



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 4

List View

**General Information** | Contact | Default Values | Discount | Document Information

Procurement Folder: 700001

Procurement Type: Central Master Agreement

Vendor ID: 000000159862

Legal Name: MOODY & ASSOCIATES INC

Alias/DBA:

Total Bid: \$219,240.00

Response Date: 05/18/2020

Response Time: 12:21

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2000000028

Published Date: 5/8/20

Close Date: 5/18/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum -3 LCAP  
GROUNDWATER MONITORING

Total of Header Attachments: 4

Total of All Attachments: 4



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

State of West Virginia  
Solicitation Response

Proc Folder : 700001

Solicitation Description : Addendum -3 LCAP GROUNDWATER MONITORING Services

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-18 13:30:00	SR 0313 ESR05182000000006738	1

**VENDOR**

000000159862

MOODY & ASSOCIATES INC

Solicitation Number: CRFQ 0313 DEP2000000028

Total Bid : \$219,240.00

Response Date: 2020-05-18

Response Time: 12:21:44

Comments:

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
(304) 558-2596  
guy.l.nisbet@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Field Services - East Region Landfill	102.00000	EA	\$251.500000	\$25,653.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor, equipment, materials, transportation, and incidentals to gauge, purge, sample, preserve and transport samples to laboratory from 46 monitoring wells located at the East Region Landfills (See Attachments A, B and C). Quantity includes 10% duplicates.

**Comments:** (251.5\*46)\*2 = \$23,135

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Field Services - North Region Landfill	88.00000	EA	\$219.000000	\$19,272.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor, equipment, materials, transportation, and incidentals to gauge, purge, sample, preserve and transport to laboratory for analysis from 40 monitoring wells located at the North Region Landfills (See Attachments A, B and C). Quantity includes 10% duplicates.

**Comments:** (219\*40)\*2 = \$17,520

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Field Services - South Region Landfill	80.00000	EA	\$267.000000	\$21,360.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor, equipment, materials, transportation, and incidentals to gauge, purge, sample, preserve and transport samples to laboratory for analysis from 36 monitoring wells located at the South Region Landfills (See Attachments A, B and C). Quantity includes 10% duplicates.

**Comments:** (267\*36)\*2 = \$19,225

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Field Services - West Region Landfill	66.00000	EA	\$277.500000	\$18,315.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor, equipment, materials, transportation, and incidentals to gauge, purge, sample, preserve and transport samples to laboratory for analysis from 30 monitoring wells located at the West Region Landfills (See Attachments A, B and C). Quantity includes 10% duplicates.

**Comments:**  $(277.5*30)*2 = \$16,650$

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Statistical Analysis Setup	30.00000	EA	\$368.000000	\$11,040.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Once per year, all labor, equipment, materials, transportation and incidentals to collect, compile and construct data base for statistical evaluations of information obtained in field services and laboratory analysis.

**Comments:**  $368*30 = \$11,040$

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Statistical Analysis and Reporting	60.00000	EA	\$2,060.000000	\$123,600.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor (including clerical), printing, binding, copying, shipping, etc., and incidentals to evaluate data and report findings to WVDEP.

**Comments:**  $2,060*60 = \$123,600$



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Seubert & Associates, Inc. 225 North Shore Drive, Ste 300 Pittsburgh PA 15212	<b>CONTACT NAME:</b> Seubert Certs <b>PHONE (A/C, No, Ext):</b> 412-734-4900 <b>E-MAIL ADDRESS:</b> certs@seubert.com		<b>FAX (A/C, No):</b> 412-734-5725	
	<b>INSURER(S) AFFORDING COVERAGE</b>			
<b>INSURED</b> Moody and Associates, Inc. 11548 Cotton Road Meadville PA 16335	MOOAS	INSURER A :	National Fire Insurance Co of Hartford	NAIC # 20478
		INSURER B :	Continental Insurance Co	35289
		INSURER C :		
		INSURER D :		
		INSURER E :		

**COVERAGES**

CERTIFICATE NUMBER: 273571125

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6075739901	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA6075739932	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6075739915	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC675739929	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Equipment			6075739901	1/1/2020	1/1/2021	Rented/Leased Equip \$100,000
A	Installation Floater			6075739901	1/1/2020	1/1/2021	Installation Floater \$75,000
B	Pollution & Professional			EEH591925545	1/1/2020	1/1/2021	Pollution & Professio \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Moody and Associates, Inc.  
 11548 Cotton Road  
 Meadville PA 16335

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** 0313 DEP 2000000028

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

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

**Addendum Numbers Received:**

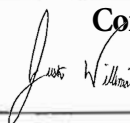
(Check the box next to each addendum received)

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

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

Moody and Associates, Inc.

