



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
DEP13018

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Barnes Exc. Inc.**  
**P.O. Box 13384**  
**Sissonville, WV 25360**

SHIP TO

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	F.O.B	FREIGHT TERMS
06/09/2010				

BID OPENING DATE: **07/22/2010**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 99,790.
<p><b>RECLAMATION: RESTORATION OF LAND</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF HAWK'S NEST MINING, NOW UNDER REVOKED PERMIT NUMBER(S)0-1-81, ON A SITE OF APPROXIMATELY 2-ACRES LOCATED NEAR BELLE, WEST VIRGINIA, (KANAWHA CO.), PER THE FOLLOWING SPECIFICATIONS.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 06/24/2010 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR</p>						

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 2010 JUL 29 PM 1:08  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Catherin Barn</i>	TELEPHONE 304-984-1725	DATE 7/22/10	
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE	

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

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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**CHUCK BOWMAN**  
**304-558-2157**

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VENDOR

**Barnes Exc. Inc.**  
**P.O. Box 13384**  
**Sissonville, WV 25360**

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
**601 57TH STREET SE**  
**CHARLESTON, WV**  
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<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: NEAR BELLE, AT INTERSECTION OF SR60 AND CR 70, TURN UP WITCHER CREEK AND TRAVEL APPROXIMATELY 1.0 MILE AND TURN RIGHT ONTO A ROAD JUST BEFORE CROSSING CREEK. A SPECIAL RECLAMATION SIGN IS ALREADY ERECTED AT THE MOUTH OF THIS ROAD. TRAVEL APPROXIMATELY 0.2 MILE TO GATE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catheri Barn</i>	TELEPHONE <b>304-984-1725</b>	DATE <b>7/22/10</b>
TITLE <i>President</i>	FEIN <b>550736745</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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**Barnes Exc. Inc.**  
**P.O. Box 13384**  
**Sissonville, WV 25366**

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<p>VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 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 HERE IN.</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 KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</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>						

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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:            CONTRACTORS NAME: ..... <i>Barnes Exc. Inc.</i> .....</p> <p>CONTRACTORS LICENSE NO.: <i>WV023257</i> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES 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, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT</p>						

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SIGNATURE <i>Cathern Barnes</i>	TELEPHONE 304-984-1725	DATE 7/22/10
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TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE
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Barnes Exc. Inc. P.O. Box 13384 Sissonville, WV 25360	

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WITHOUT FURTHER ORDER.						
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,						
A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.						
B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.						
C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.						
2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN						

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				<p>WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; 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 ALUMINU</p>		

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<p>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 ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID 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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

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BID OPENING DATE: **07/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>DEP13018....</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathern Barnum</i>	TELEPHONE <b>304-984-1725</b>	DATE <b>7/22/10</b>
TITLE <i>President</i>	FEIN <b>550736745</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEP13018**

PAGE  
**10**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Barnes Exc. Inc.**  
**P.O. Box 13384**  
**Sissonville, WV 25360**

SHIP TO

**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
06/09/2010				

BID OPENING DATE: **07/22/2010**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1			✓			
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY 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.						
<p>..... <i>Cathern Barn</i> ..... SIGNATURE</p> <p>..... <i>Barnes Exc. Inc.</i> ..... COMPANY</p> <p>..... <i>7/22/10</i> ..... DATE</p>						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						

