

# BREAKAWAY, INC. 1075 OLD TURNPIKE ROAD SUTTON, WV 26601

General Contractor WV037089

Voice: 304-765-5317 FAX: 304-765-5389

## **FAX COVER PAGE**

To State of WV - Purchasing Division - C	Chuck Bowman
Fax Number 558-3970 Date	11/6/08
From Tonya Vincent	····
Total Pages (Including this cover sheet)	19
RE: <u>Sealed Bid RFO DE</u> Bid Opening Date: 11/16/08	P13009 ' - 1:30pm
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SUTTON WV

BREAKAWAY INC

1075 OLD TURNPIKE ROAD

26601

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

304-765-5317

## Request for MANAGEMENT RECONUMBER Quotation

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304-558-2157

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

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## Request for PROPERTY OF THE PR Quotation

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CHUCK BOWMAN

ADDRESS CORRESPONDENCE TO ATTENTION OF 304-558-2157

\*510160447 SUTTON WV

304-765-5317 BREAKAWAY INC 1075 OLD TURNPIKE ROAD 26601

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

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

304~765-5317 BREAKAWAY INC 1075 OLD TURNPIKE ROAD

SUTTON WV 26601

\*510160447

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

### Request for Quotation

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DEP13009

PAGE:

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN <u>304-558-2157</u>

304-765-5317 \*510160447 BREAKAWAY INC 1075 OLD TURNPIKE ROAD

26601 SUTTON WV

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

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# Request for Quotation DEP13009

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**DEP13009** 

ADDRESS CORRESPONDENCE TO ATTENTION OF CHUCK BOWMAN

304-558-2157

\*510160447

304-765-5317 BREAKAWAY INC 1075 OLD TURNPIKE ROAD

SUTTON WV 26601

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# Request for Quotation DEP1300

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

\*510160447 304-765-5317 BREAKAWAY INC

1075 OLD TURNPIKE ROAD

26601 SUTTON WV

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304-765-5317 **\*510160447** BREAKAWAY INC 1075 OLD TURNPIKE ROAD

SUTTON WV 26601

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# Request for Quotation DEP13009

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DEP13009

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CHUCK BOWMAN 304-558-2157

304-765-5317 \*510160447 BREAKAWAY INC 1075 OLD TURNPIKE ROAD

SUTTON WV 26601

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

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

## Request for Quotation

DEP13009

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

\*510160447 304-765-5317 BREAKAWAY INC 1075 OLD TURNPIKE ROAD SUTTON WV 26601

DATE PRIN	TEO	A COURTE	ams of sa	LE (Million	2000	SHIP	VIA		О.В.,	EREIGHT TERMS
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**\*510160447** 

SUTTON WV

BREAKAWAY INC

1075 OLD TURNPIKE ROAD

26601

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

304-765-5317

Request for	
Quotation	

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CHUCK BOWMAN	
304-558-2157	

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	ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 601 57TH STREET SE
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þ	OFFICE OF SPECIAL RECLAMATION
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CHARLESTON, WV 25304

304-926-0499

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\*510160447

SUTTON WV

BREAKAWAY INC

1075 OLD TURNPIKE ROAD

26601

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

304-765-5317

Request for E Quotation

DEP13009

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ADDRESS CORRESPONDENCE TO ATTENTION OF: CHUCK BOWMAN

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

DATEPRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 70/10/2008 BID OPENING DATE: 10/30/2008 RID OPENING TIME .30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT \*\* ADDENDUM NO. BID OPENING DATE FOR THE HUNT COAL PROJECTS HAS BEEN DELAYED FROM 10/14/2008 TO 10/30/2008 AT 1:30 PM. THE AGENCY IS REVIEWING AND REVISING DRAWINGS AND SPECIFICATIONS AND WILL DISTRIBUTE THE REVISIONS IN AN ADDITIONAL ADDENDUM THAT WILL BE SENT THE WEEK OF 10/20/08. \*\*\* NO OTHER CHANGES \*\*\*\*\* b001 ďΒ 962-73 RECLAMATION: RESTORATION OF LAND B689,550.00 IS THE END OF REQ THIS DEP13009 \*\*\*\*\* TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TINON nUn 304-765-5317 11/6/08 TITLE President 13-4279911 ADDRESS CHANGES TO BE NOTED ABOVE

# Request for Quotation

DEP13009

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i Áir LE A		SPONDENCE	TO ATTENTO	N OF:
HUCK	BOWMAN			
04-51	59-2157			

304-765-5317 1075 OLD TURNPIKE ROAD

SUTTON WV 26601

\*510160447

BREAKAWAY INC

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Sutton, WV 26601 304-765-5317 Voice,

	BUYER	PAGE	REQ. OR PO NO.						
	CB-23	17	DEP 13009						
1	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

