based on the criteria presented in the RFQ document.
- Conduct reference checks.
- Request clarification from proposers.
- Prepare a final ranking of RFQs.

11. RFQ Evaluation Team:

The following Webb County employees are involved in the selection process for this procurement:

1. Adrian Montemayor, Water Utilities Director
2. Tomas Sanchez, Water Treatment Plant Superintendent
3. Guillermo Cuellar, Assistant County Engineer

Note: Do not contact these individuals about this solicitation during the restricted contact period. [Please refer to our Purchasing Ethics Policy Section 6 \(Restricted Contact Period\).](#)

12. PROPOSAL SCHEDULE

Activity	Time	Date	Responsible Party
Public Notice/newspaper	n/a	Mar. 20 th , Mar. 27 th	Webb Co. Purchasing Dept.
Posted RFQ on website	n/a	Until award is completed	Webb Co. Purchasing Dept.
Questions Due to County	No later than 5pm	Mar. 27 th	Proposer/Contractor
Posting of answers	No later than 5pm	Mar. 28 th	Webb Co. Purchasing Dept.
Sealed Proposals due	10 am	Apr. 4 th	Proposer/Contractor
Evaluation of Proposals	TBD	Apr. 5 th – Apr. 8 th	Webb Co. Evaluation Team
Award of Contract	TBD	TBD	Governing Body
Finalization of contract doc	TBD	TBD	Webb County/Contractor
Commencement of service	TBD	TBD	Webb County/Contractor

Footnote: County reserves the right to adjust time and dates on above projected schedule if it's in the best interest for Webb County.

13. Special Accommodations:

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Mr. Juan Guerrero, Contract Administrator at (956) 523-4125 or email at juguerrero@webbcountytexas.gov

RFQ # 2019-004

***“Supervisory Control and Data Acquisition
(SCADA) System Upgrade Water System
Facilities”***

ATTACHMENTS



Proposer Information

Name of Company: TraC-n-trol, Inc.
Address: PO Box 5056, Georgetown, TX 78627
County and State Williamson County, Texas
Phone: 512-930-5721
Email Address: lbrown@tracntrol.com

Signature of Person Authorized to Sign:

A handwritten signature in blue ink, appearing to read "Larry Brown", is written over a horizontal line.

Signature

Larry Brown

Print Name

President

Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

Corporation

3/25/2019

(Date)

Note:

All submissions relative to these RFQ shall become the property of Webb County and are nonreturnable.

If any further information is required, please call the Webb County Contract Administrator, Juan Guerrero, at (956)523-4125.

SOQ—References—Representative Projects

North Alamo Water Supply Corporation, Edinburg, TX—SCADA System— 1995-2018

Original Project Cost: N/A—Original system was assigned to our company when the original SSI formed TraC-n-trol, Inc. with other shareholders—starting 1995
Cumulative Costs—All Projects: \$1,685,484.00 (Combination of general and subcontractor; in most cases we work directly for the owner)

Owner Contact: Steven Sanchez, General Manager — 956-383-1618

Engineer Contact: TraC-n-trol, Inc.—most projects are design-build, some are included in various water/wastewater facilities engineered by various firms. Additional information available upon request.

Funding Entities: Internal, TWDB, RDA, and CoBank

Project Description: The NAWSC is the largest non-profit water supply corporation in Texas with over 45,000 connections. The original SCADA system was installed by John Collier, TraC-n-trol, Inc. VP & Chief of Technical Operations in the early 1990's. Since the original installation, there have been numerous site additions and upgrades of hardware and software, including the migration from slave RTU's to PLC's, licensed radios to an unlicensed 900 MHz spread spectrum platform, and advancement to higher-end processors. The system is very dynamic, requiring the routine addition of water and wastewater sites. The system inventory includes one office with multiple HMI nodes, six conventional water treatment plants, four reverse osmosis plants, 20 remote water sites (pump stations, elevated tanks, etc.), four wastewater treatment plants, and fifteen lift stations. The system geography includes service to four counties.

Primary Architecture: Mixture of PLC's depending on application including: SCADAPack PLC's, Modicon PLC's, Allen-Bradley CompactLogix and MicroLogix PLC's, MDS TransNet Radios, and Wonderware HMI Software.

We continue to provide service support and upgrades for the system, as needed.

Southern Utilities—SCADA System Improvements 2012-2015

Original Project Cost 2012: \$525,142.00 (SCADA as a general contractor)
Laird Hill Well Site 2014 \$ 32,150.00 (SCADA as a general contractor)

Location: Rural areas surrounding Tyler, Texas

Owner Contact: Michael Farrell, Vice-President & General Manager—903-566-3511

Funding: Internal

Project Description: Project included installation of new SCADA equipment at 30 sites, including a local area network at the Southern Utilities Operations Complex of three RTU's. The project was a design-build project funded internally by the Owner. Scope of work included site and needs assessment; application design, radio propagation study, engineering and FCC licensing; construction of all infrastructure, including antenna towers, masts, and water tank installations; RTU panel construction, installation, testing, debugging, and start-up; and transition from old to new controls, and HMI development and deployment.

