

AGREEMENT BETWEEN COPLEY TOWNSHIP AND _____ (Contractor)

This agreement (the "Agreement") is entered into by and between Copley Township, Summit County, Ohio, through and by the Copley Township Trustees ("Copley") and _____. ("Contractor"), (collectively, the "Parties"), made this _____ day of _____, _____.

WHEREAS, Copley, with its main offices located at 1540 S. Cleveland-Massillon Rd., Copley, Ohio, desires to enter into this Agreement with Contractor for the abatement/remediation of the house and detached garage located at 1554 South Cleveland-Massillon Road, the house and storage shed at 1558 South Cleveland-Massillon Road, the house at 1572 S. Cleveland-Massillon Road, and the house and storage shed at 1576 S. Cleveland-Massillon Road. (the "Premises"); and

WHEREAS, on _____, 20____ Copley accepted Contractor's bid for materials/labor required to be performed for the abatement/remediation of the Premises; and

WHEREAS, the parties recognize that Copley Township must take certain actions relating to the Premises as required by certain state and federal agencies, including but not limited to: the Ohio Environmental Protection Agency (OEPA), Akron Air Quality, Ohio Department of Natural Resources (ODNR), and the Summit County Public Health; and

WHEREAS, Contractor represents that it is able and qualified to perform such services in compliance with the requirements of said political subdivisions and agencies.

NOW, THEREFORE, for and in consideration of \$ _____ Dollars and the mutual promises contained in this Agreement the Parties agree that Contractor shall furnish all labor, materials, and supervision required to improve/remediate the Premises as identified in Exhibit A. Contractor shall complete all work required by the Agreement in a good and workmanlike manner and in accordance with the Contractor's Bid and Job Description attached as Exhibit B (the "Contractor's Bid"). Contractor agrees that the prices contained in the Contractor's Bid shall be valid and binding for a period of sixty (60) days. The parties further mutually agree as follows:

- 1.) **JOB DESCRIPTION:** Contractor shall demolish all the Premises according to the Scope of Work and remove the materials from the site and transport them to a licensed Construction and Demolition landfill and licensed Waste Water Disposal Facility. In addition, the Home Sewage Treatment Systems (HSTS) will be demolished and removed in its entirety according to the rules and regulations of the Summit County Public Health (SCPH) and the Scope of Work. The water well(s) will be capped and abandoned in accordance with the rules and regulations of the Ohio Department of natural Resources (ODNR). All electric and gas service to the buildings will be disconnected by the Township.

2.) **TIME FOR PERFORMANCE:** Contractor shall perform the aforementioned services in accordance with the needs of the Copley Service Director, or his designee, who shall oversee the scope and extent of the work to be performed. Contractor shall provide said services as needed with a minimum of a seven (7) day notice from the Copley Service Director, or his designee. The time of completion may be extended for a reasonable time, if approved in writing. Unless agreed to otherwise, the start date for the project shall be after _____, _____.

3.) **PAYMENT AND TERMS:** The total cost of Contractor's work is identified in Exhibit A. The total cost shall be \$_____. Copley shall pay Contractor a fee as identified in Exhibit A. Contractor shall be paid after the above services have been completed and within thirty (30) days of receipt of invoice after satisfactory completion of the entire Scope of Work. All payments are subject to the satisfactory final inspection by Copley, the OEPA, ODNR, and the SCPH. Both parties acknowledge that this Agreement calls for services performed from an independent contractor for a singular task only. Copley shall not be considered an agent of the Contractor. Contractor understands that the Contractor is solely responsible, at its sole expense, all equipment, tools, and vehicles necessary for the aforementioned services. Copley shall not withhold or otherwise be responsible for computing taxes or payroll taxes. Contractor shall receive a 1099 form from Copley at the end of the tax year when specific services under this contract were performed.

Contractor shall pay all applicable taxes and tax liability Contractor incurs as a result of any activities undertaken relating to this Agreement. Contractor is free to employ agents and employees as may be necessary to complete the aforementioned task. Contractor has the sole responsibility to compensate said agents and employees for any services performed.

4.) **CANCELLATION AND CHANGES:** This Agreement shall be subject to cancellation by Copley, or Contractor, upon ten (10) days advance written notice for any reason from the date of signing. The parties agree that any changes to the Job Description and Scope of Work specifications shall be mutually agreed upon in writing and signed by the parties to the Agreement, and approved by Copley, the EPA, ODNR, and the SCPH.

