

BOARD OF EDUCATION
MADRID-WADDINGTON CENTRAL SCHOOL
Tuesday, April 15, 2025
High School Library
6:45 AM

- I. Call to Order
- II. Pledge of Allegiance
- III. Action Item
 - Approval of Bids for 2023 CIP Phase 2
- IV. Adjournment



April 14, 2025
Mr. Eric Burke
Superintendent of Schools
2582 State Highway 345
Madrid, New York 13660

RE: Madrid Waddington CSD –2023 CIP - Phase 2
SEI Project No. 22-4259

Dear Eric,

The District received bids for the above referenced project on April 8, 2025. A Tabulation of Bids is attached. We are pleased to note that the apparent low bids are within the project budget. Having reviewed the Bid Forms, we present the following apparent low bidder for the construction.

1. APPARENT LOW BIDDERS

Site Work

T.J. Fiacco Construction LLC.

77666 State Highway 56
Norwood, NY 13668

Base Bid: **\$2,677,700.00**

General Work

Norther Tier Contracting Inc.

329A Scotch Settlement Road
Gouverneur, NY 13642

Base Bid: **\$3,989,900.00**

Alternate NO. 01: Storefront replacement at Courtyard +\$415,000.00

Alternate NO. 02: Exterior Wall Construction at the District Offices +\$44,000.00

Alternate NO. 03: Middle School Toilet Rooms +\$240,000.00

Alternate NO. 04: Elementary School Cafeteria Renovations +\$205,000.00

Alternate NO. 05: Storage Building Renovations +\$101,000.00

Alternate No. 06: Locker Replacement at the Elementary School Wing +\$319,500.00

TOTAL **\$5,314,400.00**

Plumbing Work

Norwood Plumbing Inc.

15 Baldwin Ave, PO Box 216
Norwood, NY 13668

Base Bid: **\$331,722.00**

Alternate NO. 03: Middle School Toilet Rooms +\$73,866.00

TOTAL **\$405,588.00**



Mechanical Work

Northern Mechanicals Inc.

PO Box 45

Norfolk, NY 13667

Base Bid:	\$782,100.00
Alternate NO. 01: Storefront replacement at Courtyard	+\$47,700.00
Alternate NO. 02: Exterior Wall Construction at the District Offices	+\$12,000.00
Alternate NO. 03: Middle School Toilet Rooms	+\$34,800.00
Alternate NO. 04: Elementary School Cafeteria Renovations	+\$91,200.00
TOTAL	\$967,800.00

Electric Work

S&L Electric Inc.

5313 State Highway 56

Colton, NY 13625

Base Bid:	\$374,900.00
Alternate NO. 03: Middle School Toilet Rooms	+\$17,500.00
Alternate NO. 04: Elementary School Cafeteria Renovations	+\$41,900.00
Alternate NO. 05: Storage Building Renovations	+\$6,240.00
TOTAL	\$440,540.00

Food Service Equipment Work

Main Ford General Supply Co. Inc.

15 Saint James Street

Rochester, NY 14606

Base Bid:	\$558,700.00
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Access Controls Work

Day Automation

7931 Rae Blvd.

Victor, NY 14564

Base Bid:	\$74,869.94
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Temperature Controls Work

Day Automation

7931 Rae Blvd.

Victor, NY 14564

Base Bid: **\$154,698.64**

Alternate NO. 03: Middle School Toilet Rooms +\$15,114.63

Alternate NO. 04: Elementary School Cafeteria Renovations +\$28,521.00

Remaining Controls Conversion -AHU 6 and AHU 3 +\$62,454.83

Remaining Controls Conversion -AHU 7, Fin tube Radiation and Reheat +\$24,645.60

TOTAL **\$285,434.88**

2. CONTRACT AWARD

The budget is adequate for the award of Base Bids; we will further review Alternates in light of the District's desire to maintain an appropriate contingency. Alternates can be accepted up to (45) days from the date of bid opening (May 23, 2025) without adjustment in cost. SEI Design Group suggests the District consider award of contracts as follows:

Site Work

T.J. Fiacco Construction LLC.

