



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Purchase Order

Order Date: 10-05-2021

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0310 6546 DNR2100000004 4	Procurement Folder:	809923
Document Name:	White Horse Mt WMA New Headquarters Construction	Reason for Modification:	Change Order No. 02 issued to extend and increase contract as per the attached documentation.
Document Description:	Change Order No. 02		
Procurement Type:	Central Purchase Order		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-07-07
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-05-02

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000173354 HIGH POINT CONSTRUCTION GROUP LLC PO BOX 577 BUCKHANNON WV 26201 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: James H Adkins Requestor Phone: (304) 558-3397 Requestor Email: jamie.h.adkins@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

10-6-21
BAT

Total Order Amount: \$735,500.00

Purchasing Division's File Copy

ENTERED

10-5-2021

PURCHASING DIVISION AUTHORIZATION DATE: Linda Harper 10/6/2021 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: John S. Gray ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: Robert M. Rasmussen 10/15/2021 ELECTRONIC SIGNATURE ON FILE
---	--	---

10/14/2021

Extended Description:

Change Order

Change Order No. 02 issued to extend and increase the original contract according to all terms, conditions, and specifications contained in the original contract including all authorized change orders. The contract (unit prices, hourly rates, annual fee, etc.) is increased as defined in the attached documentation.

Effective date of extension: 03/04/2022 - 05/02/2022.

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

NO OTHER CHANGES.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72120000	0.00000		0.000000	698500.00
Service From	Service To	Manufacturer	Model No		
2021-07-07	2022-05-02				

Commodity Line Description: Building Construction Services

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72120000	0.00000		0.000000	37000.00
Service From	Service To	Manufacturer	Model No		
2021-07-07	2022-05-02				

Commodity Line Description: Change Order No. 02

Extended Description:

Construction of White Horse Mountain WMA New Headquarters building.



APPROVED
10/1/21

DIVISION OF NATURAL RESOURCES
PLANNING, ENGINEERING AND MAINTENANCE
324 4th Avenue
South Charleston, West Virginia 25303-1228
Telephone 304-558-2764
Fax 304-558-0077

Stephen S. McDaniel, Director

To: Jamie Adkins, 
Chief Procurement Officer

From: Brad Leslie, PE
Chief Engineer 

Re: White Horse Mountain WMA
CPO DNR21*04
Change order #2

Date: September 15, 2021

Please accept the following justification for the referenced change order.

It has become apparent that a bridge on the county road leading to this site cannot accommodate construction traffic without potentially destroying the bridge. In order to proceed expeditiously with the construction project authorized by the referenced purchase order, we must provide a temporary bridge. This bridge will be removed when the project is complete. The existing bridge will ultimately be replaced by the Division of Highways.

This agency believes that the cost provided by the contractor is fair and reasonable. To delay further with the contract will cost the contractor and ultimately the state significantly in time and money.

This solution allows the agency to move forward with the contract and will allow private landowners access to the road during construction.



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)
White Horse Mountain WMA
New Headquarters Construction
CRFO 0310 DNR2100000004

CONTRACT INFORMATION:
Contract For: General Construction
Date: July 7, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 2
Date: July 22, 2021

OWNER: (Name and address)
WV Division of Natural Resources
324 4th Avenue
South Charleston, WV 25305

ARCHITECT: (Name and address)
Chapman Technical Group
200 Sixth Avenue
Saint Albans, WV 25177

CONTRACTOR: (Name and address)
High Point Construction
PO Box 577
Buckhannon, WV 26201

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Provide temporary bridge access to job site.

The original Contract Sum was	\$	698,500.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	698,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$	37,000.00
The new Contract Sum including this Change Order will be	\$	735,500.00

The Contract Time will be increased by sixty (60) days.

