



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
 DEP15820

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 GUY NISBET *guy.nisbet@wv.gov*
 304-558-8802

VENDOR

*611135616 304-338-6920

E EI GEOPHYSICAL
 PO BOX 47

DAILEY WV 26259

received
 4/2/12

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/20/2012				
BID OPENING DATE: 04/19/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		946-48-00-081		
PAYMENT FOR CLAIM DETERMINATION SERVICES REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF EXPLOSIVES AND BLASTING, IS SOLICITING BIDS FROM QUALIFIED VENDORS FOR A CONTRACT TO PROVIDE, ADMINISTER, AND MANAGE A CLAIMS ADJUSTER SERVICE PROGRAM FOR BLASTING CLAIMS IN RELATION TO ALLEGED DAMAGE TO TO PROPERTY FROM SURFACE MINE BLASTING ACTIVITIES, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, SCOPE OF WORK, AND TERMS & CONDITIONS. THE AWARD WILL BE BASED ON THE LOWEST DOLLAR TOTAL FOR THE COMBINED HOURLY RATE OF THE CLAIMS ADMINISTRATOR & THE ADJUSTER AS DESCRIBED HEREIN. PLEASE COMPLETE THE ATTACHED BID SCHEDULE. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gary</i>	TELEPHONE (304) 637-2354	DATE 4/14/12
TITLE MEMBER	FEIN 41-2186403	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.html 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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ENVIRONMENTAL PROTECTION
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 601 57TH STREET SE
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 25304 304-926-0499

DATE PRINTED 03/20/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/19/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (304) 637-2354	DATE 4/14/12
TITLE Member	FEIN 41-2186403	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: GN-23</p> <p>RFQ. NO.: DEP15820</p>						

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03/20/2012				

BID OPENING DATE: **04/19/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:	04/19/2012	
				BID OPENING TIME:	1:30 PM	
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
					(304) 637-2352	
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
					John C. Hempel	
<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						
***** THIS IS THE END OF RFQ DEP15820 *****						TOTAL: <u>36,500</u>

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Request for Quotation

For DEP 15820

Claims Administrator

BACKGROUND

The West Virginia Department of Environmental Protection is releasing this request for quotation (RFQ) for a Claims Administrator to determine the merit of, and monetary compensation due from, alleged damage to property resulting from surface coal mine blasting activities.

The Office of Explosives and Blasting (OEB) is charged by legislative rule Title 199, Series 1 (199CSR1), to establish a claims and arbitration process that provides property owners with reduced cost resolution to alleged blast-related damage.

Section 5.3 of 199CSR1 specifically outlines the claims process and provides that the Claims Administrator will make the determination on the merit of the claim and value of any loss. The Office of Explosives and Blasting plays no role in the determination made by the Claims Administrator. The decision of the Claims Administrator may be taken to binding arbitration.

Although the Claims Administrator shall conduct an independent determination of the merit of damage, DEP will make the final determination on the merit of the claim.

AWARD

Up to three vendors may be awarded a contract.

Vendors must provide resumes for verification of qualifications with their bid.

WORK DIRECTIVES

Work will be distributed to those vendors based on the following successive qualifications:

1. The vendor is the lowest bidder of those meeting the following requirements.
2. The vendor must not have a conflict of interest concerning the party alleging damage or the permittee.
3. The vendor must have the ability to physically visit the site of the alleged blasting damage within 4 business days of assignment by OEB.

If the lowest bidder cannot meet the above requirements, then the next lowest bidder will be contacted.

CLAIMS ADMINISTRATOR INFORMATION (Successful Bidders)

The Claims Administrator is solely responsible for all work performed under this contract and shall assume prime contractor responsibility for all services offered under the terms of this contract. The agency will consider the Claims Administrator to be the sole point of contact with regard to all contractual matters. The Claims Administrator may enter into written subcontracts for performance of work under the contract. However, the Claims Administrator is totally responsible for payment of all subcontractors. All invoices for payment must be submitted in the name of the Claims Administrator.

The Claims Administrator shall be responsible for insuring their staff, and all contractual work conducted shall use proven scientifically accepted industry guidelines to evaluate blasting damage claims. All findings must be based on the following:

- Sound, scientific principals established by proven leaders in their field and peer-reviewed by others.
- Research published in scientific journals, text books, or in proceedings.
- Evidence, testing, or observations which are reproducible and can be defended by any other expert.

