



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: 210228	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 0310
Vendor ID: 000000170852	SO Doc ID: DNR1600000043
Legal Name: LYTLE CONSTRUCTION CORP	Published Date: 6/29/16
Alias/DBA:	Close Date: 7/6/16
Total Bid: \$197,098.00	Close Time: 13:30
Response Date: 07/06/2016	Status: Closed
Response Time: 13:25	Solicitation Description: Addendum No.04 Blackwater Falls - Lodge Spa Hot Tub Repairs
	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 : 210228

Solicitation Description : Addendum No.04 Blackwater Falls - Lodge Spa Hot Tub Repairs

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-07-06 13:30:00	SR 0310 ESR07061600000000078	1

VENDOR

000000170852
 LYTLE CONSTRUCTION CORP

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@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	Building and facility maintenance and repair services				\$197,098.00

Comm Code	Manufacturer	Specification	Model #
72100000			

Extended Description :	Building and facility maintenance and repair services
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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 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: Jennifer L. Lytle
 Signature: Jennifer L. Lytle
 Title: Vice President, Sec, Treasurer
 Company Name: Lytle Construction Corporation
 Date: 7/16/16

Taken, subscribed and sworn to before me this 6 day of July, 2016.



[Signature]
 (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 exceed 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 Corporation

Authorized Signature: Jennifer J Lytle Date: 7/6/16

State of West Virginia

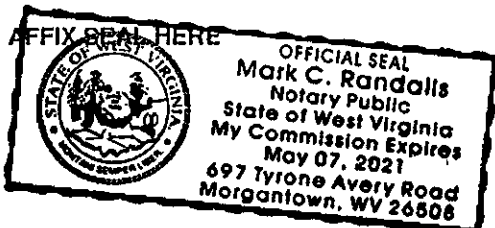
County of Mason, to-wit:

Taken, subscribed, and sworn to before me this 6 day of July, 2016.

My Commission expires May 7, 2024.

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 08/01/2015)



Blackwater Falls State Park
Spa Repair

Name of Vendor:

Lytle Const Corp

Address of Vendor:

102 Bierer Lane
Morgantown WV 26508

Phone Number of Vendor:

304 692 6380

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 Vendor's, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of the replacement of the existing spa basin, installation of a new chemical feed system in both the spa and the existing indoor pool, replacement of the indoor pool pump and filtration system, replacement and relocation of the spa pump including spa jet pump and construction of a new filter room closet located within the existing fitness room, as detailed by the contract documents. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

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

\$197,098

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

One-hundred ninety-seven thousand ninety-eight dollars

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)

- | | |
|--|--|
| <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 checked="" 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 Const Corp
Company

Ronald S Lytle
Authorized Signature

7/6/2016
Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Lytle Construction Corp
(Company)

Ronald G Lytle Ronald G Lytle President
(Authorized Signature) (Representative Name, Title)

(304 692 6380) (304 291 3578) (July 6, 2016)
(Phone Number) (Fax Number) (Date)

Agency WV State Agency
REQ.P.O# CDEA 0310 DNR
160000043

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, LYLE Construction Corporation
of MOREANTOWN WEST VIRGINIA, as Principal, and ERIE INSURANCE PROPERTY & CASUALTY of ERIE PENNSYLVANIA, a corporation organized and existing under the laws of the State of WEST Virginia with its principal office in the City of PENNSYLVANIA, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of ONE HUNDRED NINETY SEVEN THOUSAND NINETY EIGHT (\$ 197,098) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

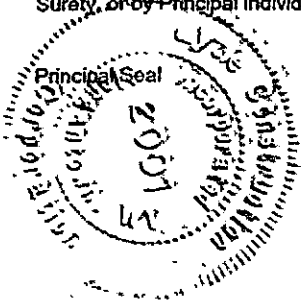
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Building and Facility Maintenance and Repair Services Black Water Falls Lodge Spa and Hot Tub Repairs

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 Oblige 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 7 day of July, 2016.



LYLE Construction Corporation
(Name of Principal)

By [Signature]
(Must be President, Vice President, or Duly Authorized Agent)

Vice President
(Title)

ERIE INSURANCE PROPERTY & CASUALTY Co.
(Name of Surety)

KAREN A Bodin
Attorney-in-Fact

Surety Seal

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.



Terrence W. Cavanaugh
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.



Sheila M. Hirsch
My commission expires June 27, 2016
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.