Base Bid **\$2,677,700.00**

General Work

Norther Tier Contracting Inc.

Base Bid with Alternates NO. 01; 02, 03, 04, 05 and 06 **\$5,314,400.00**

Plumbing Work

Norwood Plumbing Inc.

Base Bid with Alternate NO. 03 **\$405,588.00**

Mechanical Work

Northern Mechanicals Inc.

Base Bid with Alternates NO. 01; 02, 03, 04 **\$967,800.00**

Electric Work

S&L Electric Inc.

Base Bid with Alternates NO.03, 04, 05 **\$204,910.00**



Food Service Equipment Work

Main Ford General Supply Co. Inc.

Base Bid **\$558,700.00**

Access Controls Work

Day Automation

Base Bid: **\$74,869.94**

Temperature Controls Work

Day Automation

Base with Alternates NO.03, 04, plus conversions **\$285,434.88**

3. BUDGET STATUS COSTS (Construction and Incidentals)

Voter Authorized Referendum \$15,200,00.00

Total Phase 1 Contracts Awarded (\$161,370.00)

Total Suggested Contract Awards-Phase 2 (\$10,489,402.82)
(Includes \$90,000 contingency allowances)

Estimated Incidental Costs (Per SED FP-F Form) (\$2,736,000.00)

Unencumbered funds/ additional contingency **\$1,813,227.18**

Based upon the information above, we suggest that the District award the Contracts to the apparent low bidders. We hope that this information will assist the Board in making an award for this work. Please let us know if you have any questions, or require additional clarification.

Sincerely,

A large, stylized handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the left.

Stephen J. Staveski, AIA
Associate Principal

COPY: Mike Ebertz, AIA

Project: 2025 CIP - Phase 2
Client: Madrid Waddington CSD
SEI Project #: 22-4259
Contract #: 102 - Plumbing

BID TABULATION SHEET

[illegible][illegible]

Project: 2014 CIP_Phase 2
Client: Madrid Waddington CSD
SEI Project #: 16-3035
Contract #: 104 - Electrical

BID TABULATION SHEET

Date: April 8, 2025

[illegible]

Project: 2014 CIP_Phase 2
Client: Madrid Waddington CSD
SEI Project #: 16-3035
Contract #: 104 - Electrical

BID TABULATION SHEET

Date: April 8, 2025





Security Solutions | Building Automation | Instructional Technology | Energy Services

April 7, 2025

Madrid Waddington CSD

Re: Access Control Conversion

Estimate: DAY-021436

Dear Customer,

Day Automation is pleased to provide the following proposal for your review.

Project Summary: Day Automation is providing an upgrade to the current access control system at Madrid Waddington CSD.

Day will provide a new physical appliance server with software, and replacement of door access control panels. Day will recommission existing access control door equipment- including existing request to exit sensors, door contacts, and electronic door locking hardware- replacing existing card readers with iClass devices.

Scope of Work

- Access Control Conversion
 - Provide (1) physical appliance
 - Provide licensing for up to (20) doors
 - Remove and replace (3) access control panel locations
 - Recommission existing equipment at the (12) access control doors
 - Replacing card readers
 - Provide 200 iClass cards
 - Tie in existing (Day) panic panel to lock doors if activated.

Network Clarifications and Exclusions:

- This project will need to use (3 existing) open network ports provided by the customer.
- All network switch/ switches furnished and installed by customer
- Management of network switches by the customer
- All network connectivity and static IP addresses will be provided by the customer.
- All rack space and power requirements for head end provided by the customer.

