



ATLANTIC TESTING LABORATORIES

WBE certified company

Canton
6431 US Highway 11
Canton, New York 13617
315-386-4578 (T)
atlantictesting.com

May 1, 2024

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

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

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

Re: Subsurface Investigation and Geotechnical Evaluation Services
New Transportation Facility
Oswegatchie, St. Lawrence County, New York
ATL No. CD998-1126X-04-24

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 Subsurface Investigation and Geotechnical Evaluation 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 mail 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.

It is ATL's understanding that NYS prevailing wages are applicable for this project. The unit fees are based on the applicable prevailing wage rates.

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

Adam J. Schneider, PE
Senior Engineer

AJS/TJG/sw
Enclosures

SCOPE OF SERVICES FOR SUBSURFACE INVESTIGATION
AND GEOTECHNICAL EVALUATION

New Transportation Facility
Oswegatchie, St. Lawrence County, New York

Based on information provided to ATL by Ogdensburg City School District, it is our understanding that the project consists of performing Subsurface Investigation and Geotechnical Evaluation Services for the New Transportation Facility, located in Oswegatchie, New York. The proposed project will include the construction of a new building with a footprint of approximately 7,500 square feet.

It is understood and accepted by CLIENT that subsurface investigation involves the use of intrusive drilling and sampling methods. Such methods typically require access for heavy equipment that may damage or alter the site topography, including sensitive landscape and pavement surfaces. ATL will take reasonable precautions to minimize and limit potential damage to the site while accessing locations and performing the work. Restoration of the site to its pre-existing state will not be performed by ATL, unless specifically provided for in this Scope of Services or through a written addendum mutually signed by authorized representatives of ATL and CLIENT.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

A. Subsurface Investigation Services

1. Request an underground utility clearance through UDIG-NY or other equivalent public utility locating service. The CLIENT or OWNER shall be responsible for providing information regarding private buried and overhead site utilities not managed by public utility sources. ATL shall take reasonable precautions to avoid damage to subsurface utilities and structures that have been properly identified and marked. ATL shall not be responsible for damage to subsurface utilities and structures that are not correctly identified or marked during the public underground utility clearance and/or damage to private subsurface utilities and structures resultant from incorrect information provided by the CLIENT or OWNER.

Completion of an underground utility clearance requires a minimum of three business days, in accordance with UDIG-NY or equivalent policy.

2. Mobilize and demobilize the following:
 - ♦ Two-person drill crew
 - ♦ ATV-mounted drill rig
3. Advance four (4) soil borings, utilizing hollow stem augers, flush joint casing, and/or mud rotary techniques, to an estimated depth of 20 feet each, to practical refusal, or until at least 10 feet of material exhibiting a Standard Penetration Test (N value) of at least 20 blows/foot is penetrated, whichever is less. If practical refusal is encountered, the material may be cored, at selected locations, a minimum of 5 feet using an BX or NX-size core barrel (1.5-inch or 2-inch core diameter).
4. Advance one (1) soil boring to a depth sufficient to determine the seismic site classification in accordance with the Building Code of New York State (an estimated depth of 80 feet).

5. Advance five (5) borings to an estimated depth of 10 feet, or to practical refusal, whichever is less, to support infiltration testing. Adjacent to each boring, install a 4-inch inside diameter pipe to a depth of 4 feet, and perform infiltration testing in general accordance with NYS Stormwater Design Manual, Appendix D guidelines.
6. Perform soil sampling and Standard Penetration Testing (SPT), using a 2-inch outside diameter split spoon sampler, in accordance with ASTM D 1586: "*Standard Test Method for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils*". Sampling will be performed continuously to a minimum depth of 12 feet and at 5-foot intervals thereafter.
7. Collect undisturbed samples (Shelby tubes) of soft cohesive soil, if encountered, and as directed by the Geotechnical Engineer.
8. Install one (1) temporary observation well to facilitate water readings. The temporary well will be constructed with 1-inch PVC slotted screen and riser pipe, and a bentonite surface seal. The screened interval will be backfilled with a sand pack or soil cuttings.
9. Backfill borings with on-site material. The boreholes will be restored at the surface grade to generally correspond with existing conditions (i.e., soil, asphalt cold patch, concrete). CLIENT will be responsible for monitoring backfilled locations for settlement and condition of surface restoration. ATL assumes no liability for borehole settlement and makes no warranties or guarantees, express or implied, related to surface restoration.

B. Laboratory services

1. Soil and Rock:

- ◆ ASTM D 422: Particle-Size Analysis of Soils (with Hydrometer analysis)
- ◆ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ◆ ASTM D 2216: Natural Moisture Content
- ◆ ASTM D 2435: One-Dimensional Consolidation Properties of Soils
- ◆ ASTM D 2850: Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils
- ◆ ASTM D 4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ◆ Perform visual classification of soil and/or rock samples. Soil samples will be classified in accordance with the Burmister Soil Classification System.