All information collected during the initial merit investigation by OEB will be made available to the Claims Administrator upon notification of a claim.

All materials and information collected, compiled, and used for claims processing by the Claims Administrator will be considered the property of the State of West Virginia, Department of Environmental Protection, Office of Explosives and Blasting and must be made available and/or returned to the State upon request at no cost to the agency. All records are considered confidential.

The Claims Administrator will be the approving authority of a claim, and will be required to comply with conflict of interest requirements.

CONFLICT OF INTEREST

The Vendor shall covenant that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any matter or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the Contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to Office of Explosives and Blasting.

As examples, the Claims Administrator shall not be engaged, either presently or in the past, in preparation and submittal of pre-blast surveys, or other investigations dealing with either party in the claim. The Claims Administrator shall not be engaged, either presently or in the past, in contractual interests in construction industry dealing with either party of the claim.

It is understood there is a high potential for a conflict of interest to exist with those who are qualified to meet these bid qualifications. Those possessing the skills and knowledge to perform the work required in this contract will also be working with the coal or blasting industry and or individuals affected by these industries. OEB will consider a conflict of interest to exist if the following has existed (or does exist) between the vendor and either party in the alleged claim.

Claimant and Vendor: If either of these situations existed, or exists, then OEB will consider the vendor to have a conflict of interest with the claimant.

- (1) If the vendor has prepared a pre-blast survey for the structure allegedly damaged, or
- (2) If the vendor has investigated alleged damage at the structure for any entity other than OEB.

Permittee and Vendor: If either of these situations existed, or exists, then OEB will consider the vendor to have a conflict of interest with the permittee.

- (1) If the vendor has performed pre-blast or pre-subsidence surveys for the permittee at the permit (or mining complex) which allegedly caused the blasting damage, or
- (2) If the vendor investigated damage claims associated with the permit (or mining complex) for any entity other than OEB.

DUTIES AND RESPONSIBILITIES

The Claims Administrator shall have the following duties and responsibilities:

1. Assess if damage is related to blasting or the result of non-blasting causes.
2. If damage is found to be related to blasting, retain an independent adjuster to place a value on the loss.
3. For each damage claim, the Administrator shall comply with:

- WV Code, Section 22-3A-5
 - Title 199, Series 1, Section 5 of the West Virginia legislative rule as amended by the West Virginia Legislature April 10, 2008.
4. Use reasonable care to evaluate blast damage claims based on acceptable industry practices.
 5. Complete a final claim report that indicates if the alleged damage is blasting related and the basis for those findings. For blast-related damage, provide repair or replacement cost for the damage.
 6. Provide three (3) copies of the final claim report to OEB within thirty (30) days of claims administrator's receipt of claim (requests for extension(s) must be made in writing (e-mail) no later than twenty (20) days after claims administrator's receipt of claim).
 7. Eliminate any duplication of costs associated with investigation of multiple damage claims in the same geographical area.
 8. Provide monthly itemized invoice to the OEB.

QUALIFICATIONS

1. The Claims Administrator must have a minimum of five (5) years experience investigating blast-related structural damage and **must provide resumes for verification of qualifications at the time of bid.**
2. The Claims Administrator is responsible for selecting and assigning a licensed Adjuster, whose qualifications include a minimum of five (5) years' experience in adjusting structural and cosmetic damage to real estate property.
3. The Claims Administrator will possess a thorough knowledge or studies and research of blasting damage to structures as published in peer-reviewed literature that presents state-of-the art on the subject. A list of publications with which the Administrator must be familiar is given in Attachment A.
4. The Claims Administrator shall have a working knowledge of construction practices and building codes sufficient to distinguish alleged blast damage from other, non-blasting causes of cracking and/or other naturally-occurring defects in structures.
5. Demonstrate the ability to meet all qualifications necessary to administer the claims resolution process in the bid package.