Scope Clarifications and Exclusions:

- All installation is included.
- All required system programming, testing, and system commissioning performed by Day Automation.
- Cable furnished and installed by Day Automation for Day provided equipment only.
- Day Automation will provide cable specifications. Network cable will be standard CAT6 Orange unless a different color is requested prior to quoting.
- All field terminations by Day Automation for Day provided equipment only.
- All camera terminations by Day Automation for Day provided equipment only.
- All server terminations by Day Automation for Day provided equipment only
- Electronic door hardware (existing) by customer.
- UA7 service subscriptions are included. Must be renewed prior to expiration by the customer to continue upgrading in version edits on the access control system.
- All required 120vac for system power requirements will be furnished by the customer.
- All work to be performed during regular business hours (7:00AM to 3:30PM, Monday – Friday, excluding holidays).
- Demo of existing wire/system will be done to the extent that wire is physically accessible. If wire cannot be removed without damaging existing walls or other wire, portions may remain.
- Day Automation technicians assume either free access or escorted access to all required areas of the facility during the installation.
- Includes 1-year warranty. Warranty does not apply to existing equipment/cable.
- Prices quoted herein will be honored for a period of 30 days.
- The customer is responsible for any permits, fees as required.
 - Not included
 - Performance and Payment Bond
 - Painting and patching.

- Contingency for unforeseen circumstances
- Electric door hardware and door hardware power supplies
- Work required to connect to or within elevators
- Work required to connect to Gates or gate actuators
- Hazardous material abatement
- Sales or use tax
- Premium time

System Engineering to include the following:

- Submittals to include site specific riser diagrams, termination details, floor plans showing device locations and spec sheets. Day Automation requires the customer to furnish facility drawings in order to provide system As-Built drawings.
- Warranty, Close-Out Documentation.
- O&M's

Project management / Field Implementation:

- Coordinate the implementation of the project with the Customer.
- Programming.
- Field testing.
- User Training

Pricing:

	Non-NYSC Equipment	NYSC Equipment	Day Technical Services	Subcontractor	Total
Access Control Conversion	\$3,356.25	\$29,215.03	\$16,180.00	\$16,728.00	\$65,479.28
Totals	\$3,356.25	\$29,215.03	\$16,180.00	\$16,728.00	\$65,479.28

Access Control Conversion						Unit Sell	Ext. Sell
NYSC	Qty	Manufacturer	Model	Description			
NYSC	3	Altronix	OLS250	Offline Switching Power Supply, 115 Vac, 24 Vdc 10 A Output, with AC Fail & Low Battery Alarm		\$246.94	\$740.82
NYSC	3	Altronix	PDB	8 Fused Output Power Distribution Module		\$31.21	\$93.63
NYSC	6	Avigilon	AC-MER-CON-MR52-S3B	2-Reader Interface Module, Mag or Wiegand, 4-Reader OSDP, 8 In, 6 Relays Outputs		\$780.52	\$4,683.12
NYSC	3	Avigilon	AC-MER-CONT-LP1502	2-Door Intelligent Controller, 8 In, 4 Relay Outputs, 12-24Vdc, RS485		\$1,374.67	\$4,124.01
NYSC	1	Avigilon	UA-APP-ENT-7	UA7 Ent Appliance, 1U, Linux OS, Open LDAP, includes UA7, 400 Doors Max, No Door Licenses		\$3,732.40	\$3,732.40
NYSC	1	Avigilon	UA-SW-LIC-ALL-IN-ADDON	UA7 All-In Add-On License, Maxes out all Add-On feature Licenses		\$5,256.90	\$5,256.90
NYSC	1	Avigilon	UA-SW-LIC-BASE-PACK	UA7 Base License, includes (2) UA-SW-LIC-10DOORS (20 doors), up to 2 collaborations, 5 identity profiles, 2 badging templates, 5 partitions, 20 scenes, 10 areas, 5 virtual stations, 50 global actions, REST API License		\$3,504.60	\$3,504.60
NYSC	2	HID	3160PGGMN-26b 100-pack	iClass SE/Prox, Composite, 2kb, iCLASS Prox/Prox Unprog, White, Seq Matching Encoded/Printed (Ink), NSP, 26b, 100-pack		\$1,065.24	\$2,130.48
NYSC	12	HID	40NKS-00-000000	SIGNO40 Wall Switch Reader, PT, Black, Sid Profile (Mobile, 13.55MHz, 125kHz)		\$318.63	\$3,823.56
NYSC	3	Leviton	41089-1VVP	Surface Mount QuickPort Box, Plenum Rated, 1-Port, White		\$2.48	\$7.44
NYSC	3	Leviton	61110-RW8	eXtreme Cat 6 QuickPort Jack, White		\$10.40	\$31.20
NYSC	3	Lynn	CAT6-01-ORB	1' CAT6 CHOICE 1Gb UTP Patch Cable, 24AWG, Molded Boot, Orange		\$3.32	\$9.96
NYSC	6	Powersonic	PS-1270 F1	12 Vdc 7 AH Battery		\$34.34	\$206.04
NYSC	3	Schneider Electric	SEBOX242410P	24x24x10" (HxWxD) Hinged Enclosure w/Perforated Back Plate, N4		\$290.29	\$870.87
FMV	1	Avigilon	UA-SW-LIC-SERVICE-	UA7 Service Plan, 5-yr, up to 250 Doors		\$3,356.25	\$3,356.25
Project Cost						\$65,479.28	

