

#7B

AGREEMENT

FOR

SERVICES OF WATER / SEWER SUPERINTENDENT

AND

PROFESSIONAL MANAGEMENT AND OPERATION OF THE TOWN OF NEWBURGH
WATER SUPPLY FACILITIES

THIS AGREEMENT made as of this of this day of 2024 by and between the TOWN of NEWBURGH, a municipal corporation of the State of New York, with its offices at 1496 Route 300, Newburgh, New York 12550 on behalf of the Consolidated Water District Water Department of the TOWN of Newburgh, hereinafter designated "TOWN" and CAMO POLLUTION CONTROL, INCORPORATED, hereinafter designated "CAMO" a corporation having its principal office at 1610 Route 376, Wappingers Falls, New York 12590.

WITNESSETH

WHEREAS, the TOWN requires professional management and operation services for the administration, operation and maintenance of the Town of Newburgh Consolidated Water District Water Supply Facilities presently existing in the Town of Newburgh, including the following: Chadwick Lake Filter Plant, Chadwick Lake Dam, Delaware Aqueduct Tap Facility and the Delaware Aqueduct Tap
Water Treatment Plant and

WHEREAS, CAMO possesses the pre-requisite experience and qualified personnel to supply the professional management, operation and maintenance of the Town's Water Supply Facilities,

NOW THEREFORE, in consideration of the mutual agreements herein contained and subject to the terms and conditions stated herein, the parties agree as follows:

A. SCOPE OF SERVICES: CAMO agrees to furnish all professional services to the TOWN of NEWBURGH as set forth and described below. The services shall be timely performed with skill, diligence and care consistent with the prevailing standard of care for licensed operators of public water systems in New York State, sufficient to meet all regulatory requirements applicable to the Town.

1. The Water / Sewer Superintendent shall:

- Report directly to the person (s) designated by the Town Supervisor
- Have overall responsibility of the Town of Newburgh Water Distribution and Sewer Collection Systems, assures proper operation and maintenance of all facilities and system components
- Supervise the clerical, labor and professional personnel for both departments
- Act as the Operator in Responsible Charge of the Water Distribution System
- Oversee the budget for the Water and Sewer Departments, keep records of departmental activities, prepare and distribute payroll and prepare reports using departmental computer software, programs and equipment including meter reading handheld devices
- Oversee the preparation, inspection, approval and recording of water and sewer connection permits
- Control expenditures for purchasing tools, supplies and equipment
- Schedule work activities for both departments, assigns personnel to their tasks and transfers staff from one crew to another, as required
- Investigate complaints received regarding all activities of the water and sewer departments
- Jointly with the DPW Commissioner or Supervisor, conduct counseling sessions with personnel, record keeping as required and makes recommendations for appropriate disciplinary action to be taken
- Establish records of preventive maintenance and repairs of facilities and equipment
- Coordinate and/or conduct training programs and provides for safety programs and procedures

- Respond to emergencies as required
 - Review plans and specification for new construction and subdivision approvals and provides comments to the DPW Commissioner
 - Possess a Grade D Water Distribution Operator Certification and Wastewater Treatment Plant Operator Verification issued under provisions of the NYS Sanitary Code
1. CAMO shall be responsible for the management, operation and maintenance of the TOWN's water supply facilities which include the Delaware Aqueduct Tap Water Treatment Plant (DAT WTP), Delaware Aqueduct Tap Facility (DATF) and the Chadwick Lake Filter Plant (CLFP). CAMO shall not be directly responsible for the Chadwick Lake Dam but is required to report any observed condition to the DPW Commissioner or Town Engineer as soon as necessary.
 2. CAMO shall diligently administer, operate and maintain all water supply facilities in full compliance with United States Environmental Protection Agency (USEPA), New York State Department of Health (NYSDOH) and New York State Department of Environmental Conservation (NYSDEC) rules and regulations governing the operation of said facilities.
 - 2.1 CAMO shall maintain complete and accurate records of operation and maintenance meeting all federal, state and local requirements which will be available for inspection by the Town.
 - 2.2 CAMO shall perform all necessary testing and laboratory analysis as required by regulatory agencies, as required by the Town as well as for process control.
 - 2.3 CAMO shall operate and maintain all water supply facilities in such a manner that the water quality is maintained at all times at a level equal to or better than the requirements established by the regulatory agencies having jurisdiction.
 - 2.4 CAMO shall comply with all federal, state and local laws and regulations as they pertain to the existing water supply facilities.
 - 2.5 In the event that the water quality is not in compliance with the requirements, CAMO shall submit a report to the Town outlining the cause of the noncompliance and outlining the proposed corrective action and schedule.
 3. CAMO shall keep and maintain all water supply facilities in good operating condition and shall provide all needed maintenance of the facilities and equipment within the operating budget provided. CAMO shall maintain all water supply facilities in a clean and safe manner consistent with current standards of practice.

