



PROPOSAL FOR PROGRESSIVE DESIGN BUILD

JEF SR7 25.67

Mine Subsidence Restoration

PID 110873 Project (24)3002

April 12, 2024

OFFEROR:



IN COLLABORATION WITH:



menARD

ADMINISTRATIVE PROPOSAL FORMS

FORM A: PROPOSAL LETTER

OFFEROR: Howard Concrete Pumping Co., Inc.

Proposal Date: April 12, 2024

Ohio Department of Transportation 1980 W. Broad Street
Columbus, Ohio 43223
Attn: Chase Wells, Alternative Project Delivery

The undersigned (“**Offeror**”) submits this proposal (this “**Proposal**”) in response to that certain Request for Proposals (**RFP**) issued by the Ohio Department of Transportation (the Department), dated March 1, 2024, as amended, to develop, design, and potentially construct the JEF-7-25.67 Mine Reclamation (the Project), as more specifically described in the RFP Documents. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

In consideration for the Department supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertakes:

In submitting this Proposal, the Offeror understands and agrees that, if selected as the best value Offeror by the Department, the Department and Offeror will enter into limited, good faith negotiations, as described in Section 8.1.1 (Limited, Good Faith Negotiations) of the ITO within the parameters set forth in 23 CFR 636.513 with respect to (i) scope, schedule and any other information provided by the best value Offeror in its Proposal, and (ii) pricing compensation structure and allocation of risk as contemplated and as set forth in the PDBC. The Offeror understands and agrees that any such resulting modifications of the PDBC following such limited good faith negotiations shall be mutually acceptable to the Department and the Offeror prior to execution of the PDBC by the Offeror and the Department.

If selected by the Department as the best value Offeror, Offeror agrees to do the following or, if not the Contractor, to cause the Contractor to do the following: (a) agree to attend and actively participate in limited, good faith negotiations and meetings with the Department in an effort to agree upon and execute the PDBC, as such PDBC may be modified within the parameters set forth in Section 8.1.1 (Limited, Good Faith Negotiations) of the ITO and mutually agreed upon by the Department and Offeror; (b) satisfy all other conditions to award of the PDBC that do not expressly conflict with this Proposal Letter; and (c) perform its obligations as set forth in the Instructions to Offerors (ITO), as amended, that do not expressly conflict with this Proposal Letter, including compliance with all commitments contained in this Proposal.

The following individual is designated as the Offeror Point of Contact in accordance with Section 4.2 (Authorized Representatives and Offeror Registration):

Arik C. Way

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Administrative Proposal;
- Technical Proposal; and
- Financial Proposal.

Offeror acknowledges receipt of the following Addenda and sets of questions and responses:

Addendum-1 issued April 5, 2024

Responses issued: Questions 1 and 2 submitted on 3/27/24, question 3 submitted on 4/2/24, question 4 submitted on 4/3/24, questions 5 and 6 submitted on 4/4/24, and questions 7 through 10 submitted on 4/5/24.

Subject to good faith negotiations referenced in Section 8.1.1 (Limited, Good Faith Negotiations) of the ITO, this Letter and the potential modifications of certain terms and conditions of the PDBC within the parameters described therein and Section 8.1.1 of the ITO, Offeror certifies that its Proposal is submitted without reservation, qualification, assumptions, or conditions except as otherwise expressly stated in this Proposal.

Offeror acknowledges the requirements of Section 3.4 (OJT Requirements) and hereby certifies that it will meet such requirements.

Offeror represents that all statements made in the Proposal are true, correct, and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms.

Offeror understands that the Department is not bound to accept any Proposal that the Department may receive.

Offeror further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Offeror.

Offeror consents to the Department's disclosure of its Proposal pursuant the applicable provisions of law to any Persons in the Department's sole discretion after award of the PDBC by the Department. Offeror acknowledges and agrees to the disclosure terms described in ITO Section 4.6 (Improper Conduct and Non-Collusion). Offeror expressly waives any right to contest such disclosures as may exist under applicable law.

Offeror agrees that the Department will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Proposal.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Ohio.

With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Offeror is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate and authorized officer of the corporation. If the Offeror is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate and authorized officer of each general partner. If the Offeror is a limited liability company, such evidence shall be in the form of a limited liability company resolution and, if

required by its operating agreement, a manager/managing member(s) resolution providing such authorization, certified by an appropriate and authorized officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Offeror is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate and authorized officer of such joint venture member. If the Offeror is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.

Offeror's business address:
2327 Hill Church Houston Road

(No.)	(Street)		(Floor or Suite)
Canonsburg, PA		15317	USA
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization:

Pennsylvania

Howard Concrete Pumping Co., Inc.

By: *Frank M. Howard III*

Print Name: Frank M. Howard, III

Title: Secretary/Treasurer

**ACTION BY WRITTEN CONSENT OF THE SHAREHOLDERS AND SOLE
DIRECTOR OF HOWARD CONCRETE PUMPING CO., INC.**

The undersigned, being all of the shareholders and the sole director of Howard Concrete Pumping Co., Inc. (the "Corporation"), a Pennsylvania corporation, do hereby waive notice of meeting and consent in writing to the adoption of and do hereby adopt the following resolutions as though adopted at duly noticed and called meeting of the shareholders and sole director of the Corporation held as of the 2nd day of January, 2024.

ELECTION OF DIRECTORS

RESOLVED, that the following individual be, and he hereby is, elected to serve as the sole director until the next annual meeting of the Corporation and a successor is duly elected and qualified, or until such director resigns or is otherwise removed as a director.

Frank M. Howard, Jr.

ELECTION OF OFFICERS

RESOLVED, that the following individuals be, and they hereby are, elected to serve in the offices indicated, until the next annual meeting of the Corporation and a successor is duly elected and qualified, or until such officer resigns or is otherwise removed from office.

Frank M. Howard, Jr.: President

Frank M. Howard, III: Secretary & Treasurer

GENERAL AUTHORIZATION

WHEREAS, the Corporation desires to authorize its elected officers to effectuate all of the foregoing resolutions; it is hereby:

RESOLVED, that any one or more elected officers of this Corporation are hereby authorized and directed by an on behalf of this Corporation and in its name to execute and deliver all such documents and take all such action as they may deem necessary or appropriate in order to carry out and accomplish all of the purposes of these resolutions.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

WHEREAS, the Corporation desires to appoint an Equal Employment Opportunity Officer to serve until the next annual meeting of the Corporation and a successor is duly

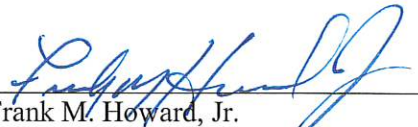
appointed, or until such Equal Employment Opportunity Officer resigns or is otherwise removed from this appointed Office.

RESOLVED, that Pamela Carlini is appointed to be the Equal Employment Opportunity Officer. The responsibilities of the Equal Employment Opportunity Officer include: develop EEO Policy statements, Affirmative Action Programs, internal and external communication techniques and monitoring systems; identify problem areas; assist management in arriving at solutions to problems; design and implement documentation systems; determine whether the participation goals and objectives have been obtained; serve as liaison between the Corporation and enforcement agencies; serve as liaison between the Corporation and private and public employment services for recruiting of minorities and women, as well as minority organizations, women's organizations and community action groups concerning the employment opportunity of minorities and women; conduct annual discussions with supervisors and employees to insure implementation of the program; ensure that all Corporation locations and job-sites are in compliance, including: posters properly displayed and Corporation activities and facilities are non-segregated; and evaluate supervisors annually on the basis of their equal employment opportunity efforts and ensure that they are aware of their responsibility to prevent harassment.

FURTHER RESOLVED, that the Secretary of this Corporation will notify the Equal Employment Opportunity Officer of the appointment with a letter.

The Secretary of this Corporation is hereby directed to file this written consent and the resolutions adopted hereby with the minutes of the proceedings of the Board of Directors.

The undersigned agree that this written consent shall be added to the corporate records of this Corporation and made a part thereof, and the undersigned further agree that the resolutions set forth above shall have the same force and effect as if adopted at a meeting duly noticed and held.



Frank M. Howard, Jr.



Frank M. Howard, III

FORM B: INFORMATION ABOUT OFFEROR'S TEAM

Name of Offeror: Howard Concrete Pumping Co., Inc.

Type of entity: Corporation

Offeror's address: 2327 Hill Church Houston Rd,
Canonsburg, PA 15317

(412) 257-1800 away@howardconcretepumping.com
 Telephone Email

Offeror Team Role	Name and Address of Head Office	Name and Title of Contact	Contact Information (E-mail and Telephone)
Project Manager	Shelly & Sands, Inc. 3570 SOutH River Road Zanesville, OH 43702-1585	Andy Leffler Project Manager	aleffler@shellyandsands.com (330) 351-6262
Geotechnical Design Engineer	S&ME, Inc. 2724 Discovery Drive, Suite 120 Raleigh, NC 27616	Aaron Goldberg, P.E. Technical Principal/Vice President	agoldberg@smeinc.com (843) 343-3617
Geotechnical Construction Manager	Howard Concrete Pumping Co., Inc 2327 Hill Church Houston Rd. Canonsburg, PA 15317	Arik Way, P.G. Project Manager	away@howardconcretepumping.com (412) 257-1800
(List any known subcontractors or subconsultants here)			
Roadway/MOT Designer	Resource International Inc. 6350 Presedential Gateway Columbus, OH 43231	Sam Khorshidi, P.E Vice President, Transportation Eng.	sam@resourceinternational.com (614) 823-4949
Ground Improvement Contractor	Menard, USA 150 East Main St., Suite 500 Carnegie, PA 15106	Jim Naples Project Manager	jnaples@menardusa.com (330) 717-1536

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FORM C: MAJOR PARTICIPANT CERTIFICATIONS AND QUESTIONNAIRE

FIRM NAME: Howard Concrete Pumping Co., Inc.

1. Certifications

The Undersigned hereby certifies that:

- a. It has carefully examined and is fully familiar with all provisions of the RFP and ITO, has reviewed all materials provided, any Addenda, and the Department's responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed and does not contain internal inconsistencies.
- b. The information and supporting data provided by the Undersigned is accurate and complete to the best of its knowledge.
- c. It has carefully checked all the words, figures, and statements in the Proposal.
- d. It has notified the Department of any identified deficiencies and omissions in the RFP and other documents provided by the Department.
- e. The Proposal is not sham or collusive and that the Proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.
- f. It has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.
- g. Prior to the opening and reading of Proposals, the Undersigned:
 - i. did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
 - ii. did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said Offeror or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw a Proposal;
 - iii. did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said Offeror or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
 - iv. did not, directly or indirectly, submit their Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other

financial interest with said Offeror in their business.

