



ATLANTIC TESTING LABORATORIES

WBE certified company

March 3, 2023

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: Limited Hazardous Materials Survey Services
Ogdensburg Free Academy Boiler Room
Ogdensburg, New York
ATL No. CT5998-137-02-23

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 Limited Hazardous Materials Survey Services
- ♦ Standard Terms and Conditions

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

R. Daniel Faulkham
Senior Project Manager

RDF/TJG/mw
Enclosures

- ♦ Laboratory analysis will be performed on a two-week TAT basis, subsequent to receipt of samples by the laboratory.

C. Additional Services:

1. Provide a Project Manager to perform the following:
 - ♦ Review historical asbestos and/or hazardous material survey reports as provided by the CLIENT
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services
 - ♦ Review sample test data
 - ♦ Attend project meetings as directed by CLIENT
2. Prepare a limited hazardous materials survey report, to include the following:
 - ♦ Summary of observations recorded during field activities
 - ♦ Description of the homogeneous areas identified
 - ♦ Methodology and regulatory compliance
 - ♦ XRF readings and calibration checks
 - ♦ Categorization of friability, apparent visual condition, and estimated quantities of regulated ACM
 - ♦ Copies of applicable licenses and certifications
 - ♦ Sample location plan (not-to-scale) of the suspect ACM, lead-containing materials, and PCB-containing materials
 - ♦ General locations of regulated ACM
 - ♦ Copies of laboratory reports and associated sample custody documentation
3. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. CLIENT Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, historical asbestos and/or hazardous material survey reports, and floor plan in PDF or CAD format.
2. Provide safe access, conforming to OSHA and other pertinent regulations, to sampling and testing locations.
3. Provide an electrical source for the use of necessary equipment.
4. Restoration of sample location(s).
5. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

We require a minimum of three 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.

Prior to project initiation, CLIENT will provide ATL with copies of the PROJECT plans and specifications and all revisions and addenda, and previous survey and/or sampling records.

- ♦ If sampling is performed, a representative bulk sample will be collected for each identified suspect lead-containing material. The general location, material description, and color of surface will be recorded. Sample locations with multiple layers of paint will be described with the color of the outermost layer. Bulk paint chip samples will be comprised of all layers of paint, with the sampling completed from surface to substrate.
3. Polychlorinated Biphenyls (PCB)-Containing Materials:
- ♦ Provide an **Environmental Scientist** to conduct a visual examination of designated accessible areas, to identify suspect PCB-containing caulk and to collect samples for subsequent laboratory analysis. Suspect PCB-containing materials will be classified into homogeneous sampling areas. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance. The Environmental Scientist will record general location and material description/color of suspect PCB-containing materials sampled.

B. Laboratory Services:

1. Asbestos-Containing Materials (ACM)
- ♦ Submit bulk samples of suspect ACM to a NYSDOH ELAP approved laboratory that meets the requirements of 12 NYCRR Subpart 56-4.2.
 - ♦ Bulk samples will be laboratory analyzed by polarized light microscopy (PLM). Samples that are determined to be non-friable organically bound (NOB), and determined to contain less than one percent asbestos by the PLM analysis, will also be analyzed by transmission electron microscopy (TEM). The TEM analysis is required to conclusively document that NOB materials may be classified as non-asbestos-containing.
 - ♦ Laboratory analysis will be performed on a one-week turn-around-time (TAT) basis, subsequent to receipt of samples by the laboratory.
2. Lead-Containing Materials
- ♦ Submit bulk chip samples of potential lead-containing materials to a NYSDOH ELAP approved laboratory to perform lead analysis.
 - ♦ Bulk chip samples will be laboratory analyzed to determine detectable levels in lead in accordance with EPA Method 7000. Composite paint chip samples consisting of multiple paint layers will be analyzed for total lead concentration.
 - ♦ Laboratory analysis will be performed on a two-week TAT basis, subsequent to receipt of samples by the laboratory.
3. Polychlorinated Biphenyls (PCB)-Containing Materials
- ♦ Submit samples of suspect PCB-containing caulk to a NYSDOH ELAP approved laboratory to perform PCB analysis.
 - ♦ Samples will be laboratory analyzed to determine total PCB concentration in accordance with EPA Method 8082. PCB analysis results for caulk will be reported as Aroclors 1016, 1221, 1232, 1242, 1248, 1254, 1260, 1262, and 1268. If any other Aroclors or congeners are identified by the laboratory during the analytical process, these will also be quantified and reported. The total PCB concentration will be determined as the sum of any Aroclors and congeners (if applicable) that are detected above the laboratory reporting limit.

