Request for Board of Commissioners' Action

From:	Faye Hughes, County Administrator		Date: _	July 12, 2018
Subject:	2018 LMIG Projects – Scruggs Company Contract	Item Number:	VIII-A	

Attached is the 2018 LMIG projects contract with Scruggs Company, bid amount and cost \$1,508,442.43. As stated in the contract, the completion time limit is 90 days with a \$247.00 penalty every day after.

Contract was prepared by Larry Sanders after Scruggs' bid was accepted during the June 18th meeting. Daniel Connell, County Attorney has reviewed and signed the Opinion of Attorney.

2018 LMIG Project list adopted during the April 2, 2018 meeting:

1.5 miles
1.8 miles
1.3 miles
2.7 miles
2.18 miles
.27 miles
2.7 miles
4.1 miles

The Chair will need a motion to accept the Scruggs Company contract for the 2018 LMIG projects and authorization to endorse the same.

Any discussion	on:		
Votes	ves	no	Motion carried/ failed

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between <u>Cook County, Georgia</u> (Party of the First Part, hereinafter called the Owner) and <u>The</u> <u>Scruggs Company</u> (Party of the Second Part, hereinafter called the Contractor) for the construction of the <u>2018 Cook County LMIG 001</u> in Cook County, Georgia (hereinafter called the Project).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Owner, for the consideration herein mentioned in this Bid and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in good, firm, substantial and workmanlike manner the work specified, in strict conformity with the drawings, specifications, and any Cook County Standard Specifications for Construction, hereinafter set forth, which drawings and the specifications, together with the foregoing Bid made by the Contractor are hereby incorporated into and made a part of this Agreement. The work covered by this agreement includes all work shown on plans and specifications, to-wit:

THE CONTRACTOR shall commence the work with adequate force and equipment on a date to be specified in a written order of the County and shall complete the work to the satisfaction of the Owner within <u>90</u> consecutive calendar days from and including said date.

In the event the contractor fails to complete the work within <u>90</u> consecutive calendar days after the Notice to Proceed, liquidated damages shall be paid to the Owner at the rate of <u>\$ 247.00</u> per day, plus any expense incurred by the Owner for engineering, legal, and inspection services associated with such delays until substantial completion is achieved.

THE OWNER shall pay and the Contractor shall receive the prices stipulated in the Bid as full compensation for everything furnished and done by the Contractor under this contract, the full sum of <u>\$ 1,508,442.43</u> based on the quantities shown in the Bid, which sum shall be paid monthly in percentage of work completed but, before issuance of certificate of payments, if the Contractor shall not have submitted evidence satisfactory to the Owner and owner's agents that all payrolls, material, bills, and other indebtedness connected with the work have been paid, the Owner may withhold in addition to a retained percentage of 10%, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such claims.

It is further mutually agreed between the parties hereto that if, at any time after the execution of the agreement and the surety bonds hereto attached for its faithful performance, the First Party shall deem the Surety or Sureties upon such bonds to be unsatisfactory, the Second Party shall, at its expense, within five (5) days after the receipt of notice from the First Party, so to do, furnish an additional bond or bonds in such form and amount, and with such Surety or Sureties as shall be satisfactory to the First Party. In such event no further payment to the Second Party shall be deemed to be due under this agreement until such new or additional securities for the faithful performance of the work shall be furnished in manner and form satisfactory to the First Party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in quadruplicate, this _____ day of _____ 2018.

ATTESTED:

ATTE WISENBAKER LARRY

BY ____ (Owner) Cook County, Georgia BY ontractor) (C The Scruggs Company FERRELL SCRUGAS, SR.

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KNOW ALL MEN BY THESE PRESENTS: That we The Scruggs Company

(hereinafter called the Principal) and Western Surety Company & Liberty Mutual Insurance Company (hereinafter called the Surety), are held and firmly bound unto Cook County (hereinafter known as the Owner) for the use of said obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or materials under or for the purpose of the contract hereinafter referred to, in full and just sum of <u>ONE</u> <u>MILLION, FIVE HUNDRED AND EIGHT THOUSAND, FOUR HUNDRED FORTY-TWO</u> <u>DOLLARS AND FORTY-THREE CENTS.</u> (<u>\$ 1,508,442.43</u>), lawful money of the United States of America, to be paid to Cook County, its successors, and assigns to which payment well and truly to be made we find ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into contract with the said Owner, bearing date of _______, 2018, for construction of the 2018 Cook County LMIG 001 in Cook County, GA.

WHEREAS, it was one of the conditions of the award by said Owner pursuant to which said contract was entered into, that these presents shall be executed.