Attachment A

Siskind, D.E., Stagg, M.S., Kopp, J.W., and Dowding, C.H., 1980, "Structure Response and Damage Produced by Ground Vibrations from Surface Blasting" U.S. Bureau of Mines, Report of Investigation 8507

Siskind, D.E., Stachura, V.J., Stagg, M.S., and Kopp, J.W., 1980, "Structure Response and Damage Produced by Airblast from Surface Blasting U.S. Bureau of Mines, Report of Investigations 8485

Stagg, M.S., Siskind, D.E., Stevens, M.G., and Dowding, C.H., 1984, "Effects of Repeated Blasting on a Wood-Frame House", U.S. Bureau of Mines, Report of Investigations 8896

Siskind, D.E., 2000, *Vibrations from Blasting*, International Society of Explosives Engineers, Cleveland, OH

Dowding, C.H., 1985, *Blasting Vibration Monitoring and Control*, Prentice-Hall

Oriard, L.L., 1999, *The Effects of Vibrations and Environmental Forces, A guide for the Investigations of Structures*, International Society of Explosives Engineers

Oriard, L.L., 2002, *Explosives Engineering, Construction Vibrations and Geotechnology*, International Society of Explosives Engineers, Cleveland, OH

American Insurance Association, 1990 *Blasting Damage and other Structural Cracking, a Guide for Adjusters and Engineers*, Property Claims Services, and Engineering and Safety Service of American Insurance Services Group, New York

The Blaster's Handbook, 1998, International Society of Explosives Engineers, Cleveland, OH

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

N/A

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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.


SIGNATURE

COMPANY

DATE

DEP15820

Bid Sheet

Vendors Name: EEI Geophysical, LLC

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	AMOUNT
1.0	100	Claims Administrator	Hr	50.00	\$ 5,000
2.0	450	Claims Adjustor	Hr	70.00	\$31,500
		Total bid for Administrator/Adjustor			\$36,500

SIGNATURE



DATE

4/18/12

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: EEI Geophysical, LLC

Signed: 

Date: 4/14/12

Title: Member

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. DEP 15820STATE 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.

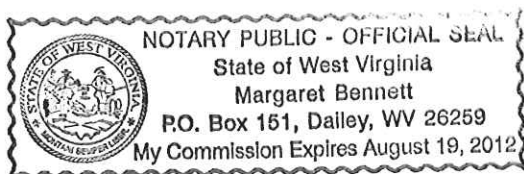
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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 SIGNATUREVendor's Name: EET Geophysical, LLCAuthorized Signature:  Date: 4/14/12State of WVCounty of Randolph, to-wit:Taken, subscribed, and sworn to before me this 14 day of April, 2012My Commission expires Aug. 19, 2012

AFFIX SEAL HERE

NOTARY PUBLIC Margaret Bennett

RESUME

NAME: John C. Hempel
ADDRESS: PO BOX 47
DAILEY WV 26259
TELEPHONE: (304) 637-2354

(version 2012)

EDUCATION

West Virginia University, Bachelor's, Geology, 1976 course work in geology and related fields (i.e. mining, engineering, petrol engineering, etc.). Extensive field experience complemented classroom work. Published many papers on mining and environmental studies. Has taught explosives and vibration damage identification classes for various seminars. He was also a blasting consultant on a coal gasification project the University was working on.

Licensed in the State of Pennsylvania and in the State of West Virginia to use explosives. PA #2311A and #547 (non-coal) WV #90-207. Completed several classes and seminars on explosives use and have taught blasting classes and safety classes for various groups.

Mr. Hempel is licensed as a pyrotechnics operator in West Virginia and works as a commercial fireworks technician.

Licensed in the state of Kentucky as a Registered Professional Geologist #2005 and in Pennsylvania as a Registered Professional Geologist #PG 000-576-G.

Licensed in the state of West Virginia as an Insurance Adjuster #407803, a Residential Building Inspector #5293183-BI, a Home Inspector #HI76241249-0806, a Building Code Official BC06372354-0806, a Building Code Inspector #BC16372354-0806, a Building Code Plans Examiner BCPE6372354-0806 and a licensed Plumber #PL02335.

PRESENT RESPONSIBILITIES

Mr. Hempel is the current member of EEI Geophysical, LLC (EEI) of Elkins, WV and Construction Inspection Associates, LLC (CIA). He practices in the field of engineering geology and has served the construction, insurance and energy industries as a consultant for over 30 years. His experience is broad in the fields of mine engineering, forensic structural damage investigation, earth movements, construction blasting, hydrology, explosives and environmental engineering. As owner of EEI, he is responsible for the planning and completion of all explosive related projects and damage investigations. He supervises development of all mine related blasting plans, safety procedures and directs the preparation of pre- and post-blast surveys. Mr. Hempel is a licensed pre-blast surveyor in West Virginia. Mr. Hempel develops and supervises the implementation of surface mine blast plans for clients and directs the monitoring and assessment of blasting related vibration data.

