



ATLANTIC TESTING LABORATORIES

WBE certified company

Buffalo
5167 South Park Ave
Hamburg, NY 14075
716-649-8110 (T)
atlantictesting.com

August 18, 2023

Nussbaumer & Clarke, Inc.
3556 Lakeshore Road, Suite 500
Buffalo, New York 14219

Telephone: 402-415-4274
Email: cfreese@nussclarke.com

Attn: Chris Freese
Construction Services Manager

Re: Special Inspection and Construction Materials Engineering and Testing Services
Town of Pendleton – Community Center
Pendleton, New York
ATL No. BT998-2236-08-23

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 Special Inspection and 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

William J. Bell
Vice President

WJB/vah

Enclosures

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

Town of Pendleton – Community Center-Lockport, New York

Based on information provided to ATL by representatives of the CLIENT, it is our understanding that the project consists of special inspections and construction materials engineering and testing during construction of the Town of Pendleton Community Center. It is further understood that the project is scheduled for the time period of September 2023 through September 2024.

The following Scope of Services for providing Special Inspection and Construction Materials Engineering and Testing services is based on project drawings and specifications and correspondence with the CLIENT.

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 Building Code of New York State:

- ◆ 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 Building Code of New York State:

- ◆ 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 Building Code of New York State:

- ◆ 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

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:

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

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 and distribute reports. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, 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 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.

UNIT PRICE PROPOSAL FORM

Item	Description		
1	Concrete and Masonry Field Inspector Soil Weekday Rate	\$ 94.00	Per Hour
2	Concrete and Masonry Field Inspector Soil Overtime (Saturday, Sunday, Holiday) Rate	\$ 113.00	Per Hour
3	Geotechnical and Materials Engineer Weekday Rate /Engineering Assistant	\$ 105.00	Per Hour
4	Geotechnical and Materials Engineer Overtime (Saturday, Sunday, Holiday) Rate /Engineering Assistant	\$ 125.00	Per Hour
5	Geotechnical Engineer (P.E.) Weekday Rate	\$ 150.00	Per Hour
6	Geotechnical Engineer (P.E.) Overtime (Saturday, Sunday, Holiday) Rate	\$ 225.00	Per Hour
7	Special Inspector Oversight (P.E.) Weekday Rate	\$ 150.00	Per Hour
8	Special Inspector Oversight (P.E.) Overtime (Saturday, Sunday, Holiday) Rate	\$ 225.00	Per Hour
9	In Place (Nuclear) Density Test – ASTM D2922	\$ 7.00	Per Test
10	Moisture Content – ASTM D2216	\$ 10.00	Per Sample
11	Standard Proctor Test – ASTM D698 (including specific gravity test)	\$ 160.00	Per Test
12	Modified Proctor Test – ASTM D1557 (including specific gravity test)	\$ 160.00	Per Test
13	Sieve Analysis of Proposed Backfill Material	\$ 90.00	Per Analysis
14	Concrete Cylinder - ASTM C39	\$ 16.00	Per Test

NOTES TO THE FEE SCHEDULE

The Unit Fees are valid through December 31, 2024. On this date and annually thereafter, an escalation rate of 3.5% will be applied.
 As used in this schedule:
 Hourly Rates will be billed at a 2-hour minimum.
 A standard day is defined as time onsite up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

AGREEMENT
SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This AGREEMENT is by and between

Nussbaumer & Clarke, Inc.
3556 Lakeshore Road
Buffalo, New York 14219

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 Special Inspection and Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Town of Pendleton Community Center
6750 Campbell Boulevard
Lockport, New York 14094
- B. **SERVICES:** ATL will provide Special Inspection and 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:

Nussbaumer & Clarke, Inc.

