

AGREEMENT

THIS AGREEMENT, made as of this **4th** day of **December** 2019, by and between the **Russell Township Board of Trustees**, P.O. Box 522, Novelty, Ohio 44072, Ohio, hereinafter called the "Township", and **Green Vision Materials 11220 Kinsman Rd, Newbury, OH 44065** hereinafter called the "Contractor".

THIS AGREEMENT shall not become a contract binding upon the parties concerned until the parties have properly signed this Agreement.

In consideration of the mutual covenants herein contained, the parties agree as follows:

WITNESSETH:

That for and in consideration of the payment and agreements hereinafter mentioned to be made and performed by the Township, the Contractor hereby agrees to faithfully perform all things to be done under this Agreement. The Contractor agrees to **demolition of Russell Township property at 14921 Chillicothe Rd** as further described in the Contractor's Proposal attached hereto, hereinafter referred to as the "Project." At the Contractor's own proper cost and expense, the Contractor shall furnish all materials, labor, equipment, personnel and other services necessary to complete the Project.

The Contractor shall receive payment in the amount of **eighteen thousand dollars (\$18,000)** for all services rendered under this Agreement. Contractor shall provide an invoice to the Township upon completion of the work. Township shall not be required to provide Contractor with a deposit.

WITNESSETH:

The Contractor covenants and agrees that this Agreement shall consist of this document together with the following additional documents which shall be incorporated herein:

- a. general liability insurance certificate
- b. worker's compensation certificate
- c. certificate of unresolved findings from the Auditor of State's Office.

I. INDEMNIFICATION AND LIABILITY INSURANCE

A. The Contractor shall defend, indemnify, and save harmless the Township and its officers, agents and employees from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not founded in law, brought or recovered against them, to include reimbursement of any fees or costs of any kind, including attorneys' fees, incurred by the Township and in the defense of any claims against the Township arising directly, indirectly or in any way from the conduct of the Contractor pursuant to the terms of this

Agreement, by reason of any negligent or other act or omission of the Contractor, its agents, employees, subcontractors or anyone else in the execution of this Agreement.

B. The Contractor shall, at its own expense at all times during the performance hereunder, maintain comprehensive general liability insurance insuring the Township against the indemnification obligations undertaken in paragraph A of Section I. The comprehensive general liability insurance policy shall name the Township as an additional insured and have a thirty (30) day cancellation clause, and shall in addition to the above protect the Township from claims which may arise out of or result from the Contractor's operations under the Agreement, whether such operation is by the Contractor, any of its employees, agents, servants, contractor or anyone else, and shall have limits of not less than One Million Dollars (\$1,000,000) for any one incident involving one or more persons, including property insurance in an amount not less than One Million Dollars (\$ 1,000,000.00) and shall be primary with respect to the Contractor's general liability, notwithstanding any other insurance covering the Township. Said insurance shall be written by an insurance company licensed to carry on business and write policies of casualty in the United States. The Contractor shall submit proof of the required insurance with the Township as a condition precedent to providing services.

II. WORKER'S COMPENSATION

The Contractor shall at all times during the life of this Agreement, subscribe to and comply with the worker's compensation laws of the State of Ohio and pay such premiums as may be required thereunder and save the Township harmless from any and all liability arising from, out of, or under said Act. The Contractor shall furnish at the time of delivery of this Agreement, a copy of the official certificate or receipt showing the payment hereinbefore referred to.

III. COMPLIANCE WITH LOCAL LAW

The Contractor shall perform all services in conformance with applicable state and local law requirements.

IV. PROTECTION OF PROPERTY

A. Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions in connection with the performance of their duties.

B. Safety Persons and Property

The Contractor shall take all reasonable precautions for protection and prevention of damage, injury or loss to:

1. Any persons who may enter the Project site and any Township property at the site.
2. Other property adjacent to the Project site, including, but not limited to, equipment, vehicles and utilities; and
3. The Contractor will maintain all continuous walkways and roadways free of debris or any condition, which may be considered unsafe or inconvenient.

V. DISPUTES

A. The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this Agreement shall be presented in a court of competent jurisdiction of Geauga County, Ohio.

B. The parties agree that this and the documents referred to herein are the sole and exclusive agreements of the parties and that any necessary modification(s) be reduced to writing and executed in a like manner.

C. If any covenant or provision of this Agreement, the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or application of such covenant or provision to persons, firms or corporations or to circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby.

VI. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Agreement without the prior written consent of the Township.

VII. TERMINATION

This Agreement may be terminated by the Township at any time for any reason or no reason.

VIII. INTEREST OF OFFICERS, EMPLOYEES

No member, officer, or employee of the Township or its designees or agents, or member of the governing body of the locality in which the Project is situated, or any other public officials of such locality or localities who exercise any functions or responsibilities with respect to the Project during his/her tenure, shall have any interest, direct or indirect, in any contract or

subcontract, or the proceeds thereof, for which work is to be performed in connection with the Project under the Agreement.

IX. DISCRIMINATION

The Contractor in the hiring of employees for the performance of work under this Agreement or any sub agreement shall not by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the services to which the agreement relates.

The Contractor or any person acting on behalf of the Contractor shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.


IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above-written.

**RUSSELL TOWNSHIP
BOARD OF TRUSTEES**


Justin Madden, Chairman


Gary Gabram, Vice Chair


Jim Mueller, Trustee


Karen Walder, Fiscal Officer

Green Vision Materials

By: 

Print Name: **Beau Gibney**

Title: **President**

APPROVED AS TO FORM:

Kme 12/5/19

Assistant Prosecuting Attorney



RUSSELL TOWNSHIP

www.russelltownship.us

Phone: 440-338-7783

Fax: 440-338-1965

Project Name: **DEMO OF OLD FIRE STATION**

Contractor: **GREEN VISION MATERIALS**

Certificate of Availability of Funds

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

Fiscal Officer Karen Walder

12/2/19

Date