Please be advised that this proposal was prepared and is in strict accordance with the requirements of Day Automation Systems' NYS OGS contract PT-68783. All subcontractors have quoted labor rates at or below the posted prevailing wage rates per Day Automation's OGS contract PT-68783 requirements.

This proposal has been prepared prior to final project engineering and design. As such, the selection of the equipment is preliminary and may change based upon project design. Technical Services and installation may also change as a function of these modifications however the project pricing is firm and fixed unless these adjustments ultimately result in an overall lower cost for the project. The project will be progress billed monthly.

Please contact me if you have any questions or would like additional information.

Sincerely,

Brian Bujnowski
Account Executive
Day Automation

Day

Automation

m: 315-323-2416

e: brian.bujnowski@dayautomation.com



Security Solutions | Building Automation | Instructional Technology | Energy Services

April 7, 2025

Madrid Waddington CSD

Re: Madrid Waddington CSD Access Control Capital Improvement
Estimate: DAY-022763

Dear Customer,

Day Automation is pleased to provide the following proposal for your review.

Project Summary:

Day Automation is providing equipment and programming for additions to the access control system at Madrid Waddington CSD as specified.

Day will provide control panels and access control door equipment including existing request to exit sensors, door contacts and card readers.

This proposal and work are contingent upon the subsequent completion of the access control conversion- Estimate #DAY-021436

Scope of Work

- **Access Control**
 - Provide equipment and programming for 2 doors at the main campus.
 - Provide equipment and programming for 1 door at the transportation building.

Network Clarifications and Exclusions:

- This project will need to use **(2) open network ports** provided by the customer.
- **All network switch/ switches furnished and installed by customer**
- Management of network switches by the customer
- All network connectivity and static IP addresses will be provided by the customer.
- All rack space and power requirements for head end provided by the customer.

Scope Clarifications and Exclusions:

- All required system programming, testing, and system commissioning performed by Day Automation.
- Cable furnished and installed by others.
- All Equipment and components installed by others.
- Day Automation will provide cable specifications. Network cable will be **standard CAT6 Orange** unless a different color is requested prior to quoting.
- Electronic door hardware by customer
- All required 120vac for system power requirements will be furnished by the customer.
- All work to be performed during regular business hours (7:00AM to 3:30PM, Monday – Friday, excluding holidays).
- Day Automation technicians assume either free access or escorted access to all required areas of the facility during the installation.
- Includes 1-year warranty. Warranty does not apply to existing equipment/cable.
- Prices quoted herein will be honored for a period of 30 days.
- The customer is responsible for any permits, fees as required.
- Not included
 - Performance and Payment Bond
 - Painting and patching.
 - Contingency for unforeseen circumstances
 - Electric door hardware and door hardware power supplies
 - Work required to connect to or within elevators
 - Work required to connect to Gates or gate actuators
 - Hazardous material abatement
 - Sales or use tax
 - Premium time



System Engineering to include the following:

- Submittals to include site specific riser diagrams, termination details, floor plans showing device locations and spec sheets. Day Automation requires the customer to furnish facility drawings in order to provide system As-Built drawings.
- Warranty, Close-Out Documentation.
- O&M's

