INVITATION FOR BID 25-ITB-098

OLD AUGUSTA ROAD IMPROVEMENTS PHASE 1 - CONSTRUCTION



Effingham County 804 S Laurel Street Springfield, GA 31329

Effingham County INVITATION FOR BID

25-ITB-098

Old Augusta Road Improvements Phase 1 - Construction

I. AGREEMENT

Attachments:

- A Reeves_Bid_Bond (1)
- B GCCO006129_-_Reeves_Construction_Company_-_Exp_06-30-26
- C Old_Augusta_Phase_1_Bid_Sheet_20251119 (1)

1. AGREEMENT

1.1. <u>AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION</u> CONTRACT

25-ITB-098Old Augusta Road Improvements Phase 1 - Construction

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and Reeves Construction Company ("Contractor").

Owner and Contractor hereby agree as follows:

1.2. Article 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Old Augusta Road Improvements Phase 1 project proposes roadway and storm drainage improvements along a 0.55-mile-long segment of Old Augusta Road from north of Effingham Business Center to north of Logistics Parkway. Old Augusta Road will be widened from a two-lane section to a median-divided, four-lane section south of Logistics Parkway. Additionally, a single-lane roundabout will be constructed at the intersection of Old Augusta Road at Logistics Parkway.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 25-ITB-098, Old Augusta Road Improvements Phase 1 - Construction

1.3. Article 2 - ENGINEER

2.01. The Project has been designed by Effingham County Engineering Department's Consultant, Kimley-Horn and Associates, Inc., which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

1.4. Article 3 - CONTRACT TIMES

3.01. Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Days to Achieve Completion and Final Payment The Work will be completed within 365 days from receipt of a Notice Proceed.

1.5. Article 4 - LIQUIDATED DAMAGES

4.01. Contractor and Owner recognize that time is of the essence as stated in preceding Paragraph and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph

above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner 638.00 for each day that expires after the time specified in Paragraph above entitled "Contract Times" for Completion until the Work is complete.

1.6. Article 5 - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to \$3,582,000.00, an amount determined pursuant to the fee proposal submitted by the Contractor for 25-ITB-098.

1.7. Article 6 - PAYMENT PROCEDURES

6.01. Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02. Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in the following section 6.02.A.1 immediately following as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above, titled Liquidated Damages.
- a. **95** percent of Work completed (with the balance being retainage). The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the A/E; and
- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03. Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

1.8. Article 7 - INTEREST

7.01. All moneys not paid when due as provided in The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

1.9. Article 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.10. Article 9 - CONTRACT DOCUMENTS

9.01. Contents

A. The Contract Documents consist of the following:

- 1. This Agreement, all pages inclusive
- 2. General Conditions, as listed in 25-ITB-098 document
- 3. Supplemental Conditions, as listed in 25-ITB-098 document
- 4. Specifications as listed in the table of contents of the Project Manual.
- 5. Addenda numbers 1 to 3, inclusive
- 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
- 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice of Award.
- b. Notice to Proceed.
- c. Work Change Directives.
- d. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this CONTRACTS DOCUMENTS section.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

A Field Order;

- 1. A/E's approval of a Shop Drawing or Sample; or
- 2. A/E's written interpretation or clarification.

1.11. Article 10 - COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

- A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.
- B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

1.12. Article 11 - INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

1.13. Article 12 - INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

1.14. Article 13 - MISCELLANEOUS

13.01. Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

13.02. Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03. Successors and Assigns

A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04. Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05. Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to

influence the action of a public official in the bidding process or in the Contract execution;

- 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

| This Agreement will be effective on Agreement). | (which is the Effective Date of the |
|--|-------------------------------------|
| COUNTY: | |
| Effingham County Board of Commissioners | |
| | |
| By: | |
| Title: Chairman | |
| | |
| Attest: | |
| Title: County Clerk | |
| Address for giving notices: | |
| 804 S. Laurel Street | |
| Springfield, GA 31329 | |
| | |
| CONTRACTOR: | |
| | |

| By: | |
|-----------------------------|---|
| Title: | |
| | a joint venture, attach evidence of authority to sign.) |
| | |
| Attest: | |
| Title: | |
| | |
| Address for giving notices: | |
| | |
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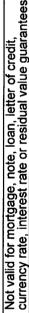
Exhibits List