5.) **DISPUTES:** In the event a dispute should arise between Copley and Contractor, the Parties should use their best efforts to resolve their disputes without the necessity of third-party intervention. If, however, Copley and Contractor are unable to resolve their disputes, the Copley Township Law Director shall then attempt to resolve the parties' disputes. Any and all claims or other matters in question between the parties to this Agreement, which cannot be resolved by the parties or the Copley Township Law Director, arising out of or relating to this Agreement or breach thereof, shall be decided by the Summit County Court of Common Pleas, Summit County, Ohio.

6.) **INSURANCE AND LICENSURE EXPENSES:** Contractor agrees that it has the sole responsibility to maintain a comprehensive general liability insurance policy for any claims of public liability and personal property damage for any claimed loss which may

arise from any activity carried out pursuant to the contract with Copley. Contractor also agrees it is their sole responsibility to maintain and pay for all required training costs or fees associated with maintaining a necessary license or permit with the Summit County Department of Building Standards, the State of Ohio, or another applicable political subdivision. Unless specifically excluded herein, this includes any special inspection or testing for the work and all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, or orders of Contract Documents. Contractor agrees that any policy of insurance that he may have shall be primary insurance for any and all claims or demands for property damage, injury, attorney fees, or losses which may arise from any activity carried out pursuant to the contract with Copley. Any insurance maintained by Copley, its elected officials, employees or volunteers shall be in excess to Contractor's insurance and shall not contribute to it. Contractor shall maintain all applicable workers compensation coverage for the duration of the services provided herein. Contractor shall provide Copley proof of all insurance and workers compensation coverage prior to the commencement of any work hereunder.

- 7.) **NOTICE TO COPLEY:** Contractor agrees that it shall make reasonable efforts to keep the Copley Service Director apprised of its fitness and availability to perform the aforementioned services. In the event of cancellation of this agreement, notice shall be given to Copley Township, C/O Service Director, 1540 S. Cleveland-Massillon Rd., Copley, Ohio 44321.
- 8.) **INDEMNIFICATION:** Contractor agrees that it is only providing these services as an independent contractor and it agrees to defend, hold harmless, and indemnify Copley Township, the Service Department, the Board of Township Trustees, and their elected officials, employees and volunteers from any and all claims or demands for property damage, injury, attorney fees, or losses which may arise from any activity carried out pursuant to this Agreement, or resulting from its actions there under, its officials, employees and any subcontractors employed by him.
- 9.) **ASSIGNMENT:** Contractor shall not assign the Agreement without the prior written consent of Copley. Any request for approval of assignment must be addressed to Copley Township.
- 10.) **GENERAL PROVISIONS FOR CONTRACTOR:** Contractor agrees to protect any and all property belonging to Copley, and while performing under this contract, to operate all equipment in a safe and responsible manner. Contractor agrees, while performing under this contract, to conform to all applicable safety and employment rules and regulations applicable to employees of Copley. This includes, but is not limited to all rules, regulations and policies relating to drugs and alcohol. Contractor shall:
 - A. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed under the Agreement. All works shall be performed in a workmanlike manner.

- B. Keep the premises identified in Exhibit A free from all debris until the completion of the work under this Agreement. All materials and equipment that have been removed and replaced as part of the work shall belong to Contractor. Contractor shall be responsible for daily maintenance and site cleanup for work performed under this Agreement.
- C. Permit Copley, the Geotechnical Engineer, the OEPA, ODNR, and the SCPH and its representatives to examine and inspect the work.
- D. Guarantee all work and material provided for a period of one (1) year from the date of final acceptance of all work required under this Agreement, and furnish all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under this Agreement.

- 11.) **GENERAL PROVISIONS FOR COPLEY TOWNSHIP:** Copley shall cooperate with Contractor to facilitate the performance of the work.
- 12.) **GOVERNING LAW:** This Contract shall be governed by and construed by the law of the State of Ohio. Any dispute or controversy that arises relating to this Contract shall be resolved by the Summit County Court of Common Pleas Summit County, Ohio. Contractor hereby submits to that jurisdiction and venue.
- 13.) **ENTIRE AGREEMENT:** This contract, along with Exhibits A-B, is constitutes the entire agreement between the Parties. All other negotiations, discussions, promises, or agreements are merged herein.
- 14.) **EQUAL OPPORTUNITY EMPLOYMENT:** Contractor agrees and acknowledges that the employees of companies with a Federal government contract or subcontract, or companies with programs or activities receiving federal financial assistance, may not discriminate on the following basis. Title VI and Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, religion, sex (including pregnancy) or national origin. Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay fringe benefits, job training, classification, referral, and other aspects of employment.
- 15.) **GENERAL TERMS:** It is further understood and agreed between the Parties: (1) facsimile signatures are acceptable as original signature; (2) the undersigned first carefully read and fully understands the terms of this contract; (3) there are no collateral or other agreements, oral or written, between the Parties hereto, unless evidenced by writing signed by both Parties; (4) this agreement is subject to the approval of the Board of Trustees of Copley Township.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement:

