

Fire Damage Repair  
Cabin #3 and Cabin #12  
Cabwaylingo State Forest  
Dunlow, WV

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL 1

Name of Bidder:

Past Respects, LLC

Address of Bidder:

821 Johnson Creek  
Walton WV 25286

Phone Number of Bidder:

304.577.6217

WV Contractors License No.

039347

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**BASE BID:**

To perform all work indicated in the specifications in compliance with the bidding documents:

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents,  
Written in numbers.

\$19,400

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents,  
Written in words.

nineteen-thousand four-hundred dollars

RECEIVED

2014 DEC 30 AM 9:22

**UNIT PRICE:**

Provide a hourly unit price for labor to provide masonry repairs to the chimney at Cabin 12 as described in the specifications. Provide also a maximum mark up on materials necessary for the repairs to the chimney of Cabin 12.

Unit Price: Provide unit price for labor as described above.

\$62/hr

Written in numbers.

Unit Price: Provide unit price for labor as described above.

sixty-two dollars per hour

Written in words.

Unit Price: Provide unit price for material mark up as described above.

15%

Written in numbers.

Unit Price: Provide unit price for material mark up as described above.

fifteen percent

Written in words.

The award of the contract will be based on the base bid plus arbitrary units of 10 hours of labor and \$200 of materials applied to the unit prices indicated above.

Signature of Bidder

*Shawn J. Mager*

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

#71612672

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Past Respects, LLC  
of 821 Johnson Creek Road, Walton, VA 25286, as Principal, and Western Surety Company  
of PO Box 5077, Sioux Falls, SD 57117, a corporation organized and existing under the laws of the State of  
South Dakota with its principal office in the City of Sioux Falls, SD, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of 5% of Bid Amount (\$ 5% of Bid Amount) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Fire Damage Repair - Cabin #3 and #12, Cabwaylingo State Forest, Dunlow, WV

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligees may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 30th day of December, 20 14.

Principal Seal

Past Respects, LLC  
(Name of Principal)  
By Sheila Mages  
(Must be President, Vice President, or  
Duly Authorized Agent)  
President  
(Title)

Surety Seal

Western Surety Company  
(Name of Surety)  
Patricia A. Tinsman  
Patricia A. Tinsman, Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

# POWER OF ATTORNEY

Know All Men by These Presents:

(Irrevocable)

No. SP- 43398504

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
JOHN D WEISBROT	PATRICIA A TINSMAN

in the City of PIPERSVILLE, State of PENNSYLVANIA, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

**ONE CONTRACT SURETY: BID, PERFORMANCE AND PAYMENT BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (\*\*1,000,000.00).**

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of AUGUST 31, 2019, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "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, any 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."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 12th day of November, 2012.

WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss.

On this 12th day of November, in the year 2012, before me, a Notary Public, personally appeared Paul T. Bruffat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

**S. PETRIK**  
NOTARY PUBLIC  
SOUTH DAKOTA  
My Commission Expires August 11, 2016

S. Petrik  
Notary Public, South Dakota

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this \* 30th day of December, 2014

WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Vice President

**\*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

Form 749-11-2012

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy. →

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2013**

ASSETS

Bonds	\$1,724,685,206
Stocks	23,751,064
Cash and short-term investments	15,700,560
Investment income due and accrued	20,454,904
Uncollected premiums and agents' balances	42,288,900
Net deferred tax asset	20,676,332
Other assets	8,794,561
<b>Total Assets</b>	<u><u>\$1,856,351,527</u></u>

LIABILITIES AND SURPLUS

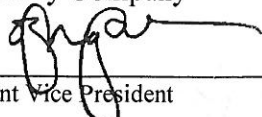
Losses	\$307,482,238
Reinsurance payable on paid losses and loss adjustment expenses	5,583,589
Loss adjustment expense	59,547,344
Contingent and other commissions payable	5,935,659
Unearned premiums	252,195,516
Advance premiums	5,072,293
Payable to parent, subsidiaries and affiliates	7,650,063
Other liabilities	7,270,652
<b>Total Liabilities</b>	<u><u>650,737,354</u></u>

Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	280,071,836
Unassigned funds	921,542,337
Surplus as regards policyholders	\$1,205,614,173
<b>Total Liabilities and Capital</b>	<u><u>\$1,856,351,527</u></u>



I, OJ B. Magana, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2013, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By   
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2014.

My commission expires:



  
Notary Public

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNR150000035**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

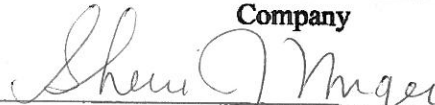
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Past Respectg, LLC

Company



Authorized Signature

12/29/14

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV039347

**Classification:**

GENERAL BUILDING

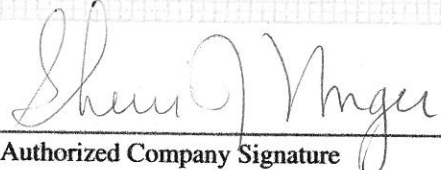
PAST RESPECTS LLC  
DBA PAST RESPECTS LLC  
821 JOHNSON CREEK RD  
WALTON, WV 25286


**Date Issued**

**Expiration Date**

AUGUST 08, 2014

AUGUST 08, 2015

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**COUNTY OF Roane, TO-WIT:**

I, Sherri Unger, after being first duly sworn, depose and state as follows:

1. I am an employee of Past Respects, LLC; and,  
(Company Name)
2. I do hereby attest that Past Respects, LLC  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

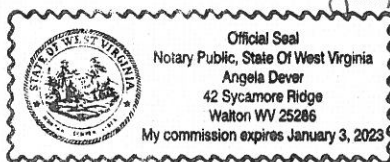
The above statements are sworn to under the penalty of perjury.

By: *Sherri Unger*  
 Title: President  
 Company Name: Past Respects, LLC  
 Date: 12/29/14

Taken, subscribed and sworn to before me this 30th day of December, 2014.

By Commission expires January 3, 2023

(Seal)



*Angela Dever*  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Past Respects, LLC

Authorized Signature: [Signature] Date: 12/29/ 2014

State of WV

County of Roane, to-wit:

Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of December, 2014.

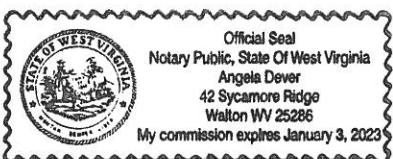
My Commission expires January 3, 2023.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]

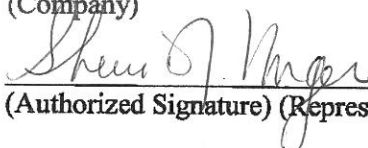
*Purchasing Affidavit (Revised 07/01/2012)*



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Past Respects, LLC  
(Company)

 Sherri Unger, President  
(Authorized Signature) (Representative Name, Title)

304.577.6217 304.577.9217 12/29/14  
(Phone Number) (Fax Number) (Date)