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A - Reeves_Bid_Bond (1)
B - GCCO006129_-_Reeves_Construction_Company_-_Exp_06-30-26
C - Old_Augusta_Phase_1_Bid_Sheet_20251119 (1)
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Exhibit A Reeves_Bid_Bond (1)

BID BOND

| KNOW ALL MEN BY THESE PRESENTS THAT name], as Principal, hereinafter called the Principal, organized under the laws of the State of Massachusett held and firmly bound unto | , and (Surety) Liberty Mutual nsurance Company a corporation duly |
|--|---|
| Effingham County Board of Commission 804 S. Laurel Street, Springfield, Georgia 31329 | oners |
| as Obligee, hereinafter called Obligee, in the s (\$5\%), or percent (5 %) of the amount bid, well and truly to be made, the said Principal and the administrators, successors and assigns, jointly and sev | , whichever is less, for the payment of which sum said Surety, bind ourselves, our heirs, executors, |
| WHEREAS, the Principal has submitted a bid for: | |
| Project Name and Number: Old Augusta Rd Improv | vements- Phase 1 25-ITB-098 |
| NOW, THEREFORE, if the Obligee shall accept the into a Contract with the Obligee in accordance with the as may be specified in the bidding or Contract Docume performance of such Contract and for the prompt prosecution thereof, or in the event of the failure of the bond or bonds, if the Principal shall pay to the Oblige between the amount specified in said bid and such large contract with another party to perform the Work cover and void, otherwise to remain in full force and effect. | ne terms of such bid and give such bonds or bond ents with good and sufficient surety for the faithful payment of labor and material furnished in the he Principal to enter such Contract and give such ee the difference not to exceed the penalty hereof er amount for which the Obligee may in good faith |
| Signed and Sealed this 20th day of November | _, 20_25 |
| Reeves Construction Company (Principal) By: Scott Newman, Asst. Secretary | (Surety) By: Ashley Mexis, Attorney-in-Fact |
| (Winess) (Filte) April E. Conner 1955 SEAL GEORGIA | (Witness) (Title) Haley Pulley |





POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company Certificate No: 8214954-985949

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Alexis, Chad Warren Johnson; Connor Wolpert; Danielle M. Bechard; Doritza Mojica; Jonathan Gleason; Kyle Williams; Marlerie Janet Williams; Michelle Anne McMahon all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make. execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, including but not limited to consents of surety for the release of retained percentages and/ or final estimates on engineering and construction contracts or similar authority requested by the Department of Transportation, State of Florida, or the Central Florida Expressway Authority and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October Liberty Mutual Insurance Company INSUA INSUR The Ohio Casualty Insurance Company West American Insurance Company Βv Nathan J. Zangerle, Assistant Secretary State of PENNSYLVANIA nd and/or Power of Attomey (POA) verification inquiries, call 610-822-8240 or email HOSUR@ibertym.utual.com County of MONTGOMERY _, 2025_before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance October Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. PAS onwealth of Pennsylvania - Notary Sea resa Pastella, Notary Public By: Liresa Pastella Teresa Pastella, Notary Public Montgomery County commission expires March 28, 2029 Commission number 112604 This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall Forbord and please cal be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe. shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

1912 C 1919 C 1919 C Renee C. Llewellyn, Assistant Secretary

- November

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th and ay of



LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT - DECEMBER 31, 2024

| Assets | Liabilities | | | | | |
|--|--|--|--|--|--|--|
| Cash and Bank Deposits\$4,608,826,756.00 | Unearned Premiums \$9,890,896,878.00 | | | | | |
| *Bonds – U.S Government\$4,281,375,446.74 | Reserve for Claims and Claims Expense \$29,467,071,865.00 | | | | | |
| *Other Bonds\$21,566,489,527.26 | Funds Held Under Reinsurance Treaties \$341,948,172.00 | | | | | |
| *Stocks\$15,589,644,012.00 | Reserve for Dividends to Policyholders\$954,025.00 | | | | | |
| Real Estate\$86,497,925.00 | Additional Statutory Reserve\$150,547,865.00 | | | | | |
| Agents' Balances or Uncollected Premiums\$7,512,975,129.00 | Reserve for Commissions, Taxes and Other Liabilities\$5,049,906,410.00 | | | | | |
| Accrued Interest and Rents\$225,249,712.00 | Total \$47,104,416,171.00 | | | | | |
| Other Admitted Assets\$19,367,663,200.00 | Special Surplus Funds \$174,153,086.00 | | | | | |
| Total Admitted Assets\$74,539,483,661.00 | Capital Stock\$10,000,075.00 | | | | | |
| | Paid in Surplus\$13,209,595,772.00 | | | | | |
| | Unassigned Surplus \$13,415,980,561.00 | | | | | |
| | Surplus to Policyholders\$27,435,067,490.00 | | | | | |
| | Total Liabilities and Surplus \$74,539,483,661.00 | | | | | |

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

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.



