

**RESOLUTION APPROVING CONTRACT WITH THE SHERWIN WILLIAMS COMPANY, 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:** The Sherwin Williams Company 101 Prospect Avenue, 1500 Midland, Cleveland, Ohio 44115

<b>Cost:</b>	Yellow Traffic Paint 7260 gallons	Point of Supply \$12.50/G.	Extension: \$ 90,750.00
	White Traffic Paint 1650 gallons	Point of Supply \$12.50/G.	Extension: \$ 20,625.00

**Not to Exceed:** \$111,375.00

**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. 2023-376

July 18, 2023

**RESOLUTION APPROVING CONTRACT WITH THE SHERWIN WILLIAMS  
COMPANY, FOR TRAFFIC PAINT, ENGINEER'S 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.



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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 July 18, 2023 (the "Effective Date"), by and between The Sherwin Williams Company, 101 Prospect Ave, 1500 Midland, Cleveland, Ohio 44115, 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 #310, at prices identified agreed to in writing between the parties. Prices are inclusive/exclusive of all taxes, insurance, and shipping and handling charges.

\*7260 Gallons of Yellow Traffic Paint at 12.50/ gallon = \$ 90,750.00

\* 1650 Gallons of White Traffic Paint at 12.50/gallon = \$ 20,625.00

TOTAL COST = \$111,375.00

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. 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

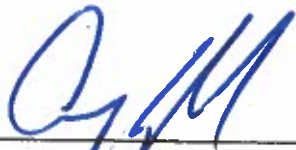
delegation in violation of this section shall be void. The provisions of this agreement shall be binding upon and inure to the benefit of the parties and permitted assigns.

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 \_\_\_\_\_.

  
\_\_\_\_\_

Commissioner, Casey Kozlowski

7/18/23

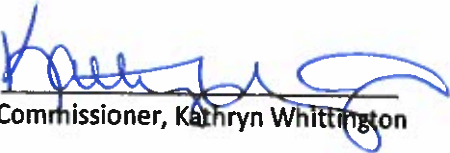
Date

  
\_\_\_\_\_

Commissioner, J.P. Ducro IV

7/18/23

Date


  
\_\_\_\_\_

Commissioner, Kathryn Whittington

7/18/23

Date

**The Sherwin Williams Company**

DocuSigned by:  
  
\_\_\_\_\_

Anthony Del Percio

(Typed or printed name)

7/7/2023

Date

**CERTIFICATE TO THE FISCAL OFFICER**

TO THE FISCAL OFFICER OF ASHTABULA COUNTY:

I, Joanna Carr, do hereby affirm that at the time the proposal was submitted for **Yellow and White Traffic Paint** that there were \$ 0 due and unpaid delinquent Personal Property Taxes, and \$ 0 due and unpaid penalties and interest thereon, charged against The Sherwin Williams Company in Ashtabula County.

**The Sherwin Williams Company**

By: [Signature]

Title: Inside Sales

State of Ohio )  
 ) ss.  
County of Cuyahoga

Before me, a Notary Public, in and for said County and State, personally appeared Joanna Carr, 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 Parma, Ohio, this 16<sup>th</sup> day of July, 2023.



DARA PERKINS  
Notary Public  
State of Ohio  
My Comm. Expires  
September 26, 2027

[Signature]  
Notary Public

## BID TABULATION SHEET

<b>QUOTATION #310</b>							
Traffic Paint							
June 8, 2022 @ 10:30 A. M.							
Engineer's Estimate: \$107,000.00							
		<b>BIDDER</b>	<b>BIDDER</b>	<b>BIDDER</b>	<b>BIDDER</b>	<b>BIDDER</b>	<b>BIDDER</b>
		Ozark	MD Solutions	Ennis Flint	Sherwin Williams	Sherwin Williams	Garfield Heights
<b>YELLOW</b>	<b>FOB Jefferson</b>						
	Price/GAL.	\$13.29	\$13.10	\$15.50	\$12.50	\$13.10	
7,260 Gal.	Total:	\$96,485.40	\$95,106.00	\$112,530.00	\$90,750.00	\$95,106.00	
<b>WHITE</b>	<b>FOB Jeffeson</b>						
	Price/GAL.	\$12.79	\$13.10	\$13.50	\$12.50	\$13.10	
1,650 Gal.	Total:	\$21,103.50	\$21,615.00	\$22,275.00	\$20,625.00	\$21,615.00	
	<b>GRAND TOTAL:</b>	<b>\$117,588.90</b>	<b>\$116,721.00</b>	<b>\$134,805.00</b>	<b>\$111,375.00</b>	<b>\$116,721.00</b>	
<b>BID BOND/CHECK</b>		Yes	No	No	Yes	No	



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: **The Sherwin Williams Company**  
Date: **6/12/2023 1:23:49 PM**

This search produced the following list of 14 possible matches:

Name/Organization	Address
Church of The Lion of Judah	4001 Foskett Road
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Mathews, Marlon	9988 Wayne Ave
Northern Ohio Rural Water Board Members	
Praither, Randall	3626 Carroll Eastern Road
Southern Ohio Academy	522 Glenwood Ave
The Capella High School	4721 Reading Road
The Harte School	350 Columbus City Center Drive
The Haynes Group, Inc.	3897 E. 155th St.
The Haynes Group, Inc.	3897 E. 155th Street
The International Preparatory School	1301 East 9th Street, Suite 1900
The Perry Foundation	579 Valley Oak
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Village of Bethel Mayor's Court	

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.

