



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

State of West Virginia
 Request for Quotation
 32 - Reclamation

Proc Folder: 33901

Doc Description: Addendum #5 -Reclamation on mining operation ref: DEP16529

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-11-19	2014-12-04 13:30:00	CRFQ 0313 DEP1500000017	6

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


VENDOR
 Vendor Name, Address and Telephone Number:
 EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

DUPLICATE COPY
 OF B.O
 SUBM. THRO ON LINE

TOTAL B.O \$ 196,319

12/04/14 01:01:13PM
 West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER
 Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X  FEIN # 55-0754491 DATE 12/3/14

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

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization and Demobilization	1.00000	LS	1000-	1000-

Comm Code	Manufacturer	Specification	Model #
71101501			

Extended Description :
Mobilization and Demobilization (Shall not exceed 5% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Site Preparation	1.00000	LS	9000-	9000-

Comm Code	Manufacturer	Specification	Model #
71101501			

Extended Description :
Site Preparation (Shall not exceed 5% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Storm Water Management	500.00000	LF	1-	500-

Comm Code	Manufacturer	Specification	Model #
70171802			

Extended Description :
Storm water management

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Revegetation	2.00000	ACRE	2500 ⁻	5000 ⁻

Comm Code	Manufacturer	Specification	Model #
10150000			

Extended Description :
Revegetation

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Incidental Stone	200.00000	TON	50 ⁻	10,000 ⁻

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :
Incidental Stone

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Grouted Limestone Rip-Rap V-Ditch #1	210.00000	LF	70 ⁻	14,700 ⁻

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :
Grouted Limestone Rip-Rap V-Ditch #1

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Eliminate Alkalinity Cell #1, Construct Pond #4	1.00000	LS	20,000 ⁻	20,000 ⁻

Comm Code	Manufacturer	Specification	Model #
72141212			

Extended Description :
Eliminate Alkalinity Cell #1, Construct Pond #4

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Install Dike and Pipe in Ditch 'A'	1.00000	LS	20,000 ⁻	20,000 ⁻

Comm Code	Manufacturer	Specification	Model #
70171706			

Extended Description :

Install Dike and Pipe in Ditch 'A'

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Access Road Extension	250.00000	LF	30 ⁻	7500 ⁻

Comm Code	Manufacturer	Specification	Model #
95111503			

Extended Description :

Access Road Extension

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US	ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Cleanout/Repair Baffle Curtains in Pond #1	1.00000	LS	20,000 ⁻	20,000 ⁻

Comm Code	Manufacturer	Specification	Model #
47101555			

Extended Description :

Cleanout/Repair Baffle Curtains in Pond #1

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Cleanout/Repair Baffle Curtains in Pond #2	1.00000	LS	20,000 ⁻	20,000 ⁻

Comm Code	Manufacturer	Specification	Model #
47101555			

Extended Description :
Cleanout/Repair Baffle Curtains in Pond #2

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Cleanout/Refill Alkalinity Cell #2	1.00000	LS	20,000 ⁻	20,000 ⁻

Comm Code	Manufacturer	Specification	Model #
71101501			

Extended Description :
Cleanout/Refill Alkalinity Cell #2

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Limestone Rip-Rap V-Ditch #2	315.00000	LF	40 ⁻	12,600 ⁻

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

Limestone Rip-Rap V-Ditch #2

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Construct Alkalinity Cell #3	1.00000	LS	30,019 ⁻	30,019 ⁻

Comm Code	Manufacturer	Specification	Model #
71101501			

Extended Description :

Construct Alkalinity Cell #3

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Install Ag lime in V-ditch #2 and ditch 'B'	150.00000	TON	40 ⁻	6000 ⁻

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

Install Ag lime in V-ditch #2 and ditch 'B'

DEP150000017	Document Phase Final	Document Description Addendum #5 -Reclamation on mi ning operation ref: DEP16529	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: DEP150000017

Addendum Number: 05

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

This addendum is issued to correct the following errors:

1. To attach a copy of bid bond for and preparation instructions.
2. To attach a copy of the drug free workplace affidavit and drug free worksheet.

The bid opening date will change to December 4, 2014 at 1:30 PM, EST.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: EASTERN ARROW CORP, INC

Contractor's License No. WV022303

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

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

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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



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


**STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:**

I, ANN WARDWELL, after being first duly sworn, depose and state as follows:

1. I am an employee of EASTERN ARROW CORP INC; and,
(Company Name)
2. I do hereby attest that EASTERN ARROW CORP INC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

By: 
 Title: PRESIDENT
 Company Name: EASTERN ARROW CORP INC
 Date: DECEMBER 3, 2014

Taken, subscribed and sworn to before me this 3RD day of DECEMBER, 2014.

