

SCOPE OF WORK
TERMS AND CONDITIONS

This Scope of Work is subject to the following terms and conditions:

1. LCRA shall perform services as described in the attached Scope of Work.
2. LCRA will perform the work for a firm, fixed fee amount over several months, but in no case shall the aggregate invoicing be for more than the fixed fee amount. All monetary payments under this Scope of Work shall be due and payable within thirty (30) days after receipt of invoice. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.
3. Changes in the Scope of Work may be made only by a written change order signed by representatives of Customer and LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property and such order shall be followed up with a written confirmation as soon as practicable.
4. The term of this Scope of Work shall be the duration of the work. The Scope of Work may be terminated at any time by either party upon written notice to the other party. When the Scope of Work is terminated by either party, the Customer shall pay for services rendered under this Scope of Work up to the date of termination.
5. There are no third party beneficiaries to this Scope of Work and the provisions of this Scope of Work shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the parties and their permitted successors and permitted assigns.
6. Limited Warranty.
 - (a) LCRA shall perform all services in accordance with acceptable industry practice, in a good and workmanlike manner, and in accordance with installation instructions and requirements of any applicable equipment manufacturer and supplier. During a period of thirty (30) days after acceptance of the work by Customer, LCRA shall correct any work not conforming to the foregoing warranties by reperforming the services.
 - (b) LCRA shall assign to Customer, as the end-user, any applicable equipment or supply warranties provided by LCRA's vendors. All warranty documentation shall be furnished to the Customer.
 - (c) THE WARRANTIES CONTAINED IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER'S REMEDIES ARE LIMITED TO LCRA'S OBLIGATIONS AS EXPRESSLY STATED IN THIS SECTION 6.
7. **THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS SCOPE OF WORK AND THE WORK PERFORMED HEREUNDER WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS SCOPE OF WORK, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS SCOPE OF WORK, AND CUSTOMER'S SOLE RECOURSE UNDER THIS SCOPE OF WORK SHALL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS SCOPE OF WORK SHALL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.**
8. This Scope of Work and the Interlocal Agreement together represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Scope of Work and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Scope of Work shall be relied upon by the parties unless incorporated into this Scope of Work. This Scope of Work may not be amended or modified except by a writing executed both by an authorized representative of LCRA and by an authorized representative of the Customer.

September 28, 2020
(Exhibit #6)

Scope of Work and Attachment A to this Scope of Work

September 14, 2020

LCRA and Brown County, TX

CUSTOMER:

Brown County
200 S Broadway St
Brownwood, TX 76801

This Scope of Work is issued under and subject to that certain Interlocal Cooperation Act Agreement for Mobile Radio Services and Equipment between the Parties listed above (the "Interlocal Agreement"). This Scope of Work is further subject to the Terms and Conditions attached hereto.

In the event of any conflict or inconsistency between the terms and provisions of this Scope of Work and the terms and provisions of the Interlocal Agreement, with respect to the Project(s) identified below only, the terms and provisions of this Scope of Work shall control

PROJECT: Brown County 700 MHz System, 2 - Tower Site, and, 285 Radios

DATE SUBMITTED: 09/01/2020

SERVICES: Brown County seeks to improve radio coverage and regional interoperability with the addition of Qty. 2 - P25 700 MHz radio transmission equipment to existing towers, designated DPS/May and Brown Microwave. Additionally, they will acquire 285 radios for Brown County agencies and VFD.

In furtherance thereof, LCRA will supply all engineering, labor, and materials necessary to complete the successful development of such facilities.

The project is further described in Attachment A of this Scope of Work attached hereto.

SCHEDULE:

Begins: The work can begin any time after this Scope of Work is signed.

Completion: This Scope of Work will end when all services contemplated hereunder have been successfully completed, or this Scope of Work has been terminated.

PRICE:

Total Cost: See Attachment A

Billing Method: Invoice

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this Scope of Work.

