



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

**Joe M. Antram • Mark A. Robinson • Michael E. Yoder**

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. 128-23

The Logan County Board of Commissioners met in regular open session on this date of June 13, 2023 with the full board present.

Mr. Mark Robinson moved that the following resolution be adopted:

**RE: AWARD 2023 OPWC VILLAGE PAVING PROJECT-ENGINEER**

WHEREAS, bids were received on May 16, 2023 for the 2023 OPWC Village Paving Project, and,

WHEREAS, one bid was received from the Shelly Company in the amount of \$1,058,509.25, and,

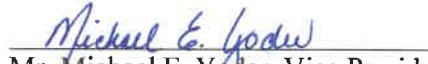
WHEREAS, the bid has been reviewed by the Logan County Engineer and a recommendation has been made to accept the bid of the Shelley Company and enter into a contract for the same.

THEREFORE, BE IT HEREBY RESOLVED, by the Logan County Board of Commissioners to accept the bid of The Shelly Company in the amount of \$1,058,509.25 and enter into a contract for the same.

Mr. Michael E. Yoder seconded the motion.

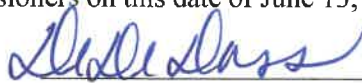
Roll call resulted as follows:

  
Mr. Joe Antram, President yes

  
Mr. Michael E. Yoder, Vice President yes

  
Mr. Mark Robinson, Member yes

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 June 13, 2023.

  
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

Received

JUN 12 2023

Logan County  
Commissioners

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

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

June 07, 2023

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

APPROVED BY THE BOARD OF

\_\_\_\_\_ S

MR  
my

128-23

DATE 6/13/23

**Re: 2023 OPWC Village Paving Project**  
**Tuesday May 16, 2023 at 10:00 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 and only bid of The Shelly Company appears to be responsive meeting all specifications. The bid tab is as follows.

		Amount	Method of Payment
The Shelly Company	Responsive Bid	\$ 1,058,509.25	Village Local Funds, OPWC, and Sales Tax

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, fifty-eight thousand, five hundred nine dollars and twenty-five cents (\$1,058,509.25) 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/wtb

## General Info

### Total:

\$1,058,509.25

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#### Number

2023 - OPWC  
Resurfacing Villages of  
Logan County, Ohio

#### Description

Logan County Engineer is administrating the combined Village OPWC and locally funded resurfacing program for 2023. The bid request is for resurfacing various Village streets throughout Logan County, Ohio.

#### Deadline

05/16/2023 10:00 AM  
EDT

Project Estimate: \$1,064,843

**Allows zero unit prices and labor**

#### Vendor

Shelly Company -  
Northwest

Yes

**Allows negative unit prices and labor**

Yes

#### Submitted

05/15/2023 03:37 PM  
EDT

#### Signed by

Timothy Oberst

#### Opened

05/16/2023 10:04 AM  
EDT By  
tbumgardner@lceo.us

## ATTACHMENT LIST

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2023 OPWC Village's of Logan County Resurfacing NTB.pdf (188 KB)

2023 OPWC Village's of Logan County Resurfacing Instructions General Conditions and Notes.pdf (402 KB)

2023 OPWC Village's of Logan County Resurfacing Project Detail and Estimate.pdf (360 KB)

PW Rates - 04.26.23.pdf (509 KB)

Addendum 1 - 2023 OPWC Village's of Logan County Resurfacing.pdf (60.1 KB)

## ADDENDUM

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

**Addendum Number: \***

1

**Addendum Date: \***

5/3/23

## **AFFIDAVIT - CAMPAIGN CONTRIBUTIONS**

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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**

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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

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ONE OF THE FOUR FOLLOWING COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT TABS MUST BE COMPLETED. INDICATE IN THE SPACE BELOW WHICH TAB WAS 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" if this section does not apply):**

<b>YEAR: *</b>	<b>AMOUNT: *</b>	<b>PENALTY: *</b>	<b>INTEREST: *</b>
No bid	No bid	No bid	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" if this section does not apply):**

<b>YEAR: *</b>	<b>AMOUNT: *</b>	<b>PENALTY: *</b>	<b>INTEREST: *</b>
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" if this section does not apply):**

<b>YEAR: *</b>	<b>AMOUNT: *</b>	<b>PENALTY: *</b>	<b>INTEREST: *</b>
No bid	No bid	No bid	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, Findlay, Ohio 45840

