



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

State of West Virginia  
Request for Quotation

Proc Folder: 212534

Doc Description: EQUIPMENT AND SYSTEM MAINTENANCE AND REPAIR (COR212534)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-16	2016-07-28 13:30:00	CRFQ 0608 COR1600000037	1

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

Vendor Name, Address and Telephone Number:

Riddleberger Brothers, Inc.  
PO Box 27  
Mt. Crawford, VA 22841  
540-434-1731

07/26/16 09:29:39  
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink  
(304) 558-2402  
crystal.g.rink@wv.gov

Signature X

FEIN #

54-0650250

DATE

7/20/2016

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIR AT MARTINSBURG CORRECTIONAL CENTER PER THE ATTACHED.

INVOICE TO		SHIP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Regular Labor Rate	100.00000	LS	\$89.00	\$8,900.00

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

Regular Labor Rate

INVOICE TO		SHIP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Overtime Labor Rate	16.00000	LS	\$134.00	\$2,144.00

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

Overtime Labor Rate

INVOICE TO		SHIP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Holiday Labor Rate	8.00000	LS	\$134.00	\$1,072.00

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

Holiday Labor Rate

INVOICE TO		SHIP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Emergency Labor Rate	8.00000	LS	\$134.00	\$1,072.00

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

Emergency Labor Rate

INVOICE TO		SHIP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Parts Markup Percentage	1.00000	PCT	45%	45%

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

Parts Markup Percentage

INVOICE TO		BPP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Equipment and Systems Inspections and Testing (Alternate #1)	2.00000	LS	\$5,442.00	\$10,884.00

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

Equipment and Systems Inspections and Testing (Alternate #1)

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY PRE-BID MEETING	2016-07-13
2	VENDOR QUESTION DEADLINE	2016-07-18

<b>COR1600000037</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> EQUIPMENT AND SYSTEM MAINTENANCE AND REPAIR (COR212534)	<b>Page 5</b> <b>of 5</b>
----------------------	---------------------------------------	--	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

CRFQ COR1600000037 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

EXHIBIT A

Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	100	\$89.00	\$8,900.00
Overtime Labor Rate	Hour	16	\$134.00	\$2,144.00
Holiday Labor Rate	Hour	8	\$134.00	\$1,072.00
Emergency Labor Rate	Hour	8	\$134.00	\$1,072.00

Subtotal A: \$13,188.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Am
Parts	\$5,000.00	45%	\$7,250.00

Subtotal B: \$20,438.00

CONTRACT BASE BID (by adding subtotals A and B)

Inspections and Testing (Alternate #1)	Units	Number of Months	Unit Price Per Month	Annual Price For All Required Inspections and Testing
Equipment and Systems				
Equipment and Systems	Bi-Annual	2	\$5,422.00	\$10,844.00

Subtotal C (Alternate #1): \$10,844.00

CONTRACT BASE BID AND ALTERNATE #1 (by adding subtotals A, B, and C (Alternate #1) ): \$31,282.00

Bidder/Vendor Information:

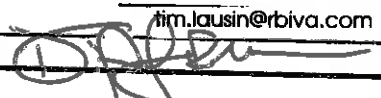
Name: Riddleberger Brothers, Inc.

Address: 6127 South Valley Pike, PO Box 27, Mt. Crawford, VA 22841

Phone No.: 540-434-1731

Fax No.: 540-432-1691

Email Address: tim.lausin@rbiva.com

Authorized Signature: 

NOTES:

- \* Quantities are estimated for bid evaluation purposes only.
- \*\* Estimated cost for bid evaluation purposes only.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Riddleberger Brothers, Inc.  
Contractor's License No. 2701-004943A

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1.DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**1.15 WORK SEQUENCE:**

- A. Schedule and execute work to coordinate with the Facility.

**1.16 CONTRACT MANAGER:**

- A. 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. The previous specified information must be submitted prior to award of contract.