Timothy A. Mikolajewski, Assistant Secretary

Timothy A. Mikolojewski

Exhibit B

GCCO006129_-_Reeves_Construction_Company_-_Exp_06-30-26



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Reeves Construction Company Owner: Robert Ponton

Address: 1 APAC Industrical Way

Augusta GA 30907

Primary Source License Information

GCCO006129 Profession: Residential/General Contractor Type: General Contractor Company Lic#:

Secondary: Method: Application Status: Active

Issued: 10/29/2018 **Expires:** 6/30/2026 **Last Renewal Date:** 6/18/2024

Associated Licenses

Relationship: Supervisor

License General Contractor Qualifying Agent Licensee: Suggs, Dallas Bruce Type:

License GCQA006125 Active

License #: Status:

Association 10/18/2016 Established: 10/29/2018 Expiry: Date:

Type: Prerequisite User

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 26, 2024 8:38:36

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

Exhibit C

Old_Augusta_Phase_1_Bid_Sheet_20251119 (1)

| | Bid Sheet - Old Augusta Road Phase 1 Improvements | | | | | | |
|----------|--|-------|----------|----|------------|----|------------|
| Item No. | Item Description | Units | Quantity | | Unit Price | | Extended |
| 150-1000 | TRAFFIC CONTROL | LS | 1 | \$ | 152,650.00 | \$ | 152,650.00 |
| 163-0232 | TEMPORARY GRASSING | AC | 3 | \$ | 500.00 | \$ | 1,500.00 |
| 163-0240 | MULCH | TN | 145 | \$ | 1.00 | \$ | 145.00 |
| 163-0301 | CONSTRUCT AND REMOVE CONSTRUCTION EXITS | EA | 2 | \$ | 3,700.00 | \$ | 7,400.00 |
| 163-0310 | CONSTRUCTION EXIT TIRE CLEANING STATION (PER DAY) | EA | 2 | \$ | 1,300.00 | \$ | 2,600.00 |
| 163-0503 | CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3 | EA | 18 | \$ | 750.00 | \$ | 13,500.00 |
| 163-0541 | CONSTRUCT AND REMOVE ROCK FILTER DAMS | EA | 1 | \$ | 1,800.00 | \$ | 1,800.00 |
| 163-0550 | CONSTRUCT AND REMOVE INLET SEDIMENT TRAP | EA | 21 | \$ | 250.00 | \$ | 5,250.00 |
| 163-1935 | CONSTRUCT AND REMOVE COMPOST FILTER SOCK, 24 IN | LF | 670 | \$ | 13.85 | \$ | 9,279.50 |
| 165-0030 | MAINTENANCE OF TEMPORARY SILT FENCE, TP C | LF | 3500 | \$ | 0.01 | \$ | 35.00 |
| 165-0087 | MAINTENANCE OF SILT CONTROL GATE, TP 3 | EA | 18 | \$ | 50.00 | \$ | 900.00 |
| 165-0101 | MAINTENANCE OF CONSTRUCTION EXIT | EA | 2 | \$ | 1,400.00 | \$ | 2,800.00 |
| 165-0105 | MAINTENANCE OF INLET SEDIMENT TRAP | EA | 21 | \$ | 50.00 | \$ | 1,050.00 |