Mr. Hempel is through the Blast Damage Administrator under contract to the West Virginia DEP Department of Explosives and Blasting (DEP) where he investigates damage claims for the state Blast Damage Administrator.

Mr. Hempel is also under contract to the West Virginia Board of Risk and Insurance Management (BRIM) to investigate structural damage claims filed under the Mine Subsidence Insurance program.

Mr. Hempel specializes in damage causation for litigation clients and is one of the experts working on the mine explosion at the Upper Big Branch Mine in southern West Virginia.

Mr. Hempel is a licensed home inspector in West Virginia and evaluates structural conditions for the real estate industry. He is also a city code enforcement official for the Town of Benwood and the Town of Durbin, West Virginia.

Mr. Hempel serves as a building code compliance inspector for several construction developers developing homes, town houses and offices in the area.

As an insurance adjuster and construction repair estimator, Mr. Hempel inspects damaged structures for insurance companies and prepares a risk analysis and repair estimate for damaged buildings. He also acts as a specialized insurance adjuster for many insurance companies

Mr. Hempel has been a state licensed blaster for 20 years and directs the preparation of blasting plans for mining and industrial clients. Occasionally he supervises the use of explosives in company projects. Mr. Hempel currently assists many construction companies in designing blasting, site planning and road construction design. During the course of his blasting activities, Mr. Hempel is often called to testify as an expert in the field of explosive engineering and blast damage assessment. He has appeared approximately 15 times in blasting related cases. Mr. Hempel has been recognized as an expert by state and federal courts in the following fields; structural damage causation, geology, mining and geologic engineering, hydrology, explosives forensic damage and causation, and blasting.

Mr. Hempel has inspected over 300 alleged blasting damage claims for state agencies, mines and insurance companies located in West Virginia and Pennsylvania. He has worked for both defendants and plaintiffs in blasting cases.

Additionally, Mr. Hempel has investigated over 250 cases of mine subsidence damage, or alleged subsidence damage, and earth movement problems in the Appalachian area. Also, he has inspected over 350 homes while completing precondition, pre-subsidence or pre-blast surveys. He has prepared approximately 100 Environmental Site Inspections and many commercial building inspections.

PAST EXPERIENCE

(1981-1992) - Director and field team leader NSS Costa Rica Project. Lead yearly expeditions to Costa Rica rain forests to study Karst in the tropical Eocene limestone near Panama. Directed geologic activities and project operations.

(1978-1984)

Environmental Exploration Inc., Morgantown, WV - President and director of the energy section. Managed all energy related projects including environmental abatement plans, permits and site development plans. Prepared mine and well permits and supervised permit preparation team for individual clients.

(1977-1978)

Energy Engineering Corp., Pittsburgh Office - Senior geologist directing all related projects: including oil, gas and coal resource exploration, engineering geology, evaluation and formulation of mine plans, blasting plans for mine facilities and the overseeing of all energy industry related projects.

(1976-1977)

King Coal Company, Pittsburgh Office - Director of coal exploration. Mr. Hempel served as director of exploration on all of the King Coal Company properties including Pennsylvania deep and strip mine sites. Mr. Hempel was responsible for coal resource mapping and the geologic portion of mine design plans. He was responsible for preparing engineering maps and some aspects of permitting work on all mines. Mr. Hempel assisted with blast plan development and supervised blasting safety program.

(1974-1975)

Pennsylvania Geologic Survey, (DER) Pittsburgh Office - Acquired experience in the working of strip mines and in coal and water resource analysis. Responsibilities included drawing structure profiles, sampling water wells and sampling coal at 200 Pennsylvania mines. Work also included locating water wells and conducting various hydrological and chemical tests.

(1973-1974)

West Virginia University - Geology teaching assistant, lab instructor and field trip leader. Mr. Hempel was under contract to West Virginia University as a blaster for the Shale gas project where he detonated seismic charges for geophysical studies.

(1967-1971)

United States Coast Guard - Aircraft Mechanic, honorably discharged. Military and civilian technical schools, mechanical fields (i.e. electronics, aircraft, maintenance, auto and diesel technology).

Northern Arizona Regional Project - Fieldwork in Geochemistry. Responsibilities included location sampling and field analysis of springs in Grand Canyon National Park.