<b>Contract Manager:</b>	Tim Lausin
<b>Telephone Number:</b>	703-499-1855
<b>Fax Number:</b>	866.724.7378
<b>Email Address:</b>	tim.lausin@rbiva.com

**1.17 DAMAGES**

- A. Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at the contractor's expense; either by using his/her own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

**1.18 CLEANUP**

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

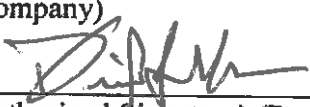
**1.19 SAFETY**

- A. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements

**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.

Tim Lausin  
(Name, Title)  
Sales Account Executive, Service Group  
(Printed Name and Title)  
PO Box 27, Mt. Crawford, VA 22841  
(Address)  
703-499-1855 866-734-9681  
(Phone Number) / (Fax Number)  
tim.lausin@rbiva.com  
(email address)

**CERTIFICATION AND SIGNATURE:** 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.

Riddleberger Brothers, Inc.  
(Company)  
  
(Authorized Signature) (Representative Name, Title)  
Daniel J. Blosser, President  
(Printed Name and Title of Authorized Representative)  
7/20/2016  
(Date)  
540-434-1731 540-432-1691  
(Phone Number) (Fax Number)

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ COR1600000037

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.

Riddleberger Brothers, Inc.

Company

Authorized Signature

Daniel J. Blosser, President

Date

7/20/2016

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



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

**STATE OF VIRGINIA**

**COUNTY OF** Rockingham, **TO-WIT:**

I, Daniel J. Blosser, after being first duly sworn, depose and state as follows:

1. I am an employee of Riddleberger Brothers, Inc.; and,  
 (Company Name)
2. I do hereby attest that Riddleberger Brothers, 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: Daniel J. Blosser

Signature: 

Title: President

Company Name: Riddleberger Brothers, Inc.

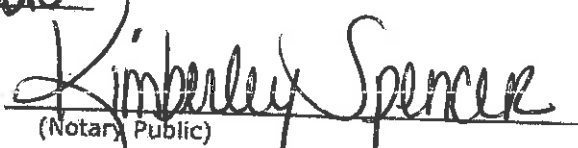
Date: 7/20/2016

Taken, subscribed and sworn to before me this 20 day of July, 2016.

By Commission Expires April 30, 2020

(Seal)



  
 (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.**

## CORPORATE ACKNOWLEDGMENT

Form 152

State of \_\_\_\_\_  
County of Virginia  
Rockingham

On this \_\_\_\_\_ 20th \_\_\_\_\_ day of July \_\_\_\_\_, 2016 before me  
personally came \_\_\_\_\_ Daniel J. Blosser \_\_\_\_\_, to me known,  
who, being by me duly sworn, did depose and say that he/she resides in

at Riddleberger Brothers, Mt. Crawford, VA and is the President of

Riddleberger Brothers, Inc.

the corporation described in and which executed the above instrument;  
that he/she knows that seal of said corporation; that the seal affixed to  
said instrument is such corporate seal; that it was so affixed by order of  
the Board of Directors of said corporation, and that he/she signed  
his/her name thereto by like order.

(SEAL)

*Kimberley Spencer*  
*My Commission Expires April 30, 2020*



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Riddleberger Brothers, Inc.

6127 South Valley Pike

Mount Crawford VA

22841

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

300 Interpace Pkwy., Morris Corp. I, Bldg. B/C

Parsippany NJ

07054

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Martinsburg Correctional Center

38 Grapevine Road

Martinsburg WV

25401

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

CRFQ: COR1600000037 Equipment and System Maintenance and Repair (COR212534)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of July, 2016.

  
(Witness)

Riddleberger Brothers, Inc.

(Principal)

(Seal)

By: 

(Title)

President

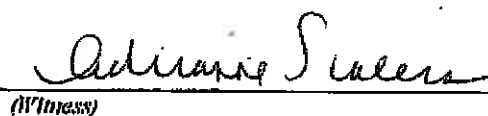
Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By: 

(Title) Kathleen M. Cristiano, Attorney-in-Fact

  
(Witness)

ADRIANNE SCALERA

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Secretary  
Eric D. Barnes

*Thomas O. McClellan*  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 14th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of JULY, 2016



Michael Bond, Vice President

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2015

### ASSETS

Bonds .....	\$ 142,878,497
Stocks .....	22,315,096
Cash and Short Term Investments .....	337,835
Reinsurance Recoverable .....	24,731,651
Other Accounts Receivable .....	19,935,844
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 210,198,923</b>


### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 46,436
Ceded Reinsurance Premiums Payable .....	40,456,309
Securities Lending Collateral Liability .....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 40,502,745</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	164,696,178
Surplus as regards Policyholders .....	169,696,178
<b>TOTAL .....</b>	<b>\$ 210,198,923</b>

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

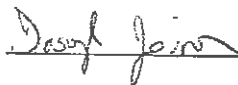
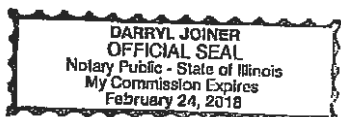
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.



Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.



Notary Public

## **CORPORATE ACKNOWLEDGMENT**

**Form 152**

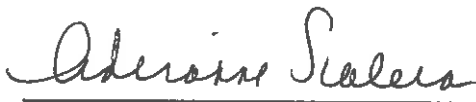
**State of New Jersey  
County of Monmouth**

**On the 20th day of JULY, 2016 before me personally came Kathleen M. Cristiano, to me known, who, being by me duly sworn, did depose and say that she resides in Westfield, New Jersey that she is the ATTORNEY-IN-FACT of the**

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

**the corporation described in and which executed the above instrument; that she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.**

**(SEAL)**

  
Adrienne Scalera

**ADRIANNE SCALERA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 2/3/2021**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/20/2016

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 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**  
Alliant Insurance Services, Inc.  
333 Earle Ovington Blvd., Suite 700  
Uniondale NY 11553

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** 516-414-8900 **FAX (A/C, No):** 877-308-1070  
**E-MAIL ADDRESS:** cscerts@alliant.com

**INSURED**  
Riddleberger Brothers, Inc.  
PO Box 27  
Mt. Crawford, VA 22841

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co of A	25674
INSURER B: Phoenix Insurance Company	25623
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 822047360

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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 <input type="checkbox"/> OTHER:	Y	Y	VTC2J-CO-828K6148-TIL-15	11/1/2015	11/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	VTC2J-CAP-828K615A-TIL-15	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	VTSMJ-CUP-828K674A-TIL-15	11/1/2015	11/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B 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 <input checked="" type="checkbox"/> N	Y N/A	1-VTC2NUB6A14334315 (AOS) 2-VTC2NUB6A14334315 (CA) VTRJ-UB-828K6161-15	11/1/2015 11/1/2015 11/1/2015	11/1/2016 11/1/2016 11/1/2016	<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)

WV Division of Corrections is included as Additional Insured (except as respects coverage afforded by the Workers Compensation policy) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non-Contributory as required by written contract. No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or Modification to the Certificate Holder.

## CERTIFICATE HOLDER

WV Division of Corrections  
1409 Greenbrier St  
Charleston WV 25311

## 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV000753

**Classification:**

HEATING, VENTILATING & COOLING  
PIPING  
PLUMBING

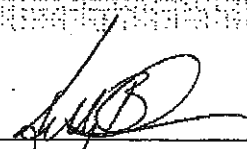
RIDDLEBERGER BROS INC  
DBA RIDDLEBERGER BROS INC  
PO BOX 27  
MOUNT CRAWFORD, VA 22841-0027


**Date Issued**

AUGUST 08, 2015

**Expiration Date**

AUGUST 08, 2016

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where 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 cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

COMMONWEALTH OF VIRGINIA

Department of Professional and Occupational Regulation

94601 Lyland Drive, Suite 100, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

10-31-2017

NUMBER

2701004943

BOARD FCP CONTRACTORS

CLASS A CONTRACTOR

\*CLASSIFICATIONS\* BLD ELE GFC HVA PLB



RIDDLEBERGER BROTHERS, INC.  
PO BOX 27  
MT CRAWFORD, VA 22841

**DPOR**

*[Signature]*  
Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)

(DETACHED)

COMMONWEALTH OF VIRGINIA  
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* BLD ELE GFC HVA PLB

NUMBER: 2701004943 EXPIRES: 10-31-2017

RIDDLEBERGER BROTHERS, INC.  
PO BOX 27  
MT CRAWFORD, VA 22841



Status can be verified at <http://www.dpor.virginia.gov>

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: Riddleberger Brothers, Inc.

Authorized Signature: [Signature] Date: 7/20/2016

State of Virginia

County of Rockingham, to-wit:

Taken, subscribed, and sworn to before me this 20 day of July, 2016

My Commission expires April 30, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 08/01/2015)