Signature Page

Agreement Title: Traffic Paint with Sherwin Williams Company  
#310

Approved as to Legal Form Only:

By:   
Colleen M. O'Toole,  
Ashtabula County Prosecutor

Dated: July 11, 2023

2023-CON-0100  
C. Davis 7/19/2023

**May 15, 2023**

**COUNTY OF ASHTABULA - STATE OF OHIO**  
**ASHTABULA COUNTY COMMISSIONERS**  
**ASHTABULA COUNTY ENGINEER - HIGHWAY DEPARTMENT**  
**TRAFFIC ZONE MARKING PAINT**

**The purpose of this specification is to describe an acceptable traffic zone marking paint to be used for pavement markings and centerline striping as follows:**

**Traffic Paint, Type 1, fast dry, water-based 100% acrylic type**

**7260 Gallons Yellow**  
**1650 Gallons White**

**The Ashtabula County Engineer reserves the right to inspect and test any or all of the material being bid, and ask for samples for testing to prove any characteristics which may be in question.**

**The Ashtabula County Engineer reserves the right to accept a material that does not comply with these Specifications, when such acceptance is in the best interest of the Ashtabula County Engineer and Highway Department.**

## **REQUIREMENTS AND SPECIFICATIONS**

### **INTENT**

It is the intent of this bid to establish pricing for white and yellow ready-mixed traffic paint suitable for marking various types of pavement. The manufacturer shall formulate the paint in such a manner as to meet the requirements of this specification.

### **SPECIFICATIONS FOR TRAFFIC MARKING PAINT:**

Specifications shown herein are incorporated into this invitation and made a part thereof are found in the 2019 Ohio Department of Transportation Construction and Materials Specifications Pavement Marking Items 640 and 740 including any and all revisions applicable.

### **FINISH PAINT**

The paint shall be a suitable binder for glass beads on pavement exposed to traffic. It shall not deteriorate in storage, within nine months after date of receipt, to the extent that it cannot be readily broken up with a paddle to a smooth uniform paint capable of easy application by spray. The paint shall not bleed or discolor when sprayed on bituminous surfaces.

### **SAFETY DATA SHEETS**

The Bidder is required to submit with their bid, material manufacturers product data sheet, and MSDS sheets for the product(s) being bid. Should the bidder fail to submit this data, their bid will not be considered.

### **PRE-QUALIFIED TRAFFIC PAINT**

The list of pre-qualified traffic paints can be found at the following location:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Materials/Approved%20List/Pavement-Marking-Materials.pdf>

(approved list for materials conforming to Supplemental 1047 dated May 9, 2023)

Paints that have not been pre-qualified prior to the bid opening will not be accepted and the vendor's bid for that item will be rejected as non-responsive.

The vendor is to select the names and code(s) of the pre-qualified paint(s) they are bidding and enter the appropriate pricing.

### **ESTIMATED TOTAL GALLONS TO BE FURNISHED**

55-Gallon Drums	Yellow	7260 Gallons
55-Gallon Drums	White	1650 Gallons

### **CONTAINER MARKINGS AND WEIGHT REQUIREMENTS**

The marking material shall be delivered in containers which are clearly marked to indicate the number of liters (gallons), weight or size of material, material color, batch

number or other similar manufacturer's identification, date of production and the company name and location.

**FREE ON BOARD (F.O.B.) DESTINATION**

The net unit price shall include delivery charges. Free on Board (F.O.B.) to:

Ashtabula County Highway Department  
186 East Satin Street  
Jefferson, Ohio 44047

**DELIVERY**

Delivery shall be made within 30 calendar days upon written or verbal notification of a valid purchase order. It is Ashtabula County Highway Department's preference to have the product delivered on pallets, to be unloaded from an open flatbed trailer.

**DELIVERY HOURS**

All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m. Monday through Friday not including holidays, unless special permission is granted by the Ashtabula County Highway Department to temporarily waive or adjust this requirement.

**NOTICE OF DELIVERY**

The vendor shall notify the Ashtabula County Highway Department 24 hours prior to making delivery.

**ASHTABULA COUNTY HIGHWAYS DEPARTMENT  
Bid #310**

**Traffic Paint, Type 1, fast dry, water-based 100% acrylic type**

<b><u>Amount</u></b>	<b><u>Type</u></b>	<b><u>Price for Yellow</u></b>
7,260 gallons	55 Gallon Drums	\$ <u>12.50</u> /gallon
	Total Price for Yellow	\$ <u>90,750.00</u>

<b><u>Amount</u></b>	<b><u>Type</u></b>	<b><u>Price for White</u></b>
1,650 gallons	55 Gallon Drums	\$ <u>12.50</u> /gallon
	Total Price for White	\$ <u>20,625.00</u>

**Grand Total:** \$ 111,375.00

Estimate: \$107,000.00 (Award cannot be made over \$117,700.00.)

The Sherwin-Williams Company

(Name of Company)

101 Prospect Ave, 1500 Midland

(Address of Company)

Cleveland OH 44115

Contact Person: Joanna Carr or Brandy Reed

Telephone Number: 800-597-2929

Federal Identification Number: 34-0526850

**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:

2222.007.301-701.0001; not to exceed \$1,111,375.00.

**Agreement Title: RESOLUTION APPROVING CONTRACT WITH THE SHERWIN WILLIAMS COMPANY, FOR TRAFFIC PAINT, ENGINEER'S OFFICE**



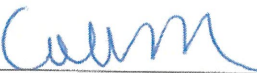
**David Thomas, Ashtabula County  
Auditor**

Date: July 17, 2023

Signature Page

Agreement Title: Traffic Paint with Sherwin Williams Company  
#310

Approved as to Legal Form Only:

By:   
Colleen M. O'Toole,  
Ashtabula County Prosecutor

Dated: July 11, 2023

2023-CON-0100  
C. Davis 7/19/2023