



Dale County Commission

Commission Special Called Meeting Minutes – August 1, 2022

The Dale County Commission convened in a *special called* meeting Monday, August 1, 2022. The following members were present: Chairman Steve McKinnon; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson. Absent: District One Commissioner Chris Carroll

Chairman McKinnon called the meeting to order at 10:00am.

APPROVED – COUNTY ENGINEER EMPLOYMENT

Commissioner Gary made a motion to approve an agreement with Wiregrass Construction and budget amendment- Project #ST-023-888-009, Co Rd. 20. See Exhibit 1.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Grantham made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.

A handwritten signature in blue ink, appearing to read "Steve McKinnon", is written over a horizontal line.

Steve McKinnon, Chairman

Dale County Road and Bridge

202 S. Hwy 123, Suite A
Ozark, Alabama 36360

Telephone (334) 774-5875
Fax (334) 774-6899

Derek S. Brewer, P.E.
County Engineer
Drew Meacham, P.E.
Assistant Engineer

August 1, 2022

Wiregrass Construction Company, Inc.
P. O. Box 929
Dothan, AL 36302

Re: Project No. ST-023-888-009
DCP-23-07-17
County Road 20 Resurfacing
Dale County

Gentlemen:

This is to advise that the Dale County Commission has this date awarded you the contract for PATCHING, WIDENING, SPOT LEVELING, RESURFACING, AND STRIPING COUNTY ROAD 20 FROM COUNTY ROAD 18 TO COUNTY ROAD 59 on the above referenced project.

Sincerely,



Steve McKinnon
Commission Chairman
Dale County Commission

/ajf

CONTRACT**ST-023-888-009**

THIS AGREEMENT made and entered into this 1st day of August,
(Day) (Month)
 Two Thousand Twenty-Two, by and between the
(Year written in words)
THE DALE COUNTY COMMISSION, party of the first part (hereinafter called the
Owner)

and Wiregrass Construction Company, Inc. of
(Name of Contractor)
P.O. Box 48, Ariton, Alabama 36311, party
(Mailing Address)
 of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of PATCHING, WIDENING, SPOT LEVELING, RESURFACING, AND STRIPING CR-20 FROM COUNTY ROAD 18 TO COUNTY ROAD 59 in DALE County, Alabama, (hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for the said **Project**;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The **Contractor** promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the **Project** in Dale County, Alabama, known as Project Number ST-023-888-009, in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared by (or for) the **Owner**, the originals of which are on file with the **Owner**, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to Six Hundred Ninety-Six Thousand
(Amount written
Three Hundred Thirteen and 24/100 dollars (\$ 696,313.24),
in words) (Amount in numerals)
 payments to be made as provided in said Specifications upon presentation of the proper certificates of the **Owner** and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner**, subject at all times to the inspection and approval of the United States Secretary of Transportation, or his agents, and in accordance with the rules and regulations made pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said **Contractor** shall be final and conclusive.

5. The **Contractor** agrees to abide by ALDOT's "Principles of Business Conduct".

IN WITNESS WHEREOF, THE DALE COUNTY COMMISSION has caused these presents to be executed by its COMMISSION CHAIRMAN and _____
(Name of
Wiregrass Construction Company, Inc., the **Contractor**, has hereto set his
Contractor)
hand and seal this the day and year above written.

ATTEST:

DALE COUNTY, ALABAMA,

Cheryl Garvey
County Commission Clerk

By: Steve McKim
County Commission Chairman

NAME OF CONTRACTOR: Wiregrass Construction Company, Inc.
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: 5957

By: (X) James Owens
Contractor's Signature
James Owens
(Print Name) Vice President
Title

(X) Jamey Padgett
Witness
Jamey Padgett
(Print Name) Assistant Secretary
Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title