- 3.1 CAMO shall maintain an inventory of spare parts and readily available documentation of corrective maintenance with historical data for each piece of equipment. CAMO with the assistance of Town personnel, shall investigate, evaluate and implement a computer assisted Preventive Maintenance Software Package to provide for a comprehensive preventive maintenance program for all equipment and structures. Using this system, CAMO shall maintain an inventory of spare parts and readily available documentation of corrective maintenance with all historical data for each piece of equipment.
 - 3.2 CAMO shall enforce existing equipment warranties and guarantees and maintain warranties on new equipment.
 - 3.3 CAMO shall maintain the cleanliness and appearance of the water supply facilities in a professional manner.
 - 3.4 Operating staff shall, to the extent possible, comply with OSHA or PESH as may be applicable.
 - 3.5 Utilizing the equipment referenced in 12, CAMO shall be responsible for snow plowing of the Water Supply Facilities. If and when because of snowfall amounts, it is not feasible or practicable that CAMO plow, the Town of Newburgh Highway Department shall assist with suitable equipment and sand and salt as necessary.
 - 3.6 The Town of Newburgh shall be responsible for the ground's maintenance of all water supply facilities.
4. CAMO shall provide a Chief Operator who will hold a current and valid IA Water Treatment Operators License from the NYSDOH. The Chief Operator shall be John Egitto for up to a maximum of eight (8) hours per week. Another Chief Operator may not be substituted for Mr. Egitto without prior written approval of the TON.
 - 4.1 The Chief Operator shall be responsible for the regulatory compliance of the water supply facilities and shall direct the Supervisory Operator and staff in regards to this objective.
 - 4.2 The Chief Operator shall be responsible for any and all regulatory reporting required by regulatory agencies having jurisdiction, including but not limited to Monthly Operating Reports, Quarterly Operating Reports and Annual Reports as required by NYSDOH, maintenance inspection reports of the chemical and petroleum storage facilities as required by NYSDEC, inspection and maintenance reports for the Chadwick Lake Dam as required by the NYSDEC, and any and all other required routine regulatory reports as necessary.
 - 4.3 The Chief Operator shall be responsible for any and all certifications required as Operator-in-Responsible Charge of the facilities.
 - 4.4 The Chief Operator shall report any anticipated non-compliance issues to the

Department of Public Works Commissioner (DPWC) and/or the Town Engineer (TE) as necessary. If required, the Chief Operator shall report directly to the Town Supervisor and/or Town Board.

- 4.5 In conjunction with the Supervisory Operator, the Chief Operator shall prepare and submit an annual operating budget to the DPWC. The annual budget shall include any recommendations for the purchase of new or replacement equipment for the improved or continued operation of the water supply facilities.
5. CAMO shall provide a Supervisory Operator who at a minimum will hold a current and valid 2A Water Treatment Operators license from the NYSDOH. The Supervisory Operator shall work for up to a minimum of 5 days per work week (minimum of (32) hours and maximum of (40) hours per week).
 - 5.1 The Supervisory Operator shall be responsible for the day-to-day operation of the water supply facilities in compliance with regulatory requirements and good operating practices.
 - 5.2 The Supervisory Operator shall identify necessary and daily, weekly, monthly and annual work items. These work items shall include, but not necessarily be limited to the following:
 - 5.2.1 Collection of any and all water quality samples necessary for compliance with the reporting requirements of the regulatory agencies,
 - 5.2.2 Normal operating tasks to ensure the operation of the facilities in accordance with good practices, or in accordance with Standard Operating Procedures as directed by the Town through the DPWC or TE.
 - 5.2.3 Standard routine maintenance and repair of operating equipment.
 - 5.2.4 Maintenance of the spare parts inventory for all equipment.
 - 5.3 The Supervisory Operator shall be responsible for the assignment of daily, weekly and monthly work assignments to all operating staff. The Supervisory Operator shall be responsible for monitoring the progress and completion of work assignments.
 - 5.4 The Supervisory Operator shall be responsible to provide to the DPWC or his designee, monthly reporting of personnel schedules and weekly reports of scheduled and completed tasks accomplished by CAMO.