- h. It does not have any organizational conflict of interest as defined in Section 5.3 (Organizational Conflicts of Interest).
- i. It isn't currently debarred, suspended, disqualified, or is currently removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio or the federal government.
- j. It hasn't been debarred suspended, disqualified, or removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio and the federal government during the past three years.
- k. It isn't subject to any proposed or pending debarment, suspension, or similar actions.
- l. It will use good faith efforts to meet the aforementioned goals that requires the Offeror to subcontract to a sufficient number of DBEs at a sufficient dollar amount to meet or exceed the goal or submit documentations of its good faith efforts to do so.
- m. If awarded the Contract, the Offeror will update DBE Performance Plans on a monthly basis, or more frequently if deemed necessary by the Department to assure it continues to use good faith efforts to meet or exceed the goal set forth in the Contract.
- n. It will comply with the FHWA Buy America Requirements of 23 CFR 635.410, and the Build America, Buy America Act, Section 70913 et seq. of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, which permits FHWA participation as more fully described in the PDBC.
- o. It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2; has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.
- p. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. Questions

The Undersigned shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Undersigned shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For the Undersigned, the term "affiliate" shall mean any entity which owns a substantial interest in or is owned in common ownership with the Undersigned .

Within the past 10 years, has the Undersigned, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, debarred, removed, or otherwise prevented from bidding or proposing on or completing a federal, state, or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- c) Had filed against it, him or her, any criminal complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross- complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes _____ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Ohio governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Ohio law.

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- h) Been assessed liquidated or other damages for failure to complete any contract on time? If yes, please explain the circumstances. If no, so state.

Yes _____ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

3. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Ohio that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed April 12, 2024.

Frank M. Howard III
(Signature)

Frank M. Howard III
(Name printed)

Treasurer
(Title)

Howard Concrete Pumping Co., Inc.
(Name of Organization)

[Evidence of signature authorization for such individual attached]

**ACTION BY WRITTEN CONSENT OF THE SHAREHOLDERS AND SOLE
DIRECTOR OF HOWARD CONCRETE PUMPING CO., INC.**

The undersigned, being all of the shareholders and the sole director of Howard Concrete Pumping Co., Inc. (the "Corporation"), a Pennsylvania corporation, do hereby waive notice of meeting and consent in writing to the adoption of and do hereby adopt the following resolutions as though adopted at duly noticed and called meeting of the shareholders and sole director of the Corporation held as of the 2nd day of January, 2024.

ELECTION OF DIRECTORS

RESOLVED, that the following individual be, and he hereby is, elected to serve as the sole director until the next annual meeting of the Corporation and a successor is duly elected and qualified, or until such director resigns or is otherwise removed as a director.

Frank M. Howard, Jr.

ELECTION OF OFFICERS

RESOLVED, that the following individuals be, and they hereby are, elected to serve in the offices indicated, until the next annual meeting of the Corporation and a successor is duly elected and qualified, or until such officer resigns or is otherwise removed from office.

Frank M. Howard, Jr.: President

Frank M. Howard, III: Secretary & Treasurer

GENERAL AUTHORIZATION

WHEREAS, the Corporation desires to authorize its elected officers to effectuate all of the foregoing resolutions; it is hereby:

RESOLVED, that any one or more elected officers of this Corporation are hereby authorized and directed by an on behalf of this Corporation and in its name to execute and deliver all such documents and take all such action as they may deem necessary or appropriate in order to carry out and accomplish all of the purposes of these resolutions.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

WHEREAS, the Corporation desires to appoint an Equal Employment Opportunity Officer to serve until the next annual meeting of the Corporation and a successor is duly

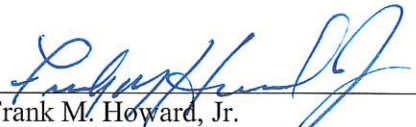
appointed, or until such Equal Employment Opportunity Officer resigns or is otherwise removed from this appointed Office.

RESOLVED, that Pamela Carlini is appointed to be the Equal Employment Opportunity Officer. The responsibilities of the Equal Employment Opportunity Officer include: develop EEO Policy statements, Affirmative Action Programs, internal and external communication techniques and monitoring systems; identify problem areas; assist management in arriving at solutions to problems; design and implement documentation systems; determine whether the participation goals and objectives have been obtained; serve as liaison between the Corporation and enforcement agencies; serve as liaison between the Corporation and private and public employment services for recruiting of minorities and women, as well as minority organizations, women's organizations and community action groups concerning the employment opportunity of minorities and women; conduct annual discussions with supervisors and employees to insure implementation of the program; ensure that all Corporation locations and job-sites are in compliance, including: posters properly displayed and Corporation activities and facilities are non-segregated; and evaluate supervisors annually on the basis of their equal employment opportunity efforts and ensure that they are aware of their responsibility to prevent harassment.

FURTHER RESOLVED, that the Secretary of this Corporation will notify the Equal Employment Opportunity Officer of the appointment with a letter.

The Secretary of this Corporation is hereby directed to file this written consent and the resolutions adopted hereby with the minutes of the proceedings of the Board of Directors.

The undersigned agree that this written consent shall be added to the corporate records of this Corporation and made a part thereof, and the undersigned further agree that the resolutions set forth above shall have the same force and effect as if adopted at a meeting duly noticed and held.



Frank M. Howard, Jr.



Frank M. Howard, III

FORM C: MAJOR PARTICIPANT CERTIFICATIONS AND QUESTIONNAIRE

FIRM NAME: Shelly & Sands, Inc.

1. Certifications

The Undersigned hereby certifies that:

- a. It has carefully examined and is fully familiar with all provisions of the RFP and ITO, has reviewed all materials provided, any Addenda, and the Department's responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed and does not contain internal inconsistencies.
- b. The information and supporting data provided by the Undersigned is accurate and complete to the best of its knowledge.
- c. It has carefully checked all the words, figures, and statements in the Proposal.
- d. It has notified the Department of any identified deficiencies and omissions in the RFP and other documents provided by the Department.
- e. The Proposal is not sham or collusive and that the Proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.
- f. It has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.
- g. Prior to the opening and reading of Proposals, the Undersigned:
 - i. did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
 - ii. did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said Offeror or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw a Proposal;
 - iii. did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said Offeror or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
 - iv. did not, directly or indirectly, submit their Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other

financial interest with said Offeror in their business.

- h. It does not have any organizational conflict of interest as defined in Section 5.3 (Organizational Conflicts of Interest).
- i. It isn't currently debarred, suspended, disqualified, or is currently removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio or the federal government.
- j. It hasn't been debarred suspended, disqualified, or removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio and the federal government during the past three years.
- k. It isn't subject to any proposed or pending debarment, suspension, or similar actions.
- l. It will use good faith efforts to meet the aforementioned goals that requires the Offeror to subcontract to a sufficient number of DBEs at a sufficient dollar amount to meet or exceed the goal or submit documentations of its good faith efforts to do so.
- m. If awarded the Contract, the Offeror will update DBE Performance Plans on a monthly basis, or more frequently if deemed necessary by the Department to assure it continues to use good faith efforts to meet or exceed the goal set forth in the Contract.
- n. It will comply with the FHWA Buy America Requirements of 23 CFR 635.410, and the Build America, Buy America Act, Section 70913 et seq. of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, which permits FHWA participation as more fully described in the PDBC.
- o. It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2; has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.
- p. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. Questions

The Undersigned shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Undersigned shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For the Undersigned, the term "**affiliate**" shall mean any entity which owns a substantial interest in or is owned in common ownership with the Undersigned .

Within the past 10 years, has the Undersigned, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, debarred, removed, or otherwise prevented from bidding or proposing on or completing a federal, state, or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- c) Had filed against it, him or her, any criminal complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes _____ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Ohio governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Ohio law.
- If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?
- If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?
- If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- h) Been assessed liquidated or other damages for failure to complete any contract on time? If yes, please explain the circumstances. If no, so state.

Yes X No _____

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

3. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Ohio that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed APRIL 10, 2024.



(Signature)

Andy Leffler

(Name printed)

Assistant Vice President

(Title)

Shelly & Sands, Inc.

(Name of Organization)

[Evidence of signature authorization for such individual attached]



SHELLY & SANDS, INC.

SHELLY & SANDS

PO Box 1585 • Zanesville, Ohio 43702-1585 • (740) 453-0721 • Fax (740) 455-3144

RESOLUTION OF SHELLY & SANDS, INC.

BE, IT RESOLVED, that the transaction herein referred to, herewith approved, the said Andy Leffler, Assistant Vice President, of Shelly & Sands, Inc., be and is hereby directed, authorized, and empowered to execute, acknowledge and deliver such documents, instruments and papers and perform such acts as may be legally, properly, and reasonable required or necessary for the purpose of preparation and filing to the State of Ohio all documents requesting the right to Execute any and all Construction Contracts on behalf of Shelly & Sands, Inc. and/or its' subsidiaries, as well as the following Corporate Officers:

Michael W. Cline
Chief Operating Officer


Andy Leffler
Assistant Vice President





I, Brian E. Anderson, Secretary/Treasurer of Shelly & Sands, Inc. a Corporation of the State of Ohio, certify that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation as we duly and legally adopted at the meeting of the Board of Directors of the Corporation called for that purpose and held on June 17, 2016, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

Dated: April 3, 2024



Brian E. Anderson
Secretary/Treasurer

Form C: Major Participant Certifications and Questionnaire

Shelly & Sands, Inc.

Supplemental Information Item h) Liquidated Damages

Shelly & Sands, Inc. has hundreds of ongoing projects at any given time. S&S does not regularly track & maintain data relative to liquidated damages. However, S&S can confirm that within the last five years that it has not been assessed liquidated damages to the extent it has materially affected any projects.

FORM C: MAJOR PARTICIPANT CERTIFICATIONS AND QUESTIONNAIRE

FIRM NAME: S&ME, Inc.