**Telephone: \***

(419) 429-3420

**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" if this section does not apply):**

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

**Signature: \***

T. A. Oberst

**Title: \***

Vice President

## BIDDER INFORMATION

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**Company \***

Shelly Company - Northwest

**Submitted by \***

Timothy Oberst

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

1700 Fostoria Ave, Findlay, OH 45840-6240

**E-Mail \***

toberst@shellyco.com

**Telephone \***

(419) 422-8854 x3401

**Federal Tax ID# \***

31-1279704

# Village of Belle Center

\$121,546.50

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Item Code	Description	Quantity	Units	Unit Price	Extension
10.0	Tack	763	gal	\$2.50	\$1,907.50
20.0	404 LVT PG 58-28 (as per plan)	847	ton	\$115.00	\$97,405.00
30.0	Milling (1.5 inches)	10,167	sq yd	\$2.00	\$20,334.00
40.0	Mill Butt Joint	4	ea	\$475.00	\$1,900.00
					<b>Total: \$121,546.50</b>

# Village of Degraff

\$144,609.35

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Item Code	Description	Quantity	Units	Unit Price	Extension
50.0	Tack	728	gal	\$2.50	\$1,820.00
60.0	404 LVT PG 58-28 (as per plan)	805	ton	\$141.00	\$113,505.00
70.0	Milling (1.5 inches)	5,033	sq yd	\$2.75	\$13,840.75
80.0	Mill Butt Joint	8	ea	\$475.00	\$3,800.00
90.0	Rejuvenating Sealer	9,703	sq yd	\$1.20	\$11,643.60
					<b>Total: \$144,609.35</b>

Village of Huntsville

\$90,220.00

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Item Code	Description	Quantity	Units	Unit Price	Extension
100.0	Tack	664	gal	\$2.50	\$1,660.00
110.0	404 LVT PG 58-28 (as per plan)	738	ton	\$120.00	\$88,560.00
					<b>Total: \$90,220.00</b>



# Village of Lakeview

\$173,657.50

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Item Code	Description	Quantity	Units	Unit Price	Extension
120.0	Tack	828	gal	\$2.50	\$2,070.00
130.0	404 LVT PG 58-28 (as per plan)	920	ton	\$140.00	\$128,800.00
140.0	Milling (1.5 inches)	5,562	sq yd	\$2.75	\$15,295.50
150.0	Mill Butt Joint	30	ea	\$475.00	\$14,250.00
160.0	Rejuvenating Sealer	11,035	sq yd	\$1.20	\$13,242.00
					<b>Total: \$173,657.50</b>

# Village of Quincy

\$69,862.50

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Item Code	Description	Quantity	Units	Unit Price	Extension
170.0	Tack	405	gal	\$2.50	\$1,012.50
180.0	404 LVT PG 58-28 (as per plan)	450	ton	\$134.00	\$60,300.00
190.0	Mill Butt Joint	18	ea	\$475.00	\$8,550.00
					<b>Total: \$69,862.50</b>

Village of Rushsylvania

\$20,555.00

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Item Code	Description	Quantity	Units	Unit Price	Extension
200.0	Tack	106	gal	\$2.50	\$265.00
210.0	404 LVT PG 58-28 (as per plan)	118	ton	\$155.00	\$18,290.00
220.0	Mill Butt Joint	4	ea	\$500.00	\$2,000.00
					<b>Total: \$20,555.00</b>

Village of Russells Point

\$88,581.40

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Item Code	Description	Quantity	Units	Unit Price	Extension
230.0	Tack	380	gal	\$2.50	\$950.00
240.0	404 LVT PG 58-28 (as per plan)	546	ton	\$145.00	\$79,170.00
250.0	Mill Butt Joint	5	ea	\$475.00	\$2,375.00
260.0	Rejuvenating Sealer	5,072	sq yd	\$1.20	\$6,086.40
					<b>Total: \$88,581.40</b>

# Village of West Liberty

\$82,483.50

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Item Code	Description	Quantity	Units	Unit Price	Extension
270.0	Tack	415	gal	\$2.50	\$1,037.50
280.0	404 LVT PG 58-28 (as per plan)	461	ton	\$142.00	\$65,462.00
290.0	Milling (1.5 inches)	4,378	sq yd	\$3.00	\$13,134.00
300.0	Mill Butt Joint	6	ea	\$475.00	\$2,850.00
					<b>Total: \$82,483.50</b>

**Village of West Mansfield**

\$110,171.00

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<b>Item Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
310.0	Tack	718	gal	\$2.50	\$1,795.00
320.0	404 LVT PG 58-28 (as per plan)	797	ton	\$133.00	\$106,001.00
330.0	Mill Butt Joint	5	ea	\$475.00	\$2,375.00
					<b>Total: \$110,171.00</b>

