



ATLANTIC TESTING LABORATORIES

WBE certified company

November 9, 2022

Canton
6431 U.S. Highway 11
Canton, NY 13617
315-386-4578 (T)
atlantictesting.com

Ogdensburg City School District
c/o BCA Architects & Engineers
15 Public Square
Watertown, New York 13601

Telephone: 315-782-8130
Email: stravers@TheBCGroup.com

Attn: Shawn M. Travers, RA LEED Green Associate
Principal/Architect

Re: Phase I Environmental Site Assessment Services
New Transportation Facility
Ogdensburg, New York
ATL No. CT5998-644-11-22

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ♦ Scope of Services
- ♦ Fee Schedule
- ♦ AGREEMENT for Phase I Environmental Site Assessment Services
- ♦ Standard Terms and Conditions
- ♦ Confirmation of Right to Enter

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

**Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617**

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,

ATLANTIC TESTING LABORATORIES, Limited

Cheyenne J. Dashnaw, P.E.
Senior Project Engineer

CJD/TJG/mw
Enclosures

Albany ♦ Binghamton ♦ Elmira ♦ Plattsburgh ♦ Poughkeepsie ♦ Rochester ♦ Syracuse ♦ Utica ♦ Watertown

SCOPE OF SERVICES

New Transportation Facility, 5952 State Highway 812, Ogdensburg, St. Lawrence County, New York

Based on the information provided to ATL by BCA Architects & Engineers, it is our understanding that the project consists of performing Phase I Environmental Site Assessment Services required for the *subject property*. It is further understood that the *subject property* consists of approximately 28.06 acres and is currently predominately cleared land with an access drive on the southwest side and wooded areas on the northeast side. Access to *subject property* will be required at the time of the *site reconnaissance*.

A. ATL will provide the following field services:

1. Provide an **Environmental Scientist or Engineer**, and additional staff as necessary, to perform the following:
 - Conduct a review of historical records that are *reasonably ascertainable* and/or *practically reviewable*, as defined by ASTM E 1527-21: "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," to identify past activities at the site and surrounding areas that may have adversely impacted the environmental condition of the *subject property*.
 - Conduct a search of existing New York State Department of Environmental Conservation (NYSDEC) records for the *subject property*, in accordance with the Freedom of Information Law.
 - Review the following federal and state databases to determine if the *subject property* is presently a listed site, or located within the specified search distances of a listed site, as recommended in ASTM E 1527-21.

Federal Databases	Search Distance
National Priority List (Federal)	1.0 Mile
Resource Conservation and Recovery Act (RCRA) Listings U.S. EPA Corrective Action Sites (CORRACTS) Facilities List (Federal)	1.0 Mile
RCRA Non-CORRACTS Transportation, Storage, & Disposal (TSD) Facilities List (Federal)	0.5 Mile
Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) Listing (Federal)	0.5 Mile
CERCLIS No Further Remedial Action Planned (NFRAP) (Federal)	0.5 Mile
RCRA Large and Small Quantity Generators (LQG & SQG) List (Federal)	Subject Property and Adjoining Properties
Emergency Response Notification System (ERNS) (Federal)	Property
State Databases	Search Distance
NYSDEC Inactive Hazardous Waste Site (SHWS) Listing	1.0 Mile
NYSDEC Solid Waste Management and Disposal Site (HSWDS) Listing	0.5 Mile
NYSDEC Petroleum Bulk Storage Registry (UST)	Subject Property and Adjoining Properties
NYSDEC Petroleum Spill Site Listing (LTANKS)	0.5 Mile
Tribal Databases	Subject Property
Available State Engineering Controls and Institutional Controls (EC/IC)	Subject Property

- Perform a *site reconnaissance* of the *subject property* to identify recognizable areas of potential environmental concern. Perform a limited area reconnaissance to the

extent that the general type of current or past uses of surrounding properties may be observed from the subject site, nearby public thoroughfares, and/or rights-of-way. The *site reconnaissance* will be performed in general accordance with ASTM E 1527-21.

- ♦ Non-scope items identified in ASTM E 1527-21 that will be included in this assessment are listed below. These non-scope items will be evaluated by cursory observation at the time of the *site reconnaissance* to determine if they present a *business environmental risk*. Assessment of non-scope items will not adhere to specific applicable regulatory standards or protocol, and will not include sampling or laboratory analysis.
 - Asbestos-Containing Material (ACM)
 - Lead-Based Paint (LBP)
 - Wetlands
 - Mold
- ♦ Non-scope items identified in ASTM E 1527-21 that will not be included in this assessment are listed below. Consideration of all or some of these may be included upon request, at an additional cost.
 - Lead in Drinking Water
 - Radon
 - Industrial Hygiene
 - Regulatory Compliance
 - Biological Agents
 - Indoor Air Quality
 - Ecological Resources
 - Cultural and Historical Resources
 - Health and Safety
 - Endangered Species

B. ATL will provide the following additional services:

1. Prepare a report, in general accordance with in ASTM E 1527-21, to document items and issues of potential environmental concern. Recommendations for additional investigation and/or remedial activities will be provided, as deemed necessary.
2. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email, unless otherwise directed.

