

AGREEMENT

THIS AGREEMENT, made as of this 6 day of January 2020, by and between the Russell Township Board of Trustees, P.O. Box 522, Novelty, Ohio 44072, Ohio, hereinafter called the "Township", and HEPA Environmental Services, 5130 Tallmadge Rd. Rootstown, OH 44272 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 Outdoor Sand Trap Sifting as further described in the Contractor's Proposal RP 001 rev 1 dated 12/9/2019 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 Four-thousand nine-hundred twenty-five dollars (\$ 4,925.00) 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**



Jim Mineller, Trustee Chairman



Gary Gabram, Trustee Vice Chairman



Kristina Port, Trustee



Karen Waider, Fiscal Officer

HEPA Environmental Services, Inc.

By: 

Print Name: Ross Kullman

Title: President

CERTIFICATION 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 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 Waldor

Date: 1/15/2020

APPROVED AS TO FORM:



Assistant Prosecuting Attorney

HEPA Environmental Services, Inc.

6130 Tallmadge Rd., Rootstown, OH 44272
Phone / Fax 330.818.0188 Toll Free 866.366.1888
www.hepa1.net

PROPOSAL# RP 001 rev 2

Mr. Timothy Carroll Russel Police Department 14820 Chillicothe Rd. Novelty, OH 44072 440.338.6212	December 9, 2019 RE: Outdoor sand trap sifting.
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All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviations from the specified work involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance. Payment terms are net 30 days.

SPECIFICATIONS AND DESCRIPTION

HEPA Environmental Services, Inc. is pleased to present the following proposal to:

1. Sift the sand trap using manual labor to remove bullets and debris from sand.
2. Package waste into properly labeled DOT shippable containers.
3. Sample, analyze, and profile waste to determine if the unrecyclable materials are hazardous waste per the RCRA regulation.
4. Transport and dispose of waste at an EPA approved facility.

Cost of Services (Not to Exceed).....\$4,925.00

Acceptance—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be outlined herein. If the above meets with your approval please sign, retain a copy for your records and return original to us.

Rick Kuhlman, President
HEPA Environmental Services Inc. Representative

12-9-19
Date

Representative of Customer

Date

Asbestos
Confined Space Entry

Mold
Waste Management

Hazmat
Industrial Cleaning Services