By Commission expires MAY12, 2019

(Seal) 
 OFFICIAL SEAL - NOTARY PUBLIC
 State of West Virginia
 LEONARD P. LIVESAY
 112 Pryor Street
 East Bank, WV 25087-0369
 My Commission Expires 5/12/2019


 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: EASTERN ARROW CORP., INC.

Authorized Signature: _____ Date: DECEMBER 3, 2014

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 3RD day of DECEMBER, 2014.

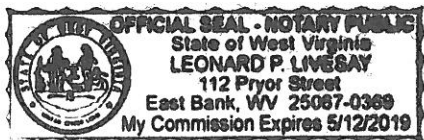
My Commission expires MAY 12, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC

Leonard P. Livesay

Purchasing Affidavit (Revised 07/01/2012)




ATTACHMENT 4

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

EASTERN ARROW CORP, INC.

(Company)

 ANN WARDWELL, PRESIDENT

(Authorized Signature) (Representative Name, Title)

304.414.0255 304.414.0256 12/3/2014

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 05

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

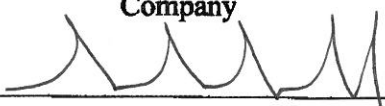
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

EASTERN ARROW CORP, INC.
Company

Authorized Signature
12/3/2014
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

ATTACHMENT 6

BELLE CONTRACTING, INC.
 PERMIT S-6020-87
 BID SCHEDULE
 DEP16529

ENDOR NAME: Hayden Arroyo Corp

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilization & Demobilization (Shall not exceed 5% of Total Bid)	1	LS	\$	\$ 1000 ⁻
2.0	Site Preparation (Shall not exceed 5% of Total Bid)	1	LS	\$	\$ 9000 ⁻
3.0	Stormwater Management	500	LF	\$ 1 ⁻	\$ 500
4.0	Revegetation	2	AC	\$ 2500 ⁻	\$ 5000 ⁻
5.0	Incidental Stone	200	TN	\$ 50 ⁻	\$ 10,000 ⁻
6.0	Grouted Limestone Rip-Rap V-Ditch #1	210	LF	\$ 70 ⁻	\$ 14,700 ⁻
7.0	Eliminate Alkalinity Cell #1, Construct Pond #4	1	LS	\$ 20,000 ⁻	\$ 20,000 ⁻
8.0	Install Dike and Pipe in Ditch 'A'	1	LS	\$ 20,000 ⁻	\$ 20,000 ⁻
9.0	Access Road Extension	250	LF	\$ 30 ⁻	\$ 7,500 ⁻
10.0	Cleanout/Repair Baffle Curtains in Pond #1	1	LS	\$ 20,000 ⁻	\$ 20,000 ⁻
11.0	Cleanout/Repair Baffle Curtains in Pond #2	1	LS	\$ 20,000 ⁻	\$ 20,000 ⁻
12.0	Cleanout /Refill Alkalinity Cell #2	1	LS	\$ 20,000 ⁻	\$ 20,000 ⁻
13.0	Limestone Rip-Rap V-Ditch #2	315	LF	\$ 40 ⁻	\$ 12,600 ⁻
14.0	Construct Alkalinity Cell #3	1	LS	\$ 30,019 ⁻	\$ 30,019 ⁻
15.0	Install Ag Lime in V-Ditch #2 and Ditch 'B'	150	TN	\$ 40 ⁻	\$ 6,000 ⁻
TOTAL BID:					\$ 196,319

BIDDER'S AUTHORIZED SIGNATURE: [Signature]

DATE: 12/3/14

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eastern Arrow Corporation, Inc.
of PO Box 4108, Charleston WV 25364, as Principal, and Ohio Farmers Insurance Company
of PO Box 5001, Westfield Center, Ohio 44251, a corporation organized and existing under the laws of the State of 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 of Amount Bid (\$ 5% of Amount Bid) 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
Solicitation No.: CRFQ 0313 DEP150000017 for DEP16529, Belle Contracting in Putnam County WV
according to plans and specifications.

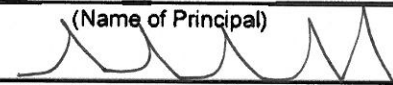
NOW THEREFORE,

- (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.

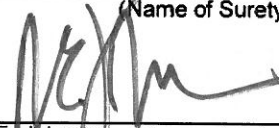
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 3rd day of December, 2014.

Principal Seal

Eastern Arrow Corporation, Inc.
(Name of Principal)
By 
(Must be President, Vice President, or
Duly Authorized Agent)
Ann Wardwell, President
(Title)

Surety 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, must affix its seal, and
must attach a power of attorney with its seal affixed.**

General
Power
of Attorney

POWER NO. 4751892 01

**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, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, 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 National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and 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



David A. Kotnik

David A. Kotnik, 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 3rd day of December, A.D., 2014 .



Frank A. Carrino
Frank A. Carrino, Secretary