



SERVICE CONTRACT
#01062015

WATER TESTING, SAMPLING, & REPORTING
ON
THIRTY LAKES WATERSHED DISTRICT LAKES

The below contract is entered into this the 11th day of May, 2015 by and between Thirty Lakes Watershed District (TLWD) and RMB Environmental Laboratories, Inc. (hereinafter referred to as contractor)

Whereas, on the 13th day of April, 2015 TLWD put out a request for proposal for the Water Testing, Sampling & Reporting, and;

Whereas, the contractor responded to the request for proposal, and;

Whereas, the contractor was the successful bidder and was consequently awarded the contract for Water Testing, Sampling & Reporting, and;

Whereas, the TLWD and the contractor are both desirous of entering into contractual relations for the above purpose,

NOW THEREFORE the TLWD and RMB Environmental Laboratories, Inc. agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

The contract Documents, in order of priority, consist of this contract, TLWD's Request for Proposal #01062015, and the Contractors response. These form the Contract, and all are as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents in conformance with Contract Documents as listed in Article 1.

ARTICLE 3

TERM & RENEWAL

The term of the Contract shall be from May 11, 2015 to December 31, 2017 unless earlier terminated. The Contract may be terminated by either party with a 30 day written notice. The Contract may be terminated in the event of substantial failure to perform in accordance with the terms set forth in the Contract.

ARTICLE 4

CONTRACT SUM

TLWD shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, not to exceed the Contract sum of \$30,136.75.

ARTICLE 5

PAYMENT

The contractor shall submit billing invoices to the TLWD as directed by the contract documents. TLWD will pay the amount shown in the invoice within thirty days of receipt. Said payment is contingent upon Contractors work being performed in a manner which is acceptable to TLWD.

ARTICLE 6

COMPLIANCE WITH LAWS

Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Contract or the subject matter of this contract. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this Contract. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the County of Crow Wing, State of Minnesota.

ARTICLE 7

INDEPENDENT CONTRACTOR STATUS

Contractor is an independent Contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between TLWD and Contractor or Contractors agents, servants or employees. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or

provide services. Contractor acknowledges and agrees that Contractor, Contractor's agents, servants and employees, are not entitled to receive any of the benefits received by TLWD employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with applicable provisions of all Federal and State tax laws.

ARTICLE 8

INDEMNIFICATION

Any and all claims that arise, or may arise, on behalf of Contractor, its agents, servants or employees as a consequence of any act or omission on the part of Contractor or its agents, servants, or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of TLWD. Contractor shall indemnify, hold harmless and defend TLWD, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees which TLWD, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or admission of Contractor, its agents, servants or employees in the execution, performance or failure to adequately perform Contractor's obligations pursuant to this Contract. This shall include any and all copyright, trademark, patent or other intellectual real property claims, issues or matters arising out of Contractor's act or admission, whether the same be negligent, willful or otherwise.

ARTICLE 9

INSURANCE

In order to protect itself and to protect TLWD under the indemnity provisions set forth above Contractor shall, at Contractor's expense, procure and maintain policies of insurance covering the term of this Contract. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in the satisfaction of, the indemnity provisions herein. All retentions and deductibles under such policies of insurance shall be paid by Contractor. Each such policy of insurance shall contain a clause providing that such policies shall not be canceled by the issuing insurance company without at least 10 days written notice to TLWD of the intent to cancel. The amount of insurance shall be that as laid out in the documents evidenced in Article I above.

ARTICLE 10

ASSIGNMENT OF INTEREST

The parties shall not enter into any subcontract for the performance of services contemplated under this Contract nor assign any interest in the Contract without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. Contractor shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.

ARTICLE 11

NON-DISCRIMINATION

During the performance of this contract, Contractor agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights and, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

ARTICLE 12

CONFIDENTIALITY CLAUSE

The Contractor understands that in order to provide service to TLWD, the Contractor requires access to equipment and facilities that may contain databases maintained by TLWD both in physical and electronic form. These databases contain information that is confidential and/or private information on individuals. This information is protected both by State law, including the Minnesota Government Data Privacy Act and the Minnesota Health Records Act, and Federal law including the Health Insurance Portability and Accountability Act of 1996 (HIPPA). Any release of information in violation of these laws can result in both criminal and civil sanctions including fines, civil damages, and incarceration.

Contractor hereby agrees not to disclose, in any way, information obtained from its access to TLWD's facilities and to fully indemnify and hold harmless TLWD from any and all claims that may be made because of release of protected information by the Contractor, its employees or agents whether such release is intentional or negligent.

ARTICLE 13

AUTHORIZED REPRESENTATIVE

Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this contract or in a modification of this Contract.

CONTRACTOR

Robert Borash, CEO
RMB Environmental Laboratories, Inc.
22796 County Hwy 6
Detroit Lakes, MN 56501

TLWD

Chris Pence
Manager, TLWD

ARTICLE 14

SEVERABILITY

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

ARTICLE 15

MODIFICATIONS

TLWD and Contractor hereby acknowledge that they have read this Contract and affirmatively states and represents that they understand its contents. The contract Documents, consist of this contract, TLWD's Request for Proposal, and the Contractors response by and between TLWD and the Contractor and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by the authorized representatives of TLWD and Contractor.

IN WITNESS WHEREOF: The parties hereto have executed this Contract on the date(s) indicated below.

THIRTY LAKES WATER DISTRICT

By: _____

Gordon Hardy, TLWD Chairman

By: _____

Darrel Palmer, TLWD Secretary

By: _____

Chris Pence, District Manager

CONTRACTOR

By: _____

Robert Borash, CEO

5-11-15

11th Day of May, 2015