6. CAMO shall provide shift operators and or operators-in-training as follows — two shift operators who at a minimum hold a current and valid 2A Water Treatment Operators license from the NYSDOH and one and one-half operators-in-training. A full-time shift shall consist of 40 hours per week.
 - 6.1 Shift operators shall be responsible for the routine operation of the water supply facilities within the parameters outlined by the Chief Operator or the Supervisory Operator.
 - 6.2 Shift operators/operators-in-training shall be responsible for the completion of any work assignments including water treatment operations, water quality sampling of the treatment processes and distribution system as necessary, repair and or maintenance of equipment, and maintenance of the facilities and other tasks as directed.
 - 6.3 As operators-in-training obtain a 2A Water Treatment Operators license, shall be reclassified as a Shift Operator.
 - 6.4 All CAMO employees are subject to and shall conform to the requirements of the Drug & Alcohol Abuse policy included as Attachment B to this Agreement.
7. CAMO shall **not** be responsible for the replacement of equipment except specifically for the supervision of work and functional testing of items included and purchased under Capital\Equipment line item of the annual budget.
8. CAMO shall be responsible to identify to the Town equipment that is not functioning, nearing the end of its useful life, or is in need of a major overhaul or rehabilitation. CAMO when requested shall submit a proposal for additional services for any installation or repair work. Any work contained in the proposal shall be specifically authorized by the Town prior to the commencement of said work.
9. In the event of an emergency that will or does result in a violation or water quality/treatment standards, CAMO shall have the authority to engage outside services as necessary to make emergency repairs. CAMO shall notify the Town of any such incident within 12 hours of the discovery of the emergency condition.
10. In the event of abnormal conditions in the raw water or if any biologically or chemically toxic material is received at the water supply facilities, CAMO shall notify the Town and if necessary, any regulatory agencies. If the abnormal materials cannot be treated or removed using the existing equipment and processes, CAMO shall not be responsible for compliance.
11. The Town of Newburgh shall provide the following vehicles for use by the Water Supply staff: **(To be added)**

Vehicle maintenance shall be by the Town of Newburgh Fleet Maintenance Department subject to the limitations of the appropriate line item in the Water Supply budget.

All CAMO Shift Operators and Operators-in-Training shall submit a copy of a valid Driver's License to the Town of Newburgh Personnel Department.

13. To maintain its status as a Drug Free Workplace, the Town of Newburgh accepts CAMO's Substance Abuse Policy Statement for CAMO employees. CAMO must notify the Town's Drug Enforcement Representative (DER) immediately upon notification that an employee has tested positive for drugs or alcohol.

B. TERM OF CONTRACT: This contract shall be for a five (5) year term commencing January 1, 2025 and terminating December 31, 2029.

C. PAYMENT: CAMO will bill the TOWN for all services in accordance with the hourly rate schedule attached. The hourly compensation paid to CAMO by the TOWN shall be the only compensation paid for services rendered. CAMO shall be responsible for any and all payroll taxes and employee benefits such as vacation, holidays and sick leave for its employees.

The fees for this Agreement may be adjusted yearly in accordance with the Consumer Price Index for the Northeast Region (All items) published by the United States Department of Labor, Bureau of Labor Statistics, not to exceed 3%. In the event the C.P.I. is discontinued, comparable statistics on the purchasing power of the consumer dollar, published by the Bureau of Labor and Statistics of the United States Department of Labor shall be used for making the computation in this subsection. In the event the Bureau of Labor Statistics shall no longer maintain statistics on the purchasing power of the consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority shall be used for making the computation.

