

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: BPI, Inc.

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0310 DNR 2500000008

BID OPENING DATE: see section 7

BID OPENING TIME: see section 7

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: 12/19/2024 @ 1:30 PM ET

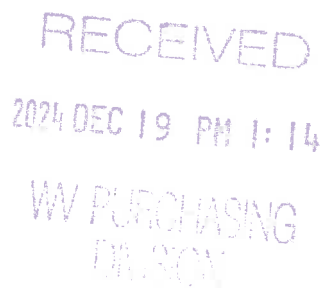
Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.





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

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)

1/25/2024

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).

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

COVERAGES

CERTIFICATE NUMBER: 935310523

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	Y	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	CMM121973J XLS2003409	1/1/2024 1/1/2024	1/1/2025 1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N 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)

Project: Beech Fork State Bath House Solicitation No: CRFP DNR2400000001 Vendor# 000000206691

State of WV is named as an Additional Insured with respect to work performed for them by the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

West Virginia Division of Natural Resources
324 4th Avenue
South Charleston WV 25303

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



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: 12/19/2024


STATE OF WEST VIRGINIA,

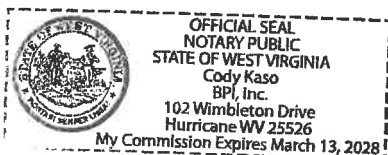
COUNTY OF Putnam, TO-WIT:

Taken, subscribed and sworn to before me this 19th day of December, 2024.

By Commission expires March 13, 2028

(Seal)


 (Notary Public)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DNR25*08

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.

BPI, Inc.

Company



Authorized Signature

12/19/2024

Date

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

Revised 6/8/2012

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 - 12/19/2024

(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.:

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

12/19/2024

Date

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

REQUEST FOR QUOTATION
ELK RIVER TRAIL HEADQUARTERS BUILDING

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish a contract for construction of a new State Park Headquarters Building at Elk River Trail State Park. WYK Associates, Inc. is serving as the Architect on this project.
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 Specification's Manual as defined below.
 - 2.1 **"Construction Services"** means construction of the new Headquarters Building at Elk River Trail State Park and all other work as more fully described in these specifications and the Specifications/Project Manual.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
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 [insert number of projects] projects that involved work similar to that described in the Specifications/Project Manual. 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

REQUEST FOR QUOTATION
ELK RIVER TRAIL HEADQUARTERS BUILDING

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.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.
8. **RETAINAGE:** Agency is entitled to withhold ten percent (10%) of each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.
9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by day 243 of the contract period and final completion by day 270 of the contract period. Failure to meet the deadlines established herein, unless extended by a change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

REQUEST FOR QUOTATION
ELK RIVER TRAIL HEADQUARTERS BUILDING

11. PROJECT PLANS: Copies of the project plans can be obtained by contacting the entity identified below.

Stephen M. Kelley, Associate AIA
WYK Associates, Inc.
205 Washington Avenue
Clarksburg, WV 26301
(304)624-6326
Email: www.wykarchitects.com

Digital copy of plans is free. Architect may charge a fee for paper copies.

Copies of project plans can be examined at the following locations

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074
Email: planroom@cawv.org

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014
Email: Luther@kvba.com

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126
Email: ceaplanroom@ceawv.com

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622
Email: pmcadesk@gmail.com

REQUEST FOR QUOTATION
ELK RIVER TRAIL HEADQUARTERS BUILDING

Ohio Valley Construction Employers Council
21 Armory Drive
Wheeling, WV 26003
Phone: 304-242-0520
Fax: 304-242-7261
Email: ovcec@ovcec.com

12. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

13. 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:

- 13.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 13.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 13.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 13.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 13.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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

Revised 10/22/2018

REQUEST FOR QUOTATION
ELK RIVER TRAIL HEADQUARTERS BUILDING

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

Name: Donald E. Bailey, Jr. PE

Telephone Number: (304) 558-2764

Fax Number: _____

Email Address: donald.e.bailey@wv.gov

15. Initial Decision Maker: WYK and Associates, Inc. Inc., the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

REQUEST FOR QUOTATION
ELK RIVER TRAIL HEADQUARTERS BUILDING

EXHIBIT A – Pricing Page

Name of Bidder:

BPI, Inc.

Address of Bidder:

PO Box 7
Winfield, WV 25213

Phone Number of Bidder:

(304)760-8909 ext. 4

WV Contractors License No.

WV008975

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose 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 all the work described and specified in the Bidding Documents, Construction Plans, and Project Manual/Construction Specifications as Base Bid.

Base Bid – Construction of the Elk River Trail Headquarters Building work as described. Base Bid includes grading of the driveway and parking lot up to – and including – the stone subbase.

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in numbers.

\$985,000

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in words.

Nine Hundred Eighty Five Thousand Dollars

REQUEST FOR QUOTATION
ELK RIVER TRAIL HEADQUARTERS BUILDING

Additive/Deductive Alternate Bids

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternates are selected by the Owner, the work described in the Additive Alternates shall be added to the Contract and the amount indicated for the Additive Alternates shall be added to the Base Bid. Amounts to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern. The Alternate Bids shall consist of all the work described and specified in the Bidding Documents, Construction Plans, and Project Manual/Construction Specifications as Alternates No. 1 and No. 2, respectively.

Alternate No. 1 – Asphalt pavement entrance drive and parking area. Alternate No. 1 includes painting/stripping, signage, parking blocks, etc., per plans. Provide a lump sum cost to be added to the Base Bid.

Total Alternate No. 1 Bid:
Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

\$60,000

Written in numbers.

Total Alternate No. 1 Bid:
Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Sixty Thousand Dollars

Written in words.

Alternate No. 2 – Simulated railroad section in front of Headquarters Building. Provide a lump sum cost to be added to the Base Bid.

Total Alternate No. 2 Bid:
Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

\$40,000

Written in numbers.

Total Alternate No. 2 Bid:
Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Forty Thousand Dollars.

Written in words.

The Bidder understands that the successful Bidder will be determined based upon the lowest Base Bid or the lowest combination of the Base Bid and the Additive Alternates as selected. Additive Alternates will be selected in the order presented.

Authorized Vendor Signature:



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, BPI, Inc.
of P. O. Box 7, Winfield, WV 25213, 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
DNR2500000008: Elk River Trail HQ Building Construction

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 19th day of December, 20 24.

Principal Seal

BPI, Inc.

(Name of Principal)

By 

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

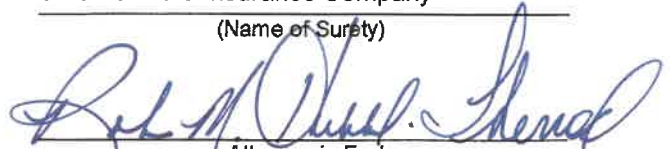
President

(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 **19th** day of **December** A.D., **2024**.



Frank A. Carrino, Secretary