Brown County, TX

Lower Colorado River Authority

By:

By: Clint Harp

Title:

Title: VP Trans Strategic Services

Date:

Date:



ATTACHMENT A

Radio System Pricing Schedule

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT)					
Brown County					
AGENCY ADDRESS					
200 S Broadway Street					
CITY	STATE	ZIP	PHONE	FAX	
Brownwood	TX	76801	325-643-2828		
CONTACT NAME			PHONE	FAX	
BILLING ADDRESS, IF DIFFERENT FROM ABOVE			EMAIL ADDRESS FOR INVOICING		
CITY	STATE	ZIP	TAX EXEMPT	FEDERAL TAX ID	
Brownwood	TX				
PURCHASE ORDER			EFFECTIVE DATE		

LCRA Radio System Pricing Schedule	Cost per Unit Per Month	Customer Elections
Mobiles	\$17.00	X
Portables	\$17.00	X
Desktop Control Station	\$17.00	X
Zetron Dispatch Console	\$50.00	X
Conventional Interface	\$50.00	X

OPTIONS

Please Note:
 LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly. Only the features and capabilities selected by customer under Customer Elections shall be enabled. Specifics of services provided hereunder (including quantities) is subject to modification based on customer needs.

For Notification Purposes as per section 15.1 of the agreement, LCRA's address is:
 Telecom Manager 3505 Montopolis Mailstop T099
 3505 Montopolis Dr., Mailstop T099
 Austin, TX 78744



**Exhibit A,
Table A DPS/May Tower Site**

Hardware		\$507,996
5 Channel P25 PII Site Equipment	\$331,912	
New 100 AMP service and conduit from pole to shelter	\$ 4,500	
Harris FXHW and FXSW	\$ 12,587	
Eaton 8kVA UPS (Includes Bypass)	\$ 14,300	
Antennas, Combiner, Multicoupler, TTA, Coax, Connectors	\$ 37,100	
Transport MW, One 3 ft. microwave to Round Mtn. site.	\$ 32,355	
Site Prep, new Generator and pad upgrade air-conditioning	\$ 75,202	
Engineering / Licensing		\$55,284
Channel Frequency licensing (new 700MHz Site) :	\$17,038	
Engineering:	\$38,246	
Labor / Installation		\$62,613
Total*:		\$626,893

* Please note that the foregoing is a fixed price agreement.

Exhibit A
Table B

Site Services and Equipment Costs	Brown Microwave	Price
Hardware		\$288,643
4 Channel P25 PII Site Equipment	\$219,288	
Eaton 8kVA UPS (Includes Bypass)		
Antennas, Combiner, Multi-coupler, TTA, Coax, Connectors	\$ 32,000	
Transport MW, One 6 ft. microwave to Round Mtn. site.	\$10,355	
Site Prep: New Generator and pad	\$27,000	
Engineering: 700 MHz Channel Frequency Licensing	\$32,281	\$32,281
Labor / Installation	\$28,324	\$28,324
Total		\$349,248



Exhibit A
Table C

Mobile and Portable Radios with Programming and Installation	
Radios: (285 Radios with Programming and Installation) Unity Mobiles – 700/800/VHF Qty.35 XL-200 Portables – VHF/700/800 Qty.139 XG-75M Mobile 700/800 P25 Phase II, with OTAP, Scan Qty.4 XG-75P Portable, 700/800, P25, Phase II, Scan Qty.34 XG-25M Mobile 700/800 P25 Phase II, Scan, OTAP Qty.62 XG-25P Portable, 700/800, P25, Phase II, Scan Qty. 10 XG-15P Portable, 700/800, P25, Phase II, Scan Qty. 1 Mobiles include installation with new cabling and antennas Total of radios \$1,149,877, with installation, and programming: \$1,198,017	\$1,198,017
Less Credit for required purchase of 2-700MHz Sites and 285 Radios as listed	-\$100,000
Total Investment:	\$1,098,017