BOND

FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
DALE COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That Wiregrass Construction Company, Inc.
8974 N. US Hwy 231, Ariton, AL 36311, as Principal, and,
Western Surety Company and Liberty Mutual Insurance Company, as Surety,
are held and firmly bound unto the DALE COUNTY COMMISSION, as Obligee, in the penal sum of
Six Hundred Ninety-Six Thousand, Three Hundred Thirteen and 24/100 Dollars
(\$ 696,313.24), for the payment of which well and truly to be made, we hereby bind ourselves,
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of PATCHING, WIDENING, SPOT LEVELING, RESURFACING, AND STRIPING CR-20 FROM COUNTY ROAD 18 TO COUNTY ROAD 59 in DALE County, Alabama, to-wit: known as Project No. ST-023-888-009, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: Wiregrass Construction Company, Inc.
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) James Owens (X) Jamey Padgett
Contractor's Signature Witness
Title/Address Vice President Title Assistant Secretary

By: (X) _____ (X) _____
Contractor's Signature Witness
Title/Address _____ Title _____

By: (X) _____ (X) _____
Contractor's Signature Witness
Title/Address _____ Title _____

Western Surety Company and Liberty Mutual Insurance Company

NAME OF SURETY
BY: Renee Ellis

Renee Ellis ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Renee Ellis 041779
Producer's Name License No.
2601 Bell Road, Montgomery, AL 36117
Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

Renee Ellis
Turner Insurance & Bonding Company

2601 Bell Road, Montgomery, AL 36117
PRODUCER'S COMPANY

BOND
FOR PAYMENT OF
LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES

STATE OF ALABAMA,
DALE COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That Wiregrass Construction Company, Inc.
8974 N. US Hwy 231, Ariton, AL 36311, as Principal, and,
Western Surety Company and Liberty Mutual Insurance Company, as Surety,
are held and firmly bound unto the DALE COUNTY COMMISSION, as Obligee, in the penal sum of
Six Hundred Ninety-Six Thousand, Three Hundred Thirteen and 24/100 Dollars
(\$ 696,313.24), for the payment of which well and truly to be made, we hereby bind ourselves,
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of PATCHING, WIDENING, SPOT LEVELING, RESURFACING, AND STRIPING CR-20 FROM COUNTY ROAD 18 TO COUNTY ROAD 59 in DALE County, Alabama, to-wit: known as Project No. ST-023-888-009, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor, material, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

Page 2 of 2
LABOR, MATERIALS, FEED-STUFFS, & SUPPLIES BOND
PROJECT NO.: ST-023-888-009

The decision of said Obligees designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: Wiregrass Construction Company, Inc.
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) *James Owens*
Contractor's Signature **James Owens**
Vice President

Title/Address

(X) *Jamey Padgett*
Witness **Jamey Padgett**
Assistant Secretary

Title

By: (X) _____
Contractor's Signature

Title/Address

(X) _____
Witness

Title

By: (X) _____
Contractor's Signature

Title/Address

(X) _____
Witness

Title

Western Surety Company and Liberty Mutual Insurance Company

NAME OF SURETY
BY: *Renee Ellis*
Renee Ellis ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Renee Ellis 041779
Producer's Name License No.
2601 Bell Road, Montgomery, AL 36117
Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and complete address below including PRODUCER'S COMPANY

Renee Ellis
Turner Insurance & Bonding Company

2601 Bell Road, Montgomery, AL 36117
PRODUCER'S COMPANY

Western Surety Company

Exhibit 1

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, Joshua Price, 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 6th day of January, 2022.

WESTERN SURETY COMPANY



Paul T. Bruflat

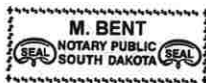
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2022, 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

March 2, 2026



M. Bent

M. Bent, Notary Public

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 _____, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8206786-016010

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, Billie Jo Sanders; David J. Durden; Joshua Price; Milton A. Kopf; Paul B. Scott Jr.; Renee Ellis; Thomas J. Gentile

all of the city of Montgomery state of AL 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 10th day of November, 2021.



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

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ___ day of ___, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.