



FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This equipment calibration and maintenance program is made according to the following terms between Williamson County and FarrWest Environmental Supply, Inc (Farrwest). The following outlines the equipment and services contemplated under this agreement by FarrWest in addition to the responsibilities assigned to Williamson County. This program will begin on January 1st 2018 thru December 31st 2018, with 3 renewal options.

Maintained Equipment

Equipment owned and operated by Williamson County, calibrated and maintained by Farrwest.

- 1 x RAE Systems QRAE 3 monitor (Sensors CO, H2S, LEL O2)- Health Department, pumped
- 2 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2), pumped
- 5 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2), pumped
- 1 x RAE Systems GammaRAE radiation detector dosimeter
- 2 x RAE Systems MiniRAE 3000 PID monitors (Sensors HR PID 10.6eV)
- 4 x RAE Systems AreaRAE monitors (Sensors 10.6eV PID, Cl2, CO, LEL, O2), GPS
- 5 x RAE Systems RAE Link 3 wireless modems
- 2 x RAE Systems SensorRAE stations (Sensors Cl2, HCN)
- 3 x RAE Systems AutoRAE 2 Calibration Stations and Cradles
- 2 x Smiths Detection RadSeeker Isotope Identifier (verification only)
- 1 x Smiths Detection Hazmat ID 360 (full Warranty and ReachBack)
- 2 x Ludlum Measurements 2241-3RK radiation detectors
- 1 x Ludlum Measurements 26-1 Pancake radiation detector
- 4 x Sensit Gold gas leak detectors (Sensors PPM LEL, O2)
- 1 x Ohio Lumex RA-915M Mercury Vapor Analyzer (annual factory calibration)

Calibration-Only Equipment

Equipment whose repair cannot be guaranteed due to unreliable supply of repair parts.

- 2 x RAE Systems MiniRAE 2000 PID monitors (Sensors HR PID, 10.6eV) *discontinued*
- 3 x ATI PortaSens II (Sensors F2)

Supplied Program Services

- 90-Day On-Site Service and Calibration
- Calibration/Bump gas for all sensors and AutoRAE Calibration Stations
- Quarterly battery replacements for all alkaline units

- Event Monitoring Support, as needed
- Annual hazardous materials identification equipment training class
- 24/7 Live support with RAE Certified Technician and Sensit Certified Technicians
- NFPA/ ProBoard Certified Hazmat Technicians on staff at all times
- Loaner Equipment provided for any down equipment
- Additional loaner equipment for training, as requested

Performance Standards

- Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.
- FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired. An email will be sent to designated Wilco individuals with what is being taken out of service with expectant return date. When needed, an update will be sent to Wilco individuals on status of the equipment removed from trailers.
- FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, **including** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.
- All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***For any repairs on radiation equipment in excess of \$300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***
- All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***For any repairs on chemical and biological equipment in excess of \$300, an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***
- Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.
- Sensor-type changes (i.e.. replacing a Hydrogen Sulfide (H₂S) sensor with a Ammonia (NH₃) sensor) can be done at the request of Williamson County, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.
- All supplied equipment (FarrWest-owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (Williamson County owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. The cost for replacement accessories beyond this dollar amount will be the responsibility of Williamson County and will be invoiced separately.

Documentation and Support

- (a) FarrWest will maintain all service records and provide a copy of those records to Williamson County. Farrwest will also provide a log-in to the Farrwest customer portal in order to obtain copies of calibration and repair documents.
- (b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. FarrWest will provide an email for any equipment that has been taken out of service with explanation and expected return date. If not returned within 30 days then a follow up email will be sent every month until it has been returned with status update.
- (c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.
- (d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain an NFPA and Pro-Board Certified Hazmat technician on staff at all times for any technical questions.

Customer responsibilities:

- (a) **Lost, stolen, or destroyed equipment** – Williamson County agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.
- (b) **Return of Equipment** –
 - **At Termination** – Williamson County agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract or under written terms of cancellation agreed upon by both parties.
 - **Loaner Equipment** – Williamson County agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest’s rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from the Williamson County in the form of a rental invoice.
- (c) **Equipment Issues between service intervals** - Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. Williamson County agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.
- (d) **Renewal** – At the end of this agreement, Williamson County will be given the opportunity to renew the maintenance program for an additional **3, 12- month periods.**
- (e) **Annual Fee for Equipment and Service** –
 - An **annual** payment of **\$16,551.38** will be made to FarrWest for the above program. Alternative invoicing options are available.

Additional Considerations

- (a) **No Waiver of Sovereign Immunity or Powers** - Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

- (b) Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.
- (c) Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- (d) Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- (e) Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- (f) Compliance with All Laws:** Farrwest agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration. Additionally, Farrwest shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.
- (g) No Agency Relationship & Indemnification:** It is understood and agreed that Farrwest shall not in any sense be considered a partner or joint venturer with Williamson County, nor shall Farrwest in any manner hold itself out as an agent or official representative of Williamson County. Farrwest shall be considered an independent Farrwest for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this agreement. Williamson County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Farrwest or failure to act relating to the construction services being provided. Farrwest agrees to indemnify, hold harmless, and defend Williamson County against any claim, demand, loss, injury, damages, action, or liability of any kind against Williamson County resulting from any services Farrwest performs on behalf of Williamson County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FARRWEST AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO FARRWEST'S PERFORMANCE OF

THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE FARRWEST, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

- (h) **Right to Audit:** Farrwest agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Farrwest which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Farrwest agrees that licensee shall have access during normal working hours to all necessary Farrwest facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Farrwest reasonable advance notice of intended audits.

Farrwest Environmental Supply

Williamson County

Signature: *Christopher J. Isia*

Signature: _____

Name: Christopher J. Isia

Name: _____

Title: Service Program Manager

Title: _____

Date: August 1st 2017

Date: _____