C. Reporting

1. Prepare a Geotechnical Report to include the following:
 - ◆ Boring Location Plan and Site Location Map
 - ◆ Description of subsurface investigation and sampling methodology
 - ◆ Description of subsurface soil and rock conditions, and groundwater conditions
 - ◆ Computer-generated soil boring logs with laboratory soil/rock classifications, subsurface stratigraphy, SPT observations, groundwater observations, and rock core descriptions
 - ◆ Laboratory test results
 - ◆ Geotechnical analysis that includes the following:
 - 1) Recommended foundation system
 - 2) Allowable soil bearing capacity
 - 3) Estimated settlement
 - 4) Lateral earth pressures
 - 5) Modulus of subgrade reaction
 - 6) Frost protection

- 7) Subsurface drainage recommendations
 - 8) Pavement design criteria
 - 9) Backfill criteria
 - 10) Determine the Seismic Site Classification in accordance with the applicable building code
2. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. CLIENT will be responsible for the following:

1. Provide or coordinate clearance for private buried and overhead site utilities not managed by public utility sources.
2. Stake the location and obtain the ground elevation for each boring. Provide ATL with boring locations, elevations, and boring location plan prior to commencing field work.
3. Provide appropriate access for the proposed equipment to each boring location.
4. Obtain required permits and permissions for site access.

NOTES TO THE SCOPE OF SERVICES

Untested portions of soil, rock, and/or boring samples will be discarded 6 months after completion of the testing, unless directed otherwise.

Based on current workload, scheduling of field work is approximately 12 weeks from receipt of signed contract.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
ATL SERVICES			
Mobilization/Demobilization			
ATV-Mounted Drill Rig with a Two-Person Drill Crew	1	\$ 2,000.00 Lump Sum	2,000.00
Soil Borings			
Auger or Cased Boring (< 75 blows/foot material)	160	\$ 62.00 /LF	9,920.00
Auger or Cased Boring (> 75 blows/foot material)	--	\$ 75.00 /LF	If Required
Shallow Boring (≤10 feet)	5	\$ 500.00 /Boring	2,500.00
Soil Sampling			
2-inch OD Split Spoon Sample	51	\$ 25.00 /Each	1,275.00
Undisturbed Sample (Shelby Tube)	1	\$ 220.00 /Each	220.00
Rock Drilling			
BX or NX Coring	--	\$ 99.00 /LF	If Required
Temporary Observation Well			
Observation Well	1	\$ 250.00 /Each	250.00
Specialty Testing			
Install 4-inch diameter PVC Riser	5	\$ 250.00 /Each	1,250.00
Perform Infiltration Test	5	\$ 150.00 /Test	750.00
Laboratory Testing			
Visual Soil Classification (Burmister)	76	\$ 7.50 /Each	570.00
ASTM D 422: Particle Size Analysis of Soils without Hydrometer	5	\$ 80.00 /Test	400.00
ASTM D 422: Particle Size Analysis of Soils with Hydrometer	5	\$ 125.00 /Test	625.00
ASTM D 2216: Moisture Content	30	\$ 10.00 /Test	300.00
ASTM D 2435: One-Dimensional Consolidation Test	--	\$ 920.00 /Test	If Required
ASTM D 2850: Triaxial Test - UU with pore pressure	--	\$ 650.00 /Test	If Required
ASTM D 4318: Liquid Limit, Plastic Limit, Plasticity Index (Atterberg Limits)	5	\$ 115.00 /Test	575.00
Report Preparation			
Prepare Geotechnical Report	1	\$ 3,000.00 Lump Sum	3,000.00
Technical Personnel			
Geotechnical Engineer Office (additional services)	--	\$ 90.00 /Hour	If Requested
Miscellaneous			
Standby Time Includes time delays uncontrolled by ATL	--	\$ 475.00 /Hour	If Required
Subtotal ATL Services			23,635.00
ATL ENGINEERING, P.C. SERVICES			
Technical Personnel			
Principal Engineer	2	\$ 150.00 /Hour	300.00
Subtotal ATL Engineering, P.C. Services			300.00
Estimated Cost			\$23,935.00
Lump Sum \$23,250			

NOTES TO THE FEE SCHEDULE

Unit Fee invoices will be based on the unit fees and the actual services rendered, and may vary from the Total Estimated Cost. Lump Sum invoices will be based on the Lump Sum Fee.

It is ATL's understanding that NYS prevailing wages are applicable for this project. The unit fees are based on the applicable prevailing wage rates.

AGREEMENT

SUBSURFACE INVESTIGATION AND GEOTECHNICAL EVALUATION 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 Subsurface Investigation and Geotechnical Evaluation Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

New Transportation Facility
Oswegatchie, St. Lawrence County, New York

B. **SERVICES:** ATL will provide Subsurface Investigation and Geotechnical Evaluation 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

UNIT FEES

LUMP SUM FEE

ACCEPTED BY:

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

**Ogdensburg City School District c/o BCA
Architects & Engineers**

Signature

Signature

Marijean B. Remington, CEO
Printed Name and Title

Printed Name and Title

Date

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 *