| 165-0110 | MAINTENANCE OF ROCK FILTER DAM | EA | 1 | \$ | 575.00 | \$ | 575.00 |
| 165-0310 | MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH) | EA | 2 | \$ | 1,000.00 | \$ | 2,000.00 |
| 165-1500 | MAINTENANCE OF COMPOST FILTER SOCK (ALL SIZES) | LF | 670 | \$ | 8.85 | \$ | 5,929.50 |
| 167-1000 | WATER QUALITY MONITORING AND SAMPLING | EA | 4 | \$ | 375.00 | \$ | 1,500.00 |
| 167-1500 | WATER QUALITY INSPECTIONS | МО | 12 | \$ | 850.00 | \$ | 10,200.00 |
| 171-0030 | TEMPORARY SILT FENCE, TYPE C | LF | 7000 | \$ | 3.85 | \$ | 26,950.00 |
| 207-0203 | FOUND BKFILL MATL, TP II | CY | 1270 | \$ | 1.00 | \$ | 1,270.00 |
| 210-0100 | GRADING COMPLETE | LS | 1 | \$ | 774,750.00 | \$ | 774,750.00 |
| 210-0250 | UNDERCUT EXCAVATION | CY | 250 | \$ | 50.00 | \$ | 12,500.00 |
| 310-5060 | GR AGGR BASE CRS, 6 INCH, INCL MATL | SY | 540 | \$ | 31.00 | \$ | 16,740.00 |
| 310-5080 | GR AGGR BASE CRS, 8 INCH, INCL MATL | SY | 3120 | \$ | 33.00 | \$ | 102,960.00 |
| 310-5120 | GR AGGR BASE CRS, 12 INCH, INCL MATL | SY | 10140 | \$ | 48.00 | \$ | 486,720.00 |
| 318-3000 | AGGR SURF CRS | TN | 100 | \$ | 110.00 | \$ | 11,000.00 |
| 402-1812 | RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME | TN | 580 | \$ | 150.00 | \$ | 87,000.00 |
| 402-3121 | RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME | TN | 2690 | \$ | 135.00 | \$ | 363,150.00 |
| 402-3190 | RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME | TN | 1420 | \$ | 145.00 | \$ | 205,900.00 |
| 402-4510 | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME | TN | 1900 | \$ | 155.00 | \$ | 294,500.00 |
| 413-0750 | TACK COAT | GL | 2410 | \$ | 2.90 | \$ | 6,989.00 |
| 432-5010 | MILL ASPH CONC PVMT, VARIABLE DEPTH | SY | 500 | \$ | 19.50 | \$ | 9,750.00 |
| 429-1000 | RUMBLE STRIPS | EA | 6 | \$ | 750.00 | \$ | 4,500.00 |
| 439-0022 | PLAIN PC CONC PVMT, CL 3 CONC, 10 INCH THK | SY | 420 | \$ | 234.00 | \$ | 98,280.00 |
| 441-0104 | CONC SIDEWALK, 4 IN | SY | 340 | \$ | 75.00 | \$ | 25,500.00 |
| 441-0303 | CONC SPILLWAY, TP 3 | EA | 1 | \$ | 4,000.00 | \$ | 4,000.00 |
| 441-0754 | CONCRETE MEDIAN, 7 1/2 IN | SY | 620 | \$ | 81.00 | \$ | 50,220.00 |
| 441-5001 | CONCRETE HEADER CURB, 4 IN, TP 1 | LF | 245 | \$ | 16.00 | \$ | 3,920.00 |
| 441-6000 | CONC CURB & GUTTER, 6 IN X 18 | LF | 250 | \$ | 21.00 | \$ | 5,250.00 |