James J. Tanous
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 7 day of July 2011 *Alan A. Bodkin*



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY) 7/6/16

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY GOFF INSURANCE SERVICES 3280 UNIVERSITY AVE STE 4 MORGANTOWN, WV 26505-2266 (304)599-9500	AGENT'S NO. EE1308	COMPANIES AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact in NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED LYTLE CONSTRUCTION CORPORATION 102 BIERER LANE MORGANTOWN, WV 26508	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO. No.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
D	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q47 5350017	11/3/15	11/3/16	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV. INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	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
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GENERAL AGGREGATE	\$ 2,000,000																
PRODUCTS-COMP/OP AGG	\$ 2,000,000																
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q11 5330065	11/3/15	11/3/16	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td>\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td>\$ 1,000,000</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000				
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D	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$	Q35 5370007	11/3/15	11/3/16	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$		\$				
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	WORKERS COMPENSATION & EMPLOYERS LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">STATUTORY</th></tr> <tr><td>BODILY INJURY BY</td><td>ACCIDENT \$ EACH ACCIDENT</td></tr> <tr><td></td><td>DISEASE \$ POLICY LIMIT</td></tr> <tr><td></td><td>DISEASE \$ EACH EMPLOYEE</td></tr> </table>	STATUTORY		BODILY INJURY BY	ACCIDENT \$ EACH ACCIDENT		DISEASE \$ POLICY LIMIT		DISEASE \$ EACH EMPLOYEE				
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	DISEASE \$ EACH EMPLOYEE																
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 WORKERS COMP LIABILITY INCLUDES COVERAGE FOR W. VA. CODE 23-4-2 (MANDOLIDIS). OWNER, ARCHITECT AND ARCHITECT'S CONSULTANTS ARE NAMED AS ADDITIONAL INSURED. BLACKWATER FALLS-LODGE SPA HOT TUB REPAIRS.

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

NAME AND ADDRESS OF CERTIFICATE HOLDER STATE OF WEST VIRGINIA 2019 WASHINGTON ST. E CHARLESTON, WV 25305	AUTHORIZED REPRESENTATIVE
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COMPLETE NAME AND ADDRESS OF CERTIFICATE HOLDER OR ADDITIONAL INSURED:

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST. E.
CHARLESTON, WV 25305

POLICY NUMBER: Q475350017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
 SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Owner, Architect and Architect's Consultants.	Blackwater Falls-Lodge Spa Hot Tub Repairs

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Lytle Construction Corp
102 Bierer Lane
Morgantown WV 26508

ERIE INSURANCE GROUP
COMMERCIAL/GARAGE AUTO
ABAZ10 (Ed. 6/11) UF-5072

ADDITIONAL INSURED ENDORSEMENT

DEFINITIONS

"Additional Insured" means the person or organization shown on the "Declarations" as an "ADDITIONAL INSURED."

OUR PROMISE

Under Liability Protection, "we" will pay all sums the "Additional Insured" legally must pay as damages arising out of the acts or omissions of:

1. the "Named Insured" or any "relative;"
2. any employee or agent of the "Named Insured;" or
3. any other person, except the "Additional Insured" or any employee or agent of the "Additional Insured"

using an "auto we insure" with the "Named Insured's" permission.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom "we" make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to "us." That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or loss to impair them. "We" waive any right of recovery "we" may have against a person or organization identified as an "Additional Insured" in the "Declarations" because of payments "we" make for injury or damage arising out of the ownership, maintenance or use of a covered "auto" under a contract with that "Additional Insured."

SPECIAL CONDITIONS

1. If this policy is cancelled by "us," "we" will mail notice to the "Additional Insured" at least 30 days prior to the cancellation date. (*Maryland Exception: "We" will mail notice at least 30 days in advance of the effective date of cancellation for non-payment of premium. If this policy is cancelled by "us" for any other reason, "we" will mail notice at least 45 days in advance of the effective date of cancellation.*)
2. If this policy is cancelled by the "Named Insured," "we" will mail notice of cancellation to the "Additional Insured."
3. The "Additional Insured" will never be asked to pay a premium for this policy.
4. Protecting the "Additional Insured" under this policy shall not increase the limits of protection.

OTHER PROVISIONS

All other provisions of the policy apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2016

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).

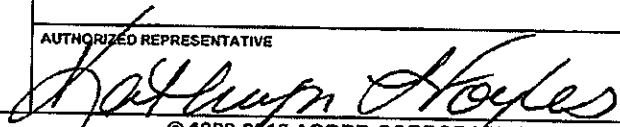
PRODUCER Goff Insurance Services 3280 University Avenue Morgantown WV 26550	CONTACT NAME: PHONE (A/C, No., Ext): 3045999500 FAX (A/C, No.): 3045993500 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED LYTLE CONSTRUCTION CORP 102 BIERER LN MORGANTOWN WV 26508	INSURER A: BRICKSTREET MUTUAL INSURANCE CO 15762	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WCB1007010	07/18/2015	07/18/2016	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Black water falls spa and facilities maintenance Waiver of subrogation applies to certificate holder Mandolidis coverage applies W Va code 23-4-2 owner architect and architects consultants are to named as additional insureds Black water falls-spa hot tub repairs State of WV Department of Administration Purchasing Division 2019 Washing St E Charleston WV 25305

CERTIFICATE HOLDER State Of West Virginia Department of Administration Purchasing Division 2019 Washington St E Charleston Wv 25305	CANCELLATION 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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