



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:
 DEP13014

PAGE:
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

S U B J E C T

Green Mountain Company
 511 50th Street
 Charleston, WV 25304

S U B J E C T

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/10/2008				
BID OPENING DATE: 01/22/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM #1 *****						
ADDENDUM ISSUED FOR THE CHAFIN COAL PROJECT PER THE PRE-BID MEETING OF 12/18/07, TO DISTRIBUTE THE SIGN-IN SHEET AND THE Q/A RESULTING FROM THAT MEETING.						
ENCLOSED ARE TWO (2) PAGES OF SIGN-IN SHEETS, FOUR (4) PAGES OF Q/A, AND THREE (3) REVISED OR ADDITIONAL SKETCHES.						
THE BID DATE AND OPENING TIME HAVE BEEN EXTENDED TO 01/22/08 @ 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jammy J. Clay</i>	TELEPHONE 304-925-0253	DATE 01/22/08
TITLE Secretary	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

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



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Chafin Coal
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 DEC 04 2006

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/29/2007				

BID OPENING DATE: 01/15/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF CHAFIN COAL CO./OKEMO CORP., NOW UNDER REVOKED PERMIT NUMBER(S) 0-69-82, 0-16-82, & 0-16-85. 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 12/18/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. 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 LYBURN, WV, LOGAN COUNTY & CONSISTS OF APPROXIMATELY 23.0 ACRES. PLEASE SEE THE ATTACHED DIRECTIONS TO THE ON-SITE PRE-BID LOCATION. ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF						

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<p>ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Jamy G. Clay* TELEPHONE 304-925-0253 DATE 01/22/08

TITLE Secretary FEIN 55-0580174 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 - ... Green Mountain Company ...</p> <p>CONTRACTORS LICENSE NO. - ... WV002057 ...</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 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 AUTOMATI-</p>						

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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DATE PRINTED 11/29/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/15/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID 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</p>						

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SIGNATURE <i>Jany G. Clay</i>	TELEPHONE 304-925-0253	DATE 01/22/08
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Green Mountain Company
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<p>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.: DEP13014</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 X</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY</p>						

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SIGNATURE <i>Jamy G. Clay</i>	TELEPHONE 304-925-0253	DATE 01/22/08
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p style="text-align: center;">  SIGNATURE Green Mountain Company COMPANY 1/22/08 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;"> 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>						

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SIGNATURE		TELEPHONE	304-925-0253	DATE	01/22/08
TITLE	Secretary	FEIN	55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE	

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RFQ. NO.: DEP13014 BID OPENING DATE: 01/15/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-925-9230 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Jody Clay ***** THIS IS THE END OF RFQ DEP13014 ***** TOTAL: <u>\$1,065,000.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jody J. Clay</i>	TELEPHONE 304-925-0253	DATE 01/22/08
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BUYER CB-23	PAGE 018	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>OKEMO CORP.</u>				
PERMIT NUMBER(S): <u>O-16-85</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 21,000.00
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ 140.00
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ 140.00
4.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ 1,100.00
5.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
6.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ 1,720.00
<u>SITE A</u>				
7.0	LUMP SUM	<u>ABANDON EXISTING REFUSE PILE ROAD</u>	LUMP SUM	\$ 2,580.00
8.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ 135,990.00
<u>REVEGETATION</u>				
9.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ 6,620.00
9.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ 6,620.00
9.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ 6,620.00
9.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ 6,620.00
10.0	3000 LF	<u>HAYBALE DIKE (MAX BID \$5.00 per LF)</u>	\$ 3.00 per lf	\$ 9,000.00
<u>GROUTED RIPRAP DITCHES</u>				
11.1	LUMP SUM	<u>CONSTRUCT GROUTED DIVERSION DITCH 1-A</u>	LUMP SUM	\$ 49,655.00

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BUYER CB-23	PAGE 019	REQ. OR PO NO. DEP 13014
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NV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET

VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.2	LUMP SUM	<u>CONSTRUCT GROUTED DIVERSION DITCH 2-A</u>	LUMP SUM	\$ <u>117,010.00</u>
11.3	LUMP SUM	<u>CONSTRUCT GROUTED DIVERSION DITCH 3-A</u>	LUMP SUM	\$ <u>31,040.00</u>
12.0	LUMP SUM	<u>CONSTRUCT PROPOSED UNDERDRAIN</u>	LUMP SUM	\$ <u>16,080.00</u>
<u>SITE B</u>				
13.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ <u>4,580.00</u>
<u>REVEGETATION</u>				
14.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,245.00</u>
14.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,245.00</u>
14.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,245.00</u>
14.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,245.00</u>
15.0	LUMP SUM	<u>SEAL GROUND WATER WELL</u>	LUMP SUM	\$ <u>1,050.00</u>
<u>SITE E</u>				
<u>REVEGETATION</u>				
16.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,245.00</u>
16.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,245.00</u>
16.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,245.00</u>
16.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,245.00</u>
17.0	1000 LF	<u>HAYBLE DIKE (MAX BID \$5.00 per LF)</u>	\$ <u>3.00</u> PER LF	\$ <u>3,000.00</u>
18.0	LUMP SUM	<u>CONSTRUCT RIPRAP V-DITCH 1-E</u>	LUMP SUM	\$ <u>15,400.00</u>
19.0	LUMP SUM	<u>ELIMINATE POND 1</u>	LUMP SUM	\$ <u>860.00</u>
<u>OKEMO CORP O-16-85 PERMIT TOTAL</u>				\$ <u>446,785.00</u>

Green Mountain Company
 511 50th Street
 Charleston, WV 25304

BUYER CB-23	PAGE 020	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<u>CHAFIN COAL CO</u>				
<u>O-69-82</u>				
20.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>14,000.00</u>
21.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>140.00</u>
22.0	LUMP SUM	<u>HAULROAD /ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>140.00</u>
23.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>1,680.00</u>
24.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
<u>SITE C</u>				
25.0	LUMP SUM	<u>BACKFILL</u>	LUMP SUM	\$ <u>28,000.00</u>
26.0	LUMP SUM	<u>REGRADE/TOPSOIL</u>	LUMP SUM	\$ <u>9,505.00</u>
<u>REVEGETATION</u>				
27.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,245.00</u>
27.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>1,245.00</u>
27.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>1,245.00</u>
27.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>1,245.00</u>
28.0	LUMP SUM	<u>RIPRAP V-DITCH 1-C</u>	LUMP SUM	\$ <u>7,905.00</u>
29.0	LUMP SUM	<u>CONSTRUCT CONCRETE HEADWALL 1-C</u>	LUMP SUM	\$ <u>12,475.00</u>
30.0	LUMP SUM	<u>CONSTRUCT FENCE</u>	LUMP SUM	\$ <u>7,560.00</u>
<u>WATER QUALITY ABATEMENT</u>				
31.0	LUMP SUM	<u>CONSTRUCT TREATMENT SITE ROAD</u>	LUMP SUM	\$ <u>11,555.00</u>
32.0	LUMP SUM	<u>CONSTRUCT ALKALINITY CELL 1-C</u>	LUMP SUM	\$ <u>59,215.00</u>
33.0	LUMP SUM	<u>CONSTRUCT ALKALINITY CELL 2-C</u>	LUMP SUM	\$ <u>46,535.00</u>

Green Mountain Company
 511 50th Street
 Charleston, WV 25304

BUYER CB-23	PAGE 021	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

V-36 STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 ENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
34.0	LUMP SUM	<u>CONSTRUCT POND 1-C</u>	LUMP SUM	\$ <u>15,950.00</u>
35.0	LUMP SUM	<u>CONSTRUCT POND 2 -C</u>	LUMP SUM	\$ <u>24,425.00</u>
36.0	LUMP SUM	<u>CONSTRUCT CONCRETE SEEP CUTOFF WALL</u>	LUMP SUM	\$ <u>174,130.00</u>
		<u>CHAFIN COAL CO O-69-82 PERMIT TOTAL</u>		\$ <u>418,195.00</u>

