



**Long Lake**  
CENTRAL SCHOOL DISTRICT

**BOARD OF EDUCATION MEETING**

**Tuesday, January 26, 2021**

**8:45 a.m. Special Meeting, Google Meet Only**

**Public Attendance via Google Meet Link Only:**

**Join by phone:** Call in from a mobile device

**+1 402-789-6647 PIN: 151 136 490#**

**Join from a video system or application:** [meet.google.com/wdy-vyei-jqf](https://meet.google.com/wdy-vyei-jqf)

- I. Call to Order – President of the Board
  - a. Pledge of Allegiance
- II. Recommendations for Approval
  - a. \*Terracon Consultants – NY Inc./Dente for Inspection and Construction Materials Testing Services
  - b. \*Ambient Environmental, Inc. for Air Sampling & Project Monitoring Services
- III. Adjourn



January 13, 2021

Mr. Brian Penrose  
 President of the Board of Education  
 Long Lake Central School District  
 20 School Lane  
 Long Lake, NY 12847

RE: Proposal for Special Inspections and Construction Materials Testing Services  
 Long Lake CSD Additions and Reconstruction Work, APN: 1750.1  
 20 School Lane  
 Long Lake, NY 12847  
 Terracon Proposal No. PJB211002

Dear Mr. Penrose:

Terracon Consultants - NY, Inc. (Terracon) is pleased to present this proposal for special inspection and construction materials testing services for the referenced project. This proposal describes our understanding of the project, discusses the scope of services to be provided and presents applicable fees for your consideration.

## 1.0 PROJECT INFORMATION

The project is located at 20 School Lane in Long Lake, NY and will consist of an addition, reconstruction and upgrades to the Long Lake Central School. Our understanding of the project was developed through a discussion with Thomas Schiller of Mosaic Associates Architects and review of documents provided to us by Mr. Schiller in his January 4 and January 12, 2021 emails which included:

- Article 1 through 6 of the of the RFP for Special Inspections
- School House Construction Services Milestone Schedule Dated 10/25/2020
- "Reconstruction Work Long Lake CSD" G-601 Dated 11/20/2019
- "Additions and Alterations Long Lake CSD" Drawings LL103, LL104, LL105, each dated 11/20/2019



- Observe fill placement for conformance with project requirements, perform moisture/density testing and document moisture/density test results during foundation, slab and site related backfill operations.

#### Cast-in-Place Concrete Observation, Sampling and Testing

We anticipate the scope of concrete related observation and testing to include the items listed below:

- Obtain one composite sample for each day's pour of each concrete mixture, plus one set for each additional 50 cubic yards or fraction thereof and cast sets of six (6) - 4x8-inch compressive strength specimens, unless otherwise specified. Additional cylinders will be made upon request at an additional cost.
- Observe placement of reinforcing steel installation for size, spacing, and bar clearances (and in the case of slabs-on-grade, welded wire and/or reinforcing steel).
- Observe dimensions of concrete formwork for general conformance with drawings.
- Review concrete batch delivery tickets to verify that the specified mix is placed.
- Perform tests on fresh concrete for mix temperature, slump and air content (unit weight, when applicable) when cylinders are made.
- After initial curing, we will transport the cylinders to the laboratory for final moist curing and compressive strength testing, at the following ages for compressive strength testing: 1 at 7 days, 3 at 28 days and 2 hold cylinders.

Please note that Terracon does not verify formwork for specific location nor verify finish grade elevations.

#### Light Gauge Metal Framing

Observations will be performed on a periodic basis unless noted otherwise. We anticipate the scope of related observation to include the items listed below:

- Observation of framing members, fasteners, tie downs, bracing and verification of approved materials in use.

#### Asphalt Pavement Observation and Testing

We anticipate the scope of asphalt pavement related observation and testing to include the items listed below:

- Measure in place compacted thickness of asphalt courses in general accordance with ASTM D3549.