Copley Township Board of Trustees

Contractor

Helen J. Humphrys, President

Dale A. Panovich

Scott D. Dressler

By:

Its:

Date_____

EXHIBIT A
(Awarded Contractor Unit Price Bid Sheet to be inserted here)

EXHIBIT B

Agreement between Copley Township and (Contractor) for the Demolition of the House and Detached Garage at 1554 South Cleveland-Massillon Road, the House and Storage Garage at 1558 South Cleveland-Massillon Road, the House and Storage Shed at 1572 South Cleveland-Massillon Road, and the House and Storage Shed at 1576 South Cleveland-Massillon Road

Scope of Work

- 1.) Scope of Work is to raze the entire house structure and detached garage at 1554 South Cleveland-Massillon Road, the entire house structure and storage shed at 1558 South Cleveland-Massillon Road, the entire house structure at 1572 South Cleveland-Massillon Road, and the entire house structure and storage shed at 1576 South Cleveland-Massillon Road. The house at 1554 South Cleveland-Massillon Road is approximately 2072 square feet and consists of a two-story wood frame structure with a full basement. The detached garage consists of a one-story wood frame structure approximately 24 feet x 20 feet with concrete block foundation and concrete floor. The house at 1558 South Cleveland-Massillon Road is approximately 5747 square feet and consists of a two-story wood frame structure with a full basement. The storage garage consists of a one-story wood frame structure approximately 20 feet x 30 feet with an aluminum panel roof, concrete foundation and dirt floor. The house at 1572 South Cleveland-Massillon Road is approximately 1550 square feet and consists of a two-story wood frame structure with a full basement. The house at 1576 South Cleveland-Massillon Road is approximately 1222 square feet and consists of a two-story wood frame structure with a full basement. The storage shed consists of a one-story wood frame structure approximately 6' x 8' with a wood floor. All four properties have well water and Home Treatment Sewage Systems (HSTS). All water wells and cisterns will be sealed and abandoned in accordance with the rules and regulations of the Ohio Department of Natural Resources (ODNR). All the HSTS systems shall have the tanks pumped by a licensed waste water hauler and the contents taken to a licensed waste water treatment facility. All the HSTS systems shall be removed in their entirety including any holding tanks, lids, risers, leach wells, leach fields, filter beds, piping, and any other components connected to the house by piping of any kind that comprise the entire HSTSs. All components of the HSTS and the demolition debris shall be disposed of at an appropriate licensed Construction and Demolition landfill.

Removal shall include the house structures including attached garages, detached garage structures, storage shed structures, concrete foundations, concrete block, concrete floors, bricks, concrete sidewalks, railings, planter beds and edgings, all vegetation within the planter beds, all perimeter and /or decorative fencing material including all posts and, if applicable, all concrete post footers; approximately 145 square yards of asphalt driveway, approximately 110 square yards of concrete driveway, driveway edgings, wood, plastic, or concrete steps, patios or decks. All Heating, Ventilating, and Air Conditioning (HVAC) units, refrigerators, or any other item that uses a refrigerant as part of its operation shall have the refrigerant properly evacuated and captured according to the current rules and regulations of the Ohio EPA.