1. Certifications

The Undersigned hereby certifies that:

- a. It has carefully examined and is fully familiar with all provisions of the RFP and ITO, has reviewed all materials provided, any Addenda, and the Department's responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed and does not contain internal inconsistencies.
- b. The information and supporting data provided by the Undersigned is accurate and complete to the best of its knowledge.
- c. It has carefully checked all the words, figures, and statements in the Proposal.
- d. It has notified the Department of any identified deficiencies and omissions in the RFP and other documents provided by the Department.
- e. The Proposal is not sham or collusive and that the Proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.
- f. It has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.
- g. Prior to the opening and reading of Proposals, the Undersigned:
 - i. did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
 - ii. did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said Offeror or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw a Proposal;
 - iii. did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said Offeror or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
 - iv. did not, directly or indirectly, submit their Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other

financial interest with said Offeror in their business.

- h. It does not have any organizational conflict of interest as defined in Section 5.3 (Organizational Conflicts of Interest).
- i. It isn't currently debarred, suspended, disqualified, or is currently removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio or the federal government.
- j. It hasn't been debarred suspended, disqualified, or removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio and the federal government during the past three years.
- k. It isn't subject to any proposed or pending debarment, suspension, or similar actions.
- l. It will use good faith efforts to meet the aforementioned goals that requires the Offeror to subcontract to a sufficient number of DBEs at a sufficient dollar amount to meet or exceed the goal or submit documentations of its good faith efforts to do so.
- m. If awarded the Contract, the Offeror will update DBE Performance Plans on a monthly basis, or more frequently if deemed necessary by the Department to assure it continues to use good faith efforts to meet or exceed the goal set forth in the Contract.
- n. It will comply with the FHWA Buy America Requirements of 23 CFR 635.410, and the Build America, Buy America Act, Section 70913 et seq. of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, which permits FHWA participation as more fully described in the PDBC.
- o. It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2; has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.
- p. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. Questions

The Undersigned shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Undersigned shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For the Undersigned, the term "**affiliate**" shall mean any entity which owns a substantial interest in or is owned in common ownership with the Undersigned .

Within the past 10 years, has the Undersigned, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, debarred, removed, or otherwise prevented from bidding or proposing on or completing a federal, state, or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- c) Had filed against it, him or her, any criminal complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross- complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes _____ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Ohio governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Ohio law.

If yes, please explain the circumstances. If

no, so state. Yes _____ No

- f) Been found, adjudicated, or determined by any state court, state administrative agency, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If

no, so state. Yes _____ No

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If

no, so state. Yes _____ No

- h) Been assessed liquidated or other damages for failure to complete any contract on time? If yes, please explain the circumstances. If no, so state.

Yes _____ No

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

3. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Ohio that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed
April 10, 2024.



(Signature)

Michael G. Rowland, PE
(Name printed)

Vice President / Officer of the Corporation
(Title)

S&ME, Inc.
(Name of Organization)

[Evidence of signature authorization for such individual attached]

Addendum 4-10-2024

**CONSENT OF THE DIRECTORS OF
S&ME, INC.
TO ACTION WITHOUT MEETING**

We, the undersigned, being all of the Directors of S&ME, Inc., a North Carolina corporation (hereinafter call the "Corporation") do hereby waive notice of meeting and take the following actions and adopt the following preambles and resolutions by signing our written consent hereto pursuant to the provisions of Section 55-8-21 of the General Statutes of North Carolina.

NOW, THEREFORE, BE IT RESOLVED, that the President and other officers of the Corporation be and hereby are authorized to sign and deliver any agreement in the name of the Corporation and to otherwise obligate the Corporation in any respect relating to matters of the business of the Corporation.

BE IT FURTHER RESOLVED that the foregoing authority shall be and continue in full force and effect until revoked or modified by a subsequent resolution. All parties are hereby authorized and directed to at all times rely upon the last notice received by them of any resolution as to the foregoing authority when such notice bears this Corporation's Seal and is signed on behalf of the Corporation.

We do hereby consent that this document be filed with the minutes of the Corporation, and that the actions set forth in the foregoing preambles and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation as indicated by our signatures hereto effective this 13th day of April 2021.


Matthew D. Ryan


Wayne J. Overman


Meredith L. Keyes


Terence Cox


Robert Kelleher


Angela Musselwhite


Keith C. Brown

FORM C: MAJOR PARTICIPANT CERTIFICATIONS AND QUESTIONNAIRE

FIRM NAME: Resource International, Inc.

1. Certifications

The Undersigned hereby certifies that:

- a. It has carefully examined and is fully familiar with all provisions of the RFP and ITO, has reviewed all materials provided, any Addenda, and the Department's responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed and does not contain internal inconsistencies.
- b. The information and supporting data provided by the Undersigned is accurate and complete to the best of its knowledge.
- c. It has carefully checked all the words, figures, and statements in the Proposal.
- d. It has notified the Department of any identified deficiencies and omissions in the RFP and other documents provided by the Department.
- e. The Proposal is not sham or collusive and that the Proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.
- f. It has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.
- g. Prior to the opening and reading of Proposals, the Undersigned:
 - i. did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
 - ii. did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said Offeror or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw a Proposal;
 - iii. did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said Offeror or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
 - iv. did not, directly or indirectly, submit their Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other

financial interest with said Offeror in their business.

- h. It does not have any organizational conflict of interest as defined in Section 5.3 (Organizational Conflicts of Interest).
- i. It isn't currently debarred, suspended, disqualified, or is currently removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio or the federal government.
- j. It hasn't been debarred suspended, disqualified, or removed from bidding or performing work, voluntarily or involuntarily, for the State of Ohio and the federal government during the past three years.
- k. It isn't subject to any proposed or pending debarment, suspension, or similar actions.
- l. It will use good faith efforts to meet the aforementioned goals that requires the Offeror to subcontract to a sufficient number of DBEs at a sufficient dollar amount to meet or exceed the goal or submit documentations of its good faith efforts to do so.
- m. If awarded the Contract, the Offeror will update DBE Performance Plans on a monthly basis, or more frequently if deemed necessary by the Department to assure it continues to use good faith efforts to meet or exceed the goal set forth in the Contract.
- n. It will comply with the FHWA Buy America Requirements of 23 CFR 635.410, and the Build America, Buy America Act, Section 70913 et seq. of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, which permits FHWA participation as more fully described in the PDBC.
- o. It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2; has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.
- p. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. Questions

The Undersigned shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Undersigned shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For the Undersigned, the term "affiliate" shall mean any entity which owns a substantial interest in or is owned in common ownership with the Undersigned .

Within the past 10 years, has the Undersigned, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, debarred, removed, or otherwise prevented from bidding or proposing on or completing a federal, state, or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- c) Had filed against it, him or her, any criminal complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes _____ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Ohio governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Ohio law.

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If

no, so state. Yes _____ No X

- h) Been assessed liquidated or other damages for failure to complete any contract on time? If yes, please explain the circumstances. If no, so state.

Yes _____ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

3. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Ohio that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed
April 11, 2024.

FB Maj
(Signature)

Farah B. Majidzadeh
(Name printed)

CEO and Chairperson
(Title)

Resource International, Inc.
(Name of Organization)

[Evidence of signature authorization for such individual attached]

**MINUTES OF
ACTIONS TAKEN IN WRITING WITHOUT A MEETING
BY THE BOARD OF DIRECTORS OF
RESOURCE INTERNATIONAL, INC.**

April 5, 2024

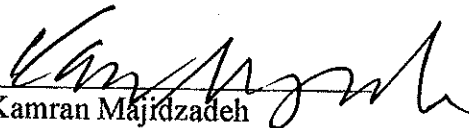
The undersigned, being all the directors of Resource International, Inc., do hereby take the following actions by this writing, effective on the date set forth above, in lieu of a meeting of the Board, pursuant to the provisions of Section 1701.54 of the Ohio Revised Code.


The following resolution with respect to authority to prepare, submit and execute documents related to contracts with the State of Ohio is hereby adopted:

BE IT RESOLVED, that the Board of Directors hereby authorizes the Farah B. Majidzadeh, Chief Executive Officer and/or Marcia M. Lampman, Executive Vice President, either individually or jointly, for and on behalf of the Corporation, to prepare, deliver, amend, replace, and/or execute all documents, instruments, offers, proposals, contracts, and agreements, required by and/or related to the State of Ohio JEF-SR7 Project, as said officer or officers deem necessary and appropriate.

These minutes constitute a complete record of actions taken by all the Directors of the Corporation effective the day and the year first and above written.


Farah B. Majidzadeh


Kamran Majidzadeh


Stasia M. Vavruska

CERTIFICATE OF CORPORATE RESOLUTION

Resource International, Inc.

THE UNDERSIGNED, being the Secretary of the above-named corporation hereby certifies that the Board of Directors of the Corporation on April 5, 2024, in an action taken in writing in lieu of a meeting pursuant to O.R.C. Section 1701.54, adopted the following resolution:

BE IT RESOLVED, that the Board of Directors hereby authorizes the Farah B. Majidzadeh, Chief Executive Officer and/or Marcia M. Lampman, Executive Vice President, either individually or jointly, for and on behalf of the corporation, to prepare, deliver, amend, replace, and/or execute all documents, instruments, offers, proposals, contracts, and agreements, required by and/or related to the State of Ohio JEF-SR7 Project, as said officer or officers deem necessary and appropriate.

THE UNDERSIGNED, Secretary further certifies that as of the date of this Certificate the Chief Executive Officer of the Corporation is Farah B. Majidzadeh and the authorized Executive Vice President is Marcia M. Lampman.