Project management / Field Implementation:

- Coordinate the implementation of the project with the Customer.
- Programming.
- Field testing.
- User Training

Pricing:

	Non-NYSC Equipment	NYSC Equipment	Day Technical Services	Subcontractor	Total
CIP Access Control (Main Bld)	\$0.00	\$2,723.38	\$2,816.00	\$0.00	\$5,539.38
Totals	\$0.00	\$2,723.38	\$2,816.00	\$0.00	\$5,539.38

Access Control Bus Garage : Folder Summary

	Non-NYSC Equipment	NYSC Equipment	Day Technical Services	Subcontractor	Total
CIP Access Control (Bus Garage)	\$0.00	\$2,270.78	\$1,580.50	\$0.00	\$3,851.28
Totals	\$0.00	\$2,270.78	\$1,580.50	\$0.00	\$3,851.28

Project Cost\$9,390.66

Please be advised that this proposal was prepared and is in strict accordance with the requirements of Day Automation Systems' NYS OGS contract PT-68783. All subcontractors have quoted labor rates at or below the posted prevailing wage rates per Day Automation's OGS contract PT-68783 requirements.

This proposal has been prepared prior to final project engineering and design. As such, the selection of the equipment is preliminary and may change based upon project design. Technical Services and installation may also change as a function of these modifications however the project pricing is firm and fixed unless these adjustments ultimately result in an overall lower cost for the project. The project will be progress billed monthly.

Please contact me if you have any questions or would like additional information.

Sincerely,

Brian Bujnowski
Account Executive
Day Automation
m: 315-323-2416
e: brian.bujnowski@dayautomation.com



Automation

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April 8, 2025

Eric Burke
Superintendent of Schools
Madrid Waddington CSD

RE: Madrid Waddington CSD - 2023 CAPITAL PROJECT Phase 2 Junior/Senior High School

Bus Garage SED # 51-19-01-04-0-003-021

SEI Project # 22-4259

Day Automation NYS OGS Contract PT68783 Equipment Quote for Temperature Control System

Mr. Burke,

Day Automation is pleased to provide the following proposal for your review and approval.

Project Summary: Day Automation is providing the following proposal based upon the plans and specifications provided for the project by SEI Architects. All Addenda up to and including Addendum 3 have been included.

Our scope will include the following:

- Temperature Control Systems equipment as shown in plans and specifications for the K – 12 Building

K – 12 Base Bid

- EBO Enterprise Server Software
- WorkStation Software Professional, including Programming & Graphics Editors
- Automation Server
- Air Handling Unit # 6
- Roof Top Unit # 1
- 12 Cabinet Unit Heaters
- 4 Unit Heaters
- 5 Fin Tube Radiation
- 3 Freezer/Cooler Temperatures
- Boiler system pressure sensor and hot water supply temperature sensor

Alternate # 3

- 6 Fin Tube Radiation
- 1 Exhaust Fan

Alternate # 4

- 3 Unit Vents with DX cooling
- 1 Relief damper

Remaining Controls Conversion – AHU 6 and AHU 3 Reheat Coils & Additional Points

- AHU # 3 (Entire AHU) (Serves classrooms north of Library & Library where new RTU being installed)
 - 3 Exhaust fans
 - 1 Roof Top intake
 - 6 Reheat Coils
- Air handling Unit # 6 additional points (New AHU installed in project Library area)
 - 8 reheat coils with space temperature control served by AHU 6
 - 1 Exhaust Fan

Remaining Controls Conversion – AHU 7, Fin Tube Radiation and Reheat Coils for AHU 6

- AHU #7 - (Entire AHU serves Guidance & back of Library) (only a new DX coil added in project).
 - 2 Reheat Coils
 - 3 Fin tube radiation

Clarifications and Exclusions:

- This quote is for material and labor
- For non-base bid work reuse existing control valves, damper actuators, relays, current sensors and other end devices excluding temperature sensors.
- Trane controls, deprogramming and removal of units and alarms from the current controls system is not included. This should be completed through existing service contract with Trane by owner.
- All technical services and installation are quoted separately to the bidding mechanical contractors.
- Pricing held for 60 days.
- Includes 1-year warranty.