VENDOF	₹:				
ITEM NO.	QUANTITY		escription	UNIT PRICE	AMOUNT
		REVISED	BID SCHEDULE		
	-	PERMIT NAME	: HUNT COAL		
		PERMIT NUMB	ER(S): <u>U-5071-86</u>		
		WATER QUA	LITY ABATEMENT		
		supporting documentation reg	o request additional information and arding unit prices when the unit price be unreasonable.		
1.0	LUMP SUM	MOBILIZATION/DEMOBILIZ. permit)	ATION (5% Total Bld Maximum for this	LUMP SUM	\$ 10,000.00
2.0	Lump sum	SPILL CONTAINMENT AREA permit)	(S.C.A.)(\$1,000.00 Maximum Bid for this	LUMP SUM	\$_100.00
3.0	LUMP SUM	REGRADING AND TOPSOIL		LUMP SUM	\$ 100.00
4.0		<u>REVEGETATION</u>			estada tur "muniformano for
4.1	LUMP SUM	AGRICULTURAL LIME		LUMP SUM	\$ 1,250.00
4.2	LUMP SUM	FERTILIZER		LUMP SUM	\$ 3,750.00
4.3	Lump sum	MULCH		LUMP SUM	\$ 3,750.00
4.4	Lump sum	VEGETATIVE SPECIES		LUMP SUM	\$ 2,500.00
5.0	LUMP SUM	CONSTRUCTION STAKEOUT	(Limited to 5% Total Bid For This Permit.)	LUMP SUM	\$ 100.00
6.0		WATER TREATMENT PO	<u>DNDS</u>		
6.1	Lump sum	STILLING BASIN, ANCHOR P	AD.	LUMP SUM	\$ <u>.30,000</u> .00
6.2	LUMP SUM	POND #1		LUMP SUM	\$ 15,000.00
6.3	LUMP SUM	POND #2		lump sum	\$ 15,000.00
6.4	LUMP SUM	POND #3		LUMP SUM	\$ 15,000.00
6.5	LUMP SUM	HEADWALL#1		LUMP SUM	\$ 10,000.00

#### BREAKAWAY, INC. 1075 Old Turnpike Road Sutton, WV 26601 Voice, 304-765-5317

REQ. OR PO NO. DEP 13009 BUYER PAGE .18 CB-23 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
7.0	1000 LF	HAYBALE DIKE(Max. bid \$5.0	0 per LF)	PER LF	\$ 4,000.00
8.0		<u> </u>	JLVERTS		
8.1	LUMP SUM	ADS PIPE		LUMP SUM	\$ 50,000.00
9.0	LUMP SUM	STRUCTURE AND/OR DEBRIS	REMOVAL	LUMP SUM	\$ 40,000.00
10.0	NO BID ITEM	<u>utilities</u>		NO BID ITEM	
11,0	Lump sum	<b>DEEP MINE SEAL</b> (Wet Type (A	cid producing seam))	Lump sum	\$ 15,000.00
12.0		<u>OPEN LIME</u>	STONE CHANNELS		
12.1		CHANNEL NUMBER THREE (1 INCH (24") HANCOR PIPES	3) WITH TWO (2) TWENTYFOUR	Lump sum	\$ 35,000.00
12.2	LUMP SUM	CHANNEL NUMBER ONE (#1)		MOE 4MUJ	\$ 10,000.00
12.3	LUMP SUM	V-DITCH #1		LUMP SUM	\$ 30,000.00
12.4	Lump sum	V-DITCH #2		Lump sum	\$ 50,000-00
12.5	lump sum	CONVEYANCE CHANNEL		LUMP SUM	\$ 20,000.00
13.0	Lump sum	FINGER DRAINS		LUMP SUM	\$ 16,000.00
14.0		AQUA-FIX TREATMENT FACI	LITY		
14.1	Lump Sum	FOUNDATION AND STRUCTU	RAL ELEMENTS	LUMP SUM	\$ 30,000.00
14.2	LUMP SUM	SUB-FOUNDATION PREP		LUMP SUM	\$ 20,000,00
14.3	LUMP SUM	CRANE	,	LUMP SUM	\$ 1,000,00
14.4	LUMP SUM	DOSING UNIT AND SILO		LUMP SUM	\$ 50,000.00
14.5	LUMP SUM	WATER INTAKE LINE TO DR	<u>VE UNIT</u>	LUMP SUM	\$ 50,000.00 \$ 20,000.00

