



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  
**DEP13572**

PAGE  
**1**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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

VENDOR

SHIP TO

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

DATE PRINTED <b>02/08/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE <b>03/22/2007</b>	BID OPENING TIME <b>01:30PM</b>			

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		<i>198,960.00</i>
<p>RECLAMATION: RESTORATION OF LAND/ WATER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE ENVIRONMENTAL AGENCY, THE WEST VIRGINIA DEPARTMENT OF PROTECTION, IS SOLICITING BIDS PER THE SPECIFICATIONS AS NOTED BELOW AND ATTACHED.</p> <p>SPECIAL RECLAMATION/BOND FORFEITURE PROJECT</p> <p>THE PURPOSE OF THE CONTRACT IS TO PERFORM WATER RECLAMATION ON THE MINING OPERATION OF MOHIGAN MINING COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) U-109-83.</p> <p>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.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 02/28/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>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 EVERETTVILLE IN MONONGALIA COUNTY (OFF COUNTY ROUTE 45) AND CONSISTS OF APPROXIMATELY 3 ACRES.</p> <p>PROJECT CONTACT PERSON: <i>Roger D Hull</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Brenda L. Hill* TELEPHONE *304-472-6408* DATE *3-22-07*  
 TITLE *Secretary* FEIN *55-068205* ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DEP13572

PAGE
4

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/08/2007				
BID OPENING DATE: 03/22/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/00			CONTRACTORS LICENSE		
<p>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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME - <i>Hull's Contracting Inc</i></p> <p>CONTRACTORS LICENSE NO. - <i>WV.C.L.N. 843</i></p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>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.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Donald K. [Signature]</i>	304-472-6408	3 22 07
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>Secretary</i>	55 0618205	

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



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:  
**DEP13572**

PAGE:  
**7**

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/08/2007				

BID OPENING DATE: **03/22/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP13572</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .. ✓ .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Charles K. Hines* TELEPHONE: *304-472-1640* DATE: *3-22-07*

TITLE: *Assistant* FEIN: *55-068810* ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**DEP13572**

PAGE  
**8**

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED: <b>02/08/2007</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>03/22/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p><i>[Signature]</i> SIGNATURE</p> <p><i>[Company Name]</i> COMPANY</p> <p><i>[Date]</i> DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304 477 6408** DATE: **2-22-07**

TITLE: *[Signature]* FEIN: **55-0088305** ADDRESS CHANGES TO BE NOTED ABOVE

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



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:  
**DEP13572**

PAGE:  
**9**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

RODNEY S. MOORE

PHILIPPI

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/08/2007				

BID OPENING DATE: **03/22/2007** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				CB-23		
RFQ. NO.:				DEP13572		
BID OPENING DATE:				03/22/2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- <u>304-473-1722</u> -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
<i>Brenda K Hull</i>						
<i>Roger B Hull II</i>						
***** THIS IS THE END OF RFQ DEP13572 *****						TOTAL: <u>198,960.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: \_\_\_\_\_ TELEPHONE: 304-472-6403 DATE: 3-22-07  
 TITLE: \_\_\_\_\_ FEIN: 55-0658405 ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	PAGE 011	RFQ OR PO NO DEP 13572
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
PERMIT NAME: <u>MOHGAN MINING CO.</u>				
PERMIT NUMBER: <u>U-109-83</u>				
1 0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>2,000.<sup>00</sup></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.<sup>00</sup></u>
3 0	<u>700</u> LF	<u>HAYBALE DIKE (Max Bid \$5.00 Per LF)</u>	\$ <u>4.<sup>00</sup></u> PER LF	\$ <u>2,800.<sup>00</sup></u>
4 0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u>	LUMP SUM	\$ <u>63,000.<sup>00</sup></u>
5 0	<u>440</u> LF	<u>CULVERTS</u>	\$ <u>21.<sup>00</sup></u> PER LF	\$ <u>9,240.<sup>00</sup></u>
6 0	<u>400</u> LF	<u>RIPRAP DITCH WITH LINER</u>	\$ <u>38.<sup>00</sup></u> PER LF	\$ <u>15,200.<sup>00</sup></u>
7 0	<u>380</u> LF	<u>GROUDED RIPRAP DITCH</u>	\$ <u>34.<sup>00</sup></u> PER LF	\$ <u>12,920.<sup>00</sup></u>
8 0	LUMP SUM	<u>SETTLING POND</u>	LUMP SUM	\$ <u>25,000.<sup>00</sup></u>
9 0	LUMP SUM	<u>INCLINED LIMESTONE BED</u>	LUMP SUM	\$ <u>52,000.<sup>00</sup></u>
10 0	LUMP SUM	<u>6-INCH SCH. 35 PVC PIPING, FITTINGS</u>	LUMP SUM	\$ <u>4500.<sup>00</sup></u>
<b>REVEGETATION</b>				
11.1	<u>3</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>400.<sup>00</sup></u> PER ACRE	\$ <u>1,200.<sup>00</sup></u>
11.2	<u>3</u> AC	<u>FERTILIZER</u>	\$ <u>400.<sup>00</sup></u> PER ACRE	\$ <u>1,200.<sup>00</sup></u>

BUYER CB-23	PAGE 012	REQ OR PO NO DEP 13572
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 Rev. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR: *Hull Contracting, Inc.*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.3	3 AC	<u>MULCH</u>	\$ 800. <sup>00</sup> PER ACRE	\$ 2400. <sup>00</sup>
11.4	3 AC	<u>VEGETATIVE SPECIES</u>	\$ 500. <sup>00</sup> PER ACRE	\$ 1500. <sup>00</sup>
12.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 3000. <sup>00</sup>
TOTAL PERMIT <u>U-109-83</u>				\$ 198,960. <sup>00</sup>

RFQ No DEP13672

# AFFIDAVIT

047

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 exceeds 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](http://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: Donald H. Hull Date: 3-22-07



Agency \_\_\_\_\_  
REQ P.O.# DEP 13572

**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  
Company of Charleston, WV, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Charleston, 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  
RFQ - DEP 13572 AML Project in Monongalia County, WV - According to Plans and Specifications

**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  
22nd day of March, 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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/08/06, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO 4752152 06

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. STODGEN, 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. (Signature)

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 (Signature)

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 22nd day of

March A.D., 2007



Frank A. Carrino (Signature) Secretary