

RSS PG

WESTMORELAND COAL COMPANY

VIRGINIA OPERATIONS

Big Stone Gap, Virginia 24219-0196 ☐ 703-523-4000

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U.S. N.R.C.
LIC. FEE MGMT. BRANCH

July 31, 1985

Mr. Paul Guinn
U.S. Nuclear Regulatory Commission
Region II
Materials Radiation Protection Section
101 Marietta Street, Suite 2900
Atlanta, GA 30303

RE: Amendment to Materials License Number 45-21126-01

Dear Mr. Guinn:

The licensee, Westmoreland Coal Company, is hereby requesting approval to amend Condition 10 of the above referenced license. We request permission to store the Troxler Series 3400 Gauge at a field office located on State Route 78 in Andover, Virginia 24215. A floorplan showing the exact location of the gauge has been included herein. The gauge will be stored at this new location or at the Big Stone Gap, Virginia location as shown on the license. A \$60.00 amendment fee has been enclosed.

If you have any questions or comments, please contact me.

Sincerely,

J. Brandon Pachol

J. Brandon Pachol
Radiation Safety Officer

jlh

Enclosures

Aug - 1 - II

Applicant
Check No.	029089
Amount	317.60
Fee Category	Amend.
Type of Fee
Date Check Rec'd	8/7/85
Received By	Jacques

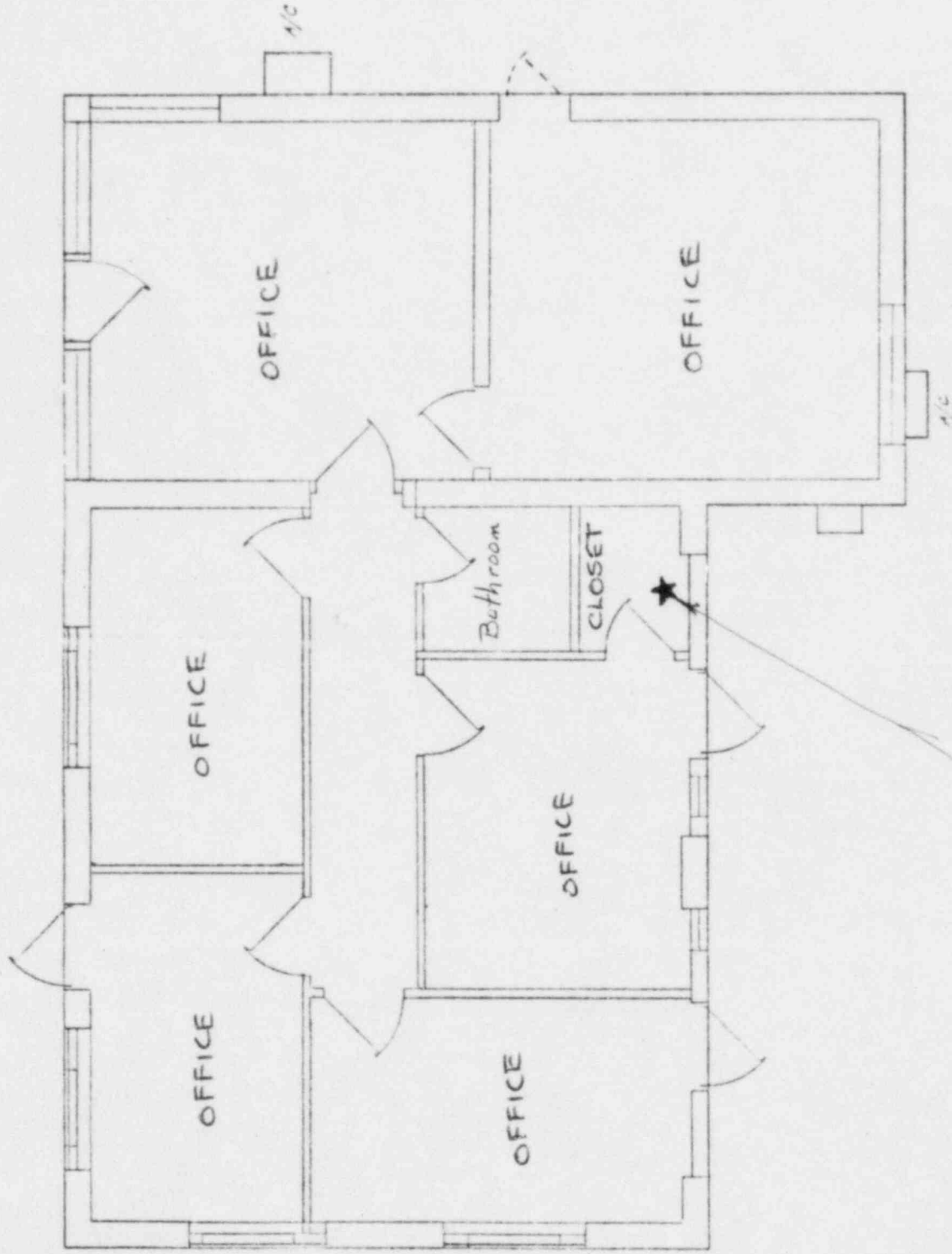
8509250393 850830
REG2 LIC30
45-21126-01 PDR

