

RESOLUTION APPROVING CONTRACT WITH SIMAK TRUCKING AND EXCAVATING INC FOR LIMESTONE, ENGINEER'S OFFICE 320

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: Simak Trucking and Excavating Inc., 3052 E Center Street, P.O. Box 599 North Kingsville, Ohio 44068

Cost: Lot #1- 9200 tons #67 Point of Supply \$29.64/ton Extension: \$272,688.00

Not to Exceed: \$272,688.00

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. 2025-182

April 15, 2025

**RESOLUTION APPROVING CONTRACT WITH SIMAK TRUCKING AND
EXCAVATING INC FOR LIMESTONE, ENGINEER'S OFFICE 320**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

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
Board of County Commissioners
Ashtabula County, Ohio

Acting

CONTRACT FOR ASHTABULA COUNTY LIMESTONE PURCHASE

1. This contract is made and entered into this 4-1-25 (the "Effective Date"), by and between Simak Trucking & Excavating Inc., 3052 E. Center Street, P.O. Box 599, No. Kingsville, Ohio 44068 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 #320, 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- 9200 tons of #67, \$29.64/ton with a total cost of \$272,688.00

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 picked up by the buyer.

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 limestone picked up.

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.

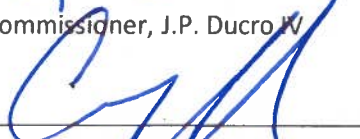
12. This Agreement and the exhibits attached hereto constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter and supersede any prior agreements between the parties with respect to such subject matter.

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 _____.



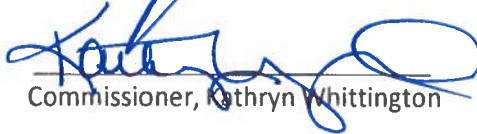
Commissioner, J.P. Ducro IV

4-15-25
Date



Commissioner, Casey Kozlowski

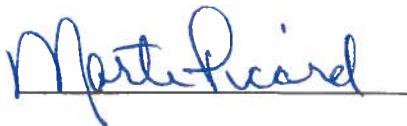
4-15-25
Date



Commissioner, Kathryn Whittington

4-15-25
Date

Simak Trucking & Excavating Inc.



Date
4-1-25



(Typed or printed name)

CERTIFICATE TO THE FISCAL OFFICER

TO THE FISCAL OFFICER OF ASHTABULA COUNTY:

Marlene K Picard, do hereby affirm that at the time the proposal was submitted for **furnishing limestone aggregate 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 Simak Trucking & Excavating Inc., in Ashtabula County.

Simak Trucking & Excavating Inc

By: Marlene Picard
Title: President

State of Ohio)
) ss.
County of Ashtabula)

Before me, a Notary Public, in and for said County and State, personally appeared Marlene K. Picard, 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 Ashtabula, Ohio, this 31st day of March, 2025.



HEATHER M. JONES
Notary Public, State of Ohio
My Comm. Expires Jan. 10, 2026

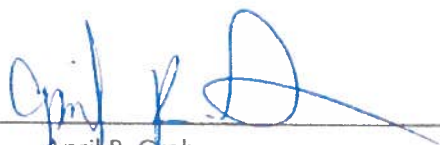
Heather M Jones exp. 01-10-2026
Notary Public

Signature Page

AGREEMENT TITLE: Contract for Ashtabula County Limestone Purchase Lot #1

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: 4/8/2025 _____

Reviewed by Earl F. Stoll, Assistant Prosecutor

ES

Notes for Prosecutor:



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: **Simak Trucking & Excavating Inc**
Date: **3/20/2025 2:38:42 PM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Kassim, Abdalla	2650 Willowgate Road
Simmons, Gayle	4223 Old Osprey Circle
Simmons, Gayle	4223 Old Osprey Circle
Simmons, Gayle	4223 Old Osprey Circle
Simon, Carolyn	7257 Thomas Drive
Sims, Carl	785 Glenbrook Road

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).

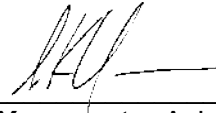
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or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

FISCAL OFFICER'S CERTIFICATE

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 2025 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 CONTRACT WITH SIMAK TRUCKING AND EXCAVATING INC FOR LIMESTONE, ENGINEER'S OFFICE 320



Scott Yamamoto, Ashtabula County
Auditor

Date: April 11, 2025