Primary architecture: Allen-Bradley MicroLogix 1400's, 1200's & MDS SD4 serial radios, Wonderware HMI Software
Project Manager: Larry Brown Lead Integrator: Brian Wallis

We continue to provide service support and upgrades for the system, as needed.

SOQ—References—Representative Projects

Roma, City of—SCADA System Improvements (2006-2016)

Original Project Cost 2006: \$470,980.00 (SCADA as a general contractor)
Pump Station Project 2010: \$ 42,000.00 (SCADA as a subcontractor)

Owner Contact: Crisanto Salinas, City Manager—956-849-1411

Managing Engineer: Turner Collie & Braden — 210-296-2000

Design Engineer Contact: Enprotec/Hibbs & Todd, Michael Jamiolkowski (retired) — 325-698-5560

Funding: World Bank

Project Description: Project included installation of new SCADA equipment at 33 sites, including a complete upgrade/retrofit of the proprietary water treatment plant control panel. The WTP Main Control Panel was upgraded and operational control was sustained during the conversion process. The upgrade replaced a proprietary plant control system. The project scope included SCADA integration of new sites at the water and wastewater treatment plants, eight water sites, twenty-two lift stations, and the City Hall. Operator Interface Terminals and HMI software with Graphical User Interface systems were deployed at the WTP, WWTP, and City Hall.

Primary architecture: Allen-Bradley SLC 503, MicroLogix 1500's & MDS 4710A radios, Wonderware HMI Software

We continue to provide service support and upgrades for the system, as needed.

Madisonville, City of—SCADA System Improvements 2011-2016

Original SCADA Project Cost 2011: \$522,088.00 (SCADA as a general contractor)
Generator Project 2011: \$327,300.00 (Electrical, SCADA as a general contractor)

Owner Contact: Kevin Story, Public Works Director

Engineer Contact: The Wallace Group, Paul Boyer, PE—254-554-5959

Funding: Municipal Bonds

Project Description: Project included retrofit of SCADA equipment at the WWTP, 11 Lift Stations, and three water pumping stations, and City Hall. Project also required an emergency generator installation at City Hall with automatic transfer switch. Operator Interface Terminals and HMI software with Graphical User Interface systems were deployed at the WWTP and City Hall.

Primary architecture: SCADAPack 334, MDS 4710A Ethernet radios, and Wonderware HMI Software

We continue to provide service support and upgrades for the system, as needed.



6400 Sq. Ft. Engineering Services Building & UL Panel Shop

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

TraC-n-trol, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

03/22/19

Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
TraC-n-trol, Inc.	74-2784633	



Signature of Authorized Representative

3/22/19

Date

Larry Brown, President

Printed/Typed Name and Title of
Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

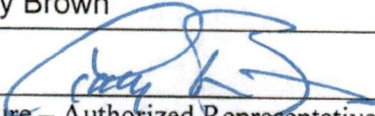
Do you have or do you anticipate having covered subawards under this transaction?

Yes

No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
TraC-n-trol, Inc.	74-2784633	

Name of Authorized Representative	Title
Larry Brown	President



Signature – Authorized Representative

3/22/19

Date

**WEBB COUNTY PURCHASING DEPT.
QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS
AFFIDAVIT FORM**

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB *

BEFORE ME the undersigned Notary Public, appeared Larry Brown, the herein-named "Affiant", who is a resident of Williamson County, State of Texas, and upon his/her respective oath, either individually and/or behalf of their respective company/entity, do hereby state that I have personal knowledge of the following facts, statements, matters, and/or other matters set forth herein are true and correct to the best of my knowledge.

I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy obligations and/or conditions as required to be a qualified participating vendor with Webb County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the following address: <http://www.webbcountytexas.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>

I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby further acknowledge, agree and understand that as a participating vendor with Webb County, Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to comply with the Code of Ethics policy may result in my and/or my company/entity disqualification, debarment or make void my contract awarded to me, my company/entity by Webb County. I agree to communicate with the Purchasing Agent or his designees should I have questions or concerns regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept. via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to joel@webbcountytexas.gov.

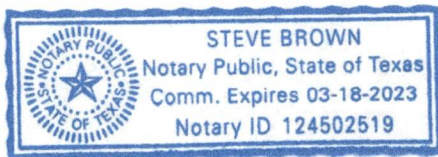
Executed and dated this 25th day of March, 2019.



Signature of Affiant

Larry Brown, President of TraC-n-trol, Inc.
Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 25th day MARCH, 20 19





NOTARY PUBLIC, STATE OF TEXAS

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name TraC-n-trol, Inc. owes no delinquent property taxes to Webb County.

