



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

Request for Quotation

RFQ NUMBER
 DEP13571

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR



Hull's Contracting, Inc.
 Route 10 Box 85
 Buckhannon, WV 26201

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED 12/27/2006	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
BID OPENING DATE: 02/06/2007		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$487,350.00
RECLAMATION: RESTORATION OF LAND THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RECLAMATION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FOR THE SPECIAL RECLAMATION/BOND FORFEITURE PROJECT SPECIFIED BELOW. THE PURPOSE OF THE CONTRACT IS TO PERFORM LAND RECLAMATION ON THE MINING OPERATION OF WEST VIRGINIA ENERGY, INC. NOW UNDER REVOKED PERMIT NUMBER(S) S-55-85, S-41-84, S-72-84 AND S-29-80. THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION. A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 01/17/06 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. DIRECTIONS TO THE ON-SITE CONFERENCE ARE ON THE FIRST PAGE OF THE ATTACHED SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR BEECH BOTTOM, WV, BROOKE AND OHIO COUNTY AND CONSISTS OF APPROXIMATELY 40 ACRES.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chuck Bowman</i>	TELEPHONE 304-472-6408	DATE 2-5-07
TITLE Vice-President	FEIN 55-0688205	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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D OPENING DATE:		BID OPENING TIME		01.30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				CONTRACTORS LICENSE		
				WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319 CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE:		
				CONTRACTORS NAME: <i>Hull's Contracting Inc.</i>		
				CONTRACTORS LICENSE NO.: <i>WV006868</i>		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.		
				ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR		

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NATURE	TELEPHONE	DATE
E	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED 12/27/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/06/2007		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP13571</p> <p>BID OPENING DATE: 02/06/2007</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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D OPENING DATE 02/06/2007		BID OPENING TIME 01:30PM		

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY
 TO CONTACT YOU REGARDING YOUR BID:

304-473-1722

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT
 CONCERNING THIS QUOTE:

Roger B. Hull II

***** THIS IS THE END OF RFQ DEP13571 ***** TOTAL:

\$ 487,350.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE	TELEPHONE	DATE
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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WV-36a STATE OF WEST VIRGINIA
 Rev. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>West Virginia Energy, Inc.</u>				
PERMIT NUMBER(S): <u>S-55-85</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>8,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>8,000.00</u>
4.0	<u>20.0</u> AC	<u>REGRAIDING AND TOPSOILING</u>	\$ <u>4400.00</u> PER ACRE	\$ <u>88,000.00</u>
5.0		<u>REVEGETATION</u>		
5.1	<u>20.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>695.00</u> PER ACRE	\$ <u>13,900.00</u>
5.2	<u>20.0</u> AC	<u>FERTILIZER</u>	\$ <u>555.00</u> PER ACRE	\$ <u>11,100.00</u>
5.3	<u>20.0</u> AC	<u>MULCH</u>	\$ <u>730.00</u> PER ACRE	\$ <u>14,600.00</u>
5.4	<u>20.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>800.00</u> PER ACRE	\$ <u>16,000.00</u>
6.0	<u>4000</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>3.50</u> PER LF	\$ <u>14,000.00</u>
7.0	<u>1200</u> LF	<u>RIPRAP DITCH</u>	\$ <u>24.00</u> PER LF	\$ <u>28,800.00</u>
TOTAL PERMIT <u>S-55-85</u>				\$ <u>203,400.00</u>

BUYER CB-23	PAGE 1	REQ. OR PO NO. DEP 13571
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 Rev. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>West Virginia Energy, Inc.</u>				
PERMIT NUMBER(S): <u>S-41-84</u>				
8.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>4,000.⁰⁰</u>
9.0	<u>3.0</u> AC	<u>REGRADING AND TOPSOILING</u>	\$ <u>4,400.⁰⁰</u> PER ACRE	\$ <u>13,200.⁰⁰</u>
10.0		<u>REVEGETATION</u>		
10.1	<u>3.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>695.⁰⁰</u> PER ACRE	\$ <u>2085.⁰⁰</u>
10.2	<u>3.0</u> AC	<u>FERTILIZER</u>	\$ <u>555.⁰⁰</u> PER ACRE	\$ <u>1665.⁰⁰</u>
10.3	<u>3.0</u> AC	<u>MULCH</u>	\$ <u>730.⁰⁰</u> PER ACRE	\$ <u>2190.⁰⁰</u>
10.4	<u>3.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>800.⁰⁰</u> PER ACRE	\$ <u>2400.⁰⁰</u>
11.0	<u>3500</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>3.50</u> PER LF	\$ <u>12,250.⁰⁰</u>
12.0	<u>2000</u> LF	<u>RIPRAP DITCH</u>	\$ <u>24.⁰⁰</u> PER LF	\$ <u>48,000.⁰⁰</u>
TOTAL PERMIT <u>S-41-84</u>				\$ <u>85,790.⁰⁰</u>