Reimbursement for services rendered by CAMO shall be made monthly by the TOWN on the basis of payment vouchers covering proper charges accrued during the preceding monthly billing period duly certified by CAMO to the TOWN. The TOWN shall pay CAMO for the rendered services within thirty (30) days of presentation by CAMO to the TOWN of a voucher acceptable to the TOWN. Unless

otherwise requested in writing, the TOWN shall mail payment to CAMO at its address herein or as hereafter amended.

D. TERMINATION: The parties hereto agree that the Town may terminate this Agreement for cause; upon receipt of evidence of negligent acts caused by CAMO in the performance of this Agreement; because of errors or omissions by CAMO in the performance of the Agreement; or, on account of any material breach of the Agreement. In the event the Town determines that the Agreement should be terminated for cause, it shall give CAMO notice of causes for its determination, together with notice of all deficiencies in performance, and a demand that they should be cured within thirty (30) days from the notice. If CAMO shall fail to cure the defects within such thirty (30) day period, the Town may terminate the Agreement by serving a written notice of cancellation by Registered Mail through the U. S. Postal Service thirty (30) days prior to cancellation date.

The parties further agree that either CAMO or the Town may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party served by Registered Mail through the U.S. Postal Service.

E. If the TOWN observes or otherwise becomes aware of any fault or defect in the work of CAMO or of non-conformance with the substance and intent of this Agreement, the TOWN shall give prompt written notice thereof to CAMO. The provisions of this paragraph and paragraph "Fifth" shall not limit the liability of CAMO to the TOWN, nor shorten any applicable statute of limitations affecting either party.

F. The TOWN shall designate a representative to consult and advise on the TOWN's behalf with respect to the work of CAMO. The TOWN shall render decisions as necessary upon CAMO's request with respect to the subject matter of this Agreement.

G. The TOWN shall provide personnel, equipment and supportive services for the operation and maintenance of the water supply, filtration, and treatment systems under the control of the Department.

H. The TOWN shall examine all studies, reports and other documents as may be presented by CAMO, obtain advice of an attorney and such other consultants as the TOWN may deem appropriate

for such examination, and render in writing decisions pertaining thereto in a reasonable time when so required by CAMO

I. CAMO agrees that all records compiled by CAMO, together with the information and material gathered in pursuing the objectives of the Agreement, including written reports and all other data in like manner, shall become and remain the property of the TOWN.

J. All applicable provisions of law of the Federal Government, the State of New York or the TOWN of Newburgh are deemed to be incorporated in and made part of this Agreement.

K. CAMO shall comply with all applicable provisions of the Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations pertaining to the operation and maintenance of municipal water supply, transmission, and distribution systems promulgated by the Department of Labor and/or the Industrial Commissioner of New York and all amendments and additions thereto. CAMO shall not discriminate on any unlawful basis.

L. CAMO agrees that all of its employees shall comply with and be subject to the Town of Newburgh's policies regarding a Drug-Free Workplace and in particular be subject to the Town's Alcohol and Substance Abuse Policy and Testing Procedures as currently delineated in the Town of Newburgh Employee Handbook as may be amended from time to time.

M. CAMO shall exchange information developed during the course of the work with such consultants as the TOWN may choose to employ and pertinent to the objectives of this Agreement, and shall work in harmony with them to integrate the results of CAMO's work with that of the consultants so as to produce a unified recommended approach to the comprehensive water planning objectives of the TOWN.

N. CAMO agrees that, if requested by the TOWN, CAMO shall furnish additional services related to, but not part of this Agreement, such additional work to be the subject of an amendment to this Agreement by negotiation between the parties hereto.

O. The TOWN, without invalidating this Agreement, may order extra work or make changes by altering or adding to the scope, concept, and/or performance of the work. In each such occasion, the cost of CAMO's services in this Agreement shall be adjusted accordingly. All such changes in the work shall be executed as supplementary to the services covered by this Agreement and the cost of same to the TOWN shall be negotiated at the time of ordering such change. CAMO shall not perform extra work unless in pursuance of a written order signed by the TOWN and by CAMO stating that the TOWN has authorized the extra work or contract modification. The cost of such work shall be determined in one of the following ways:

- a. By estimate and acceptance in a lump sum;
- b. By time and materials basis per Addendum "A".