TraC-n-trol, Inc. owes no property taxes as a business in Webb County.
(Business Name)

Larry Brown, Eddy Daniel, nor John Collier owes no property taxes as a resident of Webb County.
(Business Owner)

Larry Brown
Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared Larry Brown, know to me (or proved to me on the oath of Steve Brown to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

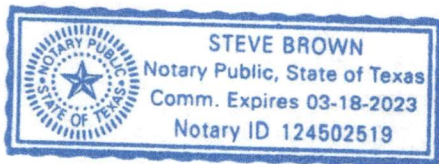
Given under my hand and seal of office this 22nd day of March 2019.

Notary Public, State of Texas

[Signature]

My commission expires the 18th day of March 2023

(Print name of Notary Public here)



SCADA System Upgrade Design and Pricing Report – Basis for Agreement per RFQ 2019 – 004

Webb County Utilities Department
Supervisory Control and Data Acquisition System Upgrade
Water System Facilities 2019

Agreement Exhibit B

Overview

The Webb County Utilities Department has selected TraC-n-trol, Inc. to provide the services set forth in RFQ 2019 – 004. The primary components of the RFQ requirements for the selected firm are as follows:

1. Conduct an engineering study of the County's water SCADA system for recommending upgrades of the SCADA system. A preliminary design project was approved by the Webb County Commissioners Court on January 22, 2018 and authorized by purchase order on February 14, 2018. This report is the result, in part, of that study and provides details of the recommendations for the water facilities, only. Additionally, further review and analysis has been completed in response to the RFQ 2019 – 004. The staff has requested the inclusion of two additional components to the original scope of work, which satisfies the requirements of RFQ 2019 – 004. These original and additional components include:
 - a. SCADA Upgrade of the Rio Bravo Water Treatment Plant and Remote Water Sites, including final design revisions;
 - b. Integration of facilities for the El Cenizo Control Valve Improvements Project; and
 - c. Integration of valves at Water Treatment Plant Valve and Actuator electrical and controls project.
2. Provide pricing for the items listed to be included in the project scope of work.
3. Provide the basis for the agreement to include any software licensing, scope of work, and terms of the agreement. Note: All software required for the project will be licensed to Webb County and licensing agreements will be issued at the time of purchase. The licenses will be issued from the manufacturer to Webb County. There are no licenses required specifically between Webb County and TraC-n-trol, Inc.

Scope of Project

Water Treatment Plant (WTP) and Remote Water Sites

Scope of Work Summary

The Webb County Utilities Department is a department within Webb County, Texas. The department consists of the operation of the Rio Bravo Water Treatment Plant and the Rio Bravo Wastewater Treatment Plant in Rio Bravo, Texas. These facilities provide the water and sewer services inclusive of the water distribution and wastewater collection systems for approximately 2,000 connections and 6,000 customers.

The scope of this report includes upgrading the SCADA system at the Water Treatment Plant (WTP) and Remote Water Sites. The Webb County WTP is currently operating in hand with limited information and control available at the GE iFIX Human Machine Interface (HMI) software for graphical viewing. Functionality is limited to Hand, Off, Auto control for two High Service Pumps providing the only control points available from the HMI, and a handful of instrument readings (mainly Turbidity readings, UltraViolet ((UV)) readings, and Clearwell levels) are currently updating and logging on the HMI display. The GE iFIX installation is not licensed to Webb County and the HMI system has a history of missing UV Data. The current system uses Modicon Quantum Programmable Logic Controllers (PLC's) connected over a Modbus+ network, but only the Master Terminal Unit (MTU) is reporting into the HMI. The system demonstrates programming mistakes, faulty wiring, failed instruments, and component failures at the existing PLCs. The purpose of this upgrade is to install a redundant (Hot-Standby) control system for the WTP and place Remote Input/Output signal (I/O) drops locally to the I/O points. This will require new conduits and wire to be run between the Remote I/O drops and the field I/O points; however, the distances will be significantly less than running new conduits and wire to a central point in the plant. Remote I/O drops will also remove the possibility of faulty wiring between the existing MTU and the field. The Remote I/O drops will aid in system switch over while keeping what little control is available at the HMI and allow for conversion of the existing MTU into a Remote I/O drop. Space is limited in the MTU Motor Control Center (MCC) room to install a secondary MTU enclosure, and Remote I/O will allow for installation of new enclosures local to the I/O that are significantly reduced in size compared to the existing MTU enclosure.

A Fiber Optic Remote I/O ring will be installed for the remote I/O drops to add communication redundancy to the WTP. A second Fiber Optic Ring will be installed for the UV and HMI network to add a level of redundancy between the new MTU, HMI, and UV Network. 5GHz Point-to-Point Radios will be installed in the WTP to reduce cost in trenching new communication cable to WTP sites and I/O points (Raw Water Intake, and Raw Water Pumps), and a separate 900MHz Spread Spectrum Radio network will be installed to bring in remote sites outside of the WTP area (Elevated Storage Tanks ((EST's)) and Raw Water Pump Station).

