




# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

 List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

**Procurement Folder:** 43733

**SO Doc Code:** CRFQ

**Procurement Type:** Central Purchase Order

**SO Dept:** 0310

**Vendor ID:**  

**SO Doc ID:** DNR1500000034

**Legal Name:** LYTLE CONSTRUCTION CORP

**Published Date:** 12/18/14

**Alias/DBA:**

**Close Date:** 1/6/15


**Total Bid:** \$367,939.00

**Close Time:** 13:30

**Response Date:**  

**Status:** Closed

**Response Time:**

**Solicitation Description:**  

**Total of Header Attachments:** 0

**Total of All Attachments:** 0



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

**State Of West Virginia  
 Solicitation Response**

**Proc Folder :** 43733

**Solicitation Description :** ADDENDUM NO 3-Blackwater Falls Lodge 2nd Floor Upgrades

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-01-06 13:30:00	SR 0310 ESR01061500000001554	1

**VENDOR**

000000170852  
 LYTLE CONSTRUCTION CORP

**FOR INFORMATION CONTACT THE BUYER**

Dean Wingerd  
 (304) 558-0468  
 dean.c.wingerd@wv.gov

**Signature X** **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Nonresidential building construction services				\$45,000.00

Comm Code	Manufacturer	Specification	Model #
72120000			

**Extended Description :** THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, PARKS AND RECREATION, IS SOLICITING BIDS TO PROVIDE ALL MATERIAL, LABOR, SUPPLIES AND EQUIPMENT NECESSARY FOR RENOVATIONS AND UPGRADES TO PLUMBING AND ELECTRICAL SYSTEMS AND OTHER RELATED WORK AT BLACKWATER FALLS LODGE, BLACKWATER FALLS STATE PARK IN DAVIS, WEST VIRGINIA PER THE ATTACHED DOCUMENTATION.

**Blackwater Falls Lodge 2<sup>nd</sup> Floor Upgrades  
Blackwater Falls State Park  
Davis, WV**

**Form of Proposal**

**Page 1 of 2**

Name of Bidder:

Lytle Construction Corporation

Address of Bidder:

102 Blerer Ln  
Morgantown WV 26508

Phone Number of Bidder:

304-291-3578

WV Contractors License No.

WV028456

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

**BID:**

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in numbers.

367,939.00

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in words.

Three hundred sixty-seven thousand nine hundred thirty nine

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid

**Blackwater Falls Lodge 2<sup>nd</sup> Floor Upgrades  
Blackwater Falls State Park  
Davis, WV**

**Form of Proposal**

**Page 2 of 2**

security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under the contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.



**Bidder's Signature**

11/6/15  
**Date**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNR150000034**

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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.

Lytle Construction Corporation  
Company  
  
Authorized Signature  
11/6/2015  
Date

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



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

STATE OF WEST VIRGINIA,  
COUNTY OF Monongalia TO-WIT:

I, Jennifer L. Lytle, after being first duly sworn, depose and state as follows:

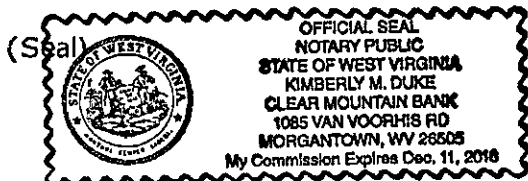
1. I am an employee of Lytle Construction Corporation and,  
(Company Name)
2. I do hereby attest that Lytle Construction Corporation  
(Company Name)

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

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

By: Jennifer L Lytle  
 Title: VP, Secretary Treasurer  
 Company Name: Lytle Construction Corporation  
 Date: 1/6/2015

Taken, subscribed and sworn to before me this 6 day of Jan, 2015.  
 By Commission expires 12-11-2016



Kimberly M Duke  
(Notary Public)

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



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

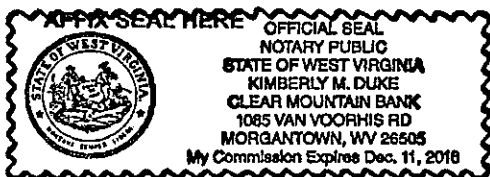
**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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 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: Lytle Construction CorporationAuthorized Signature: James J Lytle Date: 1/6/15State of West VirginiaCounty of Monongalia to-wit:Taken, subscribed, and sworn to before me this 6 day of Jan, 2015My Commission expires 12-11, 2016

NOTARY PUBLIC

Kimberly M. Duke

Purchasing Affidavit (Revised 07/01/2012)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, LYTLE CONSTRUCTION CORP  
of MORGANTOWN, WEST VIRGINIA, as Principal, and ERIE INSURANCE PROPERTY  
CASUALTY of ERIE, PENNSYLVANIA, a corporation organized and existing under the laws of the State of  
PENNSYLVANIA with its principal office in the City of ERIE, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of THREE HUNDRED SIXTY SEVEN (\$ 367,939.00) for the payment of which,  
THOUSAND NINE HUNDRED THIRTY NINE

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  
DIVISION OF NATURAL RESOURCES. BLACK WATER FALLS 2<sup>ND</sup> FLOOR  
UPGRADE RENOVATION

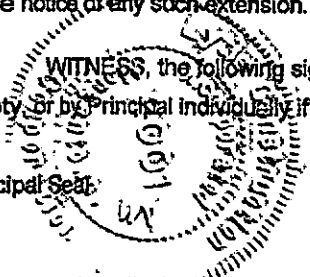
NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 6 day of JAN, 2015.

Principal Seal



LYTLE CONSTRUCTION CORP  
(Name of Principal)

By \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)

President  
(Title)

ERIE INSURANCE PROPERTY & CASUALTY CO  
(Name of Surety)

Karen A. Brennan  
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.



ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

-----Gregory D. Goff and Karen A. Bodkin-----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

----- each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). -----

And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

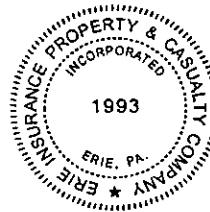
“RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.”

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

“RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.”

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 3rd day of February, 2011.



Handwritten signature of Terrence W. Cavanaugh, President and Chief Executive Officer.

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 3rd day of February, 2011, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation 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 by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Handwritten signature of Sheila M. Hirsch, Notary Public.

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



Handwritten signature of James J. Tanous, Secretary.

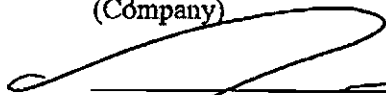
In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this 6 day of January 20 15 [Handwritten signature]

**CERTIFICATION AND SIGNATURE PAGE**

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

Lytle Construction Corporation  
(Company)



(Authorized Signature) (Representative Name, Title)

Ronald G. Lytle, President

304-291-3578 Phone & Fax  
(Phone Number) (Fax Number)

1/6/2015  
(Date)