If none of the above is agreed upon, CAMO, provided it receives a written order from the Town, shall proceed with the execution of the extra work or contract modification. In such case, CAMO shall keep and present in such form as the TOWN may direct, a correct account of the cost, together with vouchers. CAMO shall certify to the amount, including the allowance therein for overhead and profit, due CAMO. Pending final determination of value and within thirty (30) weeks of presentation of CAMO's voucher in a form acceptable to the TOWN, the TOWN shall pay to CAMO an amount, which in its reasonable discretion, it deems due to CAMO for the services performed.

P. The Town shall provide licenses and permits required for the performance of CAMO's services.

Q: CAMO shall submit to the TOWN a variance report at least annually in the form of a short document reflecting variations of costs and consumptions occurring during each reporting period in the course of implementing this Agreement, together with such included data as CAMO or the TOWN may deem pertinent to the program objectives.

R: CAMO shall obtain and maintain in full force and effect for the duration of this Agreement the following insurance comprehensive general liability insurance or its equivalent to protect the Town from negligent acts or omissions of CAMO, its employees and agents, with coverage in an amount acceptable to the Town; workers' compensation insurance for its employees to the extent required by law; liability

insurance covering personal injury and property damage suffered by CAMO's employees, and covering personal injury and property damage caused by CAMO or its employees; and vehicle liability insurance, CAMO shall furnish certificates for such insurance policies upon execution of this Agreement and thereafter promptly upon the Town's request.

S: Neither party may assign, subcontract or convey any right, title or interest in this Agreement without the express, prior written consent of the other party.

T: The Town and CAMO shall each hold harmless and indemnify the other, its employees and representatives for all claims, damages, loss, judgments or awards arising from or caused by acts or omissions or breach of this Agreement by the indemnifying party, its employees and representatives.

U: CAMO shall comply with all applicable laws, ordinances and codes of the State and local governments.

V: No member of the governing body of the Town and no other officer, employee, or agent of the Town, who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and CAMO shall take appropriate steps to assure compliance.

W: The Laws of the State of New York shall govern all disputes, claims, lawsuits or legal proceedings between the parties to this Agreement.

X: This Agreement constitutes the entire embodiment of the agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings, promises and representations. The parties agree that, in the event one or more of the within provisions should be declared void or illegal, the remaining provisions shall not be affected by such declaration and shall continue in full force and effect.

This Agreement may be modified only by written agreement between the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

TOWN OF NEWBURGH

BY:

GILBERT PIAQUADIO

TITLE: DEPUTY SUPERVISOR

CAMO POLLUTION CONTROL, INC.

BY:

MICHAEL P. TREMPER

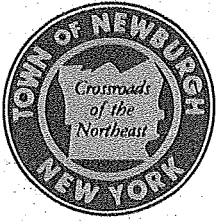
TITLE: PRESIDENT

ADDENDUM "A"

CAMO HOURLY RATES SCHEDULE

Chief Operator	\$ 125.61 per hour
Supervisory Operator	\$ 97.10 per hour
Shift Operator	\$ 63.92 per hour
Operator - in - Training	\$ 57.35 per hour
Master Mechanic	\$ 114.22 per hour
Head Mechanic	\$ 97.10 per hour
Assistant Mechanic	\$ 75.79 per hour

- Twenty percent (20%) markup on all subcontractors and materials. If materials can be purchased directly from a Town vendor there is no markup.
- Time and a half paid for overtime and holidays.
- Double time paid for Christmas and Thanksgiving.



TOWN OF NEWBURGH

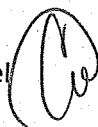
1496 Route 300, Newburgh, New York 12550

#8A

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

To: Gil Piaquadio, Town Supervisor ✓
Town Board

From: Charlene M Black, Personnel 

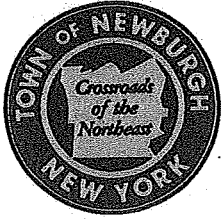
Date: June 20, 2024

Re: Authorization to Hire Full-Time Police Officer

Chief Campbell has requested to hire the following candidate as a Full Time Police Officer. His approval for transfer from Orange County Human Resources has been approved. He must complete all the necessary full-time paperwork, fingerprinting, and drug/alcohol testing. Since he is already a full-time Police Officer a physical is not required, he had it done when he became a full-time Police officer in his other jurisdiction.

