

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Past Respects, LLC
Contractor's License No.: WV- WV039347

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

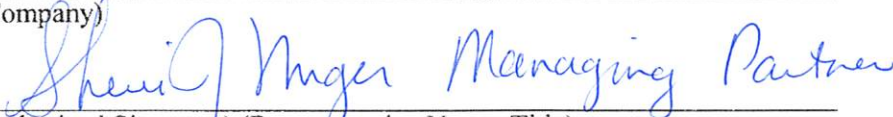
ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 Sherri J. Unger, Managing Partner
(Name, Title)
 Sherri J. Unger, Managing Partner
(Printed Name and Title)
 412 Church Street Spencer WV 25276
(Address)
 304-927-1717
(Phone Number) / (Fax Number)
 sherri @pastrespects.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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)
 
(Authorized Signature) (Representative Name, Title)

 Sherri J. Unger, Managing Partner
(Printed Name and Title of Authorized Representative)

 November 20, 2018
(Date)

 304-927-1717
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DNR 19*53

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.

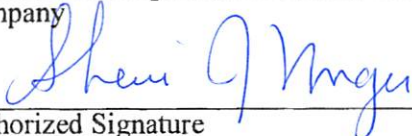
Addendum Numbers Received:

(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 Respects, LLC
Company


Authorized Signature

November 20, 2018
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP – REHABILITATION AND RENOVATION OF SEVEN (7) CABINS**

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Babcock State Park to establish a contract for the rehabilitation and renovation of seven (7) cabins.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 “Construction Services” means the rehabilitation and renovation of seven (7) cabins as more fully described in the Project Plans.

2.2 “Pricing Page” means the form on which Vendor should list its proposed bid, and is attached hereto as Exhibit A.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

4. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. Experience: Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP – REHABILITATION AND RENOVATION OF SEVEN (7) CABINS**

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency’s facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.

11.5. Vendor shall inform all staff of Agency’s security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Sherri J. Unger

Telephone Number: 304-927-1717

Fax Number: n/a

Email Address: sherri@pastrespects.com

Project Name: Cabin Modernization-Babcock State Park Group 2

WV Division of Natural Resources

Parks and Recreation Section

Cabin Modernizations

Babcock State Park
(Group 2)

Project Manual

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP GROUP 2 – REHABILITATION AND RENOVATION OF SEVEN (7)
CABINS**

**Pricing Page
Exhibit A**

Name of Vendor:

Past Respects, LLC

Address of Vendor:

412 Church Street
Spencer WV 25276

Phone Number of
Vendor:

304-927-1717

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 vendors, 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

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

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

No Base Bid - Only Alternate

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

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP GROUP 2 – REHABILITATION AND RENOVATION OF SEVEN (7)
CABINS**

**Pricing Page
Exhibit A**

Additive Alternate 1:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 1** shall be indicated in the space below.

Additive Alternate 1:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

n/a

Additive Alternate 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Additive Alternate 2:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 2** shall be indicated in the space below.

Additive Alternate 2:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

n/a

Additive Alternate 2:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP GROUP 2 – REHABILITATION AND RENOVATION OF SEVEN (7)
CABINS**

**Pricing Page
Exhibit A**

Additive Alternate 3:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 3** shall be indicated in the space below.

Additive Alternate 3:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$450 log splice (notch to end) \$1,880 half log replacement (not including past notch) \$150/linear ft log repair in place

Additive Alternate 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Four hundred fifty dollars Eighteen hundred eighty dollars One hundred fifty dollars

Additive Alternate 4:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 4** shall be indicated in the space below.

Additive Alternate 4:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$64,925

Additive Alternate 4:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Sixty-four thousand nine hundred twenty five dollars
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**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP GROUP 2 – REHABILITATION AND RENOVATION OF SEVEN (7)
CABINS**

**Pricing Page
Exhibit A**

Additive Alternate 5:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 5** shall be indicated in the space below.