Date: _____

4/5/2024

Signature

Stasia M. Vavruska, Corporate Secretary

FORM D: PREQUALIFICATIONS

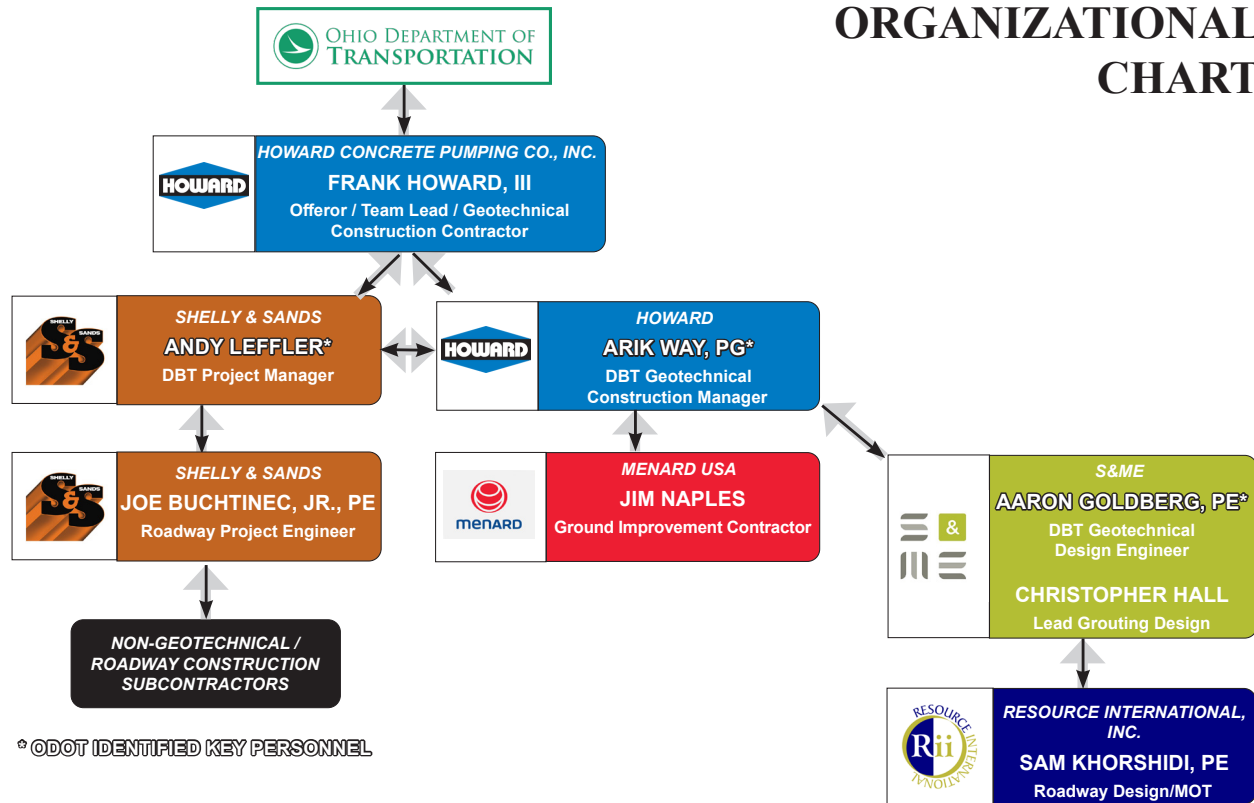
<i>Contractor Prequalification (Ohio)</i>				
Work Type Code	Work Type Description	By Project Award	Prior to Work	Contractor/Sub-Contractor to Perform the Work (Status of Prequalification – Approved/Submitted/To be submitted)
1	Clearing & Grubbing		X	Shelly and Sands, Inc. (Approved)
4	Roadway Excavation & Embankment Construction	X		Shelly and Sands, Inc. (Approved)
5	Major Roadway Excavations		X	Shelly and Sands, Inc. (Approved)
6	Incidental Grading		X	Shelly and Sands, Inc. (Approved)
7	Soil Stabilization		X	Howard Concrete Pumping Co., Inc. (Approved)
8	Temporary Soil Erosion & Sediment Control		X	Shelly and Sands, Inc. (Approved)
9	Aggregate Bases		X	Shelly and Sands, Inc. (Approved)
10	Flexible Paving		X	Shelly and Sands, Inc. (Approved)
11	Apply Bituminous Treatments		X	Shelly and Sands, Inc. (Approved)
12	Rigid Paving		X	Shelly and Sands, Inc. (Approved)
13	Pavement Planning, Milling, Scarification		X	Shelly and Sands, Inc. (Approved)
14	Concrete Texturing		X	Shelly and Sands, Inc. (Approved)
15	Sawing		X	Shelly and Sands, Inc. (Approved)
16	Flexible Replacement		X	Shelly and Sands, Inc. (Approved)

<i>Contractor Prequalification (Ohio)</i>				
Work Type Code	Work Type Description	By Project Award	Prior to Work	Contractor/Sub-Contractor to Perform the Work (Status of Prequalification – Approved/Submitted/To be submitted)
17	Rigid Pavement Replacement		X	Shelly and Sands, Inc. (Approved)
18	Pavement Rubblizing, Breaking, Pulverizing		X	Shelly and Sands, Inc. (Approved)
35	Drainage (Culverts, Misc.)		X	Shelly and Sands, Inc. (Approved)
36	Guardrail / Attenuators		X	Subcontractor To Be Determined Prior to Work
37	Fence		X	Shelly and Sands, Inc. (Approved)
38	Misc. Concrete		X	Shelly and Sands, Inc. (Approved)
39	Maintenance of Traffic		X	Shelly and Sands, Inc. (Approved)
40	Waterproofing		X	Shelly and Sands, Inc. (Approved)
41	Raised Pavement Markers		X	Subcontractor To Be Determined Prior to Work
42	Signing		X	Subcontractor To Be Determined Prior to Work
45	Pavement Markings		X	Subcontractor To Be Determined Prior to Work
46	Landscaping		X	Shelly and Sands, Inc. (Approved)
48	Trucking		X	Shelly and Sands, Inc. (Approved)
57	Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers		X	Subcontractor To Be Determined Prior to Work

Professional Services Prequalification (Ohio)			
Prequalification Category	By Project Award	Prior to Work	Consultant/Subconsultant to Perform the Design Work (Status of Prequalification – Approved/Submitted/To be submitted)
Roadway Design – General			
Non-Complex Roadway Design	X		Resource International (Approved)
Geotechnical Engineering – General Services			
Geotechnical Engineering Services		X	S&ME, Inc. (Approved)
Geotechnical Testing Laboratory		X	S&ME, Inc. (Approved)
Geotechnical Field Exploration Services		X	S&ME, Inc. (Approved)
Geotechnical Drilling Inspection Services		X	S&ME, Inc. (Approved)
Right of Way Plan Development – General			
Subsurface Utility Location Services		X	Resource International (Approved)

**OFFEROR
ORGANIZATION
AND
KEY PERSONNEL**

ORGANIZATIONAL CHART



ORGANIZATIONAL CHART NARRATIVE

ODOT will enjoy contract privity and direct access to one of the Offeror’s principals in Howard Concrete Pumping’s (HCP) own **FRANK HOWARD, III**, for all contractual business. Maintaining the day-to-day business of managing the ODOT Design-Build (DB) project will be the responsibility of **ANDY LEFFLER**, the DB Team’s (DBT) Project Manager. He and **JOE BUCHTINEC, JR., PE**, of Shelly & Sands, Inc., (S&S) will be supporting the collaboration during the design, contract negotiation, and finally the physical building and quality control aspects of the DBT’s highly qualified members through the project. They will facilitate all project communication with ODOT, project documentation, and make sure the rest of the team has the resources they need to make the required progress.

HCP will provide **ARIK WAY, PG**, DBT Geotechnical Construction Manager, and he will be in direct contract privity with the Lead Designer, S&ME, who will provide **AARON GOLDBERG, PE**, DBT Geotechnical Design Engineer, and **CHRIS HALL**, Lead Grouting Design. They will be supported by their subconsultant, Resource International, Inc., (Rii) and **SAM KHORSHIDI, PE**, who will manage all non-geotechnical design and engineering, bringing his expertise to all other design responsibilities, including the maintenance-of-traffic (MOT) plan and roadway design.

Throughout the design process, Mr. Way, along with Menard’s, **JIM NAPLES**, will work hand-in-hand with the Design Team to lend their vast, first-hand constructability experience throughout the design phase. To maintain continuity as we move to the construction phase, Mr. Way and Mr. Naples will continue to manage the actual construction of the mine mitigation and soil stabilization efforts of our DBT to support the successful completion of the entire project. Mr. Way will also coordinate all other aspects of the work with Mr. Leffler as it relates to the geotechnical work throughout the design and construction phases.

ANDY LEFFLER **DBT Project Manager**



Mr. Leffler has been employed by Shelly and Sands, Inc. (S&S) for the past 34 years and will be at the time of this submittal. As S&S's Design Build (DB) Lead, he has participated in over 90 ODOT DB pursuits. Thirty of those pursuits were successful, resulting in award of the ODOT DB projects. Mr. Leffler was responsible for the initial DB team building, contract negotiations, oversight of the partnering efforts, and project management, and when necessary, issue resolution negotiations with ODOT. His experience has have ranged from team building on single bridge replacements to executive oversight of the DBT on ODOT 213000, a \$161 million hybrid DB major reconstruction of the Akron Central Interchange.

As the DBT Project Manager, Mr. Leffler will have the authority to address all aspects of the project, including overall design, environmental compliance, construction, quality management, and contract administration. He has more than 30 years of experience managing ODOT construction projects.

YEARS OF EXPERIENCE

34

EDUCATION

BS, Construction Technology

% OF WEEKLY TIME

AVAILABLE

Preconstruction 85%

Construction 50%

UNIQUE QUALIFICATIONS

Mr. Leffler will manage our dispute resolution with ODOT, proactively advising our S&S project staff to expediently and equitably address project issues at the lowest possible level, in conformance with the contract documents, to mitigate negative impacts to project success.

ORGANIZATIONS

OCA Labor Executive Committee Chairperson (Responsible for state-wide labor negotiations with the crafts); OCA – ODOT Hvy-Hwy Specifications Committee (Responsible to negotiate specifications updates between Industry and ODOT); OCA – DBE Committee (Responsible to represent General Contractors with ODOT regarding the requirements of DBE goal attainment)

ODOT DB PROJECT EXPERIENCE (VARIOUS DISTRICTS/LOCATIONS)

In the last ten construction seasons, S&S and Mr. Leffler have successfully pursued 30 ODOT DB projects, including the following:

- » **ODOT 213000 \$161 Million DB Hybrid Complex Urban Interchange**
Role: Executive Oversight of DBT
- » **ODOT 183004 \$10.5 Million MED N. Carpenter Road Major Widening**
Role: DBT Project Manager
- » **ODOT 143006 \$6.2 Million Franklin 270 Interchange**
Role: DBT Project Manager
- » **ODOT 133001 \$52 Million DB Morrow 71**
Role: DBT Contract Project Manager
- » **ODOT 133017 \$9 Million Mahoning IR 680 Reconstruction**
Role: DBT Contract Project Manager



ARIK WAY, PG

DBT Geotechnical Construction Manager



Arik Way has been a Project Manager at HCP for 20 years. He manages ten or more mine grouting and geotechnical projects each year, ranging from \$15k to \$15M, including DB projects and projects with formal partnering. Mr. Way's responsibilities include scheduling, risk identification/mitigation, quality assurance and control, subcontractor and supplier coordination, and design assistance. Mr. Way will be employed by HCP at the time of this proposal submittal.