The following is a more detailed scope of work broken down per site:

Detailed Scope of Work

1. Install new HMI Computer (CTU-001) and VTScada HMI Software
 - a. Provide 1 new monitor for operator interface and reuse existing wall mounted TV
 - b. Provide new Dell Precision 5000 Series Workstation
 - i. Provide at least 3 Ethernet Ports
 - ii. Provide SSD for Main Drive
 - iii. Provide HD for Second drive to be used for Local Backups
 - c. Provide new 1500VA True Sinewave 120VAC UPS
 - d. Provide VTScada 1000 Tag Development
 - e. Provide VTScada Alarm Module
 - f. Provide VTScada Thin-clients (5-pack)
 - g. Provide reporting software
 - h. Provide new printer
 - i. Provide USB Analog Modem for Alarm Callouts
 - j. Provide ESET Antivirus
 - k. Provide Acronis Backup Software
 - l. Provide Unity X-Large PLC Programming Software (County's license for local and remote support of PLC programming)
2. Install new Schneider-Electric M580 Hot-Standby Controllers for the WTP Control System
 - a. Primary Controller (MTU-001)
 - i. Install 304 Stainless Steel Enclosure
 - ii. Install required secondary components for the control panel
 - b. Secondary Controller (MTU-002)
 - i. Install 304 Stainless Steel Enclosure
 - ii. Install required secondary components for the control panel
3. Install Remote I/O Fiber Optic Ring throughout the WTP for the following listed sites that will be remote I/O drops (no logic)
 - a. Filter 1 (FP-0401-1)
 - b. Filter 2 (FP-0401-2)
 - c. Filter 3 (FP-0401-3)
 - d. Filter 4 (FP-0401-4)
 - e. Clarifier 1 (LCP-0303-1)
 - f. Clarifier 2 (LCP-0303-2)
 - g. LAB (RTU-100)
 - h. HSPs Area (RTU-102)
 - i. LAS Tank Area (RTU-103)
 - j. Chemical Bulk Tank Area (RTU-104)
 - k. Old MTU (RTU-105)
4. Install new Enclosures and Control Panel for each Filter (1-4)
 - a. Install 316 Painted Stainless Steel Enclosure
 - b. Install 12" Red Lion Graphite OIT for each filter control panel
 - c. Install required secondary components for the control panel

5. Install Remote I/O drop inside each Clarifier Panel (1 & 2) and replace the existing Quantum PLC
 - a. Reuse existing Clarifier Enclosures
 - b. Replace existing OITs with new 12" Graphite OITs
 - c. Install required secondary components for the control panel
 - d. Replace AC Units (316 SS)
6. Install new RTU Enclosure and Control Panel for the LAB
 - a. Run Conduit and redirect all I/O in the area to the new RTU
 - i. Filter Influent No 1 Turbidity
 - ii. Filter Influent No 2 Turbidity
 - iii. Finished Water Turbidity
 - iv. Raw Water Turbidity
 - v. Combined Turbidity
 - vi. Raw Water pH
 - vii. Finished Water pH
 - viii. Finished Water Total Chlorine Residual
7. Install new RTU Enclosure and Control Panel for the HSPs and Backwash pumps
 - a. Install 304 Stainless Steel Enclosure
 - b. Run Conduit and redirect all I/O in the area to the new HSPs RTU
 - i. HSPs 1-4
 - ii. Backwash pumps 1 and 2
 - iii. Discharge Pressure
 - iv. Discharge Flow
 - v. North and South Clearwell Level
8. Install new RTU Enclosure and Control Panel for the LAS Pumps and Bulk Tank
 - a. Install 304 Stainless Steel Enclosure
 - b. Run Conduit and redirect all I/O in the area to the new RTU
 - i. 2 LAS Chemical Pumps
 - ii. 1 LAS Bulk Tank
9. Install new RTU Enclosure and Control Panel for the Chemical Bulk tanks area
 - a. Install 304 Stainless Steel Enclosure
 - b. Run Conduit and redirect all I/O in the area to the new RTU from the following devices
 - i. 3 Chemical Bulk Tank Levels
 - ii. 3 Chemical Transfer pumps
 - iii. 3 Chlorinators
 - iv. 2 Chlorine Leak Detectors
 - v. 2 Chlorine Scales
 - vi. Raw Water Alum Mixer
 - vii. Clarifier Splitter Box Drain Valve
10. Install Remote I/O drop inside Old MTU and replace the existing Quantum PLC and Quantum Remote I/O drops
 - a. Land all I/O points that have not been redirected to local remote I/O drop to
 - i. 2 Alum Chemical pumps
 - ii. 2 NaOH Chemical pumps
 - iii. 3 Polymer Chemical pumps (Only 2 are currently installed)