Pricing Section:

	Non-NYSC Equipment	NYSC Equipment	Day Technical Services	Subcontractor	Total
K - 12 Building Base Bld	\$146.76	\$30,370.63	\$51,828.75	\$72,352.50	\$154,698.64
Alternate # 3 - 5th & 6th grade bathrooms	\$0.00	\$3,046.38	\$4,688.25	\$7,380.00	\$15,114.63
Alternate # 4 - Elementary UV's	\$0.00	\$3,751.68	\$10,009.50	\$14,760.00	\$28,521.18
Remaining Controls Conversion - AHU 6 and AHU 3 Reheats Coils & Additional Points	\$0.00	\$9,211.83	\$27,413.00	\$25,830.00	\$62,454.83
Remaining Controls Conversion - AHU 7 Fin Tube Radiation and Reheat Coils	\$0.00	\$3,112.35	\$11,693.25	\$9,840.00	\$24,645.60
Totals	\$146.76	\$49,492.87	\$105,632.75	\$130,162.50	\$285,434.88

Please be advised that this proposal was prepared and is in strict accordance with the requirements of Day Automation Systems' NYS OGS contract PT-68783.

This proposal has been prepared prior to final project engineering and design. As such, the selection of the equipment is preliminary and may change based upon project design. Technical Services and installation may also change as a function of these modifications however the project pricing is firm and fixed unless these adjustments ultimately result in an overall lower cost for the project. The project will be progress billed monthly.

Please contact me if you have any questions or would like additional information.



Sincerely,
Chip Stemples

DAY AUTOMATION
Charles Stemples

Account Executive
Day Automation

m: 315-276-4796
e: charles.stemples@dayautomation.com
service: 800-836-0969

www.dayautomation.com



ATLANTIC TESTING LABORATORIES

WBE certified company

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

April 7, 2025

Madrid-Waddington Central School District
2582 State Highway 345
Madrid, NY 13660

Telephone: 315-344-2414 ext. 28890
Email: eburke@mwcsk12.org

Attn: Eric Burke
Superintendent of Schools

Re: Construction Materials Engineering and Testing Services
2023 Capital Improvement Project Phase 2 Madrid-Waddington CSD
Madrid, New York
ATL No. CT998-949X-04-25

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

Arthur T. Cross II, CET
ATC/AB
Enclosures

SCOPE OF SERVICES FOR SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING

2023 Capital Improvement Project Phase 2 Madrid-Waddington CSD, Madrid, New York

Based on information provided to ATL by representatives of Madrid Waddington CSD, it is our understanding that the project consists of reconstruction of the high school kitchen, new elevator, masonry restorations, middle school toilet rooms, renovation of the district office, elementary school cafeteria, masonry restoration, parking lot reconstruction, reconstruction of the track, and a new floor slab in the existing bus garage. It is further understood that the project is scheduled for the time period of July 2025 through July 2026.

The following Scope of Services is based on request for proposal dated April 4, 2025.

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

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 Scope of Services.

A. Field Services:

1. Soil:

Provide a **Technician** to perform the following field testing of fill materials:

- ♦ ASTM D 75: Practice for Sampling Aggregates
- ♦ ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ♦ ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ♦ ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

Provide a **Special Inspector** to observe the following items for compliance with the approved geotechnical report, as required in Section 1705.6 and Table 1705.6 of the International Building Code:

- ♦ Type of controlled fill material used
- ♦ Lift thickness of controlled fill material
- ♦ Testing frequency and results of the in-place density testing

Provide an **Engineer, Geologist, and/or Engineering Assistant** to observe the following, as required in Section 1705.6 of the International Building Code:

- ♦ Foundation subgrade preparation in accordance with the approved geotechnical report and documents prepared by the Registered Design Professional prior to placement of shallow footings and controlled fill.