Green Mountain Company
 511 60th Street
 Charleston, WV 25304

BUYER CB-23	PAGE 022	REQ. OR PO NO. DEP 13014
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<u>OKEMO CORP</u>				
<u>O-16-82</u>				
37.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>7,000.00</u>
38.0	LUMP SUM	<u>SPILL CONTAINMENT AREA</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>140.00</u>
39.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>140.00</u>
40.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>1,680.00</u>
41.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
42.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>97,250.00</u>
<u>SITE D</u>				
43.0	LUMP SUM	<u>REGRADE/TOPSOIL</u>	LUMP SUM	\$ <u>3,515.00</u>
43.1	LUMP SUM	<u>STREAMBANK PROTECTION</u>	LUMP SUM	\$ <u>11,115.00</u>
<u>REVEGETATION</u>				
44.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>710.00</u>
44.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>710.00</u>
44.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>710.00</u>
44.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>710.00</u>
45.0	1000 LF	<u>HAYBLE DIKE</u> (MAX BID \$5.00 per LF)	\$ <u>3.00</u> PER LF	\$ <u>3,000.00</u>
46.0	LUMP SUM	<u>RIPRAP V-DITCH 1-D</u>	LUMP SUM	\$ <u>14,380.00</u>

Green Mountain Company
 511 50th Street
 Charleston, WV 25304

BUYER CB-23	PAGE 023	REQ. OR PO NO. DEP 13014
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

IV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<u>SITE F</u>				
47.0	LUMP SUM	<u>BACKFILL</u>	LUMP SUM	\$ 7,700.00
48.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ 4,980.00
<u>REVEGETATION</u>				
49.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ 1,245.00
49.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ 1,245.00
49.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ 1,245.00
49.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ 1,245.00
50.0	LUMP SUM	<u>CONSTRUCT POND 1-F</u>	LUMP SUM	\$ 7,675.00
51.0	LUMP SUM	<u>ELIMINATE POND 7</u>	LUMP SUM	\$ 1,035.00
<u>SITE G</u>				
52.0	LUMP SUM	<u>BACKFILL</u>	LUMP SUM	\$ 14,000.00
53.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ 6,400.00
<u>REVEGETATION</u>				
54.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ 1,245.00
54.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ 1,245.00
54.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ 1,245.00
54.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ 1,245.00

Green Mountain Company
 511 60th Street
 Charleston, WV 25304

BUYER CB-23	PAGE 024	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

V-36 STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 ENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	LUMP SUM	<u>CONSTRUCT POND 1-G</u>	LUMP SUM	\$ 6,350.00
56.0	LUMP SUM	<u>ELIMINATE PONDS</u>	LUMP SUM	\$ 860.00
		<u>OKEMO O-16-82 PERMIT TOTAL</u>		\$ 200,020.00
		<u>OKEMO O-16-85 PERMIT TOTAL</u>	\$	446,785.00
		<u>CHAFIN COAL CO O-69-82 PERMIT TOTAL</u>	\$	418,195.00
		<u>OKEMO O-16-82 PERMIT TOTAL</u>	\$	200,020.00
		<u>PURCHASE ORDER TOTAL</u>	\$	1,065,000.00

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. Pursuant to Legislative Rule 148-CSR1, 6.4.2. The Director may accept or reject, in whole or in part, any bid when the Director feels it to be in the best interest of the State. If any bid is rejected, the Director shall place a written explanation in the purchase order file.

BUYER CB-23	PAGE 025	REQ. OR PO NO. DEP 13014
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

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

BID ITEM TECHNICAL SPECIFICATIONS

1.0, 20.0, 37.0 MOBILIZATION/DEMobilIZATION

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract. It shall also include installation of a project sign according to the attached specification and all demobilization activities. No deduction will be made nor will any increase be made in the Lump Sum Mobilization/Demobilization Item Amount, regardless of decreases or increases in the final total contract amount or for any other cause. (Shall not exceed 5% of the Total Bid for this permit.)

Prior to demobilization, an inspection is required to be conducted by the Department of Environmental Protection's Specialist and the contractor to insure compliance with contract performance.