As the DBT Geotechnical Construction Manager, Arik will oversee and manage all aspects of the geotechnical portion of the scope of work, including design and construction of the mine stabilization and ground improvement. He will also coordinate all aspects of the geotechnical scope with the DBT Project Manager.

YEARS OF EXPERIENCE

25+

REGISTRATION

LPG in PA

EDUCATION

BS, Geology

% OF WEEKLY TIME

AVAILABLE

Preconstruction 40%

Construction 50%

UNIQUE QUALIFICATIONS

Mr. Way possesses more than 25 years of experience in the mine stabilization/ground improvement industry. He has managed some of the largest mine stabilization projects in the country, stabilizing coal, clay, gypsum, and hard-rock mines, as well as ground improvement projects in PA, OH, WV, IN, IL, VA, IA, WY, NJ, MD, and KY. Mr. Way possesses special expertise in the development of grout mix designs, drill tooling selection, and on-demand grout manufacturing. His ground improvement experience includes compaction grouting, overburden permeation grouting, deep soil mixing, and shallow soil mixing. Over the years, Mr. Way has successfully completed projects with many different and challenging geologic conditions in many different regions of the country.

PROJECT EXPERIENCE

- » **ODOT 160465, \$3.8 Million, Athens, OH**
Scope: Mine Stabilization, Acid Mine Drainage Treatment, Roadway Repair, MOT
Role: Project Manager
- » **WYDEQ Hanna No. 3 Mine, CR 297, \$6.6 Million, Hanna, WY**
Scope: Mine Stabilization, Roadway Repair, MOT; Role: Project Manager
- » **Chevron Well Pad, \$2 Million, Uniontown, PA**
Scope: DB Ground Improvement, Permeation Grouting, Subsurface Void Grouting
Role: Project Design/Manager
- » **Guernsey Power Station Switchyard, \$11.7 Million, Cambridge, OH**
Scope: Mine Stabilization; Role: Project Manager
- » **Christian Homes, \$3.3 Million, Springfield, IL**
Scope: DB Mine Stabilization; Role: Project Manager
- » **Bruce Mansfield Power Station, \$250 Thousand Shippingport, PA**
Scope: DB Compaction Grouting/Ground Improvement; Role: Project Manager

AARON D. GOLDBERG, PE

DBT GEOTECHNICAL DESIGN ENGINEER



Aaron Goldberg is a Professional Engineer and Diplomate, Geotechnical Engineering, of The Academy of Geo-Professionals. His interest and expertise are in providing geotechnical design and consultation to advance complex infrastructure developments for both public and private clients. Aaron is skilled in geotechnical design for deep foundations and ground improvement. He has 30 years' experience as a geotechnical engineer, with a successful consulting career interposed with five years working for an international DB ground improvement contractor. Mr. Goldberg re-joined S&ME as a Principal Engineer in August 2017, and he will be employed by the company at the time of this submittal.

YEARS OF EXPERIENCE

30

REGISTRATION

PE, Ohio +13 other states

EDUCATION

MS, Geotechnical Engineering
BS, Civil Engineering

% OF WEEKLY TIME AVAILABLE

Preconstruction 45%
Construction 25%

PROJECT EXPERIENCE

NAVFAC Mind-Atlantic Hurricane Florence Repair Bridges Design-Build (Compl. 2024)

Camp Lejeune, NC

Project Manager and Senior Geotechnical Engineer for the geotechnical exploration for two new railroad trestles and one new bascule bridge. Primary challenges included rapid mobilization for subsurface exploration using land- and marine-based resources and foundation construction, including driven pile bents for the railroad trestle and large group pile foundation for the bascule pier. Interaction with a federal owner provided a different perspective than state-owned DB projects. Complied with AASHTO, AREMA, UFC 220 01, and FC 1-300-9N.

Wonderwood Connector Roadway Settlement Repair Design-Build (Compl. 2016)

Jacksonville, FL

Responsibilities included Ground Improvement Engineer of Record and Lead Estimator. The project consisted of emergency drainage improvements and pavement settlement remediation along a 4.6-mile section of SR 116 (Wonderwood Connector). Following the drainage repairs, the associated roadway pavement was reconstructed to address previous settlement issues. The approaches to the Ginhouse Creek Bridge, which had significant pavement settlement, were repaired with a rigid inclusion and load transfer platform design. The project won Best in Construction Design-Build Award from the Florida Transportation Builders' Association.

ODOT Columbia Road Ground Improvement System (Compl. 2016)

Mason, OH

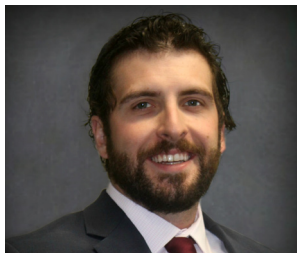
Ground Improvement Engineer of Record for vibro-stone column design. The project included 30-inch-diameter stone columns on 7-foot spacing to support a culvert extension.



ADDITIONAL KEY STAFF BIOS



FRANK HOWARD, III, is Treasurer of HCP, a position which he has held since 2006. He has nearly 22 years of diverse experience in mine grouting construction, including as a Project Manager, Superintendent, and Laborer. In his current role, Mr. Howard provides executive-level oversight of all of HCP's projects. He has developed expertise in contracts (including GMP contracts), negotiations, insurance, subcontractor and vendor management, risk mitigation, financial management, land development, environmental compliance, and estimating. Additionally, he has project experience that includes DB delivery, partnering, and working for ODOT. A few of Mr. Howard's notable projects include: The Guernsey Power Station Mine Mitigation project, which was one of the largest mine grouting projects built in the US and involved coordination with Ohio EPA; The Green Mount Crossing mine grouting project, which involved drilling through over 100 feet of soil to get to top of rock; and ODOT Project 36002, which included nearly four miles of mine mitigation on I-77 and a first-ever use of a movable concrete barrier to assist with the project's MOT challenges. For this project, Mr. Howard will collaborate with ODOT to effectively deliver an effective and economic solution leveraging the vast expertise of this DBT.



JOE BUCHTINEC, JR., PE, has been in the construction industry since 2016, when he started as a field intern at ODOT District 3. In 2017, he joined the S&S team as an intern and quickly became a full-time engineer in 2018. Since then, Mr. Buchtinec has been working on several DB projects in different capacities. Recently, as a member of the Ruhlin/S&S JV team, he was a roadway project engineer for the \$161 million Akron Beltway hybrid DB ODOT project. Since March of 2023, Mr. Buchtinec has also been responsible for all official communications with ODOT for this project.



JIM NAPLES is the Menard USA Area Manager for the Ohio, Michigan, and Indiana region and has served in an engineering role with Menard since 2014. Mr. Naples provides estimating and preliminary design for Menard projects in Ohio and has been involved in ODOT projects (FRA – IR 71 4R, 6R, and WOO-93592 IR 75) representing more than \$10 million of ground improvement installation. In addition, he has experience with Menard DB projects for IDOT, INDOT, MNDOT, and SDDOT. Mr. Naples has deep knowledge of all ground improvement techniques designed and installed by Menard, as well as the complicated soil conditions – both natural and man-made – for which these techniques are employed.



CHRISTOPHER K. HALL is a Senior Geologist with S&ME and has over 35 years of experience. Mr. Hall will serve as S&ME's lead for underground mine grouting design, underground injection control (UIC) permitting, and evaluation of grouting effectiveness. His relevant project experience includes the STA-30-18.35 project, which included remediation design of both mine spoils and underground mine workings, as well as UIC permitting; the Guernsey Switchyard site where underground

mines and poor soil conditions were remediated; and the MAH-711-0.47 underground mine stabilization project where S&ME provided design services, UIC permitting services, and evaluation of grouting effectiveness. Mr. Hall serves as the lead for S&ME’s contracts with the ODNR for the design of abandoned mine lands reclamation and Ohio Fair Plan for the evaluation of insurance claims related to damage potentially caused by underground mine collapse.



SAM KHORSHIDI, PE, has 31 years of experience and has managed and designed a wide range of transportation projects for ODOT, including several multi-million-dollar DB projects. Mr. Khorshidi is knowledgeable in ODOT requirements, regulations, and directives and his innovative ideas and design skills have enhanced the quality and speed of the design process. He is qualified with ODOT for Complex Roadway Design and Level 2 Bridge Design. Mr. Khorshidi was the Design Project Manager for the MRW-71-3.22 DB, which replaced the pavement and added a third lane to approximately nine miles of I-71. His accelerated design schedule submitted final plans for 50% of the project in just two months, reducing the construction schedule by one year. He has a comprehensive understanding of complex MOT planning, especially crossover designs, to ensure the safety of both the traveling public and construction personnel. For District 11, he recently led the design of BEL-007-11.04, which included landslide repairs by slope excavation and other methods along SR 7.

Design Project Manager for the MRW-71-3.22 DB, which replaced the pavement and added a third lane to approximately nine miles of I-71. His accelerated design schedule submitted final plans for 50% of the project in just two months, reducing the construction schedule by one year. He has a comprehensive understanding of complex MOT planning, especially crossover designs, to ensure the safety of both the traveling public and construction personnel. For District 11, he recently led the design of BEL-007-11.04, which included landslide repairs by slope excavation and other methods along SR 7.

TEAM SUMMARY

The HCP DBT offers many key personnel advantages to ODOT for this project, including:

- » **CLEARLY DEFINED ROLES OF KEY PERSONNEL**
Each key staff member listed is an expert in their role in our organizational structure and understands how their responsibilities and capabilities are ideally suited to deliver the most comprehensive, efficient, and effective solutions for this project.
- » **SUPERIOR COMMUNICATION AND COLLABORATION**
Firms involved with this project have all worked together previously and have strong working relationships to help facilitate proactive communication and successful collaboration internally, as well as with ODOT and its consultants and stakeholders.
- » **SPECIFIC, TECHNICAL KNOWLEDGE UNIQUE TO PROJECT**
Our DBT possesses both a wide breadth, as well as a host of very specific, technical knowledge earned through experience, that will serve our team well as a partner of ODOT to address the design and construction challenges unique to this project.
- » **PROVEN RISK MITIGATION STRATEGIES**
Our DBT’s past experience in mine mitigation, ground improvement, DB, MOT, and contract negotiations will be an asset in identifying the safest, most cost-effective way to equitably share the inherent project risks.
- » **GOAL-ORIENTED DELIVERY MINDSET**
We look forward to working alongside ODOT to find the best, safe, efficient, and effective solutions to produce a high-quality project for all involved.