2. Concrete:

Provide a **Technician** to perform the following field tests of freshly mixed concrete:

- ♦ ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ♦ ASTM C 143: Slump of Hydraulic Cement Concrete
- ♦ ASTM C 172: Sampling Freshly Mixed Concrete
- ♦ ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ♦ ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- ♦ Report quantity of fresh concrete tested and test results

Provide a **Special Inspector** to observe the following items, as required in Section 1705.3 and Table 1705.3 of the International Building Code:

- ♦ Reinforcing steel and placement
- ♦ Formwork dimensions and general location
- ♦ Bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased
- ♦ Use of required design mix
- ♦ Sampling and testing of fresh concrete, including fabrication of specimens for strength testing
- ♦ Placement of concrete

3. Masonry:

Provide a **Special Inspector** to observe or perform testing for the following Quality Assurance items, as required in Section 1705.4 of the International Building Code and Table 4 of The Masonry Society (TMS) 602:

- ♦ Proportions of site-mixed mortar and grout
- ♦ Placement of masonry units and construction of mortar joints
- ♦ Placement of reinforcement, connectors, and anchorages
- ♦ Grade and size of reinforcement
- ♦ Grout space prior to grouting
- ♦ Size and location of structural elements
- ♦ Placement of grout
- ♦ Type, size, and location of anchors, and other details of anchorage of masonry to structural members, frames, or other construction
- ♦ Protection of masonry during cold weather and hot weather
- ♦ Preparation of any required grout specimens, mortar cubes or cylinders, and/or verification of prism fabrication

4. Fireproofing:

Provide a **Special Inspector** to perform the following services, as required in Section 1705.15 and 1705.16 of the International Building Code:

- ♦ ASTM E 605: Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members
- ♦ ASTM E 736: Cohesion/Adhesion of Sprayed Fire-Resistive Materials (SFRM) Applied to Structural Members
- ♦ Examine surfaces to receive SFRM for preparation in accordance with the approved fire-resistance design and the approved manufacturer's written instructions
- ♦ Observe ambient temperature, before and after application, for compliance with the approved manufacturer's written instructions

5. Structural Steel:

The CLIENT, OWNER, and/or contractor will ensure that steel fabrication shop inspection and material verifications are performed to satisfy the building code and project document requirements.

Provide a **Special Inspector** to observe the following field items, as required in Section 1705.2 of the International Building Code:

- ♦ Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application during erection

- ♦ Compare filler metals and welded joints used for conformance with project documents and approved WPS
- ♦ High strength bolted connections
- ♦ Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds
- ♦ Steel frame joint details for compliance with approved construction documents, including details for bracing and stiffening, member locations, and application of joint details

Provide a **Nondestructive Testing (NDT) Senior Technician** to perform the following testing in accordance with project documents:

- ♦ Magnetic Particle Testing
- ♦ Ultrasonic Testing

B. Laboratory Services:

1. Soil:

- ♦ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ♦ ASTM D 698: Laboratory Compaction Characteristics of Soil Using Standard Effort
- ♦ ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

2. Concrete and Aggregate:

- ♦ ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens

3. Masonry:

- ♦ ASTM C 140: Sampling and Testing Concrete Masonry Units and Related Units
- ♦ ASTM C 780: Compressive Strength of Molded Masonry Mortar Cylinders and Cubes
- ♦ ASTM C 1019: Sampling and Testing Grout for Masonry
- ♦ ASTM C 1314: Compressive Strength of Masonry Prisms

4. Fireproofing:

- ♦ ASTM E 605: Thickness and Density of Sprayed Fire-Resistive Material (SFRM)

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a **Project Manager and/or Professional Engineer** to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services.
 - ♦ Review test data generated by ATL.
 - ♦ Attend project meetings as directed by CLIENT.
 - ♦ Prepare reports.
 - ♦ Distribute reports as directed by CLIENT. Reports will be distributed 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, and the statement of special inspections,

approved material submittals, approved shop drawings, the geotechnical report, and other applicable documents.

2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. 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.