Company



Authorized Signature

5/12/20

Date

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



**BASIS OF PAYMENT SCHEDULE**

Effective 12/30/2019

**PROFESSIONAL CONSULTING SERVICES WILL BE CHARGEABLE AT THE FOLLOWING RATES:**

<b><u>CODE</u></b>	<b><u>POSITION / TITLE</u></b>	<b><u>RATE</u></b>
S1	GIS Technician I, Technician I, Environmental Scientist I, Geoscientist I . . . . .	\$ 72.00
S2	GIS Analyst I, Technician II, Environmental Scientist II, Geoscientist II . . . . .	\$ 86.00
S3	GIS Analyst II, Assistant Project Manager, Environmental Scientist III, Geoscientist III, Professional Geologist I . . .	\$ 96.00
P1	GIS Manager, Project Manager I, Environmental Scientist IV, Professional Geologist II . . . . .	\$ 106.00
P2	Project Manager II, Professional Geologist III . . . . .	\$ 125.00
P3	Senior Environmental Scientist, Senior Geologist, Senior Project Manager. . . . .	\$ 135.00
P4	Principal, Senior Associate, Expert Witness . . . . .	\$ 162.00

**GENERAL PROVISIONS:**

1. Moody reserves the right to increase and/or include surcharges for business related matters that do not qualify as standard business; i.e. after hours, on-call, etc. unless otherwise defined by contractual agreement. Minimum hourly charge for non- standard business will be 1.5 X the rate.
  - 1) "After hours" is defined as 6PM – 6AM Monday – Friday and all-day Saturday and Sunday
  - 2) If Moody is required to pay employee's Prevailing wages, additional rates will apply
2. Travel will be chargeable per Federal Guidelines for Standard Mileage Rates in effect at the time of billing.
3. Terms are Net 30 Days with past due balances subject to a monthly 1-1/2% carrying charge after 30 days.
4. A charge of 15% will be added to all Moody billings for subcontracted equipment rentals, technical and/or contractual services which are coordinated, managed or supervised by Moody personnel in connection with contract requirements, along with any out-of-pocket expenses, including postage, and travel related expenses.
5. Unit and/or lump sum quotes in this proposal shall be valid for 30 days following the submittal date to client. Subsequent to that date, Moody reserves the right to adjust these rates commensurate with current pricing schedules. Additionally, Moody unit rates will automatically be subject to change without notice following 180 days from contract proposal date to correct for current pricing schedules.
6. Client is responsible for the location of all utilities unless otherwise arranged and documented in writing. Client waives any claim against Moody and Associates, Inc., and agrees to defend, indemnify and hold Moody and Associates harmless from any claim or liability for injury or loss, including cost of defense and costs arising from damage done to underground utilities not identified or accurately located.
7. All rates for professional consulting services set forth above or contained in any quotation are periodically adjusted by Moody. In the event rates are adjusted, client will be provided with notice of such adjustments and will be responsible to pay for such adjusted rates.





May 12, 2020

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

**RE: *Solicitation #0313 2000000028***  
***WV DEP LCAP Groundwater Monitoring Services***  
***North, South, East & West Regional Landfills***  
***Proposal No. 20-128-DK***

Moody and Associates, Inc. (Moody) is pleased to submit this proposal to West Virginia Department of Environmental Protection (WVDEP) for LCAP groundwater monitoring services requested in WV Purchasing Division's Solicitation #0313 DEP2000000028. Specifically, Moody will provide groundwater monitoring, statistical analysis and reporting of 150 groundwater monitoring wells located throughout 30 Landfills in WV. The scope of work and respective cost estimations herein represents one calendar year of consulting services. Costs are provided as a unit cost per well as requested within the Solicitation.