- 2.) All sandstone blocks and all slate roofing material shall be salvaged and set aside for Copley Township. Prior to commencement of the demolition project the Service Director, or his designee, shall mark with an "X" with paint which sandstone blocks are to be set aside for the Township. Contractor shall take care so as not to cause damage to any sandstone blocks during the salvage operation. The slate roofing material shall be removed from all structures prior to any demolition of any structure with care and without breakage and set aside on pallets. Copley Township shall be responsible to remove the sandstone blocks and pallets of slate roofing material in a timely manner so as not to interfere with the progress of the work.
- 3.) Copley Township will mark which bushes and/or trees are to be removed in order to create work space to accommodate any equipment for the demolition project only. Those chosen to be removed shall be marked with a colored ribbon or painted "X" around the trunk for identification. All bushes/trees shall have their stumps dug out not ground out. Care shall be taken by the Contractor so as not to cause damage to the remaining bushes and/or trees not chosen for removal during this project.
- 4.) Contractor shall obtain all necessary demolition permits from the Summit County Division of Building Standards. Notice of Abandonment for a HSTS form for the abatements shall be submitted to the Summit County Public Health Department upon completion. A copy of the Notice of Abandonment for all HSTSs shall be provided to the Township. Documentation proving proper disposal of the waste water from all HSTSs shall be provided to the Township. A copy of the Water Well Sealing Report for all water wells to ODNR shall be provided to the Township. Documentation of the proper evacuation and capture of any refrigerants from any or all items that contain said material shall be provided to the Township.
- 5.) Contractor shall contact Akron Air Quality ten (10) days prior to starting work and shall begin upon Akron Air Quality's approval to proceed. Contractor shall provide dust control during the entire duration of the demolition project per Ohio EPA Standards and Akron Air Quality rules and regulations.
- 6.) Contractor shall use a minimum 4 foot high plastic construction fence securely mounted to posts that are driven into the ground at a reasonable interval to prevent sagging to secure the demolition site until the ground has been graded or completely backfilled.

(cont.) Fencing shall not be removed from the site until the final grading has taken place to the satisfaction of the Service Director, or his designee.

- 7.) Contractor shall provide pictures from the 4 cardinal directions of all the structure before, during, and after demolition.
- 8.) Contractor shall keep all streets, drives, and parking lots clean during and after demolition.
- 9.) Contractor will exercise caution not to damage any abutting property to the demolition sites. Contractor shall be held responsible for the repair or replacement of any abutting property damaged caused by any of his equipment or employees during the entire duration of the demolition project.
- 10.) Contractor shall restore each site to match existing pre-demolition drainage patterns. A minimum of 4 inches of top soil shall be used to top off the site before seed and straw may be applied.
- 11.) All salvage material or miscellaneous items, with the exception of the sandstone blocks and slate roofing material in aforesaid Scope of Work Number 2, shall become property of the Contractor upon execution of the contract.

**UNIT PRICE BID SHEET IN ACCORDANCE WITH THE SCOPE OF WORK
DEFINED IN EXHIBIT B IN THE CONTRACTOR AGREEMENT FOR**

1554 South Cleveland-Massillon Road

1558 South Cleveland-Massillon Road

1572 South Cleveland-Massillon Road

1576 South Cleveland-Massillon Road

<i>Line Item</i>	<i>Unit Pricing</i>
<i>Demolition of four (4) residential structures</i>	
<i>Demolition of one (1) detached garage and two (2) storage sheds</i>	
<i>Removal of C&D (includes misc. trash)</i>	
<i>Pumping and removal of four (4) Home Sewage Treatment Systems</i>	
<i>Capping of four (4) Water Wells</i>	
<i>Backfill/Grading</i>	
<i>TOTAL BID</i>	

To the Board of Trustees, Copley Township:

The undersigned, having full knowledge of the sites for the demolition of the structures at 1554 South Cleveland-Massillon Road, 1558 South Cleveland-Massillon Road, 1572 South Cleveland-Massillon Road, and 1576 South Cleveland-Massillon Road and for sealing of four (4) water wells and/or cisterns, and for the removal of four (4) home sewage treatment systems and the conditions of this proposal hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the Scope of Work defined in Exhibit B of the Contractor Agreement, and to accept the unit prices specified above for each item as full compensation for the work in this proposal.

The total amount of the bid specified by the unit pricing amounts to the sum of:

\$ _____

Signature

Date

**THIS AFFIDAVIT SHALL BE FILLED OUT AND EXECUTED
BY THE BIDDER, IF THE BID IS MADE BY A CORPORATION,
THEN BY THE PROPERLY AUTHORIZED AGENT**

AFFIDAVIT

STATE OF OHIO)

SS.

COUNTY OF)

_____ being first duly sworn, deposes and says that he is

_____ (sole owner, a partner, president, secretary, etc.) of the party making the foregoing bid: that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder, or anyone else, to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the price of said bidder or any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against a public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or divulge information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have partnership or other financial interest with the said bidder in his general business.

Signed,

Title

Subscribed and sworn to before me this

_____ day of _____, _____

Seal

Notary Public