



117 East Columbus Avenue
Suite 100 • Bellefontaine, Oh 43311
commissioners@logancountyohio.gov
(office) 937-599-7283 • (fax) 937-599-7268

Joe M. Antram • Michael E. Yoder • Greg A. Fitzpatrick

David Henry, County Administrator
david.henry@logancountyohio.gov
937-292-4008

DeDe Doss, Clerk Administrator
ddoss@logancountyohio.gov
937-599-7284

Jenny Richardson, Human Resources Director
jrichardson@logancountyohio.gov
937-599-7280

Resolution No. 89-25

The Logan County Board of Commissioners met in regular open session on this date of April 8, 2025 with full board present.

Mr. Joe Antram moved that the following resolution be adopted:

RE: AWARD 2025 COUNTY PAVING PROJECT-ENGINEER

WHEREAS, bids were received on April 1, 2025, for the 2025 County Paving Project, and

WHEREAS, bids were received from the Shelly Company in the amount of \$1,919,074.50 and Fillmore Construction in the amount of \$1,952,693.00, and

WHEREAS, the bids have been reviewed by the Logan County Engineer and a recommendation has been made to accept the bid of the Shelly Company in the amount of \$1,919,074.50 and enter into a contract for the same.

THEREFORE, BE IT HEREBY RESOLVED, by the Logan County Board of Commissioners to accept the bid of the Shelly Company in the amount of \$1,919,074.50 and enter into a contract for the same.

Mr. Greg Fitzpatrick seconded the motion.

Roll call resulted as follows:

Michael E. Yoder yes
Mr. Michael E. Yoder, President

Joe M. Antram yes
Mr. Joe Antram, Vice President

Greg Fitzpatrick yes
Mr. Greg Fitzpatrick, Member

I, De De Doss, Clerk/Administrator, hereby certify this to be a true copy of the proceedings as taken from the minutes of the meeting of the Logan County Commissioners on this date of April 8, 2025.

DeDe Doss
De De Doss, Administrative Clerk

OFFICE OF THE
LOGAN COUNTY ENGINEER
P.O. BOX 427
1991 COUNTY ROAD 13
BELLEFONTAINE, OH 43311
www.lceo.us

SCOTT C. COLEMAN, P.E., P.S.
LOGAN COUNTY ENGINEER

Telephone: (937) 592-2791
Fax: (937) 599-2658

April 4, 2025

The Honorable Board of
Logan County Commissioners
117 E. Columbus Avenue, Suite 100
Bellefontaine, OH 43311

Received

APR 07 2025

**Logan County
Commissioners**

**Re: 2025 County Paving Project
Tuesday, April 1, 2025 at 10:30 A.M. – Bid Opening**

Gentlemen:

I have reviewed the bid which was received and opened in your office at the above date and time. The low bid of The Shelly Company appears to be responsive meeting all specifications. The bid tabulation is as follows.

Company	Bid Amount
The Shelly Company	\$1,919,074.50
Fillmore Construction	\$1,952,693.00

Therefore, I am recommending that your honorable board adopt a resolution awarding the bid to The Shelly Company, 1700 Fostoria Avenue, Suite 200, P.O. Box 3100, Findlay, Ohio 45840, in the amount of one million, nine hundred nineteen thousand, seventy-four dollars, and fifty cents (\$1,919,074.50) and enter into a contract for the same.

In accordance with ORC 9.24, we have checked the Auditor of State's Unresolved Findings for Recovery Database and the federal system for awards management. The Shelly Company was not listed and we have retained the certified search confirmation page in the project file.