| 441-6222 | CONC CURB & GUTTER, 8 IN X 30 IN, TP 2 | LF | 1940 | \$ 32.00 | \$ 62,080.00 |
|----------|--|----|------|----------|------------------|
| 441-6740 | CONC CURB & GUTTER, 8 IN X 30 IN, TP 7 | LF | 4140 | \$ 31.00 | \$ 128,340.00 |

| Item No. | Item Description | Units | Quantity | Unit Price | Extended |
|----------|--|-------|----------|-----------------|-----------------|
| 441-6745 | CONC CURB & GUTTER, 8 IN X 32 IN, TP 9 | LF | 330 | \$ 34.00 | \$ 11,220.00 |
| 446-1100 | PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH | LF | 2370 | \$ 8.30 | \$ 19,671.00 |
| 500-9999 | CLASS B CONC, BASE OR PVMT WIDENING | CY | 10 | \$ 500.00 | \$ 5,000.00 |
| 550-2180 | SIDE DRAIN PIPE, 18 IN, H 1-10 | LF | 130 | \$ 80.00 | \$ 10,400.00 |
| 550-2240 | SIDE DRAIN PIPE, 24 IN, H 1-10 | LF | 115 | \$ 107.00 | \$ 12,305.00 |
| 550-3342 | SAFETY END SECTION 42 IN, STORM DRAIN, 4:1 SLOPE | EA | 1 | \$ 9,950.00 | \$ 9,950.00 |
| 550-4118 | FLARED END SECTION 18 IN, SIDE DRAIN | EA | 6 | \$ 1,200.00 | \$ 7,200.00 |
| 550-4124 | FLARED END SECTION 24 IN, SIDE DRAIN | EA | 7 | \$ 1,350.00 | \$ 9,450.00 |
| 550-4218 | FLARED END SECTION 18 IN, STORM DRAIN | EA | 6 | \$ 1,675.00 | \$ 10,050.00 |
| 550-4242 | FLARED END SECTION 42 IN, STORM DRAIN | EA | 1 | \$ 3,750.00 | \$ 3,750.00 |
| 550-5180 | STORM DRAIN PIPE, 18 IN, CLASS III | LF | 765 | \$ 116.00 | \$ 88,740.00 |
| 550-5420 | STORM DRAIN PIPE, 42 IN, CLASS III | LF | 11 | \$ 309.00 | \$ 3,399.00 |
| 550-9000 | VIDEO INSPECTION | LF | 185 | \$ 3.25 | \$ 601.25 |
| 600-0001 | FLOWABLE FILL | CY | 5 | \$ 885.00 | \$ 4,425.00 |
| 603-2181 | STN DUMPED RIP RAP, TP 3, 18 IN | SY | 135 | \$ 145.00 | \$ 19,575.00 |
| 603-7000 | PLASTIC FILTER FABRIC | SY | 135 | \$ 10.00 | \$ 1,350.00 |
| 610-9001 | REMOVE SIGN | EA | 5 | \$ 100.00 | \$ 500.00 |
| 611-1065 | RELAY STORM DRAIN PIPE | LF | 35 | \$ 140.00 | \$ 4,900.00 |
| 611-5551 | RESET SIGN | EA | 5 | \$ 130.00 | \$ 650.00 |
| 632-0003 | CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3 | EA | 2 | \$ 19,850.00 | \$ 39,700.00 |
| 634-1200 | RIGHT OF WAY MARKERS | EA | 27 | \$ 225.00 | \$ 6,075.00 |
| 636-1033 | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9 | SF | 60 | \$ 34.00 | \$ 2,040.00 |
| 636-1036 | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11 | SF | 260 | \$ 34.00 | \$ 8,840.00 |
| 636-1041 | HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 | SF | 30 | \$ 34.00 | \$ 1,020.00 |
| 636-2070 | GALV STEEL POSTS, TP 7 | LF | 600 | \$ 17.00 | \$ 10,200.00 |
| 636-2090 | GALV STEEL POSTS, TP 9 | LF | 70 | \$ 19.00 | \$ 1,330.00 |
| 643-8200 | BARRIER FENCE (ORANGE), 4 FT | LF | 545 | \$ 2.50 | \$ 1,362.50 |
| 652-5301 | SOLID TRAF STRIPE, 6 IN, WHITE | LF | 975 | \$ 0.25 | \$ 243.75 |
| 652-5305 | SOLID TRAF STRIPE, 6 IN, YELLOW | LF | 475 | \$ 0.25 | \$ 118.75 |
| 652-6301 | SKIP TRAF STRIPE, 6 IN, WHITE | GLF | 270 | \$ 0.20 | \$ 54.00 |
| 652-9001 | TRAFFIC STRIPE, WHITE | SY | 1830 | \$ 4.00 | \$ 7,320.00 |
| 652-9002 | TRAFFIC STRIPE, YELLOW | SY | 695 | \$ 4.00 | \$ 2,780.00 |
| 653-0110 | THERMOPLASTIC PVMT MARKING, ARROW, TP 1 | EA | 1 | \$ 75.00 | \$ 75.00 |
| 653-0120 | THERMOPLASTIC PVMT MARKING, ARROW, TP 2 | EA | 5 | \$ 75.00 | \$ 375.00 |
| 653-0122 | THERMOPLASTIC PVMT MARKING, ARROW, TP 2A | EA | 4 | \$ 100.00 | \$ 400.00 |
| 653-0130 | THERMOPLASTIC PVMT MARKING, ARROW, TP 3 | EA | 3 | \$ 150.00 | \$ 450.00 |
| 653-0180 | THERMOPLASTIC PVMT MARKING, ARROW, TP 8 | EA | 2 | \$ 200.00 | \$ 400.00 |
| 653-0296 | THERMOPLASTIC PVMT MARKING, WORD, TP 15 | EA | 6 | \$ 150.00 | \$ 900.00 |
| 653-1704 | THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE | LF | 280 | \$ 9.00 | \$ 2,520.00 |
| 653-1804 | THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE | LF | 800 | \$ 3.00 | \$ 2,400.00 |
| 653-1906 | THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE | LF | 7425 | \$ 0.75 | \$ 5,568.75 |
| 653-2602 | THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW | LF | 3185 | \$ 0.75 | \$ 2,388.75 |
| 653-2611 | THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, WHITE | GLF | 1610 | \$ 0.50 | \$ 805.00 |
| 653-3804 | THERMOPLASTIC SKIP TRAF STRIPE, 8 IN, WHITE | GLF | 150 | \$ 1.50 | \$ 225.00 |

