

RESOLUTION APPROVING CONTRACT WITH OZARK MATERIALS, LLC, FOR TRAFFIC PAINT, ENGINEER'S OFFICE

WHEREAS, Tim Martin, Ashtabula County Engineer, has presented a contract for the approval of the Board, to-wit:

Scope: Supplying of traffic paint, Yellow- 6655 gallons and White-1540 gallons

Provider: Ozark Materials, LLO, 591 Glendale Avenue Greenville, Alabama 36037

Cost:	Yellow Traffic Paint 6655 gallons	Point of Supply \$12.90/G.	Extension: \$ 85,849.50
	White Traffic Paint 1540 gallons	Point of Supply \$12.54/G.	Extension: \$ 19,311.60

Not to Exceed: \$105,161.10

Term: one year from date of execution; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract as noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-282

June 07, 2022

**RESOLUTION APPROVING CONTRACT WITH OZARK MATERIALS, LLC, FOR
TRAFFIC PAINT, ENGINEER'S OFFICE**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

J.P. Ducro IV

Casey R. Kozlowski

Kathryn L. Whittington

Aye

Aye

Absent

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

CONTRACT FOR ASHTABULA COUNTY TRAFFIC PAINT PURCHASE

1. This contract is made and entered into this May 12th 2022 (the "Effective Date"), by and between Ozark Materials, LLC, 591 Glendale Avenue, Greenville, AL 36037, herein referred to as "Seller", and the Board of Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, Ohio 44047, herein referred to as "Buyer".

2. (a) Seller shall sell to the Buyer, and the Buyer shall buy from the Sellers, on a non-exclusive basis, those certain traffic paint products, identified in Seller's Quotation #305, at prices identified agreed to in writing between the parties. Prices are inclusive/exclusive of all taxes, insurance, and shipping and handling charges.

*6655 Gallons of Yellow Traffic Paint at 12.90/ gallon = \$ 85,849.50

* 1540 Gallons of White Traffic Paint at 12.54/gallon = \$ 19,311.60

TOTAL COST = \$105,161.10

3. Buyer agrees to pay for the goods within 30 days from the time they are being received at the pickup point. All payments shall be made in United States Dollars.

4. Delivery of goods shall be 30 calendar days upon written or verbal notification of a valid purchase order. Goods shall be deemed received by Buyer when delivered by seller.

5. This Agreement shall commence on the Effective Date and have a term which expires one calendar year later, unless terminated earlier as provided herein. Either party may terminate this agreement with 90 days written notice to the other. Upon termination, final payment shall be made within 30 days of all traffic paint delivered.

6. Seller warrants that the goods shall be free from any security interest or other lien or encumbrance, that they shall be free from same at the time of delivery, and that he neither knows nor has reason to know of any outstanding title or claim of title hostile to his rights in the goods.

7. Buyer has the right to examine the goods on arrival and has 5 days to notify Seller of any claim for damages on account of the condition, grade or quality of the goods. That said notice must specifically set forth the basis of his claim, and that his failure to either notice seller within the stipulated period of time or to set forth specifically the basis of his claim will constitute irrevocable acceptance of the goods.

8. Either party shall be free from liability for the failure or omission in performance of its obligations hereunder if such failure or omission is a result of fire, flood, war, earthquake, prohibition of export or import, limitation in respect of remittance currency and other governmental activities as well as other circumstances beyond reasonable control of the parties.

9. Neither party may assign, delegate, or transfer this agreement, or any of its rights or duties hereunder, without the prior written consent of the other party. Any attempted assignment or


delegation in violation of this section shall be void. The provisions of this agreement shall be binding upon and inure to the benefit of the parties and permitted assigns.

10. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

11. No modification to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

12. This Agreement and the exhibits attached hereto constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter and supersede any prior agreements between the parties with respect to such subject matter.

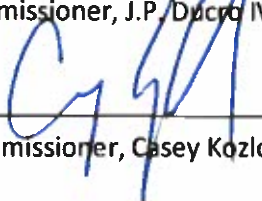
13. This agreement is governed by Ohio law and has been executed in duplicate, whereby both buyer and seller have retained one copy each, on May 12th 2022.



Commissioner, J.P. Duro IV

6-7-22

Date



Commissioner, Casey Kozlowski

6-7-22

Date

Commissioner, Kathryn Whittington

Date

Ozark Materials, LLC


5-25-22

Date

Michael Dean
(Typed or printed name)



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Ozark Materials, LLC**
Date: **5/9/2022 1:47:49 PM**

This search produced the following list of 1 possible matches:

Name/Organization	Address
Bozanich, David	7842 Walnut Street

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

FISCAL OFFICER'S CERTIFICATE

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the **MVGT FUND SAFETY MATERIALS 2222.007.301-701.0001**, not to exceed \$105,161.10, and free from any previous encumbrances.

Agreement Title: Traffic Paint Bid #305

Maximum amount payable under contract: \$105,161.10



~~David Thomas~~
Ashtabula County Auditor

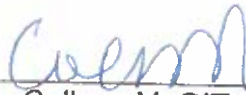
Paige Williamson, FISCAL
Manager, on behalf of
Auditor Thomas

Date: 6/3/22



Signature Page

Agreement Title: Traffic Paint with Ozark Materials, LLC
#305

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: , 2022
 6.2.22