NOW, THEREFORE: The conditions of this obligation are such that if the above bounded Principal shall in all respects fully comply with the terms and conditions of said contract and his obligations thereunder, including the Specifications, Bid, and Plans therein referred to and made a part thereof, and such alterations as may be made in said plans and specifications as therein provided for, and including one year guarantee period from date of final acceptance, and shall indemnify and save harmless Cook County, against and from all costs, expenses, damages, injury or loss, to which the said Owner may be subjected by reason of any wrong doing, misconduct, want of care or skill, negligence, or default, including patent infringement on part of said Principal, his agents or employees, in the execution or performance of said Contract, and shall promptly pay all just claims for damages, or injury to property and for all work done, or skill, tools, and machinery, supplies, labor, and materials, furnished and debts incurred by said Principal in or about the construction or improvements contracted for this obligation to be void, otherwise in full force and effect.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extensions of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specifications.

This Bond shall be for the use of all persons doing work or furnishing skill, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of Section 23-1705 et. sep. of the Code of the State of Georgia, as amended by the Act approved February 27, 1956, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

The life of this Bond extends through the life of the Contract including the sixty-day maintenance period, and until one year after the final acceptance of the work by Cook County.

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IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in quadruplicate, this _____ day of _____2018.

ATT LARRY WISENBAKER

The Scruggs Company Contractor BY. FERREL SCIEVA PRESIDENT JR.

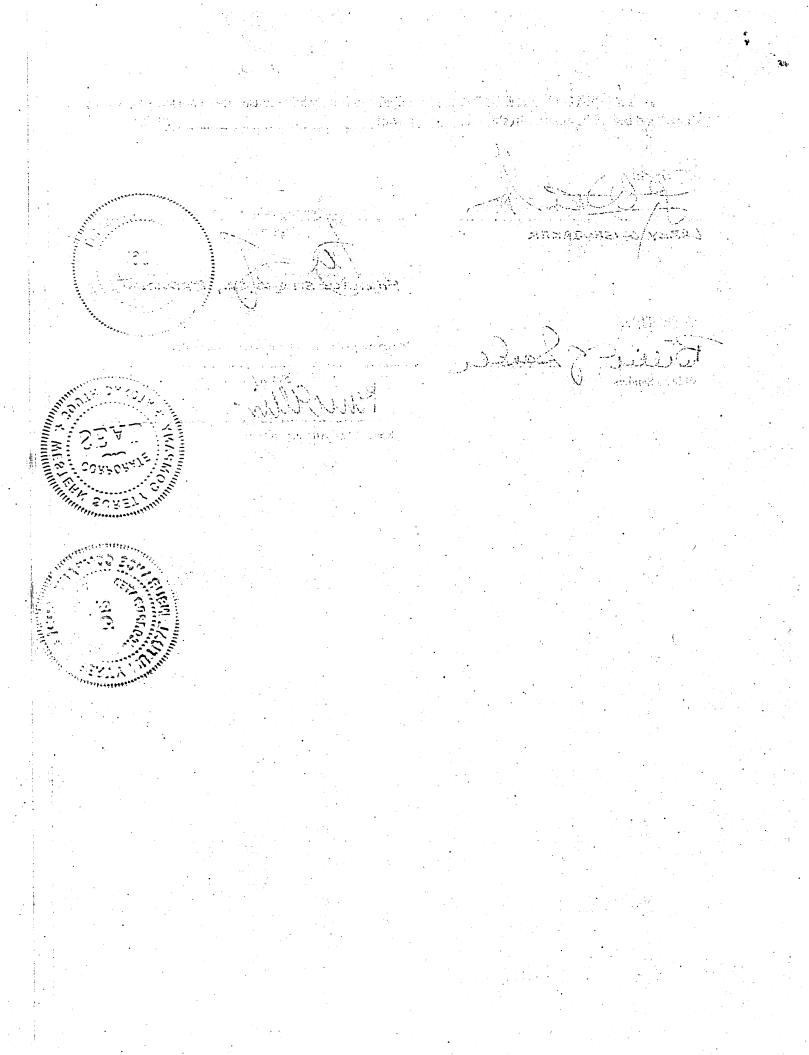
ATTESTED: Billie Jo Sanders

Western Surety Company & Liberty Mutual Insurance Company

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Surety BY

Renee Ellis, Attorney in Fact



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we The Scruggs Company as Principal, and Liberty Mutual Ins. Co., as Surety, are held and firmly bound unto Cook County, in the full sum of ONE MILLION, FIVE HUNDRED AND EIGHT THOUSAND, FOUR HUNDRED FORTY-TWO DOLLARS AND FORTY-THREE CENTS. (\$ 1,508,442.43), for the use and protection of said Cook County and all subcontractors and all persons supplying labor, materials, machinery and equipment for the performance of the work provided for in the contract hereinafter referred to, for the payment of which well and truly to be made we find ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above bound Principal has entered into a contract with Cook County, dated the day of , 2018.

NOW. THEREFORE, the conditions of this obligation are such that if the above bound Principal shall promptly pay all subcontractors and all other persons supplying labor, materials, machinery and equipment furnished for the performance of the work provided for by said contract and such alterations or additions as may be made therein or in the plans and specifications, then this bond to be void; otherwise of full force and effect.