Untested portions of soil, concrete, and aggregate samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing and hold specimens upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day 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
Atlantic Testing Laboratories			
Technical Personnel			
Engineer - Field		\$780.00 / Day	
Engineering Assistant		\$650.00 / Day	
Geologist		\$740.00 / Day	
NDT Senior Technician : MT		\$900.00 / Day	
NDT Senior Technician : UT		\$1100.00 / Day	
Project Manager		\$110.00 / Hour	
Project Principal		\$160.00 / Hour	
Special Inspector : Steel		\$800.00 / Day	
Special Inspector : Concrete		\$624.00 / Day	
Special Inspector : Concrete		\$390.00 / Half Day	
Technical Report Review		\$55.00 / Report	
Technician - Soil (NETTCP Certified)		\$624.00 / Day	
Technician - Soil (NETTCP Certified)		\$390.00 / Half Day	
Technician - Masonry and Fireproofing		\$624.00 / Day	
Technician - Masonry and Fireproofing		\$390.00 / Half Day	
Technician - Soil and Concrete		\$550.00 / Day	
Technician - Soil and Concrete		\$345.00 / Half Day	
Laboratory Testing			
ASTM E 605 : Density of Spray Fire-Resistive Materials - ASTM E 605 : Density of Spray Fire-Resistive Materials		\$45.00 / Test	
Concrete and Aggregate - ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL)		\$20.00 / Cylinder	
Masonry - ASTM C 780: Compressive Strength Test - Molded Masonry Cylinders (ASTM C 39) and Cubes (ASTM C 109)		\$22.00 / Specimen	
Masonry - ASTM C 1019: Compressive Strength Test (3" x 3" x 6" grout specimens)		\$24.00 / Specimen	
Masonry - ASTM C 1314: Compressive Strength Test of Masonry Prisms		\$180.00 / Prism	
Masonry - ASTM C 140: Unit Weight, Absorption, and Compression Test - Concrete Masonry Units (6 units required per test)		\$90.00 / Unit	
Soil - ASTM D 1557: Laboratory Compaction Modified Effort		\$200.00 / Test	
Soil - ASTM D 698: Laboratory Compaction Standard Effort		\$190.00 / Test	
Soil - ASTM D 422: Particle Size Analysis of Soils with Hydrometer		\$190.00 / Test	
Soil - ASTM D 422: Particle-Size Analysis without Hydrometer		\$100.00 / Test	
Miscellaneous			
ASTM E 736: Cohesion/Adhesion of Sprayed Fire-Resistive		\$15.00 / Test	

Materials - ASTM E 736: Cohesion/Adhesion of Sprayed Fire-Resistive Materials			
NDT Equipment and Consumables		\$100.00 / Day	
Density Meter (Day)		\$86.00 / Day	
Sample Pickup - When no other services are performed		\$70.00 / Trip	
Travel - Includes Labor and Mileage		\$45.00 / Trip	

NOTES TO THE FEE SCHEDULE

The Unit Fees or Lump Sum Fee are/is valid through December 2026. 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.

A standard day is defined as time on-site up to an 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 and sample pickup are 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 fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

AGREEMENT

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This AGREEMENT is by and between

Madrid-Waddington Central School District
2582 State Highway 345
Madrid, NY 13660

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:

2023 Capital Improvement Project Phase 2 Madrid-Waddington CSD
2582 STATE HIGHWAY 345
Madrid, 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. Invoices are due when rendered and 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:

Madrid Waddington Central School District

Signature

Marijean 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 and/or will coordinate authorization for ATL and/or 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 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. 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 shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

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.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

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.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

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.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or 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 services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

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. Non-Solicitation. During the term of this AGREEMENT and for a period of twelve (12) months thereafter, neither party will actively recruit, solicit, or otherwise attempt to hire the employees of the other party without prior written consent from the other party. Notwithstanding the foregoing, neither party shall be in default of this provision, as a result of: (a) employment advertising in periodicals of general circulation or other general solicitations that are not specifically targeted at the employees of the other party; or (b) hiring of any employees that responds to any such advertising or other general solicitations or as an unsolicited walk-in candidate.

17. 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.

18. 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