Respectfully submitted,



Scott C. Coleman, P.E., P.S.
Logan County Engineer

SCC/sj

APPROVED BY THE BOARD OF
LOGAN COUNTY COMMISSIONERS

MOTION JA
2ND ST
PER RESOLUTION# 89-25
DATED 4/8/25

General Info

Total:

\$1,919,074.50

Number	Description
2025 Logan County Road Resurfacing	Logan County Engineer's 2025 Local Funded Resurfacing Program. Bid Request is for resurfacing various county roads throughout Logan County.
Deadline	
04/01/2025 10:30 AM EDT	Allows zero unit prices and labor
Vendor	Yes
Shelly Company - Northwest	Allows negative unit prices and labor
Submitted	Yes
03/31/2025 03:43 PM EDT	
Signed by	
Timothy Oberst	
Opened	
04/01/2025 10:31 AM EDT	
By mkerns@lceo.us	

ATTACHMENT LIST

- 2025 County Sales Tax NTB.pdf (189 KB)
- 2025 County ST Notes and Instructions.pdf (338 KB)
- PW Rates Paving 03-04-25.pdf (921 KB)
- 2025 County ST Paving Details #1.pdf (203 KB)
- 2025 County ST Paving Addendum #1.pdf (73.8 KB)

ADDENDUM

Addendum Acknowledgement: (Click "+" to add additional fields) (Type "N/A" if not applicable)

Addendum Number: *

1

Addendum Date: *

3/25/25

AFFIDAVIT - CAMPAIGN CONTRIBUTIONS

Ohio Revised Code Section 3517.13(I) requires that no agency or department of this state or any political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785 of the ORC, estate, or trust if the individual has made or the individual's spouse has made, or any partner, shareholder, administrator, executor, or trustee or the spouse of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee. Furthermore, Ohio Revised Code Section 3517.13(J) requires that no agency or department of this state or any political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the ORC, if an owner of more than twenty per cent of the corporation or business trust or the spouse of that person has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee. Execution of this proposal on the signature portion thereof shall constitute also signature of this Campaign Contributions Affidavit.

AFFIDAVIT - NON-COLLUSION

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq: and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit.

PERSONAL PROPERTY TAX

ONE OF THE FOUR FOLLOWING COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT TABS MUST BE COMPLETED.

COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT - SOLE PROPRIETORSHIP

Optional: Vendor is not required to complete.

STATE OF OHIO:

: ss:

LOGAN COUNTY :

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Logan County, Ohio, and that:

No bid

The business address of the bidder is: *

No bid

Telephone: *

No bid

The undersigned further says that the bidder at the time of submitting his or its bid: *

No bid

Delinquent Property Taxes As Follows (click "+" to create additional entries. Type "N/A" for the year and fill in zero dollars for each remaining field if this section does not apply):

YEAR: *

No bid

AMOUNT: *

No bid

PENALTY: *

No bid

INTEREST: *

No bid

Signature: *

No bid

Title: *

No bid

COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT - SOLE PROPRIETORSHIP DBA

Optional: Vendor is not required to complete.

STATE OF OHIO:

: ss:

LOGAN COUNTY :

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Logan County, Ohio, and that:

No bid

of: *

No bid

The business address of the bidder is: *

No bid

Telephone: *

No bid

The undersigned further says that the bidder at the time of submitting his or its bid: *

No bid

Delinquent Property Taxes As Follows (click "+" to create additional entries. Type "N/A" for the year and fill in zero dollars for each remaining field if this section does not apply):

YEAR: *	AMOUNT: *	PENALTY: *	INTEREST: *
No bid	No bid	No bid	No bid

Signature: *

No bid

Title: *

No bid

COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT - PARTNERSHIP

Optional: Vendor is not required to complete.

STATE OF OHIO:

: ss:

LOGAN COUNTY :

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Logan County, Ohio, and that:

No bid

known as: *

No bid

The business address of the bidder is: *

No bid

Telephone: *

No bid

The undersigned further says that the bidder at the time of submitting his or its bid: *

No bid

Delinquent Property Taxes As Follows (click "+" to create additional entries. Type "N/A" for the year and fill in zero dollars for each remaining field if this section does not apply):

YEAR: *

No bid

AMOUNT: *

No bid

PENALTY: *

No bid

INTEREST: *

No bid

Signature: *

No bid

Title: *

No bid

COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT - CORPORATION

Optional: Vendor is not required to complete.

STATE OF OHIO:

: ss:

LOGAN COUNTY :

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Logan County, Ohio, and that:

☒ He is a duly authorized officer of the corporation

*

named: *

T. A. Oberst

The business address of the bidder is: *

1700 Fostoria Ave., Suite 200, P.O. Box 3100, Findlay, OH 45840

Telephone: *

(419) 422-8854 x8

The undersigned further says that the bidder at the time of submitting his or its bid: *

Was not charged with any delinquent personal taxes in Logan County, Ohio.