Matthew Kennedy

A start date is anticipated for on or after July 8th, 2024.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

June 18, 2024

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Matthew Kennedy as a full-time police officer at a starting salary of \$83,015 per year. Officer Kennedy is currently a NYS certified police officer working full-time in the Village of Maybrook. He has three years experience as a full-time police officer and will be resigning from that department to be re-instated here. I am requesting a start date effective on or after July 8th pending the completion of a physical and completion of his background.(Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Matthew Kennedy

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full time

HOURLY RATE: \$83,015 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001 - 3120 - 0100 - 000

PROPOSED HIRE DATE: On or after July 8th 2024

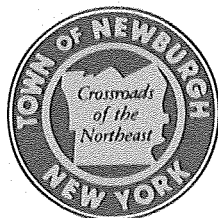
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

6/18/24
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

#8B



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

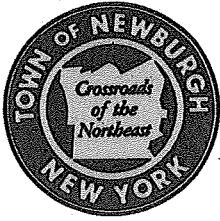
To: Supervisor Piaquadio ✓
Town Board Members

From: Charlene M Black, Personnel Director

Date: June 20, 2024

Re: Full-Time Police Officers

Please find attached an employee request form from Chief Campbell to hire Nicholas LoParrino from the Orange County Canvas list. His background check came back favorably. The candidate's hire date will be on or after July 8th, 2024 pending his physical which Orange County Human Resources will send him for, psychological has been done, fingerprints, and all the necessary paperwork will be done with my office. Thank you in advance for your approval.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

June 18, 2024

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Nicholas LoParrino as a full-time police officer at a starting salary of \$71,268 per year. Officer LoParrino is currently number 1 on the Orange County Police Eligibility List and he is currently a NYS certified police officer working in Orange County. I am requesting a start date effective on or after July 8th pending the completion of a physical as required by Orange County Civil Service. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Nicholas La Parrino

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: F/T

HOURLY RATE: \$71,268 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: on or after July 8, 2024

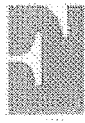
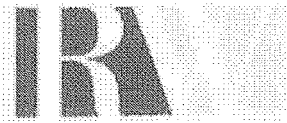
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

6/18/24
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

#9



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: LOCAL LAW AMENDING CHAPTER 185 ENTITLED
"ZONING" OF THE CODE OF THE TOWN OF
NEWBURGH: CANNABIS RELATED USES
OUR FILE NO. 800.____; 800.1(B)() (2022); 800.1(B)()
(2024)

DATE: JUNE 10, 2024

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stewart P. Glenin
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed please find a draft Local Law amending the Cannabis Related Use provisions of the Zoning Code to address revisions to the final State Cannabis regulations. Those revisions render administration and enforcement of certain provisions in the Code (such as required separations from parks and other community facilities) problematic.

The adopted State regulations also allow Microbusinesses (currently permitted under our Zoning in the AR District) to have separate retail premises within a certain distance of the cultivation site. The local law would permit these retail premises to be located in the same districts, IB and B, as retail dispensaries, subject to the same site plan and special use permit requirements. The Board may want to broaden this to simply allow Microbusinesses (or only those with inside cultivation – maximum size of 3,500 sq. ft under the State regulations.) to also be located within those districts subject to site plan and special permit approval from the Planning Board. Also attached is an outline from the State concerning Microbusinesses.

Should you have any questions or concerns, please do not hesitate to contact me.

MCT:sel
Enc.