**Proposal for Special Inspections and Construction Materials Testing Services**  
Long Lake CSD Additions and Reconstruction Work ■ Long Lake, New York  
January 13, 2021 ■ Terracon Proposal No. PJB21102



We will designate a Project Manager to oversee our scope of work for the project and review laboratory and field tests and reports. A Senior Engineer/Manager will be available to provide oversight and technical review, if required.

We plan to utilize our proprietary software, CMELMS™ (Construction Materials Engineering Laboratory Management System) and laptop PCs equipped with wireless communication technology to get the testing and inspection information to all parties as quickly as possible. As a result, we can provide timely reporting of test results and field observations.

After review by the Terracon Project Engineer/Manager, electronic copies of final field reports will be distributed to the personnel designated by the client. Reports will be in PDF format and can be received either by Email or allowing access to Terracon's Client Document Website. Terracon's Client Document Website acts as a cloud where all reports can be stored and filed as the user sees fit. Upon being added to the distribution list, the client will receive an email providing a link with a temporary password to the Client Document Website.

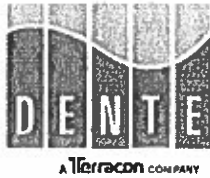
We request a copy of the current/revised drawings, details, and specifications, and any other clarifying or modifying communication that affect our scope of services. We would also like the opportunity to attend pre-construction and periodic project meetings during which issues related to our scope of services may be discussed.

Employee safety is a core value of Terracon, and we are committed to achieving a zero-incident workplace. Terracon will dedicate the time, resources and equipment necessary to achieve a zero-incident environment, and no employee will be required to work in unsafe conditions. Terracon employs a full-time Safety and Health Department whose sole responsibility is to administer and refine the Terracon safety program. Safety is a priority in the management of our business, and all employees are expected to perform their job assignments with maintaining an incident and injury free environment as our primary objective.

## **4.0 COMPENSATION**

Based on our experience with similar projects, we estimate the cost of services for this project to be on the order of \$12,000. The fees for services will be tracked by our office and communicated to applicable project personnel during the project. We will not exceed this budget without prior authorization from the Client. This budget is based on our understanding of the scope of work included in the RFP provided.

The actual cost of our services will be billed on a time and materials basis and will be highly dependent on the actual construction schedule, over which we have no control. Services not



## Joseph L. Robichaud, Jr., P.E.

Office Manager

### PROFESSIONAL EXPERIENCE

Joe is the Office Manager in Terracon's Albany, NY office, managing a staff of over 25 individuals across three service lines (Geotechnical, Materials and Subsurface Exploration). He has been providing Geotechnical consulting, field engineering and materials testing services across New York State for over 20 years. These projects generally entail the development and management of subsurface investigation and laboratory testing programs, preparation of geotechnical evaluations and recommendations, review of project plans and specifications, construction period inspection and observation services, and project management. Joe has significant experience with deep foundation installations, mechanically stabilized earth slope and retaining wall designs, the requirements and inspection of NYSDEC storm water pollution prevention plans and requirements for Special Inspections as outlined in the New York State Building Code / IBC.

Geotechnical evaluations have been completed by Joe for construction of residential, commercial and educational developments, embankment and slope design and repair, and excavation support systems. In completing these projects, recommendations were developed for:

- General site development and earthwork
- Shallow and deep foundation systems
- Retaining wall design and construction
- Rigid and flexible pavement design
- Temporary and permanent groundwater control
- Slope evaluation and stabilization
- Seismic design and liquefaction analyses
- Embankment construction on soft soils
- Subgrade Stabilization

### PROJECT EXPERIENCE

Regeneron Pharmaceuticals Tempel Lane Campus – East Greenbush, NY  
AYCO Office Building – Latham, NY  
Park South Development – Albany, NY  
Mohawk Harbor Development – Schenectady, NY  
Amazon Distribution Facility – Schodack, NY