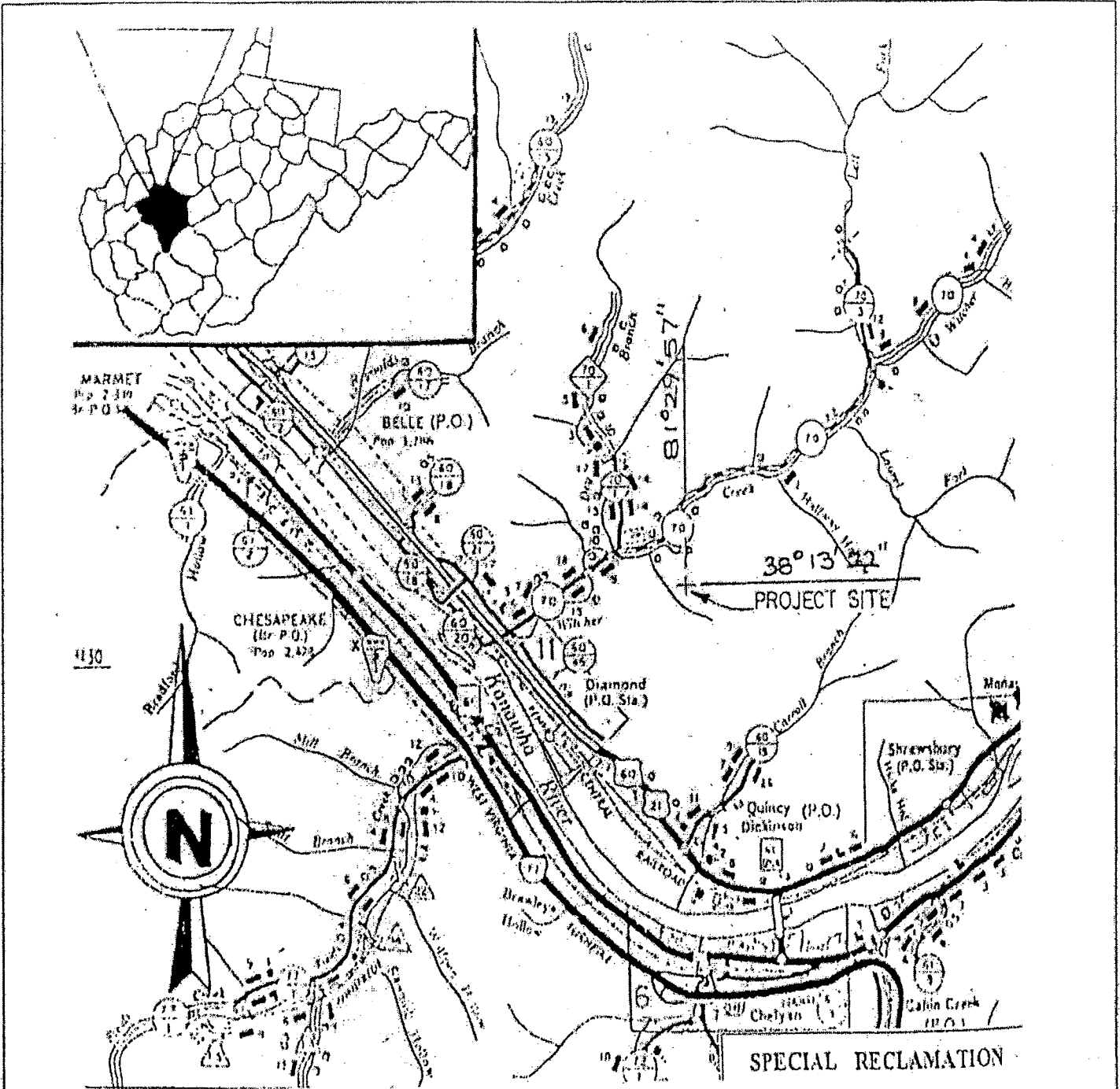
SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Cathern Barn</i>	TELEPHONE <i>304-984-1725</i>	DATE <i>7/22/10</i>	
TITLE <i>President</i>	FEIN <i>550736745</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

BUYER CB-23	REQ. OR PO NO DEP15018
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION	



**\*DIRECTIONS:**  
 Near Belle, at the intersection of SR60 and CR70, turn up Witcher Creek and travel appx 1.0 mile and turn right onto a road just before crossing the creek. An Special Reclamation sign is already erected at the mouth of this road. Trave appx 0.2 mile to the gate.