And the Surety to this Bond, for value received, agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or the work to the plans and specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 23-1705, et. sep. of the Code of Georgia, as amended by the Act approved February 27, 1956, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

IN WITNESS WHEREOF, the principal and the Surety have caused these presents to be duly signed and sealed this day of , 2018.

BY

ATTES USENBAKER

TESTED: **Billie Jo Sanders**

he Scruggs Company Contractor BY FERRELL BORULAS, SR., PRESIDENT Western Surety Company & Liberty Mutual Insurance Company Surety

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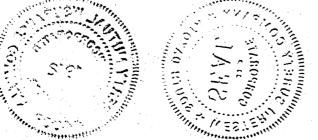
Renee Ellis, Attorney in Fact

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OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after examination, I am of the opinion that such documents conform to the laws of the State of Georgia, that the execution of the Construction Contract and the Contract Performance and Payment Bonds are in due and proper form, and that the representatives of the respective contracting parties have full power and authority to execute such Construction Contract and Contract Performance and Payment Bonds on behalf of the respective contracting parties and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Cook County, Georgia

This the _____ day of _____

, 2018.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha } :

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021

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5. Eich, Notary Public

COMPANY

Assistant Secretary

WESTERN SURETY

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of ,2018.



Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

• • • •	THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Certificate No. 8022311						
	Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company						
	POWER OF ATTORNEY						
	KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Durden; Renee Ellis; Thomas J. Gentile; Milton A. Kopf; Billie Jo Sanders; Paul B. Scott Jr						
•	에는 이번 사람이 있는 것이 있는 것 같은 것이 같은 것이 있는 것						
	all of the city of <u>Montgomery</u> , state of <u>AL</u> each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.						
	IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of February	ay.					
tees.	The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company West American Insurance Company West American Insurance Company	of Attorney call 4:30 pm EST on any business day.					
note, loan, letter of credit, ate or residual value guarantees	STATE OF PENNSYLVANIA ss David M. Carey, Assistant Secretary COUNTY OF MONTGOMERY On this <u>27th</u> day of <u>February</u> , <u>2018</u> , before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.						
	IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Upper Mericin Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries Werker, Pennsylvania Association of Notaries	of this Power of Atto n 9:00 am and 4:30 p					
e, not t rate	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:	this 00					
for mortgage rate, interest	to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if single by the President and attached to by the Secretary. Any power or authority cranted to any representative or attorney-in-fact under						
Not valid currency	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.	To confirm the 1-610-832-8240					
	Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in- fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.						
	Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.						
	I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.						
	IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of, 20, 20						
	By: Renee C. Llewellyn, Assistant Secretary						



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/2018

									20/2010
CI BI	HIS CERTIFICATE IS ISSUED AS A M ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INSU EPRESENTATIVE OR PRODUCER, AN	VELY OR RANCE	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED B	Y THE	POLICIES
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PRO	DUCER				Tracy Farra				
	GRIFF, SEIBELS & WILLIAMS, INC. . Box 10265			PHONE	, Ext); 800-476-	-2211	FAX (A/C, No):		
	hingham, AL 35202			E-MAIL	ss: tfarragut@n	ncgriff.com			
					INS	URER(S) AFFOR			NAIC #
				INSURE	R A :The Travel	lers Indemnity	Company		25658
INSU				INSURE	R B :The Travel	lers Indemnity	Company of America		25666
4679	Scruggs Company, Inc. 9 Old Highway 41 North			INSURE	R C :American (Guarantee and	Liability Insurance Company		26247
Hahi	ira, GA 31632			INSURE	RD:				
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INSR		ADDLISUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	;	
A			VTC2K-CO-5788B604-IND-18	3	04/01/2018	04/01/2019		\$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED	\$	300,000
							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
								\$ \$	2,000,000
A	AUTOMOBILE LIABILITY		VTK-CAP-5788B616-IND-18		04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO							\$\$	
	OWNED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
С	X UMBRELLA LIAB X OCCUR		AUC 9383681-08		04/01/2018	04/01/2019	EACH OCCURRENCE	\$	25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	25,000,000
	DED RETENTION \$							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		VTC2H-UB-8G027811-18		04/01/2018	04/01/2019	X PER OTH- STATUTE ER		
		N/A					E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
								5 5 5	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE		101 Additional Remarks Salested	a mark-	attached if me-			\$	
	ect name: 2018 LMIG Project – Patching ar			e, may be	e attached if more	e space is require	80)		
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	RTIFICATE HOLDER			CANO	ELLATION		·		
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	ok County BOC			AUTHO	RIZED REPRESE	NTATIVE	16		
1200 South Hutchinson Avenue Adel, GA 31620				AUTHORIZED REPRESENTATIVE					

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