AGREEMENT

THIS AGREE	MENT	, made a	as of this	7th da	y of 🦯	larch		20	19, by
and between the Rus									14072.
Ohio, hereinafter	called	the	"Township	p", a	nd	VanCure	ı Servi	ces,	Inc ,
Ohio, hereinafter <address></address>	BOY	91 N.	ewburu	(9440	4406	5 he	reinafter	called	d the
"Contractor".			b		***************************************				

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 Tree clearing on Russell Township side of County Line Rd as further described in the Contractor's Proposal #9484 dated 2/22/19 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 <u>Thirty ree thousand two-hundred dollars</u> (\$33,200) 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.
- Other property adjacent to the Project site, including, but not limited to, equipment, vehicles and utilities; and
- 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.

BOARD OF TRUSTEES
Justin Madden, Chairman
Gary Gabram, Vice Chair
Jim Mueller, Trustee
Karen Walder, Fiscal Officer
Van Cum Servica, In Company name
By:
Print Name: David Van Curen
Title: President

RUSSELL TOWNSHIP

APPROVED AS TO FOR	RM:		
1111	2-	note typo	on
100-		page 1	

CALLGOOD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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PRODUCER						CONTACT NAME:						
Sutherin-Mellina						PHONE (A/C, No, Ext): (440) 542-5100 FAX (A/C, No): (440) 542-1919						
	3 Rockside Rd Ste 402 ependence, OH 44131				E-MAIL ADDRES	s. info@su	therin.com	1 (100) 110).1	,			
	37.				7,22,120			RDING COVERAGE		NAIC#		
					INSUREE	The second second second second	ld National			NAIO II		
INSURED					INSURER B: AmWins Program Underwriters							
	VanCuren Services, Inc				INSURER	25496						
	PO Box 91				INSURER		114 114114114	i iliourumo oompung		20,00		
	Newbury, OH 44065				INSURER							
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INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s			
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	s	1,000,000		
	CLAIMS-MADE X OCCUR	Х		TRA3315336		5/1/2018	5/1/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	500,000		
>	X Contractual	(35,53)						MED EXP (Any one person)	s	5,000		
	X XCU							PERSONAL & ADV INJURY	s	1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:				- 1			GENERAL AGGREGATE	s	2,000,000		
	POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000		
	OTHER:								\$			
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000		
8	X ANY AUTO			TRA3315336		5/1/2018	5/1/2019	BODILY INJURY (Per person)	s			
	OWNED AUTOS ONLY SCHEDULED AUTOS				1			BODILY INJURY (Per accident)	\$			
	X HURED ONLY X NON-SYMED							PROPERTY DAMAGE (Per accident)	\$			
_									\$			
В	X UMBRELLA LIAB X OCCUR						514 155 45	EACH OCCURRENCE	\$	3,000,000		
	EXCESS LIAB CLAIMS-MADE			XOL4200027-00	7/1/2018	5/1/2019	AGGREGATE	s	3,000,000			
^	DED X RETENTION\$							LDED LOTH	s			
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TRA3315336	1	5/1/2018	5/1/2019	PER OTH-		4 000 000		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	А	1KA3315336		5/1/2016		E.L. EACH ACCIDENT	\$	1,000,000		
	If ves. describe under							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
Α.	DÉSCRIPTION OF OPERATIONS below Leased/Rented			TRA3315336		5/1/2018	5/1/2019	E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
A	(mpfm ²)			200 C C C C C C C C C C C C C C C C C C	- 1	10/1/2018		Equipment		130,000		
С	Excess			H73375180ALI		10/1/2018	5/1/2019	Liability		2,000,000		
Prop Proj Rus: resp	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC oosal #9484 ect: Tree clearing on Russell Township sell Township Board of Trustees emplo ects to General Liability to include Prin orella follows form.	side yees	of Co	ounty Line Rd nts, servants, contractor o	r anyone	e else as per	written agre	ement is included as Add				
CE	RTIFICATE HOLDER				CANC	ELLATION						
Russell Township Board of Trustees P.O. Box 522 Novelty, OH 44072					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
					AUTHORIZED REPRESENTATIVE M. A. C.							



Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer 01058914

VAN CUREN SERVICES INC PO BOX 91 NEWBURY, OH 44065-0091

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2018 to 07/01/2019

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers'

Compensation You must post this language with the Certificate of Ohio Workers' Compensation.