| 653-4830 | THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE | GLF | 300 | \$ 4.00 | \$ 1,200.00 |
|----------|--|-----|-----|---------|----------------|
| 653-6004 | THERMOPLASTIC TRAF STRIPING, WHITE | SY | 400 | \$ 7.50 | \$ 3,000.00 |

| Item No. | Item Description | Units | Quantity |] | Unit Price | Extended |
|-----------|-------------------------------------|-------|----------|----|--------------------|--------------------|
| 653-6006 | THERMOPLASTIC TRAF STRIPING, YELLOW | SY | 1370 | \$ | 7.50 | \$ 10,275.00 |
| 654-1001 | RAISED PVMT MARKERS TP 1 | EA | 30 | \$ | 7.50 | \$ 225.00 |
| 654-1003 | RAISED PVMT MARKERS TP 3 | EA | 110 | \$ | 7.50 | \$ 825.00 |
| 668-1100 | CATCH BASIN, GP 1 | EA | 10 | \$ | 5,420.00 | \$ 54,200.00 |
| 668-2100 | DROP INLET, GP 1 | EA | 9 | \$ | 5,260.00 | \$ 47,340.00 |
| 670-1160 | WATER MAIN, 16 IN | LF | 170 | \$ | 200.00 | \$ 34,000.00 |
| 670-4000 | FIRE HYDRANT | EA | 1 | \$ | 10,600.00 | \$ 10,600.00 |
| 670-9920 | REMOVE EXISTING FIRE HYDRANT | EA | 1 | \$ | 2,500.00 | \$ 2,500.00 |
| SP | WATER MAIN PIPE FITTINGS | TN | 1.5 | \$ | 23,300.00 | \$ 34,950.00 |
| 670-7340 | LINE STOP, 16 IN | EA | 1 | \$ | 23,050.00 | \$ 23,050.00 |
| 700-6910 | PERMANENT GRASSING | AC | 3 | \$ | 5,250.00 | \$ 15,750.00 |
| 700-7000 | AGRICULTURAL LIME | TN | 2 | \$ | 150.00 | \$ 300.00 |
| 700-8000 | FERTILIZER MIXED GRADE | TN | 3 | \$ | 850.00 | \$ 2,550.00 |
| 700-8100 | FERTILIZER NITROGEN CONTENT | LB | 280 | \$ | 1.00 | \$ 280.00 |
| 702-0006 | ABELIA X GRANDIFLORA | EA | 40 | \$ | 28.50 | \$ 1,140.00 |
| 702-0282 | GARDENIA RADICANS | EA | 84 | \$ | 22.50 | \$ 1,890.00 |
| 702-0341 | HYDRANGEA PANICULATA | EA | 24 | \$ | 35.00 | \$ 840.00 |
| 702-1095 | VIBURNUM OBOVATUM | EA | 60 | \$ | 51.00 | \$ 3,060.00 |
| 702-0195 | CYNADON DACTYLON (BERMUDA GRASS) | SF | 905 | \$ | 1.05 | \$ 950.25 |
| 702-0544 | LANTANA CAMARA | EA | 104 | \$ | 11.00 | \$ 1,144.00 |
| 702-0678 | MUHLENBERGIA | EA | 100 | \$ | 10.50 | \$ 1,050.00 |
| 702-0886 | QUERCUS LYRATA | EA | 1 | \$ | 700.00 | \$ 700.00 |
| 702-9025 | LANDSCAPE MULCH | SY | 520 | \$ | 6.00 | \$ 3,120.00 |
| 708-1000 | PLANT TOPSOIL | CY | 45 | \$ | 110.00 | \$ 4,950.00 |
| | SUBTOTAL | | | | | \$ 3,582,000.00 |
| TOTAL BID | | | | | \$ 3,582,000.00 | |

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction of the proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NAME / TITLE

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