2.0, 21.0, 38.0 SPILL CONTAINMENT AREA (S.C.A.)

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off site. Used lubricants are to be disposed of according to state law to minimize pollution to the local surface and ground water supplies. Spills are the responsibility of the contractor and need immediate clean up and maintained at no expense to the State. This S.C.A. shall be constructed in accordance with the typical drawing specification. (See Attachment) Alternate containment measures will be considered for approval by the Program Manager if acceptable results can be shown. Fuel tanks manufactured with secondary containment are acceptable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

3.0, 22.0, 39.0 HAULROAD/ACCESS ROAD

The contractor shall maintain and/or construct haul-road/access road during the reclamation process to provide access on a well drained surface. The access road to and on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Roads which are below the project shall be guarded against rolling rock and free there from. Dust-control measures may be necessary if hauling creates airborne material. Snow removal to be included in this item.

4.0, 23.0, 40.0 CONSTRUCTION STAKEOUT

This work shall consist of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work required under the Contract, production of as-built drawings, and of performing topographic surveys and obtaining surveyed cross-sections for accurate determination of pay item quantities. Construction stakeout shall be under the supervision of a Registered Professional Engineer or Licensed Land Surveyor and all drawings signed and/or sealed by such. (Shall not exceed 5% of the total bid for this permit.)

A. MATERIALS

Wooden stakes and other marking materials as described herein.

B. CONSTRUCTION METHODS

B(1). The Contractor shall locate and reference the construction baseline within the limits of work and shall establish bench marks for the proper layout of the work. The Contractor shall make all calculations involved and shall furnish and place all layout stakes or markers.

B(2). The Contractor shall provide field forces and shall set all additional stakes needed, such as offset stakes, reference point stakes, slope stakes, pavement and grade stakes, stakes for roadway drainage, sub-drains, trench drains, fence, culverts or other structures, supplementary bench marks and any other horizontal or vertical controls necessary to secure a correct layout of the work.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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.

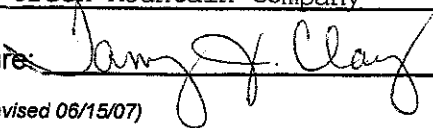
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a 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: Green Mountain Company

Authorized Signature:  Date: 1/22/08

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D) _____ (E) as Principal, and _____ (F) of _____ (G) _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of _____ (K) (\$ _____ (L)) 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 _____ (M)

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 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 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 hereto and these presents to be signed by their proper officers, this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

_____ (Q)
(Name of Principal)
By _____ (S)
(Must be President or Vice President)
_____ (T)
Title
_____ (V)
(Name of Surety)

Attorney-in-Fact

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

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green Mountain Company
of 511 50th Street, Charleston WV 25304, as Principal, and Ohio Farmers Insurance Company
of One Park Circle Westfield Center OH, a corporation organized and existing under the laws of the State of Ohio
Ohio 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 (\$ 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
DEP 13014, Okemo Corporation/Chafin Coal in Logan County, according to plans and specifications.

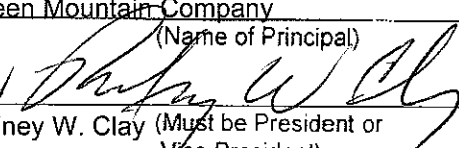
NOW THEREFORE,

- (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.

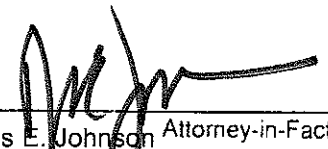
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

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
8th day of January, 2008.

Principal Corporate Seal

Green Mountain Company
(Name of Principal)
By 
Rodney W. Clay (Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

Ross E. Johnson Attorney-in-Fact

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
ROSS E. JOHNSON, PATRICIA C. BAIRE, 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, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)---

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 10th day of DECEMBER A.D., 2004 .

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 10th day of DECEMBER A.D., 2004 , 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
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 8th day of January 2008 D.



Frank A. Carrino
Frank A. Carrino, Secretary