C. CLIENT will be responsible for performing the following tasks, as defined in ASTM E 1527-21.

1. Review title and judicial records for *environmental liens* or *activity and use limitations*.
2. Provide any *specialized knowledge* or experience regarding the *subject property*.
3. Provide *actual knowledge* regarding the *subject property*.
4. Evaluate whether there is any reason for a *significantly lower purchase price* for the *subject property*.
5. Provide any *commonly known* or *reasonably ascertainable information* pertaining to the *subject property* or *adjoining properties*.
6. Provide any other information or documentation pertinent to the *subject property* or *adjoining properties*.

NOTES TO THE SCOPE OF SERVICES

We require a minimum of five days advance notice prior to project initiation and two days advance notice for subsequent scheduling of field services. Cancellation of scheduled services must be received prior to personnel departure for the PROJECT site, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Follow-up Questions and Project Management	--	\$110.00 / Hour	If Required
Interviews and User Checklist	1	\$200.00 Lump Sum	\$200.00
Site Reconnaissance (2-person crew)	1	\$900.00 Lump Sum	\$900.00
Deliverables			
Environmental Database and Historical Records Review	1	\$500.00 Lump Sum	\$500.00
Report Preparation and Submittal	1	\$900.00 Lump Sum	\$900.00
Estimated Cost			\$2,500.00

NOTES TO THE FEE SCHEDULE

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be a not-to-exceed amount. Further, the estimated quantities are based upon CLIENT provided information. The actual cost for ATL services is subject to change should the project require additional consulting after report submittal. The actual number of additional hours expended will be dependent upon direction by the CLIENT.

The Unit Fees are valid through December 31, 2023. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

AGREEMENT

PHASE I ENVIRONMENTAL SITE ASSESSMENT SERVICES

This AGREEMENT is by and between

Ogdensburg City School District
1100 State Street
Ogdensburg, New York 13669

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Phase I Environmental Site Assessment Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

New Transportation Facility
5952 State Highway 812
Ogdensburg, St. Lawrence County, New York

- B. **SERVICES:** ATL will provide Phase I Environmental Site Assessment Services for the PROJECT in accordance with the attached Scope of Services.
- C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Full payment shall be made **net 30 days** from receipt of invoice, payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.
- F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

Signature

Marijean B. Remington, CEO
Printed Name and Title

Date

ACCEPTED BY:

Ogdensburg City School District

Signature

Printed Name and Title

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes (with permission of the OWNER) and/or will coordinate authorization for ATL and its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes (with permission from the OWNER) ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. ATL will be responsible for providing services consistent with the Scope of Services that are made part of this AGREEMENT. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

14. Termination. CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all undisputed services performed up to the date of termination notice. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

17. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or

in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

CONFIRMATION OF RIGHT TO ENTER UPON THE PROPERTY

By signing below, the Ogdensburg Bridge and Port Authority acknowledges and confirms that Atlantic Testing Laboratories, Limited (ATL), and its employees and contractors have the right, at any time prior to _____, to enter upon the Property in order to conduct analysis, studies, and tests as are reasonably determined by ATL to be necessary for preparation and completion of the assessment(s) with respect to all or any portion of the Property.

ATL is not liable for any pre-existing conditions. ATL shall not be responsible for any loss, damage, or liability arising from any acts by anyone other than ATL employees.

Nothing herein shall be deemed or construed as creating any right for ATL to possess the Property or to otherwise create any lease or any other interest in or to the Property.

Owner: Ogdensburg Bridge and Port Authority

Property Address: St Rt 812

Phone No.: 315-393-4080 X 226

ACCEPTED BY:

Ogdensburg City School District

Owner

Kevin Kendall
Signature

Steven L. Lawrence
Signature

Kevin K. Kendall, Superintendent
Printed Name and Title

Steven L. Lawrence, Executive Director
Printed Name and Title

11/14/22
Date

11/14/22
Date

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

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In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

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ATL is not liable for any pre-existing conditions. ATL shall not be responsible for any loss, damage, or liability arising from any acts by anyone other than ATL employees.

Nothing herein shall be deemed or construed as creating any right for ATL to possess the Property or to otherwise create any lease or any other interest in or to the Property.

Owner: _____

Property Address: _____

Phone No.: _____

ACCEPTED BY:

Ogdensburg City School District

Owner



Signature

Signature

Kevin K. Kendall, Superintendent

Printed Name and Title

Printed Name and Title

11/14/22

Date

Date

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Property Address: St Rt 812
Phone No.: 315-393-4080 X 226

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Ogdensburg City School District

Owner

Kevin K. Kendall
Signature

Steven L. Lawrence
Signature

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Printed Name and Title

Steven Lawrence, Executive Director
Printed Name and Title

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