# Village of Valley High

\$88,835.50

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Item Code	Description	Quantity	Units	Unit Price	Extension
340.0	Tack	479	gal	\$2.50	\$1,197.50
350.0	404 LVT PG 58-28 (as per plan)	533	ton	\$136.00	\$72,488.00
360.0	Mill Butt Joint	6	ea	\$475.00	\$2,850.00
370.0	Berm	123	ea	\$100.00	\$12,300.00
					<b>Total: \$88,835.50</b>

# Village of Zanesfield

\$67,987.00

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Item Code	Description	Quantity	Units	Unit Price	Extension
380.0	Tack	377	gal	\$2.50	\$942.50
390.0	404 LVT PG 58-28 (as per plan)	419	ton	\$133.00	\$55,727.00
400.0	Milling (1.5 inches)	5,030	sq yd	\$2.25	\$11,317.50
					<b>Total: \$67,987.00</b>



## REQUIRED DOCUMENTS LIST

Name	Omission Terms	Submitted File
<p>Paper Bid Bond, Certified Check, Cashier's Check Please upload a copy of your paper bid bond here.</p>	<p>I have electronically verified my bid bond in the "Bid Bond" section above.</p>	<p>935009 combo bond SIGNED.pdf</p>
<p>Certificate of Compliance with Affirmative Action Program Issued by the State EEO Coordinator dated prior to the date fixed for the opening of bid</p>	<p>I will furnish prior to contract award</p>	<p>EEO COC and ODOT prequal.pdf</p>
<p>Ohio workers' compensation certificate of coverage Submitted prior to contract execution</p>	<p>I will furnish prior to contract award</p>	<p>Ohio BWC Certificate (Shelly Company) 2022-2023.pdf</p>
<p><b>3 Required Documents</b></p>		

## BID GUARANTY

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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:

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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: \_\_/\_\_/\_\_ \***

3/16/23

**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 Commissioners, Logan County, Ohio

as Obligee in the penal sum of the dollar amount

of the bid submitted by the Principal to the Obligee on 5/16/23 to undertake the project known as;

2023 Village OWPC Resurfacing

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. 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 Obligee 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 Obligee 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 Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee 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 Obligee 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 2nd day of May, 2003

PRINCIPAL:

THE SHELLY COMPANY

BY: [Signature]

TITLE: T.A. Oberst, Vice President

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

[Signature]

BY: [Signature]

TINA DAVIS

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: 8205195-965019

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, Linda Lee Nipper, Lisa Hall, Tina Davis

all of the city of Salt Lake City state of UT 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 5th day of April, 2021.



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

By: David M. Carey, 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.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of April, 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 1128044
Member, Pennsylvania Association of Notaries

By: 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 2nd day of May, 2023.



By: Renee C. Llewellyn, 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 03/14/2023

Effective 04/02/2023

Expires 04/01/2024

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	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

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.

Handwritten signature of Judith L. French in black ink.

Judith French, Director





LIBERTY MUTUAL INSURANCE COMPANY  
**Financial Statement – December 31, 2022**

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits .....	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds .....	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks .....	19,372,953,698	Reserve for Dividends to Policyholders .....	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve.....	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	166,740,412	Other Liabilities.....	9,206,000,954
Other Admitted Assets .....	15,968,062,977	<b>Total.....</b>	<b>\$47,860,270,390</b>
<b>Total Admitted Assets .....</b>	<b><u>\$69,850,735,943</u></b>	Special Surplus Funds .....	\$195,696,103
		Capital Stock .....	10,000,075
		Paid in Surplus .....	13,324,803,036
		Unassigned Surplus .....	8,459,966,339
		<b>Surplus to Policyholders .....</b>	<b>21,990,465,553</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$69,850,735,943</u></b>



\* 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 state of 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, 2022, 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 2023.

*T. Mikolajewski*

Assistant Secretary





Department of  
Development

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

March 29, 2023

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

SUBJECT: Certificate of Compliance Certification  
Status: In Compliance  
**Effective Dates:** March 29, 2023 - September 29, 2023

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,

Monica L. Womack  
Chief

Application Name: APP-06650  
Certification Date: 7/1/2022  
Expiration Date: 5/31/2023  
Prequalification Amount: \$2,583,980,000.00  
Status: Approved