SCOPE OF SERVICES FOR LIMITED HAZARDOUS MATERIALS SURVEY

Ogdensburg Free Academy Boiler Room, 1100 State Street, Ogdensburg, St. Lawrence County, New York

Based on information provided to ATL by representatives of the CLIENT, it is our understanding that the project consists of performing Limited Hazardous Materials Survey Services for the upgrading the domestic water heating system within the boiler room at Ogdensburg Free Academy. It is further understood that CLIENT will provide access to the sample locations.

The services described herein are not intended to represent a complete survey of the building or building areas. Designated areas and components for sampling have been identified by representatives of the CLIENT.

It is understood and accepted by the CLIENT that bulk sampling requires removal of portions of building materials and finishes. ATL will take reasonable precautions to minimize and limit damage while accessing locations and performing the work. Restoration of sample areas to original condition will not be the responsibility of ATL. The roof system and other external construction materials will not be sampled.

A. Field Services:

1. Asbestos-Containing Materials (ACM):

- Provide an **Asbestos Building Inspector** certified by the New York State Department of Labor, to conduct a visual examination of designated accessible areas of the subject building, to identify suspect ACM, and to collect bulk samples of suspect ACM. Functional spaces will be classified into homogenous sampling areas based on suspect materials observed. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance.

The Asbestos Building Inspector will record sample locations, approximate quantities, and apparent condition of materials that are typically suspected to contain asbestos, as identified in 12 NYCRR Subpart 56-5.1 and in United States Environmental Protection Agency's "Guidance for Controlling Asbestos-Containing Materials in Buildings", dated June 1985.

2. Lead-Containing Materials:

- Provide an **Environmental Scientist OR a Lead Inspector**, certified by the United States Environmental Protection Agency (EPA), to conduct a visual examination of designated accessible areas and identify suspect lead-containing materials to be tested with x-ray fluorescence (XRF) and/or sampled for laboratory analysis. Suspect lead-containing materials to be identified include surfaces of building materials and building system components with paint, varnish, stain, or other applied coating and caulks. Suspect lead-containing materials will be classified into homogeneous sampling areas. A homogeneous sampling area is defined as an area with similar color, building component and substrate, construction/application, and general appearance.
- If XRF testing is performed, representative locations of surfaces with suspect lead-containing material will be selected. Data input for each test will include information pertaining to the location and component, material condition, surface color, and test result. For locations where XRF results are considered inconclusive, confirmatory paint chip samples will be collected. Calibration checks for the XRF analyzer will be performed in accordance with manufacturer's recommendations.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Asbestos Building Inspector	1	\$350.00 / Half Day	\$350.00
CAD Operator	2	\$65.00 / Hour	\$130.00
Environmental Scientist/Lead Inspector	1	\$400.00 / Half Day	\$400.00
Project Manager	1	\$105.00 / Hour	\$105.00
Miscellaneous			
Report	1	\$550.00 / Report	\$550.00
Travel - Includes Labor and Mileage - Technical Staff	2	\$80.00 / Trip	\$160.00
XRF Equipment	1	\$150.00 / Day	\$150.00
Subtotal Atlantic Testing Laboratories			\$1,845.00
Subcontracted			
Laboratory Analysis			
NOB Sample Preparation (1-week TAT)	20	\$8.00 / Each	\$160.00
PLM (1-week TAT)	40	\$9.00 / Each	\$360.00
PLM NOB (1-week TAT)	20	\$9.00 / Each	\$180.00
TEM (1-week TAT)	20	\$30.00 / Each	\$600.00
EPA Method 7000B (2-week TAT)	3	\$34.00 / Each	\$102.00
Polychlorinated Biphenyls (PCB) - EPA 8082 (2-week TAT)	3	\$175.00 / Each	\$525.00
Subtotal Subcontracted			\$1,927.00
Estimated Cost			\$3,772.00

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 information provided by representatives of the client. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and/or 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.

As used in this schedule:

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge is inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The foregoing fees for laboratory services reflect a standard laboratory turn-around-time (TAT). A laboratory surcharge up to 100% is applicable to samples requiring priority TAT. Advance notification of priority TAT is required.

AGREEMENT

LIMITED HAZARDOUS MATERIALS SURVEY 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 Limited Hazardous Materials Survey Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Ogdensburg Free Academy Boiler Room
1100 State Street
Ogdensburg, St. Lawrence County, New York

- B. **SERVICES:** ATL will provide Limited Hazardous Materials Survey 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

ACCEPTED BY:

Ogdensburg City School District

Signature

Marjjean B. Remington, CEO
Printed Name and Title

Date

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