50679
Received 8/6/85
PG Reg II

BY *ML* DATE 12/2/84
CHND BY DATE

SUBJECT *Redwood Construction*

SHEET NO. 1 OF
JOB NO.



— STORE TROXLER SERIES 3400 GAUGE HERE.



PURCHASE ORDER

WESTMORELAND COAL COMPANY
VIRGINIA OPERATIONS
DRAWER A & B
BIG STONE GAP, VIRGINIA 24219
PHONE 703-523-4000

ORDER NO. 001182

ABOVE ORDER NO. MUST APPEAR ON ALL PAPERS AND PACKAGES RELATIVE TO THIS ORDER

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U. S. Nuclear Regulatory Commission
Region II
Materials Radation Protection Section
101 Marietta Street, Suite 2900
Atlanta, GA 30303

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Westmoreland Coal Company
Virginia Operations
c/o E. Fritz
Drawer A & B
Big Stone Gap, VA 24219-0196

RECEIVED

JUL 25 1985

DATE OF ORDER 07/23/85		F.O.B. SHIP POINT		DEST.		SHIP VIA		PRE PAID <input type="checkbox"/>		COL-LECT <input type="checkbox"/>		VENDOR NUMBER		REQUIRED DATE	
PLEASE ENTER OUR ORDER FOR GOODS LISTED BELOW															
Item #	QUANTITY ORDERED	RECEIVED	DESCRIPTION					REQUISITION NO.		UNIT PRICE		TOTAL PRICE			
			Amendment Fee to store Density Gauge at a new location. Cost - \$60.00					577-5103				\$60.00			

Comments

IMPORTANT

Send Original and Two Copies of Invoice To
Above Address, Attention Accounts Payable Dept.
No Deliveries Will Be Received After 3.00 P.M.
Without Special Permission

PE Fialy
AUTHORIZED SIGNATURE

DATE 7-23-85

ORIGINAL COPY

TERMS AND PROVISIONS FOR PURCHASE ORDER FORM FOR WESTMORELAND COAL COMPANY

1. Contract Forms

This Order ("Contract") is expressly limited to and governed by the terms and conditions set forth on this document and in any attachments. Terms and conditions proffered by Seller inconsistent with the terms herein are hereby rejected. No changes in the terms and conditions specified herein shall be effective unless accepted expressly in writing by an authorized representative of Buyer.

2. Applicable Law

This Contract shall be governed by the laws, including, by way of illustration and not limitation, the Uniform Commercial Code, of the state to which the purchased material is to be delivered.