### Work Type Applications

Create Work Type Application

Work Type	Number of Projects	Status
1. Clearing and Grubbing	0	Approved
2. Building Removal	0	Approved
4. Roadway Excavation and Embankment Construction	0	Approved
5. Major Roadway Excavation	0	Approved
6. Incidental Grading	0	Approved
7. Soil Stabilization	0	Approved
8. Temporary Soil Erosion & Sediment Control	0	Approved
9. Aggregate Bases	0	Approved
10. Flexible Paving	0	Approved
11. Apply Bituminous Treatments	0	Approved
12. Rigid Paving	0	Approved
13. Pavement Planing, Milling, Scarification	0	Approved
14. Concrete Texturing	0	Approved
15. Sawing	0	Approved
16. Flexible Replacement	0	Approved
17. Rigid Pavement Replacement	0	Approved
18. Pavement Rubblizing, Breaking, Pulverizing	0	Approved
19. Structure Removal	0	Approved
20. Level 1 Bridge	0	Approved
21. Level 2 Bridge	0	Approved

23. Reinforcing Steel	0	Approved	▶
27. Expansion & Contraction Joints, Joint Sealers, Bearing Devices	0	Approved	▶
28. Caissons/Drilled Shafts	0	Approved	▶
29. Structure Repairs	0	Approved	▶
30. Hydromolition	0	Approved	▶
34. Earth Retaining Structures	0	Approved	▶
35. Drainage (culvert, misc.)	0	Approved	▶
36. Guardrail/Attenuators	0	Approved	▶
37. Fence	0	Approved	▶
38. Miscellaneous Concrete	0	Approved	▶
39. Maintenance of Traffic	0	Approved	▶
40. Waterproofing	0	Approved	▶
41. Raised Pavement Markers	0	Approved	▶
42. Signing	0	Approved	▶
43. Highway Lighting	0	Approved	▶
44. Traffic Signals - Standard	0	Approved	▶
45. Pavement Markings	0	Approved	▶
46. Landscaping	0	Approved	▶
47. Mowing	0	Approved	▶
48. Trucking	0	Approved	▶
49. Herbicidal Spraying	0	Approved	▶
53. Piling	0	Approved	▶



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus OH 43215-2256

Governor **Mike DeWine**  
Administrator/CEO **Stephanie McCloud**

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
1-800-644-6292

07/27/2022  
Date Mailed

#BWNFVSQ

JOSH MAUK  
THE SHELLY HOLDING COMPANY  
80 PARK DR  
PO BOX 266  
THORNVILLE OH 43076-9397

RE: Policy number: 20004108

Dear Self-Insuring Employer,

Attached is the *Certificate of Coverage and Finding of Facts* authorizing your company to continue operations under sections of Ohio law covering self-insured risks.

Please provide a copy of the *Certificate of Coverage* to each of your Ohio locations, and post it for all employees to view.

Thank you for your cooperation.

Sincerely,

David E. Boyd  
Director, Self-Insured Department





## 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.

<p><b>Policy Number and Employer Name 20004108</b></p> <p>THE SHELLY HOLDING COMPANY 80 PARK DR THORNVILLE OH 43076-9397</p>	<p><b>Period Specified Below</b></p> <p>August 1, 2022 to August 1, 2023</p>
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**Sub(s):**

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

Stephanie McCloud  
Administrator/CEO



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## FINDING OF FACTS

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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, 2022 to August 1, 2023

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

---

Sincerely,

Stephanie McCloud

## DeDe Doss

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**From:** Todd Bumgardner <tbumgardner@lceo.us>  
**Sent:** Monday, June 12, 2023 1:04 PM  
**To:** DeDe Doss  
**Subject:** Village OPWC Award Packet  
**Attachments:** 2023 Village OPWC Award Letter.pdf; ALB complete bid 2023 OPWC Resurfacing Villages of Logan County.pdf

Attached is the award letter and the complete bid of the low bidder, The Shelly Company.

Let me know if you need anything else for the resolution.

Thanks,  
Todd

--

W. Todd Bumgardner  
Logan County Engineer's Office  
Administrative Coordinator  
1991 CR 13  
P.O. Box 427  
Bellefontaine, Ohio 43311  
937-592-2791 - Office  
937-599-2658 - Fax  
tbumgardner@lceo.us

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This email has been checked for viruses by Avast antivirus software.  
[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.avast.com&d=DwlCaQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=Vd7fgMdD4bW8U1tY3Ddko8\\_bWhIXG-63SbvwwekLqZ4&m=ehyYRXUGf41IZHu8afO-CcytW3lh28\\_biMb1I2m3k5k&s=8K7NBYv8ylw21\\_3DGjDBMgFbYBJDU2FZEqBjdGaKEI4&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.avast.com&d=DwlCaQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=Vd7fgMdD4bW8U1tY3Ddko8_bWhIXG-63SbvwwekLqZ4&m=ehyYRXUGf41IZHu8afO-CcytW3lh28_biMb1I2m3k5k&s=8K7NBYv8ylw21_3DGjDBMgFbYBJDU2FZEqBjdGaKEI4&e=)