### **Work Scope**

Moody field personnel will have all required safety/environmental training prior to beginning any necessary field work. Moody will supply WVDEP with the requested company Standard Operating Procedures and will provide training certificates or equivalent documentation for all respective field sampling staff. Moody will coordinate with the respective Project Manager (PM) of each Landfill prior to any site visit to schedule sampling events.

The following work scope summarizes the activities necessary for collecting groundwater samples at each monitoring well.

Semi-annual monitoring will be performed at each groundwater monitoring well throughout the respective Landfills. Sampling will be conducted per WVDEP Division of Water and Waste Management standard operation procedure for Groundwater Sampling. All groundwater monitoring wells will be purged utilizing a low flow pump. If a pump is not feasible for sampling a given well, a hand bailor will be utilized to purge and sample the well. Field parameters including PH, temperature and specific conductance will be logged at each well. All sampling equipment will be properly decontaminated before and after sampling each well. Water samples will be delivered to one of the designated DWWM certified laboratories for analysis. There will be no less than 120 days between sampling events.

A DEP approved statistical database will be built for efficient statistical analysis. Any Landfill that has 2 years of data will receive a semi-annual statistical analysis in accordance with Solid Waste Management Rule 33CSR1 Section 4.11. Monitoring well background data and information will be acquired through WVDEP Freedom of Information Act (FOIA). Moody will develop and submit semi-annual reports for the groundwater monitoring to WVDEP, Landfill PM and the permittee of the Landfill. Reports will be submitted within 60 days of each sampling event.

### **Moody Qualifications and Experience**

Moody has extensive historical experience in groundwater sampling. Moody has been locating, drilling, and sampling water wells since 1891. The company has been built around its expertise in hydrogeological related consulting and currently employs 15 Professional Geologists (PG) throughout the company. As recent as last calendar year, Moody has managed and performed annual surface and groundwater compliance monitoring for Pennsylvania Coal Refuse Disposal Areas. Moody also performs surface and groundwater compliance monitoring for multiple natural gas entities throughout PA. As recent as last calendar year, Moody developed a statistical database for analyzing groundwater sampling results required for PA Land Recycling and Environmental Remediation Standards Act (Act 2). Statistical analysis within these reports is very similar to what is expected in the LCAP groundwater monitoring program. Moody also has an active familiarity with many of the listed laboratories and couriers pick up samples from our Houston, PA office

routinely. Moody has been performing various environmental consulting work throughout West Virginia for over 30 years now.

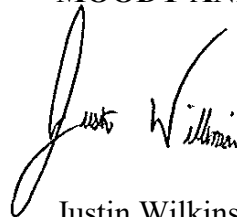
**Estimated Costs and Timeframes**

The table below lists both Moody’s unit cost per well sampled, as well as the cumulative cost per region for the sampling year. This cost includes all labor, materials, transportation, equipment, supplies and incidentals necessary to collect and submit samples. No laboratory costs are included in this cost estimation.

<b>Line Item</b>	<b>Cost / Well</b>	<b>Cumulative Total Cost</b>
1 (East)	\$251.5	\$23,125
2 (North)	\$219	\$17,500
3 (South)	\$267	\$19,225
4 (West)	\$277.5	\$16,650
5 (Database)	-	\$11,000
6 (Stats & Reporting)	-	\$123,600
<b>TOTAL COST</b>		<b>\$211,100</b>

Moody will perform no additional work outside the scope without prior approval from WVDEP representatives. Moody appreciates the opportunity to present this request for quotation to WVDEP. If this proposal is acceptable, please issue Moody and Associates, Inc. a purchase order referencing this proposal. If you have any questions or need clarification of any aspect of this proposal, please contact us at any time.

Sincerely,  
**MOODY AND ASSOCIATES, INC.**



Justin Wilkinson  
Project Manager I

cc: Matthew Mitchell, P.G. – Moody and Associates, Inc.  
File