



117 East Columbus Avenue
Suite 100 ♦ Bellefontaine, Oh 43311
commissioners@co.logan.oh.us
(office) 937-599-7283 ♦ (fax) 937-599-7268

Joe Antram ♦ Paul Benedetti ♦ Mark Robinson

Brian Dunn
Special Projects Coordinator

DeDe Doss
Clerk Administrator

Resolution No. 84-21

The Logan County Board of Commissioners met in regular open session on this date of March 23, 2021 with full board present.

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

RE: AWARD BID TO THE SHELLY COMPANY- 2021 COUNTY PAVING PROJECT

WHEREAS, bids were received on March 18, 2021 for the 2021 County Paving Project

WHEREAS, one bid was received from The Shelly Company in the amount of \$1,091,537.00, and


WHEREAS, the bid has been reviewed by the Logan County Engineer and a recommendation has been made to accept the bid of Ray Hensley, Inc. and enter into a contract of 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 \$1,091,537.00 and enter into a contract for the same.

Mr. Joe Antram seconded the motion.

Roll call resulted as follows:

 yes
Mr. Paul Benedetti, President

 yes
Mr. Mark Robinson, Vice President

 yes
Mr. Joseph M. Antram, 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 March 23, 2021.


De De Doss, Clerk/Administrator

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

March 18, 2021

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

Re: 2021 County Paving Project
Thursday, March 18, 2021 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 | \$ 1,091,537.00 | Auto & Gas 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 ninety-one thousand five hundred thirty-seven dollars and zero cents (\$1,091,537.00) 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

APPROVED BY THE BOARD OF
 LOGAN COUNTY COMMISSIONERS

MOTION MR
 2ND JA
 PER RESOLUTION# 84-21
 DATED 3/23/21

Submitted Bids

| Business | Opened at | Status | Bid Total | Submitted at | Signed by |
|-------------------------------|-------------------------|---------------|------------------|-------------------------|------------------|
| Shelly Company - Northwest | 2021-03-18 14:07:09 UTC | Responsive | \$1,091,537.00 | 2021-03-18 12:25:13 UTC | Timothy Oberst |

General Info

Total:

\$1,091,537.00

Number

2021 - Logan County, Ohio -
County Roadway Resurfacing

Deadline

03/18/2021 02:00 PM UTC

Vendor

Shelly Company - Northwest

Submitted

03/18/2021 12:25 PM UTC

Signed by

Timothy Oberst

Opened

03/18/2021 02:07 PM UTC By
tbumgardner@lceo.us

Description

Logan County Engineer's 2021 Local Funded Resurfacing Program. Bid Request is for resurfacing various county roads throughout Logan County.

Estimate: \$1,094,813.00

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

ATTACHMENT LIST

2021 Sales Tax Resurfacing NTB.pdf (188 KB)

2021 Sales Tax Resurfacing Instructions, Conditions, and General Notes.pdf (400 KB)

2021 Sales Tax Resurfacing Detail and Estimate.pdf (189 KB)

2021 Prevailing Wage Rates.pdf (366 KB)

2021 Sales Tax Resurfacing Addendum #1.pdf (60.9 KB)

ADDENDUM

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

Addendum Number: *

#1

Addendum Date: *

3/4/21

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.

AFFIDAVIT - PERSONAL PROPERTY TAX

PERSONAL PROPERTY TAX *

N/A

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):

| 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 - 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):

| 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" 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 - 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, Ste 200

Telephone: *

(419) 422-8854

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):

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

Signature: *

T.A. Oberst

Title: *

Vice President

BIDDER INFORMATION

Company *

The Shelly Company

Submitted by *

Timothy Oberst

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

1700 Fostoria Ave, Findlay, OH 45840

Telephone *

(419) 422-8854 x3401

Federal Tax ID# *

31-1279704

County Road 2

\$682,332.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|-----------|-----------------------|----------|-------|------------|----------------------------|
| 10 | Tack | 6,576 | gal | \$2.00 | \$13,152.00 |
| 20 | 404 LVT PG 58-28 | 7,344 | ton | \$87.00 | \$638,928.00 |
| 30 | Mill Butt Joint | 8 | ea | \$325.00 | \$2,600.00 |
| 40 | 617 Berm, Type A | 778 | ton | \$34.00 | \$26,452.00 |
| 50 | Temp Pavement Marking | 8 | mile | \$150.00 | \$1,200.00 |
| | | | | | Total: \$682,332.00 |

County Road 20

\$202,656.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|-----------|-----------------------|----------|-------|------------|----------------------------|
| 10 | Tack | 1,932 | gal | \$2.00 | \$3,864.00 |
| 20 | 404 LVT PG 58-28 | 2,157 | ton | \$87.00 | \$187,659.00 |
| 30 | Mill Butt Joint | 2 | ea | \$325.00 | \$650.00 |
| 40 | 617 Berm, Type A | 254 | ton | \$39.50 | \$10,033.00 |
| 50 | Temp Pavement Marking | 3 | mile | \$150.00 | \$450.00 |
| | | | | | Total: \$202,656.00 |

County Road 63

\$206,549.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|-----------|-----------------------|----------|-------|------------|----------------------------|
| 10 | Tack | 1,940 | gal | \$2.00 | \$3,880.00 |
| 20 | 404 LVT PG 58-28 | 2,167 | ton | \$89.00 | \$192,863.00 |
| 30 | Mill Butt Joint | 2 | ea | \$325.00 | \$650.00 |
| 40 | 617 Berm, Type A | 216 | ton | \$41.00 | \$8,856.00 |
| 50 | Temp Pavement Marking | 2 | mile | \$150.00 | \$300.00 |
| | | | | | Total: \$206,549.00 |