The new date of Substantial Completion will be May 2, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Chapman Technical Group

ARCHITECT (Firm name)

Phillip A. Warner

SIGNATURE

Phillip A. Warnock, AIA
Project Architect

PRINTED NAME AND TITLE

7/22/2021

DATE

High Point Construction

CONTRACTOR (Firm name)

David Smith

SIGNATURE

David Smith
General Manager

PRINTED NAME AND TITLE

8/10/2021

DATE

WV Division of Natural Resources

OWNER (Firm name)

Stephen McDaniels

SIGNATURE

Stephen McDaniels
Director

PRINTED NAME AND TITLE

9/22/2021

DATE



**Chapman
Technical
Group**
a division of
GRW

July 22, 2021

Mr. Mark Proctor
WV Division of Natural Resources
324 4th Avenue
South Charleston, West Virginia 25303

Re: White Horse WMA

Dear Mr. Proctor:

At the request of WVDNR, the contractor for the White Horse WMA Storage Building project has submitted a change order proposal for providing a temporary bridge to the site. This is necessary because the existing bridge is the sole route to the site and is not rated to withstand the loading required to get vehicles, materials, and equipment across it. We have reviewed the cost proposal and believe it to be fair and reasonable. Attached are the pertinent documents to process the change order.

Sincerely,

CHAPMAN TECHNICAL GROUP

Phillip A. Warnock, AIA, NCARB
Project Architect

200 Sixth Avenue
Saint Albans, WV 25177

304.727.5501
304.727.5580 Fax

Buckhannon, WV
Lexington, KY

www.chaptech.com



July 7, 2021

Whitehorse WMA
Attention: Mark Proctor


RE: CHANGE ORDER REQUEST #2

Mr. Proctor,

We are submitting change order request #1 for the above reference project. High Point Construction proposes to build a temporary bridge crossing over the existing bridge. The temporary bridge will consist of 6 - 12" HP12x53 beams spanning approximately 35', with a rough-cut timber deck. Safety barriers will be placed on each side of the bridge. The approaches on each end will be built up with stone. In order to perform the work, the bridge crossing will be closed for at least 1 day, possibly 2. The local residents will need to be made aware of this temporary closure. At the completion of the project, High Point will dismantle the bridge and stone approaches and the bridge and all its components will remain the permanent possession of High Point Construction.

The cost for this work is \$37,000.00. High Point requests a 60 day time extension to the contract to perform this work.

Sincerely,



David J. Smith
General Manager

DNR2100000004
Bond #107386243
White Horse Mountain

RIDER INCREASING OR DECREASING PENALTY OF BOND

To be attached to and form part of Performance and Payment Bonds for WVDNR White Horse Mountain WMA
(Description of Bond) Storage Building

Bond No. 107386243 issued on behalf of High Point Construction Group, LLC
as Principal in favor of WV Division of Natural Resources
324 4th Avenue, South Charleston WV 25303

Obligee.

Travelers Casualty and Surety Company of America, (hereinafter called the Company) hereby increases
the penalty from Six Hundred Ninety Eight Thousand Five Hundred Dollars and No Cents 698,500.00
DOLLARS (\$ 698,500.00),
to Seven Hundred Thirty Five Thousand Five Hundred Dollars and No Cents 735,500.00
DOLLARS (\$ 735,500.00),

subject to the covenants and conditions of said bond, except as herein stated.

This rider becomes effective on the 28th day of July, 2021, at
twelve and one minute o'clock AM standard time.

Signed and dated this 28th day of July, 2021.

High Point Construction Group, LLC

By T. K. Sh (member) ^{Principal}

ACCEPTED

WVDNR
By Buddy Foster Oblige
By _____

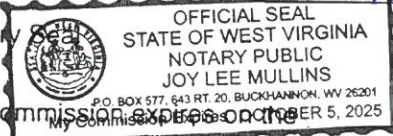
Travelers Casualty and Surety Company of America

By Sheila Midkiff
Sheila Midkiff, Attorney-in-Fact



ACKNOWLEDGEMENTS

Acknowledgement by Principal if individual or Partnership

1. STATE OF West Virginia
2. County of Upshur to-wit:
3. I, Joy Lee Mullins, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that Travis Shaw (Member)
- whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this 10th day of August 19 2021.
6. Notary Seal  7. Joy Lee Mullins (Notary Public)
8. My commission expires on the 5th day of October 19 2025.