OFFICE OF SPECIAL RECLAMATION	
<b>SITE LOCATION</b>	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	-	REQ. OR PO NO. DEP 13018
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Hawk's Nest Mining, Permit O-1-81, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #1.0. If fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. A project sign from an earlier construction project is already in place. The posts can be used to erect the sign for this project.
2. Concurrent and continuous reclamation shall be maintained for all areas throughout the life of the project. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
3. Construction stakeout as necessary to carry out work. (Not a separate Bid Item).
4. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
5. Prepare ponds number three (#3) and number five (#5) for installation of liners by clearing, grubbing and grading. Grades for bottom shall be surveyed and grade stakes installed by the Contractor. Bottoms of the ponds shall be sloped toward the sludge conveyance pump connections at 3% slope. Prepare pond number 7 (#7) for installation of liner by clearing and grubbing. Pond number seven (#7) does not need bottom graded. Prepare spillway from pond number three (#3) to pond number five (#5) by removing existing grouted rip-rap. Cost of clearing, grubbing, staking and grading are inclusive to preparing ponds and spillway. (See attached plans and/or specifications.)
6. Install liners in ponds number three (#3), number five (#5), and number seven (#7), and in spillway from pond number three (#3) to pond number five (#5), including addition of a four inch (4") sand layer beneath all pond and spillway liners. Install grout keys to prevent water from going under the grouted spillways and pond liners. Cost of liners, grout, sand and all excavation and installation will be inclusive to the cost of lining the ponds. (See attached plans and/or specifications).
7. Install three (3) floating baffle curtains in each of ponds number two (#2), number three (#3), number four (#4), and number five (#5). Install two (2) anchors (see attached details) on each curtain. The cost of the curtains, anchors and installation are inclusive to this item. (See attached plans and/or specifications)
8. Excavate check dam number one (#1) and reset/stabilize, including construction of grouted pad. Install two (2) twelve inch (12") stainless steel knife valves, enclosed in boxes of sufficient size for easy access and operation, in the conveyance lines just below the check dam. Cost of all excavation, installation, grouted pad, stainless steel knife valves and boxes, are inclusive to the cost of this item. (see attached specifications and/or plans).

BUYER CB-23	REQ. OR PO NO. DEP 13018
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a            STATE OF WEST VIRGINIA  
 REV. 5-26-09    PURCHASING CONTINUATION SHEET  
 VENDOR: \_\_\_\_\_

9. Re-arrange stone in limestone channel #3 to accommodate a channel constructed of 24" corrugated plastic pipe, cut in half lengthwise. Pipe will be bedded in crusher run over the existing stone and will follow the elevation already established. Cost of the four (4) twenty-foot (20') sections of twenty four inch (24") plastic pipe, crusher run, grading, and installation are inclusive to this item. (See attached plans and/or specifications.)
10. Regrade all disturbed areas and top dress with seed, lime and fertilizer. The two additional trees identified in vegetative species specifications will be inclusive to the cost of vegetative species item.

I, Stephen Nestor the undersigned, hereby certify <sup>1</sup> that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.



Stephen R. Nestor  
 Registered Professional Engineer WV No. 10227

SEAL

5/5/10  
 Date:

<sup>1</sup> The term "**certify**" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

BUYER CB-23	REQ. OR PO NO DEP 13018
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA  
 REV. 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
PERMIT NAME: <u>Hawk's Nest Mining</u>				
PERMIT NUMBER(S): <u>O-1-81</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	<b><u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u></b> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>4,850.</u>
2.0	LUMP SUM	<b><u>SPILL CONTAINMENT AREA (S.C.A.)</u></b> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>900.00</u> RB
3.0	LUMP SUM	<b><u>REGRADING AND TOPSOILING</u></b>	LUMP SUM	\$ <u>15,325.</u>
4.0	LUMP SUM	<b><u>PREPARE PONDS #3, #5 AND #7 AND SPILLWAY</u></b> <b><u>FROM POND #3 TO POND #5 FOR LINERS</u></b>	LUMP SUM	\$ <u>11,640.</u>
5.0	1 EACH	<b><u>POND LINER INSTALLATION POND #3</u></b> (Including Spillway from Pond #3 to Pond #5)	\$ <u>7,833.</u> per EACH	\$ <u>7,833.</u>
6.0	1 EACH	<b><u>POND LINER INSTALLATION POND #5</u></b> (Including grout key in spillway from Pond #5 to Pond #6)	\$ <u>8,013.</u> per EACH	\$ <u>8,013.</u>
7.0	1 EACH	<b><u>POND LINER INSTALLATION POND #7</u></b> (Including grout keys in spillway from Pond #6 to Pond #7 and spillway from Pond #7 to natural stream)	\$ <u>16,255.</u> per EACH	\$ <u>16,255.</u>
8.0	3 EACH	<b><u>BAFFLE CURTAIN INSTALLATION, POND #2</u></b>	\$ <u>1,847.</u> per EACH	\$ <u>5,541.</u>
9.0	3 EACH	<b><u>BAFFLE CURTAIN INSTALLATION, POND #3</u></b>	\$ <u>1,847.</u> per EACH	\$ <u>5,541.</u>
10.0	3 EACH	<b><u>BAFFLE CURTAIN INSTALLATION, POND #4</u></b>	\$ <u>1,847.</u> per EACH	\$ <u>5,541.</u>
11.0	3 EACH	<b><u>BAFFLE CURTAIN INSTALLATION, POND #5</u></b>	\$ <u>1,847.</u> per EACH	\$ <u>5,541.</u>



