

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made and entered into this 1st day of JULY 2019 between Brown County, TX, hereinafter referred to as "OWNER" and IWA Technical Services Inc. (IWATSI), Consulting Engineers, with principal offices at 7711 Scotia Drive, Dallas, TX, hereinafter referred to as "ENGINEER".

RECITALS

Whereas OWNER owns and operates multiple radio communications systems as licensed by the Federal Communications Commission in Washington, DC, and said systems are used throughout the County of Brown, Texas for the business and operations of OWNER.

Whereas ENGINEER has provided material and reputation to OWNER to confirm that ENGINEER does have the expertise and experience to perform work as required by OWNER.

Now, in consideration of the premises and mutual covenants contained herein, OWNER and, ENGINEER agree as follows:

CONTRACTUAL UNDERTAKINGS

ENGAGEMENT OF ENGINEER SECTION I

OWNER agrees to engage ENGINEER to perform TASKS 1-6 as defined in Section II below, and OWNER agrees to pay compensation to ENGINEER as stated in Section V below. The TASKS have been developed to define the scope of work found in the LAND MOBILE RADIO CONSULTING QUOTATION proposal.

CHARACTER AND EXTENT OF SERVICES SECTION II

The TASK LIST will be under control of ENGINEER. ENGINEER will be responsible for the overall management of this project. It will be the responsibility of OWNER to insure that there are minimal interruptions of service in the pursuit of any items that need attention or are discovered as the project progresses. In addition, OWNER will provide manpower and assistance to aid ENGINEER where such aid is to the benefit of both parties in the timely completion of this agreement.

July 1, 2019
(Exhibit #4)

PHASES / TASKS

TASK 1

Initial meeting:

Identify all sites, GPS locations, antenna elevations, azimuths, antenna types and gains, verification of all frequencies related to existing FCC authorizations and all FCC licenses will be researched. **(Any license discrepancies must be addressed at this time, in order to proceed and will require additional fees, not included in this agreement, for coordination and any FCC authorization modifications or additions.)**

All existing system drawings, diagrams, related quotations, installation drawings, surveys and any other related documentation will be furnished by OWNER and reviewed by ENGINEER as part of the process for determining the current status of the systems.

All agencies involved in this agreement will be interviewed as directed by OWNER. All requests for items to be included in any new system design will be documented and reviewed before moving forward with the remaining tasks.

TASK 2

Analyze existing systems infrastructure and make empirical measurements. Make system drawings as required.

TASK 3

Investigate new system options and generate system designs.

TASK 4

Identify additional sites as needed based upon the new system design.

TASK 5

Meet with city and county officials to determine an action plan. Write a comprehensive Request for Proposal (RFP) so that vendors can provide bids for the new systems as designed.

TASK 6

Provide technical assistance to aid OWNER in determining that submitted bids meet the RFP specifications and that the vendor can provide the support and expertise to carry the project to completion. Review all documents and drawings submitted by the vendor.

**AUTHORIZATION OF SERVICES
SECTION III**

No professional services of any nature shall be undertaken by ENGINEER, under this agreement, until ENGINEER has received written authorization from OWNER.

**PERIOD OF SERVICE
SECTION IV**

This agreement shall be effective upon execution by OWNER and ENGINEER and shall remain in force until the PROJECT is completed and Final Payment is made by OWNER to ENGINEER.

**COMPENSATION
SECTION V**

The Fixed Price contract bid for IWA Technical Services Inc. for this project is **\$28,000.00**. Payments due to ENGINEER will be paid on or before thirty (30) days following receipt of invoice. Deliverables and payments shall be as follow:

Initial Signing of contract	\$ 7,000.00
Completion of Phase / Task 1	\$ 7,000.00
Completion of Phase / Task 2	\$ 3,000.00
Completion of Phase / Task 3	\$ 3,000.00
Completion of Phase / Task 4	\$ 2,000.00
Completion of Phase / Task 5	\$ 3,000.00
Completion of Phase / Task 6	\$ 3,000.00
Total	\$28,000.00

NOTE: County Sherriff's system represents	\$24,000.00
Countywide Fire system represents	\$ 4,000.00

A discount of 2% will be allowed if paid within 10 days or less of invoice date.

**TIME OF COMPLETION
SECTION VI**

OWNER and ENGINEER realize the importance of the communication systems of OWNER, and all efforts will be made to complete this job in a mutually agreeable amount of time with regard to environmental conditions.

**OWNER INDEMNIFIED
SECTION VII**

ENGINEER shall hold harmless OWNER from all claims and liability due to activities of ENGINEER, ENGINEER'S agents, or ENGINEER'S employees performed under this agreement that result from an error, omission, or negligent act by ENGINEER.

**ENGINEER'S SEAL AND FIRM REGISTRATION
SECTION VIII**

IWA Technical Services Inc. is a registered ENGINEERING FIRM with the State of Texas, and holds Firm Registration number F#16945. In addition, Ira Wiesenfeld, P.E. is a Licensed Professional Engineer in the State of Texas, and has current registration status. This information is available to the public at the Texas Board of Professional Engineers in Austin Texas and at their web site (www.tbpe.state.tx.us).

This agreement is executed on behalf of ENGINEER and by the duly authorized representative of OWNER on the dates below indicated.

For IWA Technical Services Inc.
(ENGINEER)

Ira Wiesenfeld
Signature

Ira Wiesenfeld, P.E.
Printed Name

Principal Engineer
Title

7/1/2019
Date

For Brown County, TX
(OWNER)

Paul D. Lilly
Signature

Paul D. Lilly
Printed Name

County Judge
Title

07/01/19
Date