BREAKAWAY, INC. 1075 Old Turnpika Road Sutton, WV 26601 Voice, 304-765-5317

REQ. OR PO NO. DEP 13009 BUYER PAGE CB-23 19 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	р	Becription	UNIT PRICE	amount
15.0		MINE SEEP COLLE	CTION AND CONVEYANCE		
15.1	LUMP SUM	MINE SEEP COLLECTION SY	STEM (at mine seal)	LUMP SUM	s_40,000.º
16.0		TREATMEN	T SITE ROADWAYS		
16.1	LUMOP SUM	CONSTRUCT ACCESS ROAD	AND DRIVE THROUGH	LUMP SUM	\$ 10,000.00
16.2	LUMP SUM	RECONSTRUCT EXISTING AC	CESS ROAD #2	LUMP SUM	\$ <u>20,000.00</u>
16.3	LUMP SUM	RECONSTRUCT EXISTING AC	CESS ROAD #3, THREE (3) LOW	lump sum	\$ 36,000.00
17.0		SLUDGE	DRYING CELLS		
17.1	LUMP SUM	CELL#1.		LUMP SUM	\$ 20,000.00
17.2	LUMP SUM	<u>CELL #2,</u>		LUMP SUM	\$ 20,000.00
17,3	LUMP SUM	CELL #3		LUMP SUM	\$ 20,000.00
18.0		CONV	EYANCE LINE		
18.1	Lump sum	SLUDGE CONVEYANCE LINE	FROM PONDS #1, #2, #3	LUMP SUM	\$ 16,000.00
19.0	lump sum	FENCING/GATES		LUMP SUM	\$10,000.00
		TOTAL FOR	PERMIT U-5071-86		\$ <u>689,550.</u>

# STATE OF WEST VIRGINIA Purchasing Division

# PURCHASING AFFIDAVIT

#### VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

## PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require 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 in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

#### **ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### 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 is in compliance with the requirements as stated.

Vendor's Name:

\*\*Precisor: United the vendor of the compliance with the requirements as stated.\*\*

venuoi s ivame. Ureana war	
Authorized Signature:	Date: 11/10/08
Purchasing Affidavit (Revised 07/01/08)	

Agency	Purchasing	Division
REO P	O# DEP13009	)

#### **BID BOND**

of 1975 D1d Turnptike Road _ Sutton, w/ 26601		KNOW A	ALL MEN BY 1	THESE PRES	SENTS, That	we, the unde	ersigned, _	Breakaway,	Inc.		
of West Virginia, as Obligee, in the penal sum of (5%) Five percent of amount(\$\frac{1}{2}\text{d}}\$ for the payment of which, well and furly 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 Hunt. Coal Project  Logan County, WV  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 retuined by the bid or proposal, and shall hall other respects perform the agreement created by the acceptance of said bid, then this obligation shall be mull and void, otherwise shis 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 difficers, this find the proper officers is the proper difficers.  Surety Corporate Seal  Ohio Farmers Insurance Company  (Name of-Frincipal)  Find the proper officers and the proper officers and proper in the proper officers and proper in the proper officers and proper in the proper officers and proper in the proper											
of West Virginia, as Obligee, in the penal sum of (5%) Five percent of amount(\$\frac{1}{2}\text{d}}\$ for the payment of which, well and furly 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 Hunt. Coal Project  Logan County, WV  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 retuined by the bid or proposal, and shall hall other respects perform the agreement created by the acceptance of said bid, then this obligation shall be mull and void, otherwise shis 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 difficers, this find the proper officers is the proper difficers.  Surety Corporate Seal  Ohio Farmers Insurance Company  (Name of-Frincipal)  Find the proper officers and the proper officers and proper in the proper officers and proper in the proper officers and proper in the proper officers and proper in the proper	Company	of One	Park Circl	e Drive, We	estfield Ce	ter, @Hcor	poration o	rganized and	existing und	ler the laws of th	he State of
of West Virginia, as Obligee, in the penal sum of (5%) Five percent of amount (%1d) for the payment of which, well and truly to be made, we jointly and severally bind outselves, 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 Hubt. Coal Project  Logan County, W  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 states.  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 November 20_08  Surety Corporate Seal  Ohio Farmera Insurance Company  (Name of Surety)  Attorney-in-Fact  With Resident Agent  Attorney-in-Fact  With R	Ohi	•	with its princi	pal office in t	the City of	Westfield	Center	_, as Surety,	are held and	d firmly bound u	into the State
well and truly to be made, we jointly and severally bind outselves, 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 Hunt Coal Project  Logan County, W  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 hardto 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 rull and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surrety 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  Ohio Farmers Insurance Company  (Name of Surety)  Attorney-in-Fact  With Attorney-in-Fact  With Saint, Agent  MPORTANT – Surety executing bonds must be licensed in West Virginia to the content of the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and the proper officers and	of West									•	
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General Power of Attorney

#### CERTIFIED COPY

POWER NO. 4750172 01

# Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

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

Andrew K. Teeter, Kimberly L. Miles, Janis Kay Peacock, Douglas P. Taylor, Pamela D. Obrien, Donna J. Price, Travis A. Hill, Jr., Pamela V. Lanham, 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

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, nereby 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

be and is hereby vested with full power and authority to appdint 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 tacsimile 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

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

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 19th day of

Corporate Seals Affixed

State of Ohio County of Medina "YIONA W

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY

OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr., Senior Executive

A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly On this 19th day of JUNE 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

State of Onio County of Medina

35.;

35.



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

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 lorce and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of November