Teton Expedition, Member of the Geologic Team to prepare reports on hydrology and structure.

AWARDS

Carnegie Museum of National History Award, for outstanding service to Speleology

Fellow of the National Speleological Society

New Jersey State Police Commendation

Certificate Of Merit National Speleological Society

SOCIETIES AND PROFESSIONAL AFFILIATIONS

National Speleological Society (Fellow and former director), West Virginia Speleological Survey (Director). American Institute of Professional Geologists CPGS certification 4397 1978-1989, AIME Society of Mining Engineers, ASTM former Sub Committee Chairman Committee F32.02, Society of Explosives Engineers, WV Code Officials Association, International Association of Electrical Inspectors, National Association of Certified Home Inspectors, Geological Society of America, Association of Environmental and Engineering Geologists and WV Association of Home Inspectors (WVAHI).

SUMMARY OF BLASTING EXPERIENCE

Mr. Hempel has 30 years of experience in the explosive field. He has worked as a blasting director for Panson and McNay Coal Co., Pacific Atlantic Mining Ltd., Onyx Fuels and Energy Development Corporation. In addition, Mr. Hempel has taught explosives safety for selected mines in the Appalachian area.

Mr. Hempel has acted as an expert in explosive use and structural damage for: Panson and McNay Coal Co., Hook and Hook Attorneys, Detrapino and Jackson Attorneys, Concast Metals, Kaufman and Ratliff Attorneys, Ray Musgrave Attorney, Robinson and McElwee LLC Attorneys, Sowash Carson and Shostak Attorneys, Patrick McGinley and many other firms. He has been recognized as an expert in numerous state circuit courts in West Virginia, Kentucky and Pennsylvania.

REPRESENTATIVE CLIENTS AND PROJECTS

Moreland and Moreland et al: Lewisburg, WV

Mr. Hempel was contracted to act as a consultant on the causation of the explosion that killed 29 miners in the Upper Big Branch Mine. He visited the explosion site and determined the nature of the explosion that took place in the mine.

Laural Caverns: Uniontown, PA

Mr. Hempel conducts blasting related to commercializing new sections of this cave. David Cale, owner, is our principle contact.

United Coal Sales: Lost Creek, WV

EEI completed 60 preblast surveys on local homes prior to the striping of coal near Lost Creek.

C&M Coal Sales: Bridgeport, WV

EEI completed 60 preblast surveys on homes prior to the striping of coal near Lost Creek.

Robinson and McElwee, Attorneys: Charleston, WV

EEI serves as resident expert in a number of cases related to mining and construction damages for this firm. Keith George is our principle contact.

West Virginia Insurance Company: Harrisville, WV

EEI was contracted to investigate blast damage claims filed by this company's clients. Damage was caused by construction of a new road. Lang Bros. Contracting damaged several homes in this case.

Citizens of Mount Morris, PA: Mount Morris, PA

The homes of several residents were damaged during blasting for a sewer line. The case was settled after EEI was retained and a report submitted. Bert Wion was principle client in this case.

Crandle and Pyles: Charleston, WV

Mr. Hempel acted as expert in a case involving vibration damage to a client's home in Lewisburg, WV. Inspection by EEI revealed structural damage to an old home was not related to blasting.

Hamb and Poffenberger: Charleston, WV

Mr. Hempel served as principle expert in a case involving blast damages at homes along Terry Road, near Charleston. The residents of Terry Road brought action against Kanawha Stone and were seeking compensation for damages resulting from the construction of Wal-Mart. After inspection of the involved homes, several of our clients were able to settle with the blasting company prior to trial. Several others were found to not have blast damage and they later lost in court.

Detrapino and Jackson: Charleston, WV

Mr. Hempel served as an expert in surface mine blasting techniques during a case involving the injury of a mine worker by fly rock. The case was settled in favor of the mineworker. Our principle contact is Josh Barrett.

DeTrapino and Jackson: Charleston, WV

Mr. Hempel served as an expert in a surface mine explosive accident involving fly rock being propelled 900 feet off permit and striking the client's home. The case was decided in favor of our client.

Detrapino and Jackson: Charleston, WV

Mr. Hempel served as an expert in a case involving vibration damage of water wells in Logan County, WV. The case involved damage caused by construction related blasting on a new roadway. The case was settled after depositions in favor of our client.