Signature

Marijean B. Remington, CEO
Printed Name and Title

Signature

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 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. 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



ATLATES-02

VIKKILAVEAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 159 Wolf Road Suite 200 Albany, NY 12205	CONTACT NAME:	
	PHONE (A/C, No, Ext): (518) 244-4245	FAX (A/C, No): (518) 244-4262
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Western Insurance Company		10804
INSURER B: Acadia Insurance Company		31325
INSURER C: Hanover Insurance Company		22292
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Atlantic Testing Laboratories Limited
6431 US Highway 11,
Canton, NY 13617

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		CPA5459223-12	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5459224-12	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUA5459225-12	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N/A		WPA5459226-12	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater/Co		IHS7928091	1/1/2023	1/1/2024	Leased/Rented 250,000
A	Workers' Compensatio		WCA5475281-12	1/1/2023	1/1/2024	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability:
 CLCG0493 (10/18) General Liability Ultra Plus Endorsement-NY (Includes Waiver of Subrogation and Additional Insured)
 CLCG2060 (04/17) Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status
 CLCG0114 (09/16) Primary Non-Contributory-Other Insurance Condition (Additional Insured)
 Business Auto:
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
SAMPLE SAMPLE SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



ATLAN-5

OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Poole Professional B&B of MA, 107 Audubon Rd, #2, Ste 305, Wakefield, MA 01880, Matthew R. Mullard. CONTACT NAME: smiller@poole-ny.com. INSURER A: Berkley Insurance Company. NAIC #: 32603.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Prof. Liability/Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Atlantic Testing Laboratories, Limited, ATL Engineering, PC, 6431 U.S. Highway 11, Canton, NY 13617. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Matthew Mullard.



WBE certified company

OFFICE

Buffalo, NY

EXPERIENCE

45 Years

EDUCATION

BS, Management
Canisius College
Buffalo, NY

CERTIFICATIONS

- ACI Level I - Field Technician Grade I
- Troxler Certified - Nuclear Density Gauge
- 10-Hour OSHA Health and Safety Training
- HILTI Firestopping Certification

LAWRENCE G. BLAS

Group Leader

Lawrence is a Group Leader at Atlantic Testing Laboratories, Limited (ATL) and has extensive experience in geotechnical engineering, including field and laboratory testing.

RESPONSIBILITIES

- Concrete Field Testing (Slump, Air Content, Temperature, Cylinder Fabrication)
- Batch Plant Inspection (Concrete and Asphalt)
- Coring of Asphalt and Concrete Pavement
- Nuclear Density Testing (Soils and Asphalt)
- Rebar and Formwork Inspection
- Masonry Inspection
- Earthwork Supervision
- Landfill Monitoring
- Bearing Grade Inspection
- Fireproofing Inspection
- Roofing Inspection
- Caisson Inspection
- Floor Flatness
- Clerk of the Works

PROJECT EXPERIENCE

- MRC Project 6.1, Roswell Park Cancer Institute
Buffalo, NY
- Buffalo Medical Center Inn
Buffalo, NY
- Frank A. Sedita School
Buffalo, NY
- Light Rail Rapid Transit System, NFTA
Buffalo, NY
- Love Canal Project
Niagara Falls, NY
- Hyde Park Project
Niagara Falls, NY
- United Parcel Service Distribution Center
Buffalo, NY



WBE certified company

OFFICE

Buffalo, NY

EXPERIENCE

10 Years

EDUCATION

BS, Civil Engineering
Manhattan College
Riverdale, NY

LICENSE

Intern Engineer
NY #14-333-58

TRAINING

- OSHA 10-Hour General Construction Safety
- Radiation Safety Training

MICHAEL J. RAHAM, EIT

Project Engineer

Michael is a Project Engineer at Atlantic Testing Laboratories, Limited and is experienced in subsurface investigation, geotechnical, special inspection and construction materials testing.

RESPONSIBILITIES

- Experienced in field data collection, report writing, and technical review of data and reporting associated with construction materials testing and environmental services.
- Perform internal training and supervision of site personnel.
- Field testing of construction materials including soil, concrete, grout, and masonry, and associated report preparation.
- Field examination of reinforcing steel installation for compliance with the project specifications and associated report preparation.

PROJECT EXPERIENCE

- Ball Hill Wind Farm, Northland Power
South Dayton, NY
- Nobles Farm, Martin Construction
South Dayton, NY
- Ellicottville Water Tanks, Northrup Construction
Ellicottville, NY
- One World Trade Center Parking Garage
New York, NY
- L Sub 6 Upgrade, Verizon Wireless
Upstate, NY
- 5G Upgrade, AT&T
New York City Market



WBE certified company

OFFICE

Buffalo, NY

EXPERIENCE

27 Years

EDUCATION

BS, Mechanical Engineering
SUNY University at Buffalo
Buffalo, NY

CERTIFICATIONS

- ACI Level I - Field Technician Grade I
- ACI Level II - Concrete Construction Special Inspector
- APNGA Certified-Nuclear Density Gauge
- NYSDOT Batch Plant Inspector
- NYCMA – QC/QA Technician Certification
- Northeast Transportation Training and Certification (NETTCP)-Soils and Aggregate
- 10-Hour OSHA Health and Safety Training
- SWPPP Certification

GEORGE E. BOLLER

Engineering Assistant

George is an Engineering Assistant at Atlantic Testing Laboratories, Limited (ATL) and has extensive experience in geotechnical engineering, including field and laboratory testing.

RESPONSIBILITIES

- Concrete Field Testing (Slump, Air Content, Temperature, Cylinder Fabrication)
- Concrete Batch Plant Inspection
- Rebar Inspection
- Masonry Inspection
- Earthwork Inspection
- Caisson Inspection
- Proofrolling and Bearing Grade Inspection
- Nuclear Density Testing of Soils
- Laboratory Testing of Soils and Concrete

PROJECT EXPERIENCE

- Lewiston Queenston Bridge Plaza
Niagara Falls, NY
- Heritage Point
Buffalo, NY
- Cambria Hotel
Niagara Falls, NY
- Fletcher Elementary School
Tonawanda, NY
- Dysinger Substation
Lockport, NY
- Greenfield Health Care
Lancaster, NY
- Niagara Label
Akron, NY
- 500 Pearl Street
Buffalo, NY
- Campus Walk Student Housing
Buffalo, NY
- New York State Thruway Authority
Silver Creek, NY
- ECMC Campus Expansion
Buffalo, NY
- Buffalo Public Schools
Buffalo, NY
- Various NYSDOT Paving Projects
Western NY

REPRESENTATIVE PROJECTS



Project:	Amazon Warehouse & Distribution Center		
Location:	Clay, NY		
Client:	TC Syracuse Development Associates	Contact:	Andrew Ernesto, 484-530-4700 aernesto@trammellcrow.com
Summary:	This project was a 3.8 million square foot warehouse and distribution center located in the Town of Clay. It sits on a 111-acre site that formerly was occupied by the Liverpool Public Golf and Country Club. The structural building components including exterior site work were completed in 30 months.		
Project:	Amazon Warehouse & Distribution Center		
Location:	Gates, NY		
Client:	TC Rochester Associates	Contact:	Andrew Ernesto, 484-530-4700 aernesto@trammellcrow.com
Summary:	This project was a 2.6 million square foot warehouse and distribution center located on at Rochester Tech Park on Manitou Road in Gates, NY. The structural building components including exterior site work were completed in 24 months.		
Services:	ATL performed Special Inspection and Construction Materials Testing for both projects. Geotechnical Services were performed to monitor the cut/fill operation, monitor the installation of the stone columns and bearing grade inspection at footing excavations. Concrete Special Inspection and Testing Services were performed on the foundation system, slabs, and site work. All slabs required Floor Flatness testing to make sure the slabs are in tolerance to facilitate all of the automated equipment being used at this facility. Steel Special Inspection services were performed during the erection of the steel structure, stairs, elevator shafts and at the connection points between the structure and precast concrete wall panels. Steel NDT Services (Ultra-sonic Testing) were performed at full penetration connections located at the expansion joints. Hot mix asphalt testing was performed to evaluate the quality of the parking lot construction.		

Project:	Rochester Station		
Location:	Rochester, NY		
Client:	Popli Design Group	Contact:	Jay Popli, 585-388-2060 jpopli@popligroup.com
Summary:	This \$29.8 million project consisted of the construction of a new larger rail station, which improved station functionality and accessibility, reduced travel delays and enhanced amenities for rail travelers. The new station included two additional passenger tracks and a new two-sided high-level passenger platform. Additionally, the site parking, bicycle and pedestrian access was improved along with enhancements to the landscaping, providing improved green space. ATL provided Construction Materials Engineering and Testing Services.		