### EDUCATION

Bachelor of Science  
Civil Engineering  
Rensselaer Polytechnic Institute

### REGISTRATIONS

Registered Professional Engineer  
New York

### AFFILIATIONS

American Society of Civil Engineers  
NYSSPE  
Chi Epsilon

### CERTIFICATIONS

Troxler Radiological Safety and Gauge Operation  
NYSDEC Qualified Professional  
Certified Allan Block Installer  
Allan Block Experienced Wall Builder



## **Michael McHenry**

### **Materials Department Manager**

#### **PROFESSIONAL EXPERIENCE**

Michael is a project manager, and manages the Albany Office Materials and Special Inspections technicians. Michael has been involved in laboratory construction materials testing and performed special inspections on large scale commercial projects for over 20 years in the Albany Office. Now managing and training our office technician staff, while overseeing the technician scheduling and reviewing reports. In addition to acting as a Terracon Level IV material technician on special projects that require the experience of a Senior Technician to overcome the challenges of complicated inspections. Michael has performed deep foundation installation inspections on drilled shaft, pile driving observation, overseen large cut and fill earthwork projects, performed reinforcing steel inspections and

concrete testing for placements over a 1000 cubic yards at industrial construction sites. Michael has observed the installation of retaining walls, performed special inspections on structural masonry construction, conducted pull testing for epoxy set embed items and performed SWPPP inspections on sites approved for over 5 acres of soil disturbance. Michael works as a liaison between the contractors, construction managers and engineers to overcome items as they arise in the field.

#### **PROJECT EXPERIENCE**

##### **Sysco Distribution Warehouse – Clifton Park, New York**

Performed materials testing and site observation during large scale cut to fill operations for the site and building pad. During the foundation installation bearing grade inspections, reinforcing steel inspections and testing freshly mixed concrete was executed, along with the structural masonry inspections and site development inspections.

##### **LaFarge Cement Plant – Ravenna, New York**

Special Inspector for the contractor of a cement plant modernization project over a 4 year span. Site work preparation for the project was overseen and involved the removal and backfilling of a 28' deep tunnel and stabilization of existing grades that were previously un-traversable for laydown and building areas. Foundation installation inspections consisted of the observation of numerous drilled shafts over a 1.5 year span. The concrete testing and reinforcing steel inspections were performed for large structure bases and silos.

#### **EDUCATION**

Associate of Applied Science  
Hudson Valley Community College

#### **CERTIFICATIONS**

Reinforced Concrete Special Inspector, ICC  
Structural Masonry Special Inspector, ICC  
Concrete Field-Testing Technician  
Grade I, ACI Concrete  
ACI Concrete Strength Testing Technician  
Troxler Certification, U.S. Nuclear Regulatory Commission

#### **PROFESSIONAL TRAINING**

4 Hour Erosion and Sediment Control Training NYSDEC

**TERRACON CONSULTANTS-NY, INC.**  
**dba DENTE GROUP**  
**30 CORPORATE CIRCLE, SUITE 201**  
**ALBANY, NEW YORK 12203**  
**Phone: 518-266-0310 Fax: 518-805-6001**  
[www.terracon.com](http://www.terracon.com)



**Firm Federal ID No. 51-0449475**

### **DENTE GROUP - FIRM PROFILE**

Dente Group was formed in July 2017 with the merger of Dente Engineering, P.C. and Terracon Consultants-NY, Inc. The same services provided by Dente Engineering continue under the new Dente Group company name. The original Dente Engineering was incorporated in 1993 to provide geotechnical, geohydrologic, construction materials and environmental consulting services. Terracon was formed more than 50 years ago and has grown into a national leader in consulting engineering, with more than 5,000 employees in more than 150 offices nationwide.