Sowash, Carson and Shostak, Attorneys at Law: Athens, Ohio

EEI was contracted to act as an expert in an oil and gas litigation between Reed and J&J Drilling Co. Depositions related to explosive fracturing of oil and gas wells and the resultant affect on the clients water well were taken before this case was settled.

Sisecom Delta: Huston, Texas

Mr. Hempel was contacted by the State of WV Fire Marshal to assist Siscom Delta in retrieving and disposing explosives from three loaded holes located on land not under contract for seismic work.

J and B Coal Company: Smithfield, PA

EEI was contracted to complete 200 preblast surveys in Fairmont, WV.

Kaufman and Ratliff, Attorneys at Law: Charleston, WV

Evaluation of a mine fire located in Newtown, WV was undertaken to determine the feasibility of abating a serious geologic hazard threatening the residents of this small Mingo County town. Project included testimony as and expert in mine fire control and the use of explosives to remove large rocks above the town. The plan presented by EEI was used by the U.S. Office of Surface Mining to abate the hazard.

State of West Virginia, Devonian Shale Project: Morgantown, WV

Mr. Hempel was under contract from 1974-1975 to serve as resident blasting expert for a large government research project. In the course of this work, he was required to locate and detonate seismic charges for research activities. This was a two-year open-ended contract.

Concast Metals: Dailey, WV

Mr. Hempel was contracted to investigate and determine the cause of damages occurring during metal casting at the Dailey plant. The cause was found to be industrial sabotage using blasting caps. Mr. Hempel testified at the resultant hearings resulting in criminal action against an employee.

Arch of West Virginia; Ruffner Mine: Logan Co., WV

Mr. Hempel was contracted as an expert in a blast damage case involving damage alleged at 7 homes. The case settled out of court for less than \$10,000 after EEI's report was submitted.

Raymond Musgrave: Point Pleasant, WV (Homer Newell case)

Mr. Hempel was contracted to act as plaintiff's expert in a blast damage case related to strip mining.

Ohio Oil and Gas Investors: New York, New York

Mr. Hempel was contracted to explosively fracture 3 oil and gas wells using 38 Qt's. of nitroglycerin.

Marlboro Twp.: Berks Co., PA

Mr. Hempel was contracted to consult on rock removal along a township road. As part of this project, blast damage potential was calculated for nearby homes.

Canaan Valley Resorts / Harman Equipment: Davis, WV

Mr. Hempel provided contract blasting for a resort community in Tucker County and in Randolph County, WV.

King, Allan and Guthrie: Charleston, WV (Freeman case)

EEI is served as mining consultant in a dust case involving the inundation of the Freeman home with coal dust from a nearby tipple. Susan Murray is our contact at this firm.

Jim Liotta, Atty. at Law: Fairmont, WV

EEI served as explosives expert in an Auger mine explosion case in Fairmont WV.

United States Congressional Research Service: Washington, DC

EEI prepared a comprehensive resource analysis of the northwestern sub region of the Potomac River Basin. The study included mineralogical, archeological and hydrologic resources of the region with emphasis on further utilization.

United States Department of Transportation: Contract DOT FH 119409

EEI prepared a handbook of approximately 200 pages in length describing state of the art systems for detecting subterranean fractures and voids, with emphasis on resistivity, seismic and gravity methods.

United States Geologic Survey: Washington, DC

This study was conducted in the Moorehead, Kentucky area. As part of an environmental hazard study of the Maxey Flats radioactive disposal site, photo lineament analysis was conducted on the area of the Maxey Flats disposal site and environs, In addition, ground measurements of joint sets and fracture intensity was completed.

American Broadcasting Company (ABC): 20/20 News, New York, NY

EEI was employed by ABC as special consultants in an episode of 20/20 dealing with underground mine fires and methane explosions. EEI personnel appeared on 20/20 in conjunction with this study.

Gulf Oil Corp,; Morgantown, WV

EEI prepared location maps and gas well information for a proposed development site in Wetzel County, West Virginia. During the course of this study, all corporate and state well records were amassed and keyed into a data retrieval system. Information derived from local interviews was field checked and a report prepared detailing environmental hazards that might hinder development of a large mine.

West Virginia Department of Natural Resources: Charleston, WV

Mr. Hempel acted as an expert for DNR in a ground water hydrology case and testified as an expert for the state in court in Elkins, WV.