Additive Alternate 5:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$4,275

Does not include any substructure work to rectify the observed settlement issue

Additive Alternate 5:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Four thousand two hundred seventy five dollars

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **



**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 J. 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 written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

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



Printed Name: Sherri J. Unger

Signature: *Sherri J. Unger*

Title: Managing Partner

Company Name: Past Respects, LLC

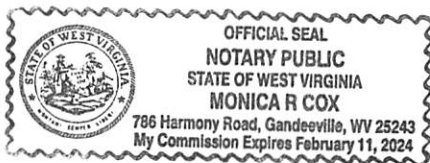
Date: November 20, 2018

Taken, subscribed and sworn to before me this 20th day of November, 2018.

By Commission expires Feb. 11, 2024

(Seal)

Monica R Cox
(Notary Public)



State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code § 21-1D-7b**, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

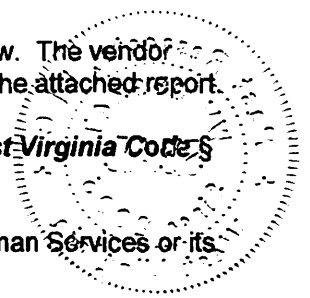
Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.



Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: *Shirley J. Meyer* Date: November 20, 2018

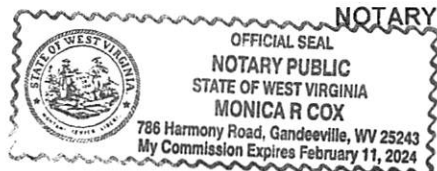
State of West Virginia

County of Roane, to-wit:

Taken, subscribed, and sworn to before me this 20th day of November, 2018.

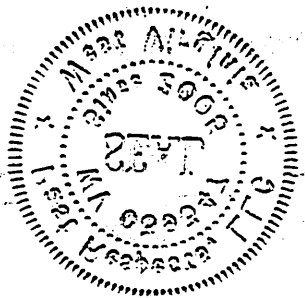
My Commission expires Feb. 11, 2024.

AFFIX SEAL HERE

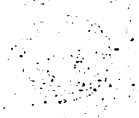


NOTARY PUBLIC

Monica R Cox



ALBANY, N.Y.
SEP 14 1966
POST OFFICE



Bond Number: 72098597

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Past Respects, LLC
of 412 Church Street, Spencer, WV 25276, as Principal, and Western Surety Company
of 151 North Franklin, 17 Floor, Chicago, IL 60606, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, 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 Cabin Modernization - Babcock State Park Group 2

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 Obligee 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 20th day of November, 2018.

Principal Seal

Past Respects, LLC
(Name of Principal)
By Shawn J. Mager
(Must be President, Vice President, or
Duly Authorized Agent)
Managing Partner
(Title)

Western Surety Company
(Name of Surety)
John D. Weisbrot
Attorney-in-Fact
John D. Weisbrot, 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.

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Lower section of faint, illegible text, possibly a signature block or closing.



ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

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2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Sherri J. Unger, Managing Partner
(Name, Title)
Sherri J. Unger, Managing Partner
(Printed Name and Title)
412 Church Street Spencer WV 25276
(Address)
304-927-1717
(Phone Number) / (Fax Number)
sherri @pastrespects.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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)


(Authorized Signature) (Representative Name, Title)

Sherri J. Unger, Managing Partner
(Printed Name and Title of Authorized Representative)

November 20, 2018
(Date)

304-927-1717
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR 19*53

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 Respects, LLC
Company

Shawn J. Mager
Authorized Signature

November 20, 2018
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP – REHABILITATION AND RENOVATION OF SEVEN (7) CABINS**

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Babcock State Park to establish a contract for the rehabilitation and renovation of seven (7) cabins.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 “Construction Services” means the rehabilitation and renovation of seven (7) cabins as more fully described in the Project Plans.