Dente has participated in more than 3,500 projects across nine states. The geotechnical services have ranged from forensic studies of individual residential subsidence to geotechnical design evaluations for small and large industrial facilities, office buildings, bridges, schools, athletic fields, recreational parks, and embankment dams. Construction period NYS Special Inspections, materials testing and NYSDEC SWPPP Inspection services have been performed on a variety of projects including new commercial construction of office buildings, warehouse and distribution centers, hotels and parking garages, school additions and new educational centers, hospital additions and facilities, and both private and publicly owned student housing developments. Comprehensive environmental consulting services have included Phase I and II environmental site assessments, underground storage tank closures, and groundwater contamination investigations.

Serving as a sub-consultant to various engineering and architectural firms, Dente Group has provided geotechnical investigation, construction materials testing and New York State Special Inspections, and consulting services for numerous New York State public and private projects, including;

### **RELEVANT PROJECTS**

#### **Albany High School – Phase 1, 2 and 3 Additions and Site Improvements**

##### **Albany, New York**

Completion Date Professional Services: On going

Firm's Involvement: Project Geotechnical Engineer, Special Inspection Services, SWPPP Inspections

Client: Albany CSD

Terracon Consultants - NY, Inc. 30 Corporate Circle, Suite 201 Albany, New York 12203  
P (518) 266 0301 F (518) 805 6001 [terracon.com](http://terracon.com)

Environmental



Facilities



Geotechnical



Materials

**South Colonie CSD – High School, Forest Park and Roessleville Elementary  
Colonie, New York**

Completion Date of Professional Services: 2017

Firm's Involvement: Project Geotechnical Engineer, Testing Agency and Site Materials  
Inspection and Testing, SWPPP Inspections

Client: Ryan Biggs Associates

**Burnt Hills / Ballston Lake CSD – High School, Charlton Heights and Pashley Elementary  
Burnt Hills, New York**

Completion Date of Professional Services: 2017

Firm's Involvement: Project Geotechnical Engineer, Special Inspection and Site Materials  
Inspection and Testing, SWPPP Inspections

Client: U.W. Marx

**Mohonasen CSD – High School Additions, ATREC and Transportation Facilities  
Rotterdam, New**

Completion Date Professional Services: 2016

Firm's Involvement: Special Inspection Services, Site Materials Inspection and Testing

Client: U.W. Marx

**REFERENCES**

Jack Healy, P.E.  
Vice President  
Ryan Biggs | Clark Davis  
257 Ushers Road  
Clifton Park, NY 12065  
(518) 406-5506

Richard Peckham, AIA  
CS Arch  
40 Beaver Street  
Albany, NY 12207  
(518) 463-8068

David Martin  
BBL Construction Services, Inc.  
302 Washington Avenue Extension  
Albany, NY 12203  
(518) 452-8200

Bill McMordie  
Saratoga Project Management  
2 Gilbert Road  
Saratoga Springs, NY 12866  
(518) 857-3201



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Long Lake Central School District ("Client") and Dente Group ("Consultant") for Services to be provided by Consultant for Client on the Long Lake CSD project ("Project"), as described in Consultant's Proposal dated 01/13/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Should you have any questions or comments, please contact:

Thomas Schiller  
Architectural Designer  
Mosaic Associates Architects  
The Frear Building  
2 Third Street, Suite 440  
Troy, NY 12180  
tschiller@mosaicaa.com

#### ARTICLE 6 SUBMISSION OF PROPOSAL

##### INSPECTOR

##### PROPOSAL DATE

  
(Signature)

January 13, 2021  
(Month, day and year)

Joseph Robichaud, Jr. / Office Manager  
(Printed name and title)

#### ARTICLE 7 ACCEPTANCE OF PROPOSAL

By signing this document, the Inspector represents that all appropriate attachments and additions have been made and that any proposed deviations from the requirements of the Owner's request have been clearly identified.