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. | 915004 Bid Guaranty and Contract Bond.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 | DAS Certificate of Compliance Approval - exp 5.21.2021 Shelly Company.pdf |
| Ohio workers' compensation certificate of coverage Submitted prior to contract execution | I will furnish prior to contract award | BWC Expires 2021 0801.pdf |
| 404 LVT PG 58-28 Mix Design Please upload mix design here | | Bid 915004 Logan Co. 2021 Various Co. Roads (Belle Center).pdf |
| 4 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 recieved "within 3-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: __/__/__ *

3/18/2021

Title: *

Vice President

BID GUARANTY AND CONTRACT BOND
(Section 153.571, Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned THE SHELLY COMPANY

P. O. BOX 3100, FINDLAY, OH 44840
(Name and Address)

as Principal and LIBERTY MUTUAL INSURANCE COMPANY

(licensed to do business in the State of Ohio) as Surety, are hereby held and firmly bound

unto Board of Logan County Commissioners

hereinafter called Oblige, in the penal sum of the dollar amount of the bid submitted by the

Principal to the Oblige on 18th day of March, 2021,

to undertake the project known as: 2021 County Roadway Resurfacing

Shelly Project Number 915004.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. 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 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 will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that whereas the above named Principal has submitted a bid on the above referred 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 for material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may be 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 (10%) 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 void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) 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 Obligee 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 therefore; 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 Obligee 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 therefore shall in any way 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, 2021.

PRINCIPAL: THE SHELLY COMPANY

SURETY COMPANY ADDRESS
(Bond Department)

BY: 

Liberty Mutual Insurance Company
Company Name

TITLE: Vice President

8044 Montgomery Rd., Ste. 150
Street

SURETY: _____

Cincinnati OHI 45236
City State Zip

Liberty Mutual Insurance Company

513-792-1873

Telephone

BY: 

Tina Davis, Attorney in Fact

801-533-3624

Telephone Number

SURETY AGENT'S ADDRESS

Marsh USA, Inc.

Agency Name

15 W. South Temple, Ste. 700

Street

Salt Lake City, UT 84101

City

State

Zip

801-533-3624

Telephone



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: 8197868

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, Lisa Hall, Linda Lee Nipper, Tina Davis, Lindsey Plattner

all of the city of San 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 31st day of October, 2018.



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 31st day of October, 2018 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
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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, 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 18th day of March, 2018.



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.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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
Jillian Froment - Director



Certificate of Compliance

Issued 03/20/2020
Effective 04/02/2020
Expires 04/01/2021

I, Jillian Froment, 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, 2019 that it has admitted assets in the amount of \$51,103,579,523, liabilities in the amount of \$34,292,195,090, and surplus of at least \$16,811,384,434.

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 Jillian Froment in cursive.

Jillian Froment, Director





LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2019

| Assets | | Liabilities | |
|---|--------------------------------|---|--------------------------------|
| Cash and Bank Deposits..... | \$778,754,989 | Unearned Premiums..... | \$8,007,146,482 |
| *Bonds — U.S Government..... | 2,780,808,610 | Reserve for Claims and Claims Expense..... | 21,532,853,787 |
| *Other Bonds..... | 12,645,608,792 | Funds Held Under Reinsurance Treaties..... | 507,868,920 |
| *Stocks..... | 16,385,435,431 | Reserve for Dividends to Policyholders..... | 1,143,826 |
| Real Estate..... | 235,608,378 | Additional Statutory Reserve..... | 125,722,000 |
| Agents' Balances or Uncollected Premiums..... | 6,217,983,641 | Reserve for Commissions, Taxes and | |
| Accrued Interest and Rents..... | 102,273,390 | Other Liabilities..... | 4,117,460,075 |
| Other Admitted Assets..... | 11,957,106,292 | Total..... | \$34,292,195,090 |
| | | Special Surplus Funds..... | \$32,768,443 |
| | | Capital Stock..... | 10,000,075 |
| | | Paid in Surplus..... | 10,044,978,933 |
| | | Unassigned Surplus..... | 6,723,636,983 |
| | | Surplus to Policyholders..... | 16,811,384,434 |
| Total Admitted Assets..... | <u>\$51,103,579,523</u> | Total Liabilities and Surplus..... | <u>\$51,103,579,524</u> |



* 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, 2019, 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 27th day of March, 2020.

T. Mikolajewski

Assistant Secretary



Department of
Administrative Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Darnschroder, Director

11/23/2020

Ty Nofziger
Shelly Company
80 Park Drive
Thornville, OH 43076

Subject: Certificate of Compliance Certification
Status: In Compliance
Effective Dates: 11/23/2020 through 05/21/2021

Dear Ty Nofziger:

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) 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 the Division to review affirmative action programs and plans of each company desiring to participate on 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, the Division 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 and guidelines, and meet those contractual obligations for which Shelly Company has agreed.

Sincerely,

Eric M. Seabrook
Deputy Director
State EEO Coordinator



**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 PO BOX 266 THORNVILLE, OH 43076-0266 | Period Specified Below August 1, 2020 to August 1, 2021 |
|---|--|

Sub(s):

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

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