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
James Osborne, Town Engineer (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Patrick Hines, McGoey, Hauser & Edsal (via e-mail)
David B. Smith, Planning and Development Advisors (via e-mail)

**TOWN OF NEWBURGH
LOCAL LAW NO. __ OF 2024
AMENDING SECTION 185-48.9 ENTITLED
“CANNABIS RELATED USES “
OF CHAPTER 185 ENTITLED “ZONING”
OF THE CODE OF THE TOWN OF NEWBURGH**

BE IT ENACTED by the Town Board of the Town of Newburgh, County of Orange, as follows:

SECTION 1 – TITLE

This Local Law shall be referred to as “A Local Law Amending Section 185.49 Entitled ‘Cannabis Related Uses’ of Chapter 185 entitled ‘Zoning’ of the Code of the Town of Newburgh Pertaining to ‘Cannabis Related Uses’”.

SECTION 2 – PURPOSE AND INTENT

The purpose of this local law is to amend the provisions of the Zoning Code which define and permit certain uses when licensed by the State of New York related to cannabis products in order to conform with currently adopted New York State regulations.

SECTION 3 – AMENDMENTS TO CHAPTER 185

2. Subsection A of Section 185-48.9 entitled “Cannabis Related Uses” is hereby amended to read as follows:

“§ 185-48.9 Cannabis Related Uses

- A. Permitted locations and separation requirements. In order to protect young people from inducements to use cannabis and reduce youth exposure and potential access to cannabis as well as exposure of vulnerable populations receiving treatment for drug or alcohol addiction or abuse, and to mitigate potential risks to the population from drivers who have engaged in on-premise cannabis use and whose psycho-motor skills and driving abilities may be impaired, given the challenges presented in assessing service limits to impaired patrons, the absence of standard serving sizes and the duration and onset of impairment, all unlike with alcohol, and the Town having limited public transit options, the following distance and separation requirements are established.
1. No approval or permit shall be granted to Cannabis On-Site Consumption Premises, Microbusiness Facilities, registered organizations adult use cultivator

processor distributor retail dispensary licensed pursuant to section 68-a of the Cannabis Law and Cannabis Retail Dispensaries proposed to be located on the same road and within 500 feet of the structure or its grounds occupied exclusively as a public youth facility, meaning a location or structure owned by a government or government subdivision or agency, that is accessible to the public, where the primary purpose is to provide recreational opportunities or services to children or adolescents of whom the primary population is reasonably expected to be seventeen (17) years of age or younger. community facility, ,including but not limited to a facility that provides day care to children, a public park, a playground, a public swimming pool, a library; or a center or facility where the primary purpose of which is to provide recreational opportunities or services to children or adolescents as measured from the center of the nearest walkway or stairs leading to the entrance of the Premises or where it meets the building line or public thoroughfare.

- ~~2. No approval or permit shall be granted to Cannabis Microbusiness Facilities proposed to be located within 500 feet of the exterior of any existing dwelling unit.~~
3. Cannabis On-Site Consumption Premises, Microbusinesses and Cannabis Retail Dispensaries shall be separated from another premises used for the same category of licensed use by at least a 1,000 foot radius feet as measured from the center of the nearest walkway or stairs leading to the entrance where it meets the building line or public thoroughfare, unless there is no setback, in which case the measurement shall be from the center of the entrance.

4. Chapter 185, "Zoning" of the Code of the Town of Newburgh, Table of Use and Bulk Requirements for the IB Zoning District, Schedule 8 of the Code adopted and incorporated into the Code pursuant to §185-10 entitled "Utilization of Use Table" and §185-11 entitled "Utilization of Bulk Table" shall be amended as follows:

- A. Number 2 of Column D entitled "Uses Subject to Site Plan Review by the Planning Board" shall be amended to read as follows:

"2. Individual retail stores, convenience stores with or without gasoline filling stations, personal service stores and uses, and health clubs and fitness facilities, cannabis retail dispensaries in accordance with Section 185-48.9, cannabis microbusiness retail premises and cannabis medical dispensaries in accordance with Section 185-48.9."

5. Chapter 185, "Zoning" of the Code of the Town of Newburgh, Table of Use and Bulk Requirements for the B Zoning District, Schedule 7 of the Code adopted and incorporated into the Code pursuant to §185-10 entitled "Utilization of Use Table" and §185-11 entitled "Utilization of Bulk Table" shall be amended as follows:

A. Number 1 of Column D entitled "Uses Subject to Site Plan Review by the Planning Board" shall be amended to read as follows:

"1. Retail stores and personal service