##### OWNER

##### ACCEPTANCE DATE

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Month, day and year)

\_\_\_\_\_  
(Printed name and title)

#### ARTICLE 8 ATTACHEMENT - STRUCTURAL CONSTRUCTION DOCUMENTS





**Ambient Environmental, Inc.**

Building Science and EHS Solutions

NYS Certified WBE,  
SBA EDWOSB & DBE

# **Long Lake Central School District Air Sampling & Project Monitoring Services Asbestos, Lead-Based Paint and PCBs**

*Addition & Reconstruction Work*

*APN 1750.1*

*Central School Building*

*20 School Lane*

*Long Lake, NY 12847*

## **Request for Bids**

*Date: January 21, 2021*

Prepared by:

**Ambient Environmental, Inc.**

828 Washington Avenue

Albany, NY 12203

Prepared For:

**Long Lake Central School District**

**20 School Lane**

**Long Lake, NY 12847**

Ambient Proposal No. 2021-01-0004



Ambient Environmental, Inc.  
Building Science and EHS Solutions  
NYS Certified WBE,  
SBA EDWOSB & DBE

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- H. Insurance
- I. Client Services Agreement



**Ambient Environmental, Inc.**

Building Science and EHS Solutions

NYS Certified WBE,  
SBA EDWOSB & DBE

### **Licenses and Certifications**

Ambient's team of professionals consists of NYS licensed and AHERA certified Project Designers, Inspectors, Management Planners, Project and Air Monitors; US EPA Lead Risk Assessors and Inspectors; Certified Industrial Hygienists; Certified Safety Professionals; Industrial Hygiene Technicians; Environmental Scientists and Geologists. Ambient adheres to all the most stringent state and federal regulations during our investigations. That includes utilizing the most current state-of-the-art and cost-effective approaches to conducting surveys, assessments, and inspections.

### **Cost Control**

Ambient's Team has successfully completed a vast variety of environmental projects throughout New York State. These projects range from small scale projects to very complex and large multi-facility decommissioning projects. Ambient staff members are highly skilled project managers who in addition to being technical experts, are trained and skilled in budget and cost control management. The result, cost-effective, innovative, and well-planned projects.

### **Reporting and Documentation**

Ambient understands the importance of proper record keeping and data management. We have developed internal systems for the collection, reporting, and storage of project related information. Our report formats have been perfected to meet all applicable regulations and present data in an understandable format that is useful to all parties involved. We are committed to presenting a professional product for the Long Lake Central School District.

Ambient will complete the following tasks. All activities will be provided by certified professionals with demonstrated experience within the required disciplines.

**Task 1: Asbestos Project Monitoring.** Ambient shall provide asbestos project monitoring of asbestos abatement activities. A NYS Certified Project Monitor will conduct the monitoring. The Project Monitor will help maintain conformance to all applicable rules and regulations. Ambient will not act as the OSHA competent person on Site as this is the role of the Asbestos Abatement Contract Supervisor.

**Task 2a: Asbestos Air Monitoring.** Ambient shall provide asbestos air monitoring in accordance with applicable regulations. A NYS Certified Air Sampling Technician will conduct air monitoring. Air samples will be analyzed by a laboratory in accordance with AIHA, NVLAP, and New York State Department of Health Environmental Laboratory Approval Program (ELAP) requirements.

**Task 2b: Report Preparation.** Ambient shall prepare a report including a narrative description of the work, air sampling results, and supporting documents. The report shall contain all necessary documentation for approved occupancy of the site by non-asbestos certified personnel.



**Ambient Environmental, Inc.**

Building Science and EHS Solutions

NYS Certified WBE,  
SBA EDWOSB & DBE

## **FIRM'S CAPACITY**

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Ambient will perform this contract from its Albany, NY office. This project will be a priority for the assigned team.

### **Ability**

Ambient employs twenty-two (22) of the top professional and licensed/certified personnel in the area and three (3) administrative personnel. Each and every Ambient team member was selected or came to the firm for the same reasons. All possess a strong commitment to excellence, timeliness, responsiveness, and customer care in addition to being very experienced and qualified. The average years of experience for an Ambient consultant is fifteen plus years. Field personnel have an average of at least five years of experience and many are cross trained in all certification disciplines. Primary administrative staff members each have a minimum of twenty-five years of experience.