2.2 “Pricing Page” means the form on which Vendor should list its proposed bid, and is attached hereto as Exhibit A.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

4. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. Experience: Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP – REHABILITATION AND RENOVATION OF SEVEN (7) CABINS**

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Sherri J. Unger

Telephone Number: 304-927-1717

Fax Number: n/a

Email Address: sherri@pastrespects.com

Project Name: Cabin Modernization-Babcock State Park Group 2

WV Division of Natural Resources

Parks and Recreation Section

Cabin Modernizations

**Babcock State Park
(Group 2)**

Project Manual

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP GROUP 2 – REHABILITATION AND RENOVATION OF SEVEN (7)
CABINS**

**Pricing Page
Exhibit A**

Name of Vendor:

Past Respects, LLC

Address of Vendor:

412 Church Street
Spencer WV 25276

Phone Number of
Vendor:

304-927-1717

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 vendors, 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

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

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

No Base Bid - Only Alternate

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

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP GROUP 2 – REHABILITATION AND RENOVATION OF SEVEN (7)
CABINS**

**Pricing Page
Exhibit A**

Additive Alternate 1:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 1** shall be indicated in the space below.

Additive Alternate 1:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

n/a

Additive Alternate 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Additive Alternate 2:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 2** shall be indicated in the space below.

Additive Alternate 2:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

n/a

Additive Alternate 2:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP GROUP 2 – REHABILITATION AND RENOVATION OF SEVEN (7)
CABINS**

**Pricing Page
Exhibit A**

Additive Alternate 3:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 3** shall be indicated in the space below.

Additive Alternate 3:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$450 log splice (notch to end) \$1,880 half log replacement (not including past notch) \$150/linear ft log repair in place

Additive Alternate 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Four hundred fifty dollars Eighteen hundred eighty dollars One hundred fifty dollars

Additive Alternate 4:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 4** shall be indicated in the space below.

Additive Alternate 4:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$64,925

Additive Alternate 4:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Sixty-four thousand nine hundred twenty five dollars
--

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP GROUP 2 – REHABILITATION AND RENOVATION OF SEVEN (7)
CABINS**

**Pricing Page
Exhibit A**

Additive Alternate 5:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 5** shall be indicated in the space below.

Additive Alternate 5:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$4,275

Does not include any substructure work to rectify the observed settlement issue

Additive Alternate 5:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Four thousand two hundred seventy five dollars

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **



**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 J. 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 written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

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

Printed Name: Sherri J. Unger

Signature: *Sherri J. Unger*

Title: Managing Partner

Company Name: Past Respects, LLC

Date: November 20, 2018



Taken, subscribed and sworn to before me this 20th day of November, 2018.

By Commission expires Feb. 11, 2024

(Seal)

Monica R Cox
(Notary Public)



State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

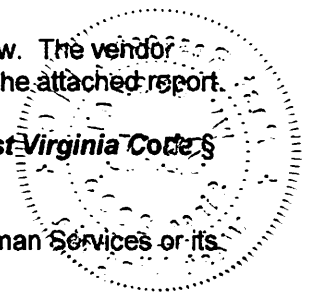
Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.



Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: *Shirley J. Meyer* Date: November 20, 2018

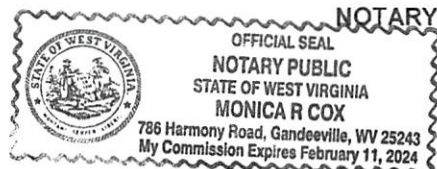
State of West Virginia

County of Roane, to-wit:

Taken, subscribed, and sworn to before me this 20th day of November, 2018.

My Commission expires Feb. 11, 2024.

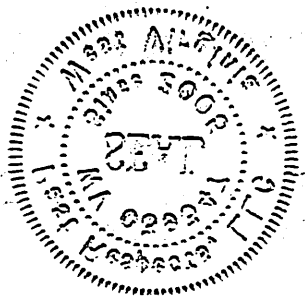
AFFIX SEAL HERE



NOTARY PUBLIC

Monica R Cox

Purchasing Affidavit (Revised 01/19/2018)



NEW YORK, N.Y.
SEP 14 1952
1452

Bond Number: 72098597

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Past Respects, LLC
of 412 Church Street, Spencer, WV 25276, as Principal, and Western Surety Company
of 151 North Franklin, 17 Floor, Chicago, IL 60606, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, 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 Cabin Modernization - Babcock State Park Group 2

NOW THEREFORE,

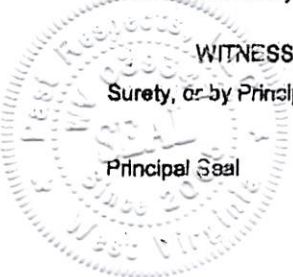
(a) If said bid shall be rejected, or

(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 Obligee 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 20th day of November, 2018.

Principal Seal



Past Respects, LLC

(Name of Principal)

By

Shawn J. Mager
(Must be President, Vice President, or
Duly Authorized Agent)

Managing Partner
(Title)

Western Surety Company

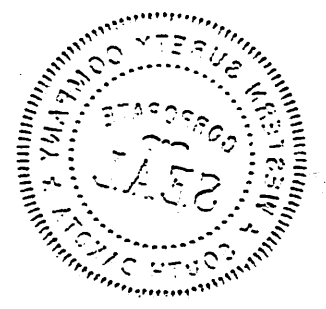
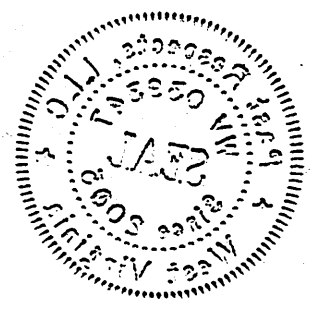
(Name of Surety)

John D. Weisbrof

Attorney-in-Fact
John D. Weisbrof, 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.





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

John D Weisbrot, Patricia A Tinsman, Individually

of Pipersville, PA, 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 1st day of August, 2018.



WESTERN SURETY COMPANY

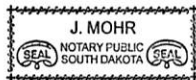
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of August, 2018, 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

June 23, 2021



J. Mohr
J. Mohr, 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 20th day of November, 2018.



WESTERN SURETY COMPANY

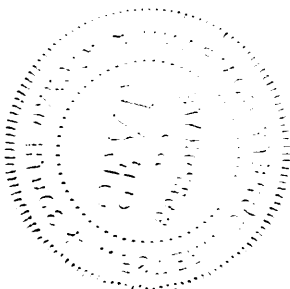
L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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.



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2017

ASSETS

Bonds	\$ 1,895,156,151
Stocks	28,408,086
Cash, cash equivalents, and short-term investments	24,679,133
Receivables for securities	7,500,016
Investment income due and accrued	22,426,771
Premiums and considerations	37,932,713
Amounts recoverable from reinsurers	1,562,035
Current federal and foreign income taxes recoverable from CNA Financial Corporation	3,481,084
Net deferred tax asset	10,688,834
Receivable from parent, subsidiaries, and affiliates	11,647,470
Other assets	10,215
Total Assets	\$ 2,043,492,508

LIABILITIES AND SURPLUS

Losses	\$ 201,046,845
Loss adjustment expense	57,918,199
Commissions payable, contingent commissions and other similar charges	10,047,343
Other expenses (excluding taxes, license and fees)	943,877
Taxes, License and fees (excluding federal and foreign income taxes)	3,447,669
Unearned premiums	223,752,269
Advance premiums	5,436,181
Ceded reinsurance premiums payable	1,720,726
Amounts withheld or retained by company for account of others	7,338,456
Provision for reinsurance	239,534
Payable to parent, subsidiaries and affiliates	12,934
Payable on security transactions	4,000,000
Other liabilities	367,837
Total Liabilities	\$ 516,271,870

Surplus Account:	
Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,243,148,801
Surplus as regards policyholders	\$ 1,527,220,637
Total Liabilities and Capital	\$ 2,043,492,508

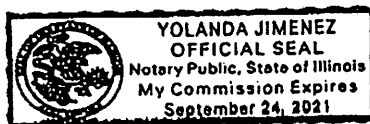
I, Troy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2017, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

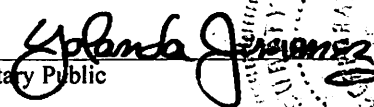
Western Surety Company

By 
Assistant Vice President

Subscribed and sworn to me this 8th day of March, 2018.

My commission expires:




Notary Public