**OFFEROR
TEAM
CAPABILITIES
AND
EXPERIENCE**

HOWARD CONCRETE PUMPING CO., INC. Over the last 50 years, Howard Concrete Pumping Co., Inc. (HCP) has become the **largest US producer of grouts utilized in the mine subsidence/ground improvement industry.** HCP has completed more mine reclamation projects than its competitors combined in the regions it serves. These projects are completed through a wide range of geologic conditions, including glacial tills, karst rock formations, alluvial soils, and everything in between. Over the past decade, **HCP has drilled more than 33,000 grout injection boreholes that total more than 2 million lineal feet and has mixed, pumped, and placed more than 2.1 million cubic yards of flowable fill (grout)** for both the public and private sectors, including state-ordered emergencies and critical infrastructure sites. Some of these critical infrastructure projects include major interstate highways, a petrochemical plant and its rail facilities, power generation facilities, an international airport, gas transmission pipelines, horizontal drilling pads, municipal landfills, and numerous public buildings. HCP prides itself on its ability to innovate new and better solutions to difficult construction problems.
























SHELLY & SANDS, INC. (S&S) successfully competes to be the largest provider of construction services to ODOT and the State of Ohio on an annual basis. As a general contractor, S&S's DB experience includes **over 90 DB pursuits and the completion of over 30 ODOT DB projects.** These projects range from single-structure bridge replacements to participation as a principal in ODOT's Akron Beltway, a \$162 million hybrid DB reconstruction of Akron's Central Interchange. S&S will bring billions of dollars of recent ODOT experience, including ODOT construction and MOT, contract management and equitable negotiations, and their DB experience to contribute to the success of our DBT's completion of this project.

S&ME, INC. (S&ME) is an 1,100-person employee-owned corporation operating from 30 offices across the midwest and southeastern US. S&ME's Ohio personnel include more than 20 registered Professional Engineers and Geologists, with most specializing in geotechnical engineering. S&ME holds all four ODOT Geotechnical prequalifications. S&ME's Ohio offices operate truck-mounted, rubber-tracked ATV-mounted, and rubber-tire ATV-mounted drill rigs, along with hand sampling, DCP, and pavement coring equipment. **Companywide, S&ME has more than 30 drill rigs, including multiple CPT rigs.** The firm also owns/operates pavement GPR and FWD equipment. S&ME's two Ohio laboratories are **AASHTO and CCRL accredited** in the areas of geotechnical, concrete, and asphalt testing. S&ME's offices use ESRI ArcMap, MicroStation, Open Roads Designer, AutoCAD Civil3D, gINT, OpenGround, pLog, and KeyLAB software.

MENARD USA (Menard) is a Pittsburgh-based geotechnical contractor **specializing in DB ground improvement solutions** for sites with problematic soil conditions. Menard has US offices in 15 states, including Ohio. Combining creative design and innovative techniques, Menard delivers practical, economical, and sustainable solutions. To date, Menard has designed and installed ground improvement solutions on DOT projects in more than 20 states, including ODOT.

RESOURCE INTERNATIONAL, INC. (Rii) has been providing exceptional civil engineering design services in Ohio for more than 50 years. A certified DBE, the firm employs 160+ professionals dedicated to providing innovative and cost-effective solutions. Rii's **long history of collaboration with contractors, including S&S, on DB projects** brings assurance in coordination, efficiency, and quality. As a certified ISO 9001:2015 Quality Management Services firm, Rii will bring optimal roadway and MOT design to this project, resulting in safe and maintainable infrastructure, delivered on time and within budget.

MATRIX OF TEAM PROJECT EXPERIENCE

PROJECT EXPERIENCE	Team Members	Mine Stabilization	Soil Stabilization	Roadway Repair	Grouting Program	Drilling Program	ODOT Project	Extensive MOT Plan	Design-Build Delivery	Risk Mitigation	UIC Permitting
Yoder Well Pad Permeation Grouting Chevron N. America Expl. & Production <i>Uniontown, Pennsylvania</i>			✓		✓	✓			✓	✓	
Guernsey Power Station Mine Mit. Grouting Gemma Power Systems, LLC <i>Valley Township, Ohio</i>		✓			✓	✓			✓	✓	✓
ATH-33-5.74 ODOT District 10 <i>Athens, Ohio</i>	 	✓		✓	✓	✓	✓	✓		✓	
MRW-71-3.22 Pavement Recon. / 3rd Lane ODOT District 6 <i>Morrow County, Ohio</i>	 			✓			✓	✓	✓	✓	
Green Mount Crossing Capital Land Company <i>Shiloh, Illinois</i>		✓			✓	✓		✓		✓	✓
Hill Top Energy Ctr. Clarified Water Tank Kiewit Power Constructors Co. <i>Greene County, Pennsylvania</i>			✓			✓			✓	✓	
STA-30-18.35 Aband. Mines Remediation ODOT District 4 <i>East Canton, Ohio</i>		✓	✓		✓	✓	✓			✓	✓
WOO-75-93592 ODOT District 2 <i>Toledo, Ohio</i>			✓	✓			✓	✓	✓	✓	
Guernsey 745 kv Switchyard Mine Grouting Gemma Power/American Electric Power <i>Valley Township, Ohio</i>	  	✓	✓		✓	✓				✓	
MAH 711-0.47 Mine Stabilization ODOT District 4 <i>Youngstown, Ohio</i>	 	✓			✓	✓	✓			✓	✓
TVA Watts Bar Nuclear Plant, Soil Stabil. Tennessee Valley Authority <i>Sprint City, Tennessee</i>	 		✓			✓				✓	
LAK 44-6.05 Landslide Evaluation ODOT District 12 <i>Painesville, Ohio</i>	 		✓	✓		✓	✓			✓	
STA-77-1.69 Fohl Road ODOT District 4 <i>Canton, Ohio</i>	 	✓		✓	✓	✓	✓	✓		✓	✓
Columbus Crossroads Projects 4R & 6R ODOT District 6 <i>Columbus, Ohio</i>	 			✓		✓	✓	✓	✓	✓	

YODER WELL PAD PERMEATION GROUTING

Chevron North America Exploration and Production

Uniontown, Pennsylvania

Contact: Angela Layton, PE, PSP, 724.462.9839, angelalayton@chevron.com

Developed and installed a permeation grouting program

Chevron North America Exploration and Production (Chevron) proposed to install a drill rig operation on a well pad that consisted of up to 40 feet of end-dumped and randomly placed mine-spoil. It was found that surface soils were piping into subsurface voids. The subsurface voids were estimated to be up to 10% of the overall volume. This



was especially concerning to Chevron due to the strict tolerances of settlement for the drilling equipment. Chevron contacted HCP for a solution to install the proposed drill rig operation on the existing subgrade material. HCP developed an innovative permeation/compaction grouting program to fill the subsurface voids.

The program consisted of drilling and installing 4.5-inch steel casing throughout the proposed footprint to the bottom of the mine spoil and injecting a high slump, fine particle grout consisting of flyash, cement, and water under pressure. The grout was produced on demand on-site and was injected in stages using the “bottom-up” method at pressures of up to 200 psi and at injection rates conducive to grout penetration. The project was completed ahead of schedule with four drill rigs, two grout pumps, and one on-site mixing plant. The grouting program proved to be effective at filling the subsurface voids and the drill rig operation was installed without incident.

<u>STAFF</u>	<u>COST</u>	<u>SCHEDULE</u>
Arik Way, PG Project Manager / Grouting Program Developer	\$2,064,850.00 Construction / Howard Responsibility	Completed 2018
Hiram Riblett, PE Program Approval, Construction QA/QC	\$2,252,000.00 Overall Value	Original / Actual (Const.)* 10/27/2018 10/16/2018

* Schedule was met early due to efficiency of drilling and grouting program and grout quantity underrun.

GUERNSEY POWER STATION MINE MITIGATION GROUTING

Gemma Power Systems, LLC

Valley Township, Guernsey County, Ohio

Contact: Alan Smithe, 860.549.2705, AlanSmithe@gemmapower.com

Design of plans and specification for construction of mine mitigation, surveying and layout, construction engineering, management and reporting, and all phases of construction, including drilling and grouting



HCP was selected as the prime contractor and HCP subcontracted CTL Engineering, Inc. (CTL) for design services, including the environmental permits to complete mine mitigation services at the site. This work was being conducted to mitigate an abandoned underground coal mine beneath the site. The site to be stabilized consisted of a 27-acre parcel and was selected as the location of a new power plant.

The initial scope of the project included teaming with a design firm to develop and finalize the specifications for the project. HCP procured local materials and developed mix designs for the project. Once initiated, HCP worked with CTL to coordinate construction activities, maintain records required to develop as-built drawings and reports, and revise work plans and means and methods to manage changed conditions that were encountered during construction.

The original project called for 289,095 LF of drilling to complete 1,953 grout injection boreholes and 210 confirmation boreholes and an estimated 95,436 CY of grout was to be produced and placed to stabilize the area. Actual project quantities were 287,006 LF of drilling and 128,148 CY of grout. Drilling was conducted using HCP labor and equipment, and the grout was mixed on-site using HCP labor and equipment. Because the scope expanded, HCP mobilized additional equipment and manpower to the site to substantially complete the project within the original schedule. Major equipment used on-site to complete the work included four drill rigs, three on-site grout mixing plants, and six concrete pumps.

<u>STAFF</u>	<u>COST</u>	<u>SCHEDULE</u>
Frank Howard, III Senior Project Advisor	\$66,000 Design	Completed 2020
Joseph Bonetti Project Manager	\$15,348,809.11 Construction / Howard Responsibility	Original / Actual (Design) 4/4/2019 4/4/2019
	\$15,414,809.11 Overall Value	Original / Actual (Const.)* 2/30/2020 3/30/2020
	0.4% Subcontracted	

* The scope of the project was expanded by the Owner due to subsurface conditions. Substantial completion was achieved (with the expanded scope) by the original scheduled date and the final report was completed on 05/20/2020.

ATH-33-5.74 ODOT District 10 (Project No. 160465)

Athens, Ohio

Contact: Daniel McDonald, PE, 740.707.7227, daniel.mcdonald@dot.ohio.gov

Mine stabilization and acid mine drainage treatment

The project scope of work was stabilizing abandoned mines below 1,662 ft of SR 33 in two areas and in two phases. The project scope also included MOT during the mine stabilization phase and roadway repair after the completion of the mine stabilization. HCP subcontracted all MOT, roadway repair work, and earthwork to S&S, which was an effective construction partnership.



During the mine investigation phase, it was discovered that the abandoned mine was flooded and the mine pool was actually under artesian conditions. Tests of the mine pool water also indicated that it was acidic and contained high levels of metals, and therefore was not suitable to discharge at the surface. This required a two-step approach: one, attempt to minimize the amount of mine pool water discharged at the surface; and, two, treat the mine pool water that was discharged at the surface. In order to minimize the mine pool water discharged at the surface, HCP sealed the surface casing into rock with bentonite and installed standpipes above the head level of the mine pool water.

<u>STAFF</u>	<u>COST</u>	<u>SCHEDULE</u>
Arik Way, PG Project Manager	\$3,885,243.60 Construction	Completed 2016 (Phase I)
	\$3,789,428.15 Overall Value	Original / Actual (Const.)*
	\$2,675,377.45 Howard Responsibility	Phase I: 10/31/2016 11/2/2016
	31% subcontracted	Phase II: 4/1/2017 8/16/2017

* The stabilization area was extended due to the additional mined area. Grout quantities overran by 25%.

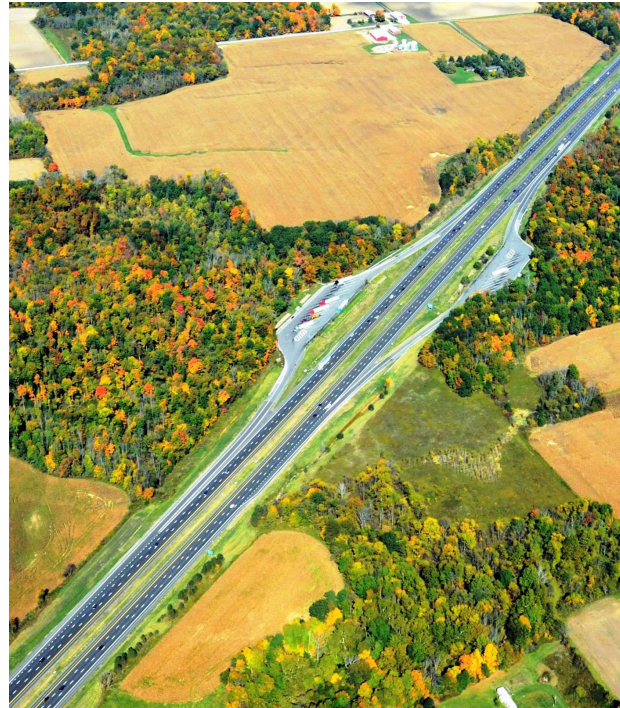
MRW-71-3.22 Pavement Reconstruction and Third Lane Addition (D/B) ODOT District 6 (PID No. 86920, Project No. 133001)

Morrow County, Ohio

Contact: Anthony Turowski, PE, 740.833.8094, Anthony.Turowski@dot.state.oh.us

Reconstruction and widening of nine miles of interstate

Sold as a DB project in the Spring of 2012, S&S's DBT, which included lead designer, Rii, executed timely initiation of both design and construction. The construction drawings for the first half of the project were delivered in the first two months of the project. Completion of the design and one half of the construction of this 8.9-mile pavement replacement and third lane addition of Interstate Route 71 in Morrow County took place in the first nine months of the project. With design complete and only half of the physical work remaining, the DBT substantially completed the majority of the work a full construction season early, ahead of the original October 2015 completion date. This acceleration allowed the opening to traffic to coincide with other, similar adjacent ODOT projects started years before Project 133001. ODOT records indicate a Postponed Completion date to accommodate a post-project real estate take that became necessary during the course of the project. The project included pavement replacement and a third lane addition, a new drainage system, signing and pavement markings, and MOT.



<u>STAFF</u>	<u>COST</u>	<u>SCHEDULE</u>
Andy Leffler DBT Project Manager	\$987,566.62 Design	Completed 2014
Sam Khorshidi, PE DBT Design Project Manager	\$51,728,289 Construction	Original / Actual (Design)* Fall 2015 Fall 2014
	\$52,715,855 Overall Value	Original / Actual (Const.)* Fall 2015 Fall 2014
	\$44,808,476 S&S Responsibility	
	15% subcontracted	

* 4.5 miles of design plans were completed in two months, resulting in completion one year ahead of schedule.



PROJECT UNDERSTANDING AND APPROACH

OVERALL APPROACH

The current project possesses a unique combination of risks, recognized hazards, and currently unmeasured variables compared to a traditional ODOT Design Bid Build, or even an ODOT Design Build (DB) project, making it an interesting pursuit.

The progressive DB model will allow ODOT and the DB Team (DBT) to leverage ODOT's knowledge of the site and the DBT's past experience in mine mitigation, ground improvement, DB, maintenance of traffic (MOT), and contract negotiations to identify the safest, most cost-effective way to equitably share the inherent project risks and deliver a successful project.

Collaboration between ODOT and the DBT members will allow each significant project risk to reside with the party best suited to own and manage that particular risk based on the party's past experience with similar issues.

PROJECT GOALS IN SECTION 1.3

The DBT understands the project goals as outlined in the RFP to be as follows:

- » **To stabilize SR-7.** There are four hazards identified in the existing project borings: (1.) The mine voids from the abandoned "Little Giant Mine," (2.) Potential large subsurface voids in the soil zone or very near top of rock above the mine, (3.) Potential voids directly beneath the pavement, and (4.) Weak subsurface soils at shallow, as well as deep depths. The DBT will investigate and characterize these hazards and develop plans to efficiently and cost effectively stabilize SR-7.
- » **To keep one lane of SR-7 open.** The DBT understands the critical sequence of work that must be executed while minimizing the impact to the travelling public and will create an innovative MOT that will keep one lane of SR-7 open in each direction and allow the work to occur with the least impact to traffic.
- » **To achieve effective project delivery.** The DBT will collaborate with ODOT and use its extensive experience to stabilize SR-7 while establishing physical methods to measure the improvement results. This collaborative approach will be implemented from design development through construction. The DBT understands that the existing geotechnical hazards are numerous and complex. We will work to characterize the subsurface and geologic hazards, assess the risk from these hazards, and develop targeted remediation with the goal of stabilizing SR-7.
- » **To minimize physical intrusion and impact on the environment.** The DBT knows what permits are required, already possesses the air permits, and has experience with obtaining the other required permits. All work will be conducted in accordance with the project permit applications and conditions.

MANAGING PROJECT-SPECIFIC RISKS AFTER AWARD

The DBT understands there are many risks associated with the project. Some of these risks are the effectiveness of the soil improvements and mine stabilization, the unknown quantities required for the soil improvements and mine stabilization, challenging MOT to allow the work to occur, and procuring quality subcontractors to complete the work efficiently and economically.

To manage the risk of ineffective soil improvements, the DBT and ODOT will select the most appropriate improvement approach based on a detailed understanding of the subsurface conditions and the capabilities of the various methods available for improvement, followed by implemen-

tation of the selected improvement method using appropriate specialty equipment and personnel with the expertise to achieve success while minimizing required quantities and costs.

To manage the risk of ineffective mine stabilization, the DBT will determine the extent of mining and complete grouting using the appropriate drilling methods, material, and equipment specifically designed for the work, and using experienced personnel that not only understand the equipment and materials, but also understand the movement of grout beneath the ground and can therefore modify the program/procedures when unexpected conditions are encountered. This method will also help to manage required quantities and costs.

To manage the risk of MOT during construction, the DBT will use past experiences with multi-lane, divided highway MOT to give us a unique advantage to take on this challenge. This project is located just south of the Alexander Street interchange, and the proximity of this project to the interchange can become challenging on how to maintain traffic. We expect that MOT will include looking at two main options: part-width construction and crossover options. Alternatives will be evaluated using several criteria, such as construction duration, access to interchange ramps, road user cost analysis based on the detour route length if ramp closure is required, and MOT cost for each option. Based on these evaluations the most effective MOT alternative will be recommended in Phase 1A.

MONITORING THE QUALITY OF THE WORK TO ENSURE HIGH QUALITY FOR THE PROJECT'S DURATION

The DBT envisions a collaborative and iterative process with ODOT, including the following:

- » Develop and adhere to a Design Quality Management Plan. The plan will require independent review of design documents/calculations and will require documentation and tracking the review process.
- » Ensure timely communication of data, issues, and findings
- » Utilize appropriately experienced staff
- » Establish project performance goals and methods of measuring performance goals

PRECONSTRUCTION PHASE APPROACH COORDINATION & COLLABORATION WITH ODOT

Similar to a formal partnering effort, with which our DBT and ODOT are both familiar, we would meet with ODOT stakeholders and decision makers, bringing similar authority to the discussion to vet initial common risks, goals, and solutions. Once the initial approach is determined, we would maintain design, construction, and contract management experience at such a level of authority that would allow decisions and adjustments to the approach to remain efficient as information is gathered, verified, and the safest, most cost-effective approach to meeting the project challenges is determined.

MANAGING AND DELIVERING THE RFP SCOPE

The DBT's approach to managing and delivering the RFP scope is developing a list of deliverables, determined from a review of the Scope of Service and other contract documents, providing a checklist to allow assignment of each deliverable to an individual from our DBT best equipped to be responsible for the successful completion of that item or task. Combined oversight by both HCP and our DBT Project Manager will allow a two-pronged checks and balance to ensure our product is produced based on past, successful experiences, responsive to the contract, efficient as possible, and meets the common goals established with ODOT.

DEVELOPING CONSTRUCTION METHODS THAT DRIVE INNOVATION & COST SAVINGS

The DBT consists of the field's leading experts in all required scope items (design and construction of mine stabilization programs, ground improvement programs, roadway installation and repair programs, and all associated MOT). The DBT will use its experience and capabilities to develop a remediation plan in coordination with ODOT. Performance, as well as cost/schedule, will be considered when developing the plan.

The DBT's expertise and experience will equate to increased productivity and quality, which means less equipment and labor hours, lower cost, shorter schedules, and less risk when presented with changed or adverse conditions.

Furthermore, the DBT's extensive experience in ODOT's competitively bid projects has developed proven, cost-effective means to consistently deliver construction services as competitive as anyone in the industry. The DBT will rely on its recent experience completing billions of dollars of equitable, competitive business with ODOT to produce cost-effective, clear, concise bid packages; negotiating with our large, well-established community of subcontractors and material suppliers; and providing transparency to ODOT for all work, whether self-performed or subcontracted, to provide great value for the DBT's services performed. For self-performed work, we understand that we will be participating in a new level of transparency with ODOT to not only explain the solutions to the project's challenges, but also to offer recommendations to ODOT to measure those options based on applicability, likelihood for success, and cost effectiveness and value to the Ohio taxpayer.

MAJOR COST COMPONENTS & APPROACH TO OBTAINING A FAIR PRICE

The DBT views the three major cost components for this project to be materials, labor, and equipment. For material costs, the DBT is an expert in grout materials and flowable fill. The most economical, as well as functional, grout mixes will be developed to reduce cost. HCP's custom grouting equipment also allows for the use of materials not used with conventional batch plants, often producing cost savings. For labor, the DBT employs a highly skilled and experienced labor force who will efficiently accomplish the work, thereby reducing project cost and schedule.

The DBT's vast experience with this work and custom equipment will enhance productivity, which will decrease total labor hours and overall schedule when compared to competitors.

For equipment, the DBT owns all of the required specialized equipment for all possible geotechnical scope items. HCP's unique experience with on-site grout mixing plants is seen as a key driver of overall project success and risk mitigation. With a fleet of seven custom grout mixing plants, all of which can be set up within the existing project limits, and a wide range of grout pump options, the DBT and ODOT will be able to collaboratively select a mixer and pump combination(s) to meet project goals, including on-demand alterations to the grout physical properties to best meet changing geotechnical conditions and grout injection rates/pressures. This approach will save on total labor hours, provide more choices for economic grout material sourcing, and minimize risk in the event of a grout overrun (if encountered).

DEVELOPING AND ADVERTISING SUBCONTRACT PACKAGES

As a firm scope of work is designed, and those designs are optimized, determinations will be made as to what scope of work can be self-performed to ensure timeliness of completion, cost-effective pro-

duction, and high-quality results. The balance of the work will be divided into common ODOT work types and provided to subcontractors in clear, concise bid packages, similar to a typical ODOT project.

By producing bid packages that subcontractors and materials suppliers are accustomed to seeing, we raise their confidence, ensuring that they understand their scope of work and its inherent risks, producing the most competitive pricing.

We will seek to secure at least three prices for any scope package of subcontracted work or outside material supply, including seeking commitments from the DBE subcontracting and materials supply community. An additional step will be seeking and evaluating suggestions from our suppliers and subcontractors to provide any cost-savings ideas that they may have relative to their work scope for our evaluation. In all matters, the DBT will use a collaborative process whereby feedback is sought and expertise is relied on to improve plans and lower costs/risks.

RISK IDENTIFICATION & MITIGATION DURING PROJECT DEVELOPMENT

Phase 1 will be completed as Part A and Part B. Part A will include further investigation and analysis related to the poor soil conditions.

The primary goal of Part A will be the delineation of the lateral and vertical extent of soil improvements and extent of mining following a collaborative cost/benefit analysis, so that during Phase 2 the improvements and stabilization can be focused and costs optimized.

Additionally, the investigation will serve to characterize the nature of the soft soils so that appropriate ground improvement methods are utilized. A phased investigation is planned. The initial phase will include use of geophysical methods (GPR) in an attempt to determine whether additional voids are present directly beneath the pavement and to identify anomalous near-surface materials. The use of a van-mounted GPS system would eliminate the need for lane closure and therefore control the investigation cost. The findings of the geophysical work will be used to focus, and therefore control, the costs of the second phase, which will include SPT, CPT and/or rotary probe borehole investigations. The Part A work will also include compilation of data needed to prepare the Underground Injection Control (UIC) permitting.

The design and permitting associated with the project will be completed during Part B of Phase 1. The design of the underground mine stabilization, soil improvements, roadway restoration, and MOT will be completed by design professionals with expertise in their areas of responsibility, working collaboratively with the construction firms and ODOT so that the final design optimizes the construction and limits the costs. The design process will generally follow ODOT's Project Development Process.

CONSTRUCTION PHASE

COORDINATION AND COLLABORATION WITH ODOT

Our DBT commits to making Joe Buchtinec, PE, responsible to serve as a single point of responsibility for the written record between ODOT and our DBT to include all submissions, RFIs, and all written records of correspondence between the parties. Mr. Buchtinec's experience in a similar role on ODOT 213000, a \$161 million hybrid DB, has well prepared him to succeed. He will bring with him a system of coordinating all documents in a manner that keeps them current and accessible to any party of interest. In addition to our document management system, our DBT will coordinate regular progress meetings at a mutually agreed upon interval, to keep design development, pricing,

and decision making on schedule regardless of the stage of the project development. These meetings will be held to keep all parties informed of the project work, progress, planned work, potential conflicts, schedule, and budget status. Collaborative efforts between our DBT and ODOT, including reviews and development of goals, ideas, costs, and option selections will help communication remain open and immediate. Doing so ensures our DBT members' experience-based ideas are well vetted and adjusted to meet the current design requirements in a cost-effective manner.

Our goal is to make sure we include our ODOT Partners in every step of the process so that we address all concerns and do not overlook any details.

OVERALL CONSTRUCTION MANAGEMENT APPROACH

Our DBT has industry-leading design and construction expertise that will aid in the management of quantities. We will use tracking sheets that are accessible by all parties to update our anticipated quantities during the design phase.

These tracking sheets will be used as measurement tools during our construction phase to ensure we are on pace with our initial anticipated design quantities.

Since the documents are "live" they will provide ODOT instant updates. Our project management plan will also incorporate a risk register that will highlight any potential risks to quantity increases.

Field crews completing soil improvements and mine stabilization will record quantities and other pertinent data on a daily basis. Critical information from the daily records will be transcribed into tracking spreadsheets the day following the work. The tracking spreadsheets, which will be available to ODOT, will serve multiple purposes, including providing a single source for project mitigation quantities to date, determining the status of work completed/remaining, and allowing the evaluation of the effectiveness of the soil and mine mitigation work. The regular meetings will provide a continuous feedback loop whereby the progressive nature of this project will allow for adjustments to plans based on the conditions encountered.

QUALITY ASSURANCE PLAN DEVELOPMENT

When creating a quality assurance plan the DBT will focus on two levels: design quality and construction quality. both of which have equal importance. The plan will be based on state-of-the-art industry standards and the DBT's extensive knowledge and experience. During the design phase we will create a comment resolution tracking system that will keep the entire project up to date with the latest design changes and the impacts it will have on quality and quantities. At over-the-shoulder reviews, all parties will have an opportunity to review and approve quality in real time.

Our construction quality assurance plan will ensure that all methods meet the Construction and Materials Specification and Proposal Notes. Our crews are all trained regularly according to the methods of construction we intend to use. The DBT has extensive experience with computer-aided grout material tracking. Our construction quality assurance also includes a focus on safety. Weekly project-wide safety meetings, as well as daily "tool-box" talks, will aid in keeping the work environment safe for everyone. Finally, physical methods developed during the design phase will be implemented to confirm improvements.

**FINANCIAL
PROPOSAL SURETY
LETTER**



April 4, 2024

Ohio Department of Transportation
1980 W Broad Street
Columbus, OH 43223

Re: JEF SR7 25.67 – Mine Subsidence Restoration

To Whom it May Concern:

The Fidelity and Deposit Company of Maryland is the surety for Howard Concrete Pumping Company, Inc. They are a valued surety client and our experience with the company has been excellent.

A surety line of credit of \$100,000,000 per project with a total work program of \$250,000,000 has been established for Howard Concrete Pumping Company, Inc.

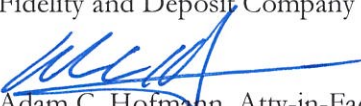
The Fidelity and Deposit Company of Maryland will provide final bonds in the amount of \$400,000 on Phase I, Progressive Design Build contract for the Project (24)3002. The Fidelity and Deposit Company of Maryland will provide final bonds in the amount of \$4,000,000 on Phase II, Final Engineering and Construction for the Project (24)3002.

The Fidelity and Deposit Company of Maryland is rated A+ by A. M. Best Company. Financial size Category XV (\$2 billion or greater). The Fidelity and Deposit Company of Maryland is listed in the current United States Secretary of Treasury, Fiscal Service, Circular 570.

We would favorably consider requests from Howard Concrete Pumping Company, Inc. to provide bid, performance and payment bonds. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms and bond forms, confirmation of satisfactory financing, and a favorable review of current underwriting information at the time of the request for the bonds.

This letter is not an assumption of liability, nor is it a bid bond or performance and payment bond. It is offered as a reference requested from us by our client.

Sincerely,
Fidelity and Deposit Company of Maryland



Adam C. Hofmann, Atty-in-Fact
McCarthy Hofmann Agency
235 Alpha Drive, Suite 303
Pittsburgh, PA 15238
412-261-5177

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 03/19/2024

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Illinois 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)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners
Other Liability
Surety
Workers Compensation

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$284,263,392, liabilities in the amount of \$43,395,865, and surplus of at least \$240,867,527.

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



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Robert C. MCCARTHY, JR., Felicia M. LOFTIS, Adam C. HOFMANN, **all of Pittsburgh, Pennsylvania**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 03rd day of February, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 03rd day of February, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Betha
Notary Public
My Commission Expires September 30, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of April, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2022

ASSETS

Bonds.....	\$ 219,365,765
Stocks	17,619,752
Cash and Short-Term Investments	2,767,685
Reinsurance Recoverable	12,309,422
Federal Income Tax Recoverable.....	0
Other Accounts Receivable	32,200,768
TOTAL ADMITTED ASSETS.....	\$ 284,263,392

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 545,031
Ceded Reinsurance Premiums Payable	42,850,834
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 43,395,865
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	240,867,527
Surplus as regards Policyholders.....	240,867,527
TOTAL	\$ 284,263,392

Securities carried at \$78,455,274 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2022 would be \$266,908,407 and surplus as regards policyholders \$223,512,542.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2022.

Witnessed by
Laura J. Lazarczyk
Notary Public

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2023.



Ryan Horgan

Notary Public