3. Shipment and Delivery

START OF WORK OR TIMELY SHIPMENT IS OF THE ESSENCE IN THIS CONTRACT and Buyer reserves the right to terminate this Contract, or any portion of it, if in the sole opinion of Buyer, delivery in accordance with the terms and conditions specified herein is not to be made.

4. Inspection and Acceptance

(a) Purchase of any materials under this Contract is subject to Buyer's inspection and acceptance after delivery. Purchase of any work or services under this Contract is subject to approval after performance.

(b) Buyer's inspection or failure to inspect shall not relieve Seller of any obligation under this Contract if any material or work in Buyer's sole opinion is defective or otherwise fails to conform to this Contract after delivery or performance.

5. Warranty

SELLER EXPRESSLY WARRANTS ALL MATERIALS OR SERVICES supplied under this Contract to be of the quantity and quality specified and for the purpose ordered. No warranty under this Contract will be waived by receipt or acceptance of materials or services or by any payment.

6. Price and Payment

This Contract must not be performed, nor any materials or services delivered at prices higher than those specified herein. However, Seller agrees that any price decrease in effect at the time of shipment or performance will apply to this Contract. C.O.D. shipments and drafts will not be honored. Cash discounts will be calculated by Buyer from the date of receipt of either acceptable goods or services or of the invoice, whichever is later. Cash discounts will not be calculated upon the date of the invoice. If any invoice must be returned for correction, then the cash discount will be calculated upon the date of receipt of the corrected invoice.

7. Indemnity

Seller agrees to indemnify, save harmless and defend Buyer (including its officers, agents and employees) from and against any and all liability, loss, damages, costs, claims, demands, attorneys' fees, suits, expenses and judgments arising out of defects (latent or patent) in the materials purchased hereunder or arising out of the actions or omissions of Seller (including any of its servants, agents or subcontractors) in the performance of work or services hereunder, including but not limited to, injury (including death) or damage of persons or property, infringement on patents or trademarks, and failure to comply with laws and regulations applicable thereto.

In addition, Seller assumes all liability for any and all injuries (including death) or damages to its officers, agents and employees and to persons or property present at its request on Buyer's premises, regardless of whether such officer, agent, employee or other person is, at the time of such injury (including death) or damage, acting outside the scope of his/her employment or other authority.

8. Insurance

Seller will carry public liability, automobile liability and workmen's compensation insurance in amounts and with companies satisfactory to Buyer, specifically including insurance to cover the liability assumed in the preceding section. At Buyer's request Seller will furnish Buyer with insurance certificates evidencing such insurance coverage before any work or services are commenced.

9. Compliance with Laws

Seller warrants that all materials delivered and services performed under this Contract shall comply with all Federal, State and other laws and regulations applicable thereto, including the Fair Labor Standards Act of 1938, as amended, from time to time, and the Federal Coal Mine Safety and Health Act of 1977, as amended from time to time.

10. Assignment or Publication

Seller shall not assign or transfer in any manner all or any part of this Contract; or release, publish or communicate to others any information in or relating to this Contract without the prior written consent of Buyer.

11. Government Contractor and Subcontractor Compliance

Seller agrees that it shall, to the extent applicable, abide by the provisions of the following:

a. All provisions of Executive Order No. 11246, as amended by Executive Order No. 11375, and all of the rules, regulations and orders promulgated thereunder by the Secretary of Labor, which concern, among other things, the granting of equal employment opportunities without regard to race, religion, color, sex or national origin;

b. All provisions of Executive Order No. 11625, and all of the rules, regulations and orders promulgated thereunder by the Secretary of Commerce, which concern, among other things, the utilization of minority business enterprises;

c. All provisions of Sections 503 and 504 of Public Law 93-112, and all of the rules, regulations and orders promulgated thereunder which concern, among other things, employment of the handicapped; and

d. All provisions of 38 U.S.C. §§2001, et seq., and the Executive Orders, rules, regulations and orders promulgated thereunder which concern, among other things, the employment and training of disabled and Vietnam era veterans.