Delinquent Property Taxes As Follows (click "+" to create additional entries. Type "N/A" for the year and fill in zero dollars for each remaining field if this section does not apply):

YEAR: *	AMOUNT: *	PENALTY: *	INTEREST: *
N/A	\$.00	\$.00	\$.00

Signature: *

T. A. Oberst

Title: *

Vice President

BIDDER INFORMATION

Company *

The Shelly Company

Submitted by *

T. A. Oberst

Street, Post Office, City, State and Zip: *

1700 Fostoria Ave., Suite 200, P.O. Box 3100, Findlay, OH 45840

E-Mail *

findlayestimatorsshelly@shellyco.com

Telephone *

(419) 422-8854 x8

Federal Tax ID# *

31-1279704

County Road 31

\$701,012.00

Item Code	Description	Quantity	Units	Unit Price	Extension
10	Tack	2,692	Gal.	\$2.50	\$6,730.00
20	402 LVT PG 58-28	175	Tons	\$108.00	\$18,900.00
30	404 LVT PG 58-28	5,643	Tons	\$109.00	\$615,087.00
40	Mill Butt Joint	11	Ea.	\$475.00	\$5,225.00
50	Milling	2,506	Sq.Yds.	\$2.50	\$6,265.00
60	617 Berm, Type A	1,135	Tons	\$43.00	\$48,805.00
					Total: \$701,012.00

County Road 112

\$98,118.00

Item Code	Description	Quantity	Units	Unit Price	Extension
70	Tack	394	Gal.	\$2.50	\$985.00
80	404 LVT PG 58-28	825	Tons	\$105.00	\$86,625.00
90	Mill Butt Joint	2	Ea.	\$475.00	\$950.00
100	617 Berm, Type A	177	Tons	\$54.00	\$9,558.00
					Total: \$98,118.00

County Road 259

\$23,117.00

Item Code	Description	Quantity	Units	Unit Price	Extension
110	Tack	82	Gal.	\$2.50	\$205.00
120	404 LVT PG 58-28	172	Tons	\$111.00	\$19,092.00
130	Mill Butt Joint	2	Ea.	\$475.00	\$950.00
140	617 Berm, Type A	35	Tons	\$82.00	\$2,870.00
					Total: \$23,117.00

County Road 23

\$386,238.00

Item Code	Description	Quantity	Units	Unit Price	Extension
150	Tack	1,482	Gal.	\$2.50	\$3,705.00
160	404 LVT PG 58-28	3,104	Tons	\$112.00	\$347,648.00
170	Mill Butt Joint	10	Ea.	\$475.00	\$4,750.00
180	617 Berm, Type A	735	Tons	\$41.00	\$30,135.00
					Total: \$386,238.00

County Road 11

\$411,093.00

Item Code	Description	Quantity	Units	Unit Price	Extension
190	Tack	1,696	Gal.	\$2.50	\$4,240.00
200	404 LVT PG 58-28	3,553	Tons	\$106.00	\$376,618.00
210	Mill Butt Joint	7	Ea.	\$475.00	\$3,325.00
220	617 Berm, Type A	690	Tons.	\$39.00	\$26,910.00
					Total: \$411,093.00

County Road 142

\$81,426.50

Item Code	Description	Quantity	Units	Unit Price	Extension
230	Tack	173	gal	\$2.50	\$432.50
240	404 LVT PG 58-28	598	Tons	\$118.00	\$70,564.00
250	Mill Butt Joint	2	Ea.	\$475.00	\$950.00
260	617 Berm, Type A	79	Tons	\$120.00	\$9,480.00
					Total: \$81,426.50

County Road 50

\$66,270.00

Item Code	Description	Quantity	Units	Unit Price	Extension
270	Tack	256	Gal.	\$2.50	\$640.00
280	404 LVT PG 58-28	536	Tons	\$110.00	\$58,960.00
290	Mill Butt Joint	2	Ea.	\$475.00	\$950.00
300	617 Berm, Type A	104	Tons	\$55.00	\$5,720.00
					Total: \$66,270.00