- iv. Polymer Mixer
 - v. 3 Chemical Day Tank Weights
 - b. Install new GE MDS Orbit Radio 900Mhz Unlicensed
 - c. Install new LMR-600 Coax
 - d. Install new High Gain 900Mhz Omni Antenna on the WTP above the roof line
- 11. Install new RTU-106 at Raw Water Pumps
 - a. RTU-106 will be a local processor (Schneider Electric M340) with logic and will be connected to the WTP network through an Ubiquiti 5 GHz Point-to-Point Radio
 - b. Install 304 Stainless Steel Enclosure
 - c. Run Conduit and redirect all I/O in the area to the new RTU
 - i. 4 Raw Water Pumps
 - ii. Raw Water Level
 - iii. Raw Water Flow
- 12. Install new RTU-107 at Raw Water Intake to Pond
 - a. RTU-107 will be a local processor (Schneider Electric M340) with logic and will be connected to the WTP network through an Ubiquiti 5 GHz Point-to-Point Radio
 - b. Install 304 Stainless Steel Enclosure
 - c. Run Conduit and redirect all I/O in the area to the new RTU to the following devices
 - i. Raw Water Flow to Pond
 - ii. Decant/Recycled Water Flow
 - iii. Raw Water Turbidity (if repaired/replaced)
- 13. Install new RTU-108 in UV Room
 - a. Install 304 Stainless Steel Enclosure
 - b. Install headless Dell Industrial Computer (5100 Series)
 - c. Install and configure VTScada 200 Tag Runtime to backup UV data
 - d. Install Ring Switch connected to MTU-001 Ring Switch and M580 NOC Cards
 - e. Install Turk Remote I/O to monitor RTU 120VAC Power and UPS Battery Status. Note: Turk Remote I/O will be polled by VTScada directly
- 14. Install new RTU-001 at Raw Water River Pump Station
 - a. RTU-001 will be a local processor (Schneider Electric M340) with logic and will be connected to the WTP network through a GE MDS Orbit 900MHz Radio
 - b. Replace existing RTU enclosure with new 304 Stainless Steel Enclosure
 - c. Run Conduit as needed to land all I/O to the new RTU
 - i. 3 Raw Water Pumps
 - ii. ATS
 - iii. Raw Water Level
 - d. Install new Yagi Antenna on existing mast
 - e. Install air terminal
- 15. Install new RTU-002 at Rio Bravo EST
 - a. RTU-002 will be a local processor (Schneider Electric M340) with logic and will be connected to the WTP network through a GE MDS Orbit 900MHz Radio
 - b. Replace existing RTU enclosure with new 304 Stainless Steel Enclosure
 - c. Run Conduit as needed to land all I/O to the new RTU to monitor EST Level
 - d. Install new Yagi Antenna on existing EST ladder @ 60ft Above Ground Level (AGL)

- e. Install Analog Signal Splitter for Mission Controls RTU
16. Install new RTU-003 at El Cenizo EST
- a. RTU-003 will be a local processor (Schneider Electric M340) with logic and will be connected to the WTP network through a GE MDS Orbit 900MHz Radio
 - b. Replace existing RTU enclosure with new NEMA 12 Painted Steel Enclosure inside EST
 - c. Run Conduit as needed to land all I/O to the new RTU; monitor EST Level
 - d. Install new Yagi Antenna on top of EST
 - e. Install new 7/8" Heliac Coax
 - f. Install Analog Signal Splitter for Mission Controls RTU
17. El Cenizo Control Valve Site
- a. Furnish and install one (1) Remote Terminal Unit (RTU) as required. RTU will include the following material:
 - i. Nema 12/13 Enclosure with inner door and back panel
 - ii. Red Lion Operator Interface Terminal
 - iii. Modicon M340 Processor
 - iv. Modicon M340 Six Slot Backplane
 - v. Modicon Combo Discrete Input/Output Module
 - vi. Modicon Combo Analog Input/Output Module
 - vii. Power Supply & Battery Back-up
 - viii. TransNet Radio
 - b. Furnish and install one (1) 25ft. antenna tower, antenna and coax as required for telemetry communications. Antenna height will be 30ft above grade.
 - c. Furnish and install two (2) Pressure Transducers for up-stream and down-stream monitoring. Heat trace if required is by others and excluded from the quotation.
 - d. Furnish labor and material for all conduit, wire for site equipment, control panels.
 - e. Furnish labor and material for trenching and backfill of conduit duct banks as required.
 - f. Furnish all terminations required for electrical field wiring.
 - g. All electrical test required.
 - h. Furnish and install Main Disconnect, distribution panel, and site light fixture for the new control valve as required. Electrical gear will include the following:
 - i. Qty. 1 - 100A/3P/240V/N3R Fused Main Disconnect
 - ii. Qty. 1 - 100A/3P/240V/N3R Panelboard with required branch circuit breakers
 - iii. Qty. 1 - Security Light Fixture with Pole for site lighting
18. Replace the following instruments with new equipment:

Instrument Replacement List for Existing Equipment

#	Description	TAG	Range	Replacement
1	Raw Water Level Sensor (Pond Level)	LIT-0204	0-20ft	E+H FMR20
2	Raw Water River Pumps (Wet Well Level)	LIT-001	0-20ft	E+H FMR20
3	Filter 1 Level Sensor	LIT-0401-1-1	0-20ft	E+H FMR20
4	Filter 1 Effluent Flow – 8” Mag Meter	FIT-0401-1-1		E+H Promag L 400
5	Filter 1 Loss of Head	PDIT-0401-1-1		E+H PMD75
6	Filter 2 Level Sensor	LIT-0401-2-1	0-20ft	E+H FMR20
7	Filter 2 Effluent Flow – 8” Mag Meter	FIT-0401-2-1		E+H Promag L 400
8	Filter 2 Loss of Head	PDIT-0401-2-1		E+H PMD75
9	Filter 3 Level Sensor	LIT-0401-3-1	0-20ft	E+H FMR20
10	Filter 3 Effluent Flow – 8” Mag Meter	FIT-0401-4-1		E+H Promag L 400
11	Filter 3 Loss of Head	PDIT-0401-4-1		E+H PMD75
12	Filter 4 Level Sensor	LIT-0401-4-1	0-20ft	E+H FMR20
13	Filter 4 Effluent Flow – 8” Mag Meter	FIT-0401-4-1		E+H Promag L 400
14	Filter 4 Loss of Head	PDIT-0401-4-1		E+H PMD75
15	Backwash Flow Meter – 12” Mag Meter	FIT-0401-1-2		E+H Promag L 400
16	Clarifier 1 pH Sensor and Controller	AIT-0304-1		HACH D1D1P1
17	Clarifier 2 pH Sensor and Controller	AIT-0304-2		HACH D1D1P1
18	Raw Water pH Sensor	AE/AIT-208		HACH D1D1P1
19	Raw Water pH Sensor	AE/AIT-0605		HACH D1D1P1
20	Clearwell North Level	LIT-0601-1	0-20ft	E+H FMR20
21	Clearwell South Level	LIT-0602-1	0-20ft	E+H FMR20
22	Ammonia Bulk Tank Level	LIT-1201-1	0-20ft	E+H FMR20
23	Alum Bulk Tank Level	LIT-0900-1	0-20ft	E+H FMR20
24	NaOH Bulk Tank Level	LIT-1301-1	0-20ft	E+H FMR20
25	Polymer Bulk Tank Level	LIT-1001-1	0-20ft	E+H FMR20
26	HSPs Discharge Pressure	PIT-0607	0-150psi	E+H Cerabar S
27	El Cenizo EST Level	LIT-002	0-150psi	E+H Cerabar S
28	Blower CFM Flow Meter	FIT-400		E+H B150 T-Mass

Note: El Cenizo EST pressure Transducer and HSPS Discharge PSI will match the Rio Bravo EST’s existing pressure transducer

19. Provide Spare Parts

- a. DC Power Supply
- b. DC UPS
- c. PLC Power Supply
- d. PLC Processor - DO NOT include a Hot-Backup Processor
- e. PLC I/O Card
- f. PLC Rack
- g. Fiber Optic Switch

- h. Relays
- i. Circuit Breakers
- j. Surge Suppressors
- k. Analog Splitters
- l. Level and Pressure Instruments
- m. Fuses
- n. 900MHz Radio
- o. 5GHz Radio
- p. 900MHz Omni
- q. 900MHz Yagi

Quoted Pricing

The scope of the Supervisory Control and Data Acquisition SCADA System Upgrade for Water Utilities is to be completed in one phase. The pricing breakout of the project is listed below. The project is segregated into two categories: 1) material and 2) installation labor, travel, and project administration, as follows:

Material Pricing

Item	Quoted Pricing
Central Terminal Unit (CTU-100) – Operator Interface Terminal & Associated Equipment	\$ 55,450.00
Master Terminal Unit 001 & Fiber Ring (MTU-001) & Associated Equipment	93,485.00
Master Terminal Unit 002 (MTU-002) & Associated Equipment	18,360.00
UltraViolet Remote Terminal Unit & Associated Equipment	23,315.00
Clarifier No. 1 Remote Terminal Unit & Associated Equipment	22,810.00
Clarifier No. 2 Remote Terminal Unit & Associated Equipment	27,320.00
Filter No. 1 Remote Terminal Unit & Associated Equipment	30,620.00
Filter No. 2 Remote Terminal Unit & Associated Equipment	25,845.00
Filter No. 3 Remote Terminal Unit & Associated Equipment	25,845.00
Filter No. 4 Remote Terminal Unit & Associated Equipment	30,020.00
Laboratory Remote Terminal Unit & Associated Equipment	17,860.00
High Service Pump Station Remote Terminal Unit & Associated Equipment	23,030.00
Liquid Ammonium Sulfate Remote Terminal Unit & Associated Equipment	20,260.00
Chemical Bulk Tanks Remote Terminal Unit & Associated Equipment	23,940.00
Existing Master Terminal Unit Upgrade & Associated Equipment	27,240.00
Raw Water Pumps Remote Terminal Unit & Associated Equipment	22,880.00
Raw Water Intake Remote Terminal Unit & Associated Equipment	18,295.00
Raw Water River Pumps Remote Terminal Unit & Associated Equipment	17,590.00
Rio Bravo Elevated Storage Tank Remote Terminal Unit & Associated Equipment	14,895.00
El Cenizo Elevated Storage Tank Remote Terminal Unit & Associated Equipment	19,260.00
El Cenizo Control Valve Tank Remote Terminal Unit & Associated Equipment	44,090.00
Filter Valve Upgrade – Electrical & Associated Equipment	33,085.00
Water Treatment Plant Instruments & Associated Equipment	111,610.00
Spare Parts & Warranty	58,150.00
Bonding & Mobilization	0.00
Total Material Costs:	\$805,255.00

Installation Labor, Travel, and Project Administration

Item	Quoted Pricing
Central Terminal Unit (CTU-100) – Operator Interface Terminal Installation	\$ 30,950.00
Master Terminal Unit 001 & Fiber Ring (MTU-001) Installation & Associated Expenses	52,175.00
Master Terminal Unit 002 (MTU-002) Installation & Associated Expenses	10,250.00
Ultraviolet Remote Terminal Unit Installation & Associated Expenses	13,015.00
Clarifier No. 1 Remote Terminal Unit Installation & Associated Expenses	12,730.00
Clarifier No. 2 Remote Terminal Unit Installation & Associated Expenses	15,250.00
Filter No. 1 Remote Terminal Unit Installation & Associated Expenses	17,100.00
Filter No. 2 Remote Terminal Unit Installation & Associated Expenses	14,425.00
Filter No. 3 Remote Terminal Unit Installation & Associated Expenses	14,425.00
Filter No. 4 Remote Terminal Unit Installation & Associated Expenses	16,750.00
Laboratory Remote Terminal Unit Installation & Associated Expenses	9,970.00
High Service Pump Station Remote Terminal Unit Installation & Associated Expenses	12,850.00
Liquid Ammonium Sulfate Remote Terminal Unit Installation & Associated Expenses	11,300.00
Chemical Bulk Tanks Remote Terminal Unit Installation & Associated Expenses	13,360.00
Existing Master Terminal Unit Upgrade Installation & Associated Expenses	15,200.00
Raw Water Pumps Remote Terminal Unit Installation & Associated Expenses	12,770.00
Raw Water Intake Remote Terminal Unit Installation & Associated Expenses	10,215.00
Raw Water River Pumps Remote Terminal Unit Installation & Associated Expenses	9,820.00
Rio Bravo Elevated Storage Tank Remote Terminal Unit Installation & Associated Expenses	8,315.00
El Cenizo Elevated Storage Tank Remote Terminal Unit Installation & Associated Expenses	10,750.00
El Cenizo Control Valve Tank Remote Terminal Unit Installation & Associated Expenses	24,610.00
Filter Valve Upgrade – Electrical Installation & Associated Expenses	18,465.00
Water Treatment Plant Instruments Installation & Associated Expenses	62,300.00
Spare Parts & Warranty	32,450.00
Bonding & Mobilization	44,600.00
Total Installation & Associated Costs:	\$494,045.00

Combined Pricing Summary & Total

Item	Quoted Pricing
All materials, installation labor, travel, and project administration for completion of the SCADA system upgrade – turnkey:	\$1,299,300.00

RFP Project Terms & Timeline

Project Schedule – The project is estimated for project completion if the County employs the RFP process within the following timeline:

1. Proposal period – 30 days
2. Acceptance and review of proposal, recommendations and presentation to Commissioner’s Court – 15 days
3. Contract phase and notice of award – 15 days
4. Project submittal phase – 30 days from notice of award or purchase authorization
5. Project substantial completion phase – 330 days from notice of award or purchase authorization
6. Project final completion – 360 days from notice of award or purchase authorization
7. Warranty phase – one year from date of substantial completion (County has full and beneficial use of the system). Computers have independent warranty from manufacturer.