BUYER CB-23	REQ. OR PO NO DEP 13018
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

12.0	110 LF	<u>CONVEYANCE CHANNEL #3 INSTALLATION</u>	\$ <u>41.00</u> per LF	\$ <u>4,510.</u>
13.0	LUMP SUM	<u>EXCAVATE/STABILIZE CHECK DAM #1 AND INSTALL STAINLESS STEEL KNIFE VALVES/BOXES</u>	LUMP SUM	\$ <u>6,800.</u>
14.0		<u>REVEGETATION</u>		
14.1	3 TONS	<u>AGRICULTURAL LIME</u>	\$ <u>125.00</u> per TON	\$ <u>375.00</u>
14.2	1 ACRE	<u>FERTILIZER</u>	\$ <u>375.00</u> per ACRE	\$ <u>375.00</u>
14.3	1 ACRE	<u>MULCH</u>	\$ <u>375.00</u> per ACRE	\$ <u>375.00</u>
14.4	1 ACRE	<u>VEGETATIVE SPECIES</u>	\$ <u>375.00</u> per ACRE	\$ <u>375.00</u>
		<b>PERMIT TOTAL</b>		\$ <u>99,790.</u>

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Barnes Exc., Inc.  
of Sissonville, WV, as Principal, and United States Surety Company  
of Timonium, MD, a corporation organized and existing under the laws of the State of  
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
DEP13018 Hawks Nest Mining - According to Plans and Specifications

**NOW THEREFORE,**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
22nd day of July, 2010.

Principal Corporate Seal

Barnes Exc., Inc.  
(Name of Principal)  
By Catherine Barn  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

United States Surety Company  
(Name of Surety)  
By Kimberly J. Wilkinson  
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moyer, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

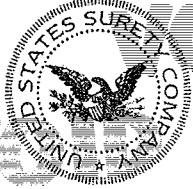
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company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

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 or 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals



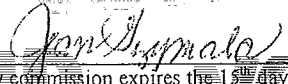
By:   
Peter W. Carman, Vice-President

State of Maryland  
County of Baltimore SS:

On this 4th day of December, 2008, before me, Jean Grzymala, a notary public, personally appeared Peter W. Carman, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature   
My commission expires the 15th day of December, 2012

I, Carol T. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty 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, 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 Baltimore, Maryland this 22nd day of July 2008.

Corporate Seals

  
Carol T. Nevin, Assistant Secretary





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, Robert Barnes, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BARNES EXC. INC.; and,  
(Company Name)
- 2. I do hereby attest that BARNES EXC. INC.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5.**

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

BARNES EXC. INC.  
(Company Name)

By: Robert Barnes  
Title: General Manager  
Date: 6/15/10

Taken, subscribed and sworn to before me this 15<sup>th</sup> day of June 2010

By Commission Expires January 16, 2012  
Official Seal  
Notary Public, State of West Virginia  
Jana Wood  
6409 Sissonville Dr.  
Sissonville, WV 25320  
My Commission Expires January 16, 2012

Jana Wood  
(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.**

RFQ No. Dep. 13018

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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Barnes Exl. Inc

Authorized Signature: [Signature] Date: 6/15/10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of June, 2010.

My Commission expires January 16, 2012

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