BUYER CB-23	PAGE 021	REQ. OR PO NO. DEP 13571
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 Rev. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>West Virginia Energy, Inc.</u>				
PERMIT NUMBER(S): <u>S-72-84</u>				
13.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>6,400.00</u>
14.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000.00</u>
15.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>6,400.00</u>
16.0	<u>15.0</u> AC	<u>REGRAIDING AND TOPSOILING</u>	\$ <u>4400.00</u> PER ACRE	\$ <u>66,000.00</u>
17.0		<u>REVEGETATION</u>		
17.1	<u>15.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>695.00</u> PER ACRE	\$ <u>10,425.00</u>
17.2	<u>15.0</u> AC	<u>FERTILIZER</u>	\$ <u>555.00</u> PER ACRE	\$ <u>8,325.00</u>
17.3	<u>15.0</u> AC	<u>MULCH</u>	\$ <u>730.00</u> PER ACRE	\$ <u>10,950.00</u>
17.4	<u>15.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>800.00</u> PER ACRE	\$ <u>12,000.00</u>
18.0	<u>5000</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>3.50</u> PER LF	\$ <u>17,500.00</u>
19.0	<u>1600</u> LF	<u>RIPRAP DITCH</u>	\$ <u>24.00</u> PER LF	\$ <u>38,400.00</u>
TOTAL PERMIT <u>S-72-84</u>				\$ <u>177,400.00</u>

BUYER CB-23	PAGE 124	REQ. OR PO NO. DEP 13571
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 Rev. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

17.4 VEGETATIVE SPECIES

Seeding rate required is for pure live seed (pls) in pounds per acre. The use of annuals or cover crops will not be considered for vegetative success.

NORTH MIX

<u>VEGETATIVE SPECIES</u> ¹	<u>RATE/ACRE</u> ¹
Orchard Grass	@ 15 lbs/acre
Birdsfoot Trefoil ²	@ 15 lbs/acre
Yellow Sweet Clover	@ 5 lbs/acre
Red Clover	@ 10 lbs/acre
Ky 31 Fescue	@ 15 lbs/acre
Foxtail Millet ³	@ 12 lbs/acre
Wheat or Rye ⁴	@ 50 lbs/acre
Black Locust ⁵	@ 3 lbs/acre

1. Seeding rate suggested is for pure live seed (pls) in pounds per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
3. Spring mix.
4. Fall mix.
5. Black locust used only for woodland land use.

18.0 HAYBALE DIKE

Disturbed areas that have storm water runoff, which does not pass through a sediment control structure, shall utilize the following method to manage storm water runoff: Max. Bid of \$5.00/LF of Hay Bale Dike.

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes or rebar driven through the bales. Rebar to be removed at the direction of DEP. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sumps (paid under bid Item #16) may become necessary to supplement the hay bale dikes.

19.0 RIPRAP DITCH

Provide all materials, excavate and construct the Ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. R-5 limestone riprap shall be used in the construction of the ditch. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. No separate payment for construction stakeout will be made. Payment of Ditch shall be made by the linear foot. Provide all materials, excavate and construct Ditch as indicated on the attached typical plans, cross-section, specifications, and/or discussions at the Pre-Bid Showing. Ditches shall be free draining upon completion of construction. Length of ditch may be adjusted to meet on site conditions. No separate payment for construction stakeout will be made. Payment of Ditch shall be made by the linear foot.

WV-36a STATE OF WEST VIRGINIA
 Rev. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>West Virginia Energy, Inc.</u> PERMIT NUMBER(S): <u>S-29-80</u>				
20.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>900.00</u>
21.0	<u>2.0</u> AC	<u>REGRADE AND TOPSOILING</u>	\$ <u>4400.00</u> PER ACRE	\$ <u>8,800.00</u>
22.0		<u>REVEGETATION</u>		
22.1	<u>2.0</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>695.00</u> PER ACRE	\$ <u>1,390.00</u>
22.2	<u>2.0</u> AC	<u>FERTILIZER</u>	\$ <u>555.00</u> PER ACRE	\$ <u>1,110.00</u>
22.3	<u>2.0</u> AC	<u>MULCH</u>	\$ <u>730.00</u> PER ACRE	\$ <u>1,460.00</u>
22.4	<u>2.0</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>800.00</u> PER ACRE	\$ <u>1,600.00</u>
23.0	<u>200</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>3.50</u> PER LF	\$ <u>700.00</u>
24.0	<u>200</u> LF	<u>RIPRAP DITCH</u>	\$ <u>24.00</u> PER LF	\$ <u>4,800.00</u>
		TOTAL PERMIT <u>S-29-80</u>		\$ <u>20,760.00</u>
		TOTAL PERMIT <u>S-72-84</u>		\$ <u>177,400.00</u>
		TOTAL PERMIT <u>S-41-84</u>		\$ <u>85,790.00</u>
		TOTAL PERMIT <u>S-55-85</u>		\$ <u>203,400.00</u>
		<u>GRAND TOTAL</u>		\$ <u>487,350.00</u>

A F F I D A V I T

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Hull's Contracting Inc.

Authorized Signature: [Signature] Date: 2-3-07

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hull's Contracting, Inc.
of French Creek, WV, as Principal, and Ohio Farmers Insurance
Compan of Westfield Center, OH, a corporation organized and existing under the laws of the State of _____
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
West Virginia Energy, Inc. - Brooke County - RFQ13571

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 Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
6th day of February, 2007.

Principal Corporate Seal

Hull's Contracting, Inc.
(Name of Principal)
By: [Signature]
(Must be President or
Vice President)
Vice President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: [Signature]
Attorney-in-Fact
Larry D. Kerr, WV Resident Agent

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

LARRY D. KERR, GREGORY T. GORDON, H. RANDOLPH NEVILLE, PATRICIA A. FINCKE, STEPHEN B. STOGDEN, PATRICIA A. MOYE, ALLAN L. MC VEY, TAMMY M. LLOYD, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 08th day of NOVEMBER A.D., 2006 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 08th day of NOVEMBER A.D., 2006 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

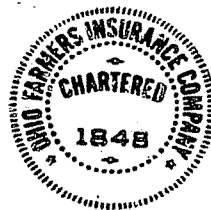


William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 08th day of February A.D., 2007



Frank A. Carrino Secretary