Submittal Phase – Submittals shall be provided to the County for review and approval, as follows:

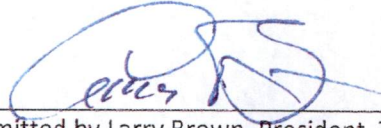
1. Technical bulletins and cut-sheets for all material items
2. Panel drawings with bill of materials
3. I/O drawings
4. Radio Path Survey
5. Schedule of values – basis for invoicing via partial payments in monthly increments for materials provided and/or work competed. Payments shall be made by the County no later than 30 days from date of invoicing.
6. Submittals will be modified to provide as-built documentation and presented at project completion as Operations and Maintenance Manuals.
7. All submittals and O&M documents will be electronically formatted in portable document format (pdf) and presented to the County at project completion.

Summary

The engineering analysis of the SCADA system for the County’s water facilities has been completed. This report includes a detailed listing of required improvements to bring the SCADA system up to modern standards and functionality. The design objectives include performance, economy, and longevity based on a non-proprietary, and open source architecture platform. The system will be expandable and scalable for future needs without loss of investment to the County. All parameters will be presented graphically and provide for operator set-point features for fully monitoring, displaying, controlling, alarming,

trending, and reporting operational functions of the County's water system. The pricing reflects the engineering design component for a complete project - turnkey.

Respectfully submitted:



Submitted by Larry Brown, President, TraC-n-trol, Inc.

June 12, 2019

Date

SureTec Insurance Company

1330 Post Oak Boulevard, Suite 1100
Houston, Tx 77056
713-812-0800

TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No.: 4426958

KNOW ALL MEN BY THESE PRESENTS:

THAT, TraC-n-trol, Inc. (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Webb County Water Utilities Division - 1000 Houston Street, Laredo, TX. 78040 (hereinafter called the Obligee), in the amount of One million two hundred ninety nine thousand three hundred and 00/100 Dollars (\$1,299,300.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 27th day of August, 2019 for RFQ2019-004 Supervisory Control and Data Acquisition (SCADA) System Upgrade for Water System Facilities, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27th day of August, 2019.

Principal: TraC-n-trol Inc.

By: _____

Surety: SureTec Insurance Company

By: _____

Sandra J Batchelor
Sandra J Batchelor Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sandra J. Batchelor

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: TraC-n-trol, Inc.
Obligee: Webb County Water Utilities Division
Amount: \$ 1,299,300.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

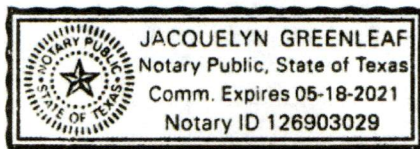



SURETEC INSURANCE COMPANY

By: 
 John Knox, Jr., President

State of Texas ss:
 County of Harris

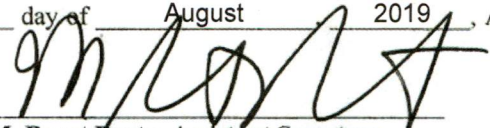
On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Jacquelyn Greenleaf, Notary Public
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of August 2019, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

1330 Post Oak Boulevard, Suite 1100
Houston, Tx 77056
713-812-0800

TEXAS STATUTORY PERFORMANCE BOND

Bond No.: 4426958

KNOW ALL MEN BY THESE PRESENTS:

THAT, TraC-n-trol Inc. - P O Box 5056, Georgetown, TX. 78627 (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Webb County Water Utilities Division -1000 Houston Street Laredo, TX. 78040 (hereinafter called the Obligee), in the amount of One Million Two Hundred Ninety Nine Thousand three hundred and 00/100 Dollars (\$1,299,300.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 27th day of August , 2019 for RFQ2019-004 Supervisory Control and Data Acquisition (SCADA) System Upgrade for Water System Facilities, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27th day of August, 2019.

Principal: TraC-n-trol Inc.

By: 

Surety: **SureTec Insurance Company**

By: 

Sandra J Batchelor Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sandra J. Batchelor

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: TraC-n-trol, Inc.
Obligee: Webb County Water Utilities Division
Amount: \$ 1,299,300.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

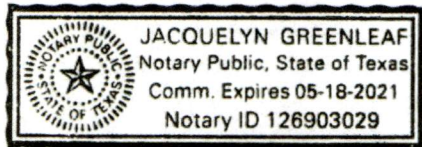
SURETEC INSURANCE COMPANY

By: 
 John Knox, Jr., President

State of Texas ss:
 County of Harris



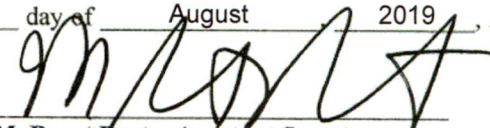
On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Jacquelyn Greenleaf, Notary Public
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of August, 2019, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

FILED October 24, 20 19
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY VR _____