

**RESOLUTION APPROVING CONTRACT WITH CAPP STEEL ERECTORS INC. FOR LIMESTONE, ENGINEER'S OFFICE**

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

**Scope:** Supplying of Limestone, Lot #1

**Provider:** Capp Steel Erectors Inc., 6004 State Road, Ashtabula, Ohio 44004

**Cost:** Lot #1- 12,500 tons #67 Point of Supply \$21.99/ton Extension: \$274,875.00,  
**Not to Exceed:** \$274,875.00

**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. 2021-206**

**June 01, 2021**

**RESOLUTION APPROVING CONTRACT WITH CAPP STEEL ERECTORS INC. FOR  
LIMESTONE, ENGINEER'S OFFICE**

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

**VOTE:**

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

**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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*Crystal Sturgill*  
Crystal Sturgill, Clerk of the Board, *Acting Clerk*  
Board of County Commissioners  
Ashtabula County, Ohio

# CONTRACT FOR ASHTABULA COUNTY LIMESTONE PURCHASE

1. This contract is made and entered into this June 1, 2021 (the "Effective Date"), by and between Capp Steel Erectors Inc., 6004 State Road, Ashtabula, OH 44004, 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 limestone products, identified in Seller's Quotation #297, at prices identified agreed to in writing between the parties. Prices are inclusive/exclusive of all taxes, insurance, and shipping and handling charges.

\*Lot #1 Limestone 12,500 tons of #67, \$21.99/ton with a total cost of \$274,875.00

3. Buyer agrees to pay for the goods within 30 days from the time they are being received at the delivery point at 186 East Satin St., Jefferson, Ohio. All payments shall be made in United States Dollars.

4. Delivery of goods shall occur upon request of the buyer. Goods shall be deemed received by Buyer when delivered to the Delivery Point.

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 for all limestone previously 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.

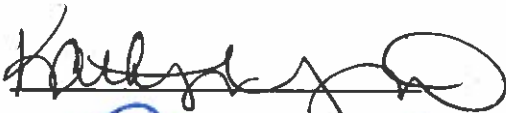
9. Neither party may assign, delegate, or transfer this agreement, or any of its rights or duties hereunder, without the prior written consent of the other party. Any attempted assignment or delegation in violation of this section shall be void. The provisions of this agreement shall be binding upon 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.

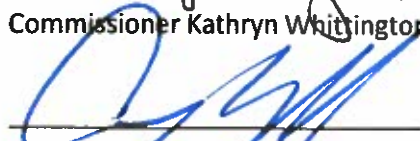
11. No modification to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

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 Kathryn Whittington

6-1-21  
Date

  
\_\_\_\_\_  
Commissioner Casey Kozłowski

6-1-21  
Date

  
\_\_\_\_\_  
Commissioner J.P. Ducro IV

6-1-21  
Date

**Capp Steel Erectors, Inc.**



Andrew KASCHAK  
(Typed or printed name)



**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 2021, 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: 2222.007.301-701; not to exceed \$274,875.00, and free from any previous encumbrances.

Agreement Title: ***Capp Steel Erectors Inc.  
Limestone, Lot #1***



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**David Thomas**  
Ashtabula County Auditor

Date: 5/12/21

**Signature Page**

Agreement Title: Limestone Lot #1 Bid Award to Capp Steel Erectors Inc.  
#297

Approved as to Legal Form Only:

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

Dated. 5/27, 2021