Acknowledgement by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who, as _____ signed the foregoing writing for
14. _____ a corporation,
- has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 19 _____.
16. Notary Seal 17. _____ (Notary Public)
18. My commission expires on the _____ day of _____ 19 _____.

Acknowledgement by Surety

19. STATE OF West Virginia
20. County of Kanawha to-wit:
21. I, Cassie A. McClung, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Sheila Midkiff
23. who, as Attorney-In-Fact signed the foregoing writing for
24. Travelers Casualty and Surety Company of America a corporation,
- has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this 28th day of July 19 2021.
26. Notary Seal 27. Cassie A. McClung (Notary Public)
28. My commission expires on the 6th day of March 19 2022.

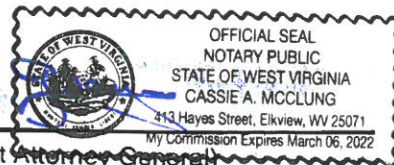
Sufficiency in Form and Manner
of Execution Approved

This 14th day of October 19 2021

Attorney General

By [Signature]

(Assistant Attorney General)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sheila Midkiff** of **CHARLESTON**, **West Virginia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

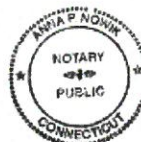
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **July**, **2021**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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: High Point Construction Group LLC

Authorized Signature: [Signature] Date: 8/10/21

State of West Virginia

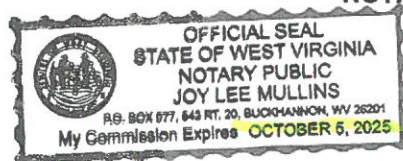
County of Upshur, to-wit:

Taken, subscribed, and sworn to before me this 10th day of August, 2021.

My Commission expires October 5, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC



[Signature]
Purchasing Affidavit (Revised 01/19/2018)

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

HIGH POINT CONSTRUCTION GROUP, LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	1/16/1997		1/16/1997	Domestic	Profit		1/16/2047	

Organization Information			
Business Purpose	2362 - Construction - Construction of Buildings - Nonresidential Building Construction (industrial, commercial & institutional building)		
Charter County	Upshur	Control Number	0
Charter State	WV	Excess Acres	
At Will Term	T	Member Managed	MBR
At Will Term Years	50	Par Value	
Authorized Shares		Young Entrepreneur	Not Specified

Addresses	
Type	Address
Designated Office Address	643 RT. 20 SOUTH ROAD BUCKHANNON, WV, 26201
Mailing Address	PO BOX 577 BUCKHANNON, WV, 26201 USA
Notice of Process Address	TIMOTHY B. CRITCHFIELD PO BOX 577 BUCKHANNON, WV, 26201
Principal Office Address	643 RT. 20 SOUTH RD. P.O. BOX 577 BUCKHANNON, WV, 26201 USA
Type	Address

Officers	
Type	Name/Address
Member	TIMOTHY B SHAW PO BOX 577 BUCKHANNON, WV, 26201
Member	TIMOTHY B. CRITCHFIELD PO BOX 577 BUCKHANNON, WV, 26201
Member	TRAVIS SHAW P.O. BOX 577 BUCKHANNON, WV, 26201
Member	BENJAMIN CRITCHFIELD P.O. BOX 577 BUCKHANNON, WV, 26201
Organizer	THOMAS K. SHAW 2 HIGH POINT DRIVE BUCKHANNON, WV, 26201
Organizer	TIMOTHY B. SHAW(1 OTHER) 1 HIGH POINT DRIVE BUCKHANNON, WV, 26201
Type	Name/Address

Annual Reports	
Filed For	
2021	