

RESOLUTION APPROVING A CONTRACT WITH RUSSELL STANDARD CORPORATION FOR 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 CMS-2 to the Ashtabula County Engineers, Highway Department

Provider: Russell Standard Corporation, 990 Hazel St., Akron, OH 44305

Cost: 225,000 gal. CMS-2 \$2.13/gal. **Not to Exceed:** \$479,250.00

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. 2021-208

June 01, 2021

RESOLUTION APPROVING A CONTRACT WITH RUSSELL STANDARD CORPORATION FOR CMS-2 MATERIAL FOR USE BY THE COUNTY HIGHWAY DEPARTMENT, ENGINEERS OFFICE

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

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.



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

CONTRACT FOR ASHTABULA COUNTY EMULSION PURCHASE

1. This contract is made and entered into this June 1, 2021 (the "Effective Date"), by and between Russell Standard Corporation, 990 Hazel Street, Akron, Ohio 44305 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 #296, at prices identified agreed to in writing between the parties. Prices are inclusive/exclusive of all taxes, insurance, and shipping and handling charges.

*225,000 gallons of CMS-2 Asphalt Emulsion \$2.13/gallon = total cost of \$479,250.00

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.

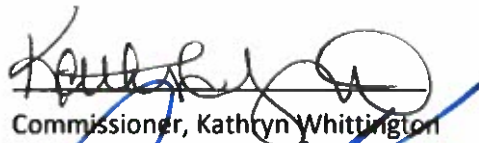
9. Neither party may assign, delegate, or transfer this agreement, or any of its rights or duties hereunder, without the prior written consent of the other party. Any attempted assignment or delegation in violation of this section shall be void. The provisions of this agreement shall be binding upon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

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.

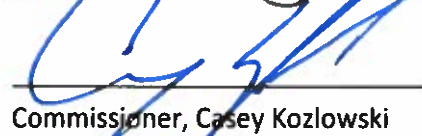
11. No modification to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

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

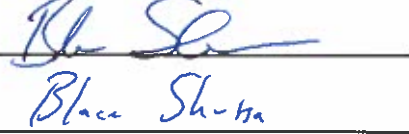

Commissioner, Casey Kozlowski

6-1-21
Date


Commissioner, J.P. Ducro IV

6-1-21
Date

Russell Standard Corporation


Blace Shuha

5-25-21
Date

(Typed or printed name)

CERTIFICATE TO THE FISCAL OFFICER

TO THE FISCAL OFFICER OF ASHTABULA COUNTY:

I, John R. Shusta, 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 \$ _____ due and unpaid delinquent Personal Property Taxes, and \$ _____ due and unpaid penalties and interest thereon, charged against Russell Standard, in Ashtabula County.

RUSSELL STANDARD

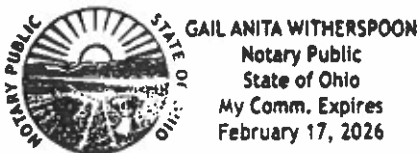
By: [Signature]
Title: V.P. Sales & Mktg.

State of OHIO)
County of Summit) ss.

Before me, a Notary Public, in and for said County and State, personally appeared John Shusta 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 990 HAZEL ST, AKRON OH, this 12 day of MAY, 2021.

Gail A Witherspoon
Notary Public



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 \$479,250.00 , and free from any previous encumbrances.

Agreement Title: ***Russell Standard Corporation
Emulsion***



David Thomas
Ashtabula County Auditor


Date: _____

5/24/21

Signature Page

Agreement Title: CMS-2 Asphalt Material Awarded to Russell Standard Corp.
#296

Approved as to Legal Form Only:

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

Dated: 5/27/, 2021