



"Advancing the Science of Lake Management"

P.O. Box 118
Centralia, WA 98531
Tel: 360-330-0152
Fax: 360-330-0174
www.aquatechnex.com

Lewis County Noxious Weed Board 2021 Mineral Lake Eurasian Watermilfoil Management Contract

This Aquatic Plant and Algae Management Contract (this “Agreement”) is made and entered into as of the date indicated below by and between Lewis County Noxious Weed Board (LCNWB) and AquaTechnex, LLC.

Scope of Work

1. The SERVICES performed hereunder are contained in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Any additional work deemed necessary outside of Exhibit A. shall be agreed upon between AquaTechnex and the Board Committee prior to commencement. Before such work is begun, or as soon as practicable thereafter if such work must be commenced promptly, such additional work and pricing shall be reduced to a written amendment hereto.

Recitals

LCNWB has jurisdiction to control noxious weeds in Mineral Lake in the area of Mineral, Washington.

- A. LCNWB has agreed to engage AquaTechnex to perform certain aquatic plant management SERVICES for LCNWB and AquaTechnex has agreed to perform such SERVICES, according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Agreements

1. Compensation and Payment. For SERVICES performed hereunder, AquaTechnex shall be paid based upon mutually agreed rate(s). The maximum total amount payable by LCNWB to AquaTechnex to perform the Services defined in the scope of work is \$47,675.00, not including local and state tax. Any and all other services or goods provided not referenced in the scope of work will be agreed upon mutually between LCNWB and AquaTechnex prior to commencement as reflected in a written amendment herto as soon as practicable thereafter. Payments will be made within 30 days from completion of the task for which the billing is made. An invoice will be submitted prior to the due date by AquaTechnex to the designated address.
2. Term. All SERVICES shall be for and occur during the calendar year 2021 and AquaTechnex shall have no further obligation to supply any services thereafter, unless this Agreement is renewed for successive years by mutual written agreement of the parties in which event the terms and conditions of this Agreement shall govern and apply to the parties' relationship for such renewal years.
3. Service. AquaTechnex will provide to the LCNWB SERVICES which are outlined in the Scope of Work above. AquaTechnex will provide all equipment, materials, labor, laboratory, scientific, and other service deemed necessary or appropriate by AquaTechnex to perform the Services. AquaTechnex shall perform these services as an independent contractor; it shall be responsible for its own tax withholding and compliance, as well as Labor and Industries compliance, for completing the SERVICES. AquaTechnex shall use its best efforts to obtain all permits required to perform the Services, but makes no representation or warranty that it will be able to obtain such permits. The failure to obtain permits by AquaTechnex shall entitle either party to terminate this Agreement. In the event of such termination, AquaTechnex shall be entitled to compensation only for services performed prior to termination.

4. Materials. All aquatic herbicides used by AquaTechnex for the control of aquatic plant growth in the areas described in this Agreement shall be of a type approved by the United States Environmental Protection Agency (“EPA”), AquaTechnex will furnish LCNWB representative with copies of the labels for all aquatic herbicides it proposes to introduce into the lakes upon request. AquaTechnex will utilize US Environmental Protection Agency approved materials in accordance with the product label. To the fullest extent permitted by law, AquaTechnex shall indemnify, defend, and hold harmless LCNWB (including its officers, directors, agents, and employees) from and against any and all claims, demands, penalties, damages, costs expenses, fees at trial, appeals, petitions for review and other liabilities of any kind arising out of or in any way connected with the performance of SERVICES under this agreement, except with respect to the sole negligence of LCNWB (including its officers, directors, agents, and employees). AquaTechnex’s obligation in these paragraph shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and AquaTechnex hereby expressly waives any immunity afforded by such acts. The indemnification obligations herein are a material inducement to LCNWB to enter into this Agreement, are reflected in AquaTechnex’s compensation, and have been mutually negotiated by the parties. LCNWB retains the right, but not the obligation, to participate in the defense of any claim, suit, or action subject to AquaTechnex’s indemnification obligations herein, and such participation shall not constitute a waiver of any AquaTechnex’s indemnification obligations.

5. Insurance. AquaTechnex will carry the following types of liability insurance written on an occurrence basis, with the following limits per occurrence, for the term of this Agreement. Except for worker’s compensation coverages, LCNWB will be listed as an additional with primary, noncontributory coverage and provided with certificate copies before commencement of work. The insurance shall include:

- a. Comprehensive General Liability Insurance with a limit no less than \$1 million per occurrence, \$5 million general aggregate.
- b. Worker’s Compensation coverage as required by law.
- c. Business Auto Coverage with a limit no less than \$1 million per

accident, combined single limit.

- d. Pollution Liability Coverage with a limit no less than \$1 million per occurrence, \$5 million general aggregate

6. Compliance. In performing this agreement, AquaTechnex shall comply with all applicable federal, state, and local statutes, regulations, and ordinances regarding the regulation of aquatic herbicides or their application, disposal of wastes, employee right to know, or otherwise pertaining to the protection of health or the environment, and in compliance with applicable laws and regulations.

AquaTechnex shall be solely responsible for obtaining all licenses or other authorizations required for the performance of the services and shall provide copies of all such authorizations to LCNWB before commencing the services. AquaTechnex shall be responsible for the safe and proper disposal of all empty containers, unused herbicide, and all other wastes generated in connection of the services.

7. Warranty. AquaTechnex warrants that the aquatic herbicides utilized during the course of this contract will be applied in a professional manner as specified on the product label.

8. Notification of Treatments. If required by any permit issued in connection with AquaTechnex performance of the Services, LCNWB will provide reasonable assistance to AquaTechnex in its efforts to comply with all permit requirements, without limitation, providing AquaTechnex with a list of the names and addresses of all property owners in the event such permits required any notification to be given to such persons. In no event will LCNWB be required to breach any confidential laws or regulations that govern the release of property owners' names and addresses.

9. Access. LCNWB will provide reasonable access to AquaTechnex to the lake for the purpose of moving equipment to and from the water. The Association will also allow the use of gas powered equipment in the lakes for the purpose of inspection and treatment of the Lake.

10. Legal Issues. This Agreement shall be governed by Washington law, except as to Washington's choice of law rules. Before filing legal action for

any alleged breach of this Agreement by either party, the following procedure will be followed. The first step will be a meeting of LCNWB and AquaTechnex, to discuss and attempt to settle the dispute. The second step requires 5 business days' written notification of the alleged breach to the other party measure from the date the notice is mailed or emailed to the other party; if mailed, 3 days' notice shall be added for a total of 8 business days. Any legal actions arising from this contract will be filed in the Superior Court of Washington in and for Lewis County. All persons signing this contract represent that they are authorized to do so and bind the respective parties to this contract.

11. Date. This Agreement is dated as of the day of _____, 2021

AquaTechnex

By: _____

Kyle Langan

LCNWB

Coordinator: _____