### **Equipment**

Ambient Environmental Inc. has current up to date equipment to perform all tasks associated with the hazardous materials sampling, testing and monitoring services. This equipment is state-of-the art in order to provide the best services available.



# Ambient Environmental, Inc.

Building Science and EHS Solutions

NYS Certified WBE,  
SBA EDWOSB & DBE

Client	Project Name	Location	Size and Cost	Duration	Contact
Glens Falls City School District	Hazardous Materials Inspection, Variance, Project/Air Monitoring	Glens Falls, NY	District-Wide; \$500,000.00	2006 – present	Mr. Ken Chester, 518-761-6104
S. Colonie Central School District	Hazardous Materials Inspection, Variance, Project/Air Monitoring	Albany, NY	District-Wide; \$143,500.00	2016 - Current	Mr. Gordon Webster, 518-869-3576 ext. 0445
Schenectady City School District	Hazardous Materials Inspection, Variance, Project/Air Monitoring	Schenectady, NY	District-Wide; \$340,735.90	2015 to current	Mr. Michael Barry, 518-924-4994
NYS Office of General Services  Term Contract	Hazardous Materials Testing, Design (Variances); Asbestos Project/Air Monitoring; Contamination Assessments, Professional Consulting (Emergency Project)	Groveland Correctional Facility; OGS Project No. SC037, 45763, ED687, ED689 & Q1746	\$619,964.65	2017-present	Martin Sweeney; 585-658-2900 (Retired) & Rocky Silvestro 518-465-0212
NYS Office of General Services  Term Contract	Hazardous Materials Testing, Design (Variances); Asbestos Project/Air Monitoring; Contamination Assessments, Professional Consulting (Emergency Project)	Adirondack Correctional Facility; OGS Project No. SC037, 45762, ED624 & ED628;	\$160,996.83	2017-2018	Brian Esperti; 518-473-8464
NYS Office of General Services  Term Contract	Hazardous Materials Testing, Design (Variances); Asbestos/Lead Project/Air Monitoring; Contamination Assessments; Water Sampling, Professional Consulting	Building 4; at Harriman Office Complex OGS Project No. 45124;	\$556,256.00	2016-present	Chris Steinke; 518-337-7149

The projects listed above are very similar in scope to the work being conducted at the Long Lake Central School District. Ambient performed the summary listed below for each of these schools.

Ambient performs environmental consulting services for these projects. These include capital projects that occurred in the above listed timeframes. The projects involve minor to major renovations for multiple buildings. Ambient performed extensive investigative work including asbestos, lead-based





**Ambient Environmental, Inc.**

Building Science and EHS Solutions

NYS Certified WBE,  
SBA EDWOSB & DBE

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## **PROJECT TEAM**

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The Ambient team consists of the top professionals in New York State. Our staff has decades of experience dealing with the NYS DEC, NYS DOL, NYS DOH, NYDEP, and other agencies with regulations applicable to this contract.

The need for regulatory site-specific variance approvals, site closures, indoor air quality interpretations, and environmental risk management decisions are all handled by our vastly experienced professionals. More than just technical experts, our staff is comprised of client advocates who are attune to the sensitive issues that often accompany these situations.

### **Project Team**

- **Joella Viscusi – President / Project Principal**
- **Charles (C.D.) Wolford – Operations Lead**
- **Ben Hale – Project/Air Monitoring Lead / Inspector**
- **Scott Glover – Asbestos Project/Air Monitor / Inspector**
- **Anthony Viscusi – Asbestos Project/Air Monitor / Inspector**
- **Nathan Mastenbrook – Asbestos Project/Air Monitor / Inspector**

### **Joella Viscusi – President/Project Principal**

- **Certified NYS and EPA Asbestos Inspector (01-19282)**
- **Certified NYS and EPA Asbestos Management Planner (01-19282)**
- **Certified NYS and EPA Asbestos Project Designer (01-19282)**
- **40 Hour Hazardous Waste Operations & Emergency Response**
- **30 Years' Experience in Environmental Consulting Industry**
- **Member of Albany Chamber of Commerce**
- **Member of Women President's Organization**
- **Member of the Women's Business Council**
- **Member of the Capital Region Workforce Development Board**

Ms. Viscusi has thirty-two years' experience in the environmental industry and founded Ambient in June of 2006. Ms. Viscusi has extensive field experience in conducting a variety of asbestos, lead and hazardous materials projects throughout the Northeast for private, commercial, and governmental clients. Conducted AHERA and NYS DOL asbestos inspections and management plans, environmental monitoring strategies, cost estimating, variance applications for alternate abatement work procedures and preparation of final reports in compliance with record keeping requirements per local, federal and state regulations. Ms. Viscusi is recognized as an industry leader in hazardous materials project design and site-specific variance preparation. She has provided variances for some of the most complex projects for NYS OGS including Buildings 1, 2, 3 4, 5, and 8 in the Harriman Campus, Corning Tower 41<sup>st</sup> Floor, Adirondack Correctional Facility and Groveland Correctional Facility. As founder and President of Ambient, Ms. Viscusi is personally involved in the day to day operations of the company as well as each client and their projects.



**Ambient Environmental, Inc.**

Building Science and EHS Solutions

NYS Certified WBE,  
SBA EDWOSB & DBE

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## CONCLUSION

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Ambient Environmental Inc. appreciates the opportunity to present our qualifications, experience, and history to the Long Lake Central School District. In summary, we offer the following as an environmental consulting firm:

- A New York State based company employing local professionals.
- A NYS Certified WBE.
- A Company President who personally performs the services offered to the Long Lake Central School District and who has performed many successful projects.
- Local Project Manager for convenient off hours response.
- A team of very experienced professionals that are considered the best available in New York State.
- Consultants who have been recognized as foremost authorities in their field with regard to environmental issues and regulatory compliance.
- The staff, equipment, and resources to handle multiple assignments.
- An internal NYS ELAP approved laboratory available, 24 hours a day, 7 days a week.
- A commitment to providing cost effective, innovative solutions to the issues the Long Lake Central School District faces.

Thank you for considering Ambient Environmental, Inc. We look forward to working with you.

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**BID FORM**  
**Hazmat Abatement Project Monitoring and Area Air Sampling**  
**for the**  
**Long Lake Central School District**

Bidder will provide Project Monitoring and Air Sampling Services for the following amounts to remain in effect for the entire duration of the project.

SERVICE	EST QTY	UNIT FEE	UNIT FEE DESCRIPTION	ESTIMATED COST
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**TECHNICAL PERSONNEL**

Project/Air Monitor/Air Sampling Technical/Lead Inspection & Clearance Testing (assume 15 days @ 8.5 hours per day on site)	15	525.00	Days	7875.00
PCM Analysis 24 Hour Turnaround (assume 14 samples per day)	210	7.50	Each	1575.00
Project Management	10	90.00	Hours	900.00
Closeout Report Preparation	1	500.00	Each	500.00
Additional sampling and testing of unforeseen suspected materials (Hourly Rate)	25	60.00	Each	1500.00
PCB Project Monitoring (assume 15 days at 8.5 hrs/day)	15	525.00	Days	7875.00

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**ADDITIONAL LABORATORY ANALYSES**

PLM Friable Analysis, Standard Turn-Around Time (TAT)	5	10.00	Each	50.00
PLM/NOB Analysis, Standard Turn-Around Time (TAT)	5	19.00	Each	95.00
TEM Analysis, Standard Turn-Around Time (TAT)	5	32.00	Each	160.00
PLM/NOB sample Prep only	5	12.00	Each	60.00
TEM Analysis, (Air Samples) 24 Hour Turn-Around Time (TAT)	5	85.00	Each	425.00
Total Estimated Cost				\$21,015.00

**NOTES:**

- All expenses (mileage, personal protective equipment, etc.) shall be included in the Unit Prices. In addition, include all labor costs for travel to/from site to laboratory.
- Unit Prices shall include associated office time.

We reserve the right to reject any and all bids at any time prior to a final execution of a written agreement between CLIENT and the bidder.

- \* Hotel will be billed in addition to above rates as a straight pass through
- \* Assumes Traveling from Albany to Long Lake once per week additional trips back & forth will be charged at \$350.00/trip.
- \* Project Management does not include meetings on site. Those will be charged separately at unit rates listed including trip charge



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## CLIENT SERVICES AGREEMENT

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otherwise provided in the Service Order. Client shall be solely responsible for and shall indemnify and hold harmless Ambient for any costs, expenses or damages incurred by Ambient due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold Ambient liable if Ambient's recommendations are not followed and waives any claim against Ambient, and agrees to defend, indemnify and hold Ambient harmless from any claim or liability for injury or loss that results from failure to properly implement Ambient's recommendations.

**7. STANDARD OF CARE** Ambient's Services as defined by the Service Order shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give Ambient written notice within one (1) year of any breach or default under this section and to provide Ambient a reasonable opportunity to cure such breach or default, without the payment of additional fees to Ambient, as a condition precedent to any claim for damages.

**8. LIMITATIONS OF METHOD RELIABILITY** The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of a Service Order as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. Ambient's observations only represent conditions observed at the time of the Site visit. Ambient is not responsible for changes that may occur to the Site after Ambient completes the Services.

**9. INTERPRETATION OF DATA** Ambient shall not be responsible for the interpretation of Ambient data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by Ambient and that the data interpretations and recommendations of Ambient's personnel are based solely on the information available to them.

**10. THIRD PARTY INFORMATION** Ambient is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. Ambient shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

**11. SITE ACCESS** Client grants or shall obtain for Ambient a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Service Order, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend Ambient against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Service Order, Ambient is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to Ambient during Ambient's performance of the Services. Ambient is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter Ambient from gaining access to building materials, systems, and/or components.

**12. SITE CONTROL** Ambient's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by Ambient's employees does not mean that Ambient is observing or verifying all Site work or placement of all materials. Client agrees that Ambient will only make on-Site observations appropriate to the Services provided by Ambient and will not relieve others of their responsibilities to perform the work.

**13. TEST AND SAMPLING LOCATIONS** Unless otherwise specified in the Service Order, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. The Client should retain the services of a professional surveyor, if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. Ambient reserves the right to deviate a reasonable distance from the boring and sampling locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied.

**14. SAMPLES AND EQUIPMENT** Unless otherwise specified in the Service Order or required by law, Ambient will not retain any samples obtained from the Site. At no time does Ambient assume title to the samples; all samples shall remain the property of the Client. Ambient will, however, sign manifests as agent for Client.

All laboratory and field equipment contaminated during Ambient's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Service Order.

**15. OPINIONS OF COSTS** Ambient may provide estimates of costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by Ambient.

**16. SAFETY** Ambient shall not, unless otherwise specified in the Service Order, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site.

**17. UTILITIES** Unless otherwise specified in the Service Order, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns and/or operates. Client shall indemnify, defend and hold harmless Ambient from and against any claims, losses or damages incurred or asserted against Ambient related to Client's failure to mark, protect or advise Ambient of underground structures or utilities.

**Ambient Environmental Client Services Agreement**

2020

uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

**32. GENERAL PROVISIONS** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Service Order, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third-party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

Ambient is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

**Ambient Environmental, Inc.**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CLIENT: LONG LAKE CENTRAL SCHOOL DISTRICT**  
(Person authorized to execute contracts)

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP: ADDITIONALS AND RECONSTRUCTION WORK**  
**APN 1750.1**  
**AMBIENT PROPOSAL NO. 2021-01-0004**