Temporary Pavement Marking

\$3,200.00

Item Code	Description	Quantity	Units	Unit Price	Extension
330	TPM	16	Mi.	\$200.00	\$3,200.00
					Total: \$3,200.00

Spec. #1 CR 142 Pavement Repairs

\$140,000.00

Item Code	Description	Quantity	Units	Unit Price	Extension
310	Pavement Repair	1	LS.	\$140,000.00	\$140,000.00
					Total: \$140,000.00

Spec. # 2 CR 142 Longitudinal Joint

\$8,600.00

Item Code	Description	Quantity	Units	Unit Price	Extension
320	Mill Longitudinal Joint	4,300	LS.	\$2.00	\$8,600.00
					Total: \$8,600.00

REQUIRED DOCUMENTS LIST

Name	Omission Terms	Submitted File
Paper Bid Bond, Certified Check, Cashier's Check Please upload a copy of your paper bid bond here.	I have electronically verified my bid bond in the "Bid Bond" section above.	955004 Combo Bond-SIGNED.pdf
Certificate of Compliance with Affirmative Action Program Issued by the State EEO Coordinator dated prior to the date fixed for the opening of bid	I will furnish prior to contract award	COC - Shelly Company exp 4.3.25.pdf
Ohio workers' compensation certificate of coverage Submitted prior to contract execution	I will furnish prior to contract award	BWC Certificate 2024-2025.pdf
3 Required Documents		

BID GUARANTY

As specified in the Ohio Revised Code 153.54, a bidder must submit a bid guaranty in the form of either:

- (1) a paper contract bond for the full amount (100%) of the bid, or
- (2) a certified check, cashier's check, or letter of credit in the amount of 10% of the bid.
- (3) an electronic bid bond for 10% of the bid.

Bond Percentage

10.00%

Guarantee Method *

Paper Bid Bond, Certified
Check, Cashier's Check,
Letter of Credit, or Paper
Contract Bond

☒ I understand that original, wet-ink bid guaranty documents will be received "within three days post bid deadline."

*

Paper Bid Bond, Certified Check, Cashier's Check, Letter of Credit, or Paper Contract Bond

Confirmation *

I have provided a Contract Bond for 100.00% of the bid total amount and have uploaded a copy in the Required Documents List at the bottom of this solicitation.

BIDDERS CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree to all the required contract provisions and documents outlined within the final plans, wage rates, utility notes, proposal notes, and bidders notices each furnished in their entirety within the attachment list above.

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby agrees to furnish all labor, materials, and equipment for the (project listed in the general info section) and perform all work incident thereto in accordance with the plans and specifications thereof and subject to the satisfaction and acceptance by the County Engineer at the unit prices provided on the proceeding pages.

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby agrees to enter into a contract within ten (10) days; to complete the said improvement and will furnish the required bond for the payment of all bills for damages, labor, and material arising from the construction of said improvement.

Signature of Authorized Officer: *

T. A. Oberst

Date: __/__/__ *

4/1/25

Title: *

Vice President

**BID GUARANTY AND
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned The Shelly Company

1700 Fostoria Ave., Ste. 200, Findlay, OH 45840

(Name and Address)

as Principal and Liberty Mutual Insurance Company

(Name of Surety)

175 Berkeley Street, Boston, MA 02116

as Surety,

are hereby held and firmly bound unto the Board of Logan County Commissioners

as Obligor in the penal sum of the dollar amount

of the bid submitted by the Principal to the Obligor on 4/1/25 to undertake the project known as:

2025 Logan County Road Resurfacing

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligor, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligor, which are accepted by the Obligor. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligor accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligor the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligor may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligor does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligor the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligor accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim; as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 18th day of March 2005

PRINCIPAL:

THE SHEELY COMPANY

BY:

TITLE: T.A. Oberst, Vice President

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

BY:

JANINE A. KAPPEN

Attorney in Fact



SURETY COMPANY ADDRESS:

175 BERKELEY STREET

Street

BOSTON, MA 02116

City

State

Zip

513-984-2840

Telephone

SURETY AGENT'S ADDRESS:

MARSH USA RISK & INSURANCE SERVICES

Agency Name

15 W. SOUTH TEMPLE, STE. 700

Street

SALT LAKE CITY, UT 84101

City

State

Zip

801-533-3624

Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Janine A. Kappen

all of the city of Rochester, state of New York each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2025



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits\$1,850,245,073.00	Unearned Premiums \$10,298,963,305.00
*Bonds – U.S Government.....\$3,859,565,383.00	Reserve for Claims and Claims Expense \$28,848,537,243.00
*Other Bonds\$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks\$19,937,271,802.00	Reserve for Dividends to Policyholders..... \$1,310,198.00
Real Estate\$122,228,711.00	Additional Statutory Reserve \$296,126,000.00
Agents' Balances or Uncollected Premiums...\$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities \$7,622,413,466.63
Accrued Interest and Rents.....\$186,906,667.00	Total..... \$47,428,064,363.63
Other Admitted Assets.....\$15,677,869,683.63	Special Surplus Funds \$209,508,757.00
Total Admitted Assets\$70,891,553,519.63	Capital Stock\$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders..... \$23,463,489,156.00
	Total Liabilities and Surplus \$70,891,553,519.63

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/15/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

LIBERTY MUTUAL INSURANCE COMPANY

of Massachusetts is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew-Stated Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$69,850,735,943, liabilities in the amount of \$47,860,270,390, and surplus of at least \$21,990,465,553.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





October 3, 2024

Sarah Wilkins,
Construction Acct Mgr
Shelly Company
80 Park Drive
Thornville, OH 43076

SUBJECT: Certificate of Compliance Certification
Status: In Compliance
Effective Dates: October 3, 2024 - April 3, 2025

Dear Sarah Wilkins:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Shelly Company a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Shelly Company to maintain certification status, Shelly Company must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Shelly Company has agreed.

Sincerely,

A handwritten signature in dark ink, appearing to read "Monica L. Womack".

Monica L. Womack
Chief



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor John Logue, Administrator/CEO

**CERTIFICATE OF EMPLOYER'S
RIGHT TO PAY COMPENSATION DIRECTLY**

To be posted in employer's place or places of employment in compliance with Section 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies (without any alterations or changes) as required.

Policy Number and Employer Name 20004108 THE SHELLY HOLDING COMPANY 80 PARK DR THORNVILLE OH 43076-9397	Period Specified Below August 1, 2024 to August 1, 2025
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Sub(s):

20004108-026 APAC, INC.
20004108-028 FCG TRUCK SERVICE INC
20004108-020 MARBLE CLIFF LIMESTONE INC
20004108-019 SHELLY MATERIALS, INC
20004108-024 STONECO, INC
20004108-022 COLUMBUS LIMESTONE
20004108-002 THE SHELLY COMPANY
20004108-025 ALL OHIO READY-MIX TRANSPORTATION INC
20004108-027 OLDCASTLE MATERIALS CEMENT HOLDINGS INC

This certifies that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

John Logue
Administrator/CEO

BWC-7201

SI-1



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor John Logue, Administrator/CEO

FINDING OF FACTS

In matter of the renewal application of	THE SHELLY HOLDING COMPANY
20004108	
(hereinafter referred to as employer)	80 PARK DR
of	PO BOX 266
	THORNVILLE OH 43076-9397

The above employer, having filed its desire to continue the privilege of self-insurance pursuant to the Ohio Workers' Compensation Law and Section 35. Article II Constitution of Ohio, and such renewal application and its contents having been carefully examined by the Ohio Bureau of Workers' Compensation, the administrator hereby grants the privilege of self-insurance to above the employer from:

August 1, 2024 to August 1, 2025

or until further action of the Ohio Bureau of Workers' Compensation

Sincerely,

John Logue

All Bids				
Business	Opened at	Status	Bid Total	
Shelly Company - Northwest	2025-04-01 14:31:16 UTC	Responsive	\$1,919,074.50	
Fillmore Construction	2025-04-01 14:31:38 UTC	Responsive	\$1,952,693.00	