



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV008975

**CLASSIFICATION:**

ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
HVAC  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL  
SPECIALTY  
FENCING

RECEIVED

2024 DEC 10 PM 12:41

WV PURCHASING  
DIVISION

BPI INC  
DBA BPI INC  
PO BX 7  
WINFIELD, WV 25213-9669

DATE ISSUED

EXPIRATION DATE

OCTOBER 2, 2024

OCTOBER 2, 2025

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	<b>CONTACT NAME:</b> Jeff O'Dell <b>PHONE (A/C, No, Ext):</b> 304-357-4520 <b>E-MAIL ADDRESS:</b> jeffodell@friedlandercompany.com <b>FAX (A/C, No):</b> 304-345-8724												
<b>INSURED</b> BPI Inc, PO Box 315 Teays WV 25569	<b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td><b>INSURER A :</b> Encova Insurance</td><td><b>NAIC #</b> 12372</td></tr><tr><td><b>INSURER B :</b> Westfield Insurance</td><td><b>NAIC #</b> 24112</td></tr><tr><td><b>INSURER C :</b> Scottsdale Insurance Company</td><td><b>NAIC #</b> 41297</td></tr><tr><td><b>INSURER D :</b></td><td></td></tr><tr><td><b>INSURER E :</b></td><td></td></tr><tr><td><b>INSURER F :</b></td><td></td></tr></table>	<b>INSURER A :</b> Encova Insurance	<b>NAIC #</b> 12372	<b>INSURER B :</b> Westfield Insurance	<b>NAIC #</b> 24112	<b>INSURER C :</b> Scottsdale Insurance Company	<b>NAIC #</b> 41297	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER E :</b>													
<b>INSURER F :</b>													

**COVERAGES****CERTIFICATE NUMBER:** 199690980**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CMM121973J	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CMM121973J	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMM121973J XLS2001248	1/1/2024 1/1/2024	1/1/2025 1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WCN6008036	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

I, J. Christian Wells, after being first duly sworn, depose and state as follows:

1. I am an employee of BPI, Inc.; and,  
 (Company Name)
2. I do hereby attest that BPI, Inc.  
 (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: J. Christian Wells

Signature: 

Title: President

Company Name: BPI, Inc.

Date: 12/10/2024

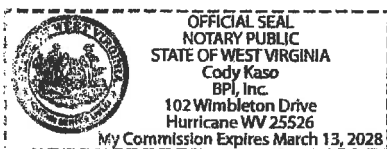
STATE OF WEST VIRGINIA,


COUNTY OF Putnam, TO-WIT:

Taken, subscribed and sworn to before me this 10th day of December, 2024.

By Commission expires March 13, 2028

(Seal)



  
 (Notary Public)

**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.

(Printed Name and Title) J. Christian Wells - President

(Address) PO Box 7, Winfield, WV 25213

(Phone Number) / (Fax Number) (304)760-8909 ext. 4

(email address) cwells@bpi-gc.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

BPI, Inc.

(Company)

(Signature of Authorized Representative)

J. Christian Wells - President

(Printed Name and Title of Authorized Representative) (Date)

(304)760-8909 ext. 4

(Phone Number) (Fax Number)

cwells@bpi-gc.com

(Email Address)

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0310 DNR 2500000006

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)*

☒ Addendum No. 1

☐ Addendum No. 2

☐ Addendum No. 3

☐ Addendum No. 4

☐ Addendum No. 5

☐ Addendum No. 6

☐ Addendum No. 7

☐ Addendum No. 8

☐ Addendum No. 9

☐ 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.

**BPI, Inc.**

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

**12/10/2024**

\_\_\_\_\_  
Date

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

REQUEST FOR QUOTATION  
Hawks Next State Park  
Upper and Lower Tram Terminals  
Construction

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**14. MISCELLANEOUS:**

**14.1. 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:** J. Christian Wells

**Telephone Number:** (304)760-8909 ext. 4

**Fax Number:** N/A

**Email Address:** cwells@bpi-gc.com

**14.2. Owner's Representative:** Owner's representative for notice purposes is

**Name:** \_\_\_\_\_Matthew Yeager\_\_\_\_\_

**Telephone Number:** \_\_\_304 558 2764\_\_\_\_\_

**Fax Number:** \_\_\_\_\_304 558 0077\_\_\_\_\_

**Email Address:** matt.j.yeager@wv.gov

**15. Initial Decision Maker:** \_\_\_\_\_Rick Colebank, PE\_\_\_\_\_, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

EXHIBIT A – PRICING PAGE  
**Hawks Nest State Park  
Tramway Replacement Project  
Upper and Lower Tramway Terminals**

Name of Vendor:

BPI, Inc.

Address of Vendor:

PO Box 7  
Winfield, WV 25213

Phone Number of  
Vendor:

(304)760-8909 ext. 4

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and 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.

**“A” Base Bid**

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

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

\$2,400,000.00

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

Two Million Four Hundred Thousand and 00/100 Dollars.

**Deductive Alternate**

The Alternate Bid shall consist of all the work described in the Project Manual but constructed without the roof coverings. The purpose of the deductive alternate is to construct the project as originally described but without the roof coverings at the upper and lower terminals.

**“B” Alternate No. 1** Provide a deductive amount to remove the roof coverings planned in the drawings from each terminal.

EXHIBIT A – PRICING PAGE  
Hawks Nest State Park  
Tramway Replacement Project  
Upper and Lower Tramway Terminals

**Total Alternate No. 1 Bid:**  
“B” Provide a deductive  
amount to remove the roof  
coverings planned in the  
drawings. **Written in  
numbers.**

\$338,000.00

**Total Alternate No. 1 Bid:**  
“B” Provide a deductive  
amount to remove the roof  
coverings planned in the  
drawings.  
**Written in words.**

Three Hundred Thirty Eight Thousand and 00/100 Dollars.

**Total Bid Amount is the TOTALS of A - B =**

**\$2,062,000.00**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, BPI, Inc.  
of P. O. Box 315, Teays, WV 25569, as Principal, and Ohio Farmers Insurance Company  
of P. O. Box 5001, Westfield Center, OH 44251, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, in the penal sum of Five Percent of Total Bid Amount (\$ 5%) 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  
**DNR2500000006: Hawks Nest State Park Tramway Upper and Lower Terminal**

**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 Obligor 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 10th day of December, 20 24.

Principal Seal

BPI, Inc.

(Name of Principal)

By 

(Must be President, Vice President, or  
Duly Authorized Agent)

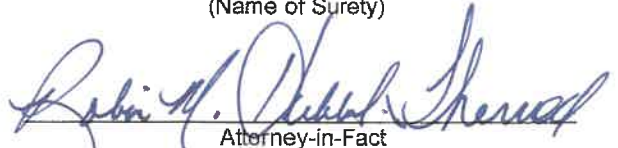
President

(Title)

Surety Seal

Ohio Farmers Insurance Company

(Name of Surety)

  
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.**

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 4752402 00

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**RICHARD L. HIGGINBOTHAM, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, LISA G. ASBURY, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **01st** day of **MAY** A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **01st** day of **MAY** A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **10th** day of **December** A.D., 2024.



**Frank A. Carrino, Secretary**