



# ATLANTIC TESTING LABORATORIES

**WBE certified company**

March 15, 2023

Canton  
6431 U.S. Highway 11  
Canton, NY 13617  
315-386-4578 (T)  
[atlantictesting.com](http://atlantictesting.com)

Ogdensburg City School District  
c/o BCA Architects & Engineers  
327 Mullin Street  
Watertown, New York 13601

Telephone: 315-782-8130  
Email: [stravers@thebcgroup.com](mailto:stravers@thebcgroup.com)

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

Re: Construction Materials Engineering and Testing Services  
Ogdensburg Free Academy Parking Lots  
Ogdensburg, New York  
ATL No. CT998-513-03-23

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 Construction Materials Engineering and Testing 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**

Timothy J. Gavin  
Area Manager

TJG/sf  
Enclosures

## **SCOPE OF SERVICES FOR PAVEMENT CORING SERVICES**

### **Ogdensburg Free Academy Parking Lots Ogdensburg, St. Lawrence County, New York**

Based on the information provided to ATL by CLIENT, it is our understanding that the project consists of collection of asphalt cores from the 3 main parking lots at the Ogdensburg Free Academy site. It is also our understanding that the parking lots have sizes of 18,430 square feet, 26,030 square feet, and 83,020 square feet. Planned work includes reconstructing or milling these parking lots, and the pavement coring services have been requested to assess existing asphalt depth and composition.

Unless otherwise requested, a total of eleven (11), 6-inch diameter asphalt cores will be collected, including 2 from the 18,430-square foot parking lot, 3 from the 26,030-square foot parking lot, and 6 from the 83,020-square foot parking lot.

The following Scope of Services is based on information provided by the CLIENT and a proposed quantity of cores by ATL to provide a general assessment of existing asphalt depth and composition within the parking lot areas.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following general Scope of Services.

#### **A. Field Services:**

1. Mobilize a Two-Person Coring Crew and the required equipment to remove a total of 11 asphalt cores, 6 inches in diameter, at locations to be selected by CLIENT or ATL.

After completion of the coring, the underlying subbase will be sampled for visual classification in accordance with the Modified Burmeister classification system.

Core holes will be patched with cold patch asphalt, upon completion of the coring. ATL does not guarantee the durability or performance of patching materials. Patched locations should have a sealcoat placed, under appropriate weather conditions, to extend the durability and longevity of the patch. This may require replacement of cold patch (depending on condition) prior to sealcoating.

#### **C. Additional services:**

1. Prepare a report to include the following:
  - ♦ Description of observations at the core locations
  - ♦ Photograph log

#### **D. CLIENT Responsibilities:**

1. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
2. Provide maintenance and protection of traffic, if applicable.
3. Monitor patched core locations, and coordinate additional patching and sealcoating to extend durability and longevity of patched locations.
4. Provide contact information for report distribution.

### **NOTES TO THE SCOPE OF SERVICES**

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Unless instructed otherwise, core samples will be discarded upon completion of the testing.

We require a minimum of five days advance notice prior to project initiation and two days advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

**FEE SCHEDULE**

Service	Estimated Quantity	Unit Fee	Estimated Cost
<b>Atlantic Testing Laboratories</b>			
<b>Technical Personnel</b>			
2 Person Coring Crew	--	\$280.00 / Hour OT	If Requested
2 Person Coring Crew	1	\$1,600.00 / Day	\$1,600.00
Project Manager	2	\$105.00 / Hour	\$210.00
<b>Laboratory Testing</b>			
Report including Core Log with Photographs	1	\$400.00 Lump Sum	\$400.00
<b>Miscellaneous</b>			
Bituminous Coring Equipment	1	\$250.00 / Day	\$250.00
Mobilization/Demobilization	1	\$350.00 Lump Sum	\$350.00
<b>Estimated Cost</b>			<b>\$2,810.00</b>

**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 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 July 31, 2023. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

It is ATL's understanding that NYS prevailing wages are not applicable for this project.

As used in this schedule:

A standard day is defined as time on-site during a 4- to 8-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.

**AGREEMENT**

**CONSTRUCTION MATERIALS ENGINEERING AND TESTING 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 Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Ogdensburg Free Academy Parking Lots  
1100 State Street  
Ogdensburg, St. Lawrence County, New York

B. **SERVICES:** ATL will provide Construction Materials Engineering and Testing 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

Kevin K. Kendall, Superintendent  
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\***

