

RESOLUTION APPROVING A CONTRACT WITH SUIT-KOTE CORPORATION FOR CRS-2 AND CMS-2 MATERIAL FOR USE BY THE COUNTY HIGHWAY DEPARTMENT, ENGINEERS OFFICE

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

Scope of Contract: For the furnishing of CRS-2 and CMS-2 to the Ashtabula County Engineers, Highway Department

Provider: SUIT-KOTE Corporation, 10965 McHenry Street, Meadville, PA 16335

Cost:	103,500 gal.	CRS-2	\$2.285/gal.	\$210,220.00
	202,500 gal.	CMS-2	\$2.645/gal.	\$439,070.00

Not to Exceed: \$649,290.00

Term: 1 year from date of execution

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the contract is approved in accordance with a copy of said contract now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-221

April 11, 2023

**RESOLUTION APPROVING A CONTRACT WITH SUIT-KOTE CORPORATION FOR
CRS-2 AND CMS-2 MATERIAL FOR USE BY THE COUNTY HIGHWAY
DEPARTMENT, ENGINEERS OFFICE**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV

Aye
Aye
Aye

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 EMULSION PURCHASE

1. This contract is made and entered into this _____ (the "Effective Date"), by and between Suit-Kote Corporation, 10965 McHenry Street, Meadville, PA 16335 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 emulsion products, identified in Seller's Quotation #309, at prices identified agreed to in writing between the parties. Prices are inclusive/exclusive of all taxes, insurance, and shipping and handling charges.

*166,000 gallons of CMS-2 Asphalt Emulsion \$2.645/gallon = total cost of \$439,070.00

*92,000 gallons of CRS-2 Asphalt Emulsion \$2.285/gallon = total cost of \$210,220.00

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. Picked up of goods shall be available upon request. Goods shall be deemed received by Buyer when materials are delivered.

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 emulsion 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.

CERTIFICATE TO THE FISCAL OFFICER

TO THE FISCAL OFFICER OF ASHTABULA COUNTY:

I, Joseph L Goodman Jr, do hereby affirm that at the time the proposal was submitted for **furnishing liquid asphalt emulsion to the Ashtabula County Engineer's Highway Department** that there were \$ 0 due and unpaid delinquent Personal Property Taxes, and \$ 0 due and unpaid penalties and interest thereon, charged against Suit-Kote, in Ashtabula County.

Suit-Kote Corporation

By: [Signature]
Title: Sales Representative^{CB}
Representative

State of Pennsylvania)
County of Crawford) ss.

Before me, a Notary Public, in and for said County and State, personally appeared Joseph L Goodman Jr, who acknowledged that he/she did sign the foregoing declaration and that the same is his/her free act and deed, personally and in his/her official capacity.

In testimony whereof, I have hereunto set my hand and official seal at Meadville, Pennsylvania, this 28th day of March, 2023.


Candice Benek
Notary Public
Commonwealth of Pennsylvania - Notary Seal
Candice Benek, Notary Public
Crawford County
My commission expires July 2, 2025
Commission number 1277613
Member, Pennsylvania Association of Notaries

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 _____.




Commissioner, Kathryn Whittington

4-11-23
Date



Commissioner, Casey Kozlowski

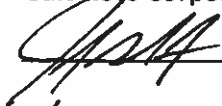
4-11-23
Date



Commissioner, J.P. Ducro IV

4-11-23
Date

Suit-Kote Corporation




Joseph L. Goodman Jr.
(Typed or printed name)

3-28-23
Date

Signature Page

Agreement Title: CRS-2 and CMS-2 Asphalt Material Awarded to Suit-Kote Corp.
#309

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 3.4, 2023

CD 2023-CON-0048

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2023 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

Agreement Title: RESOLUTION APPROVING A CONTRACT WITH SUIT-KOTE CORPORATION FOR CRS-2 AND CMS-2 MATERIAL FOR USE BY THE COUNTY HIGHWAY DEPARTMENT, ENGINEERS OFFICE



**David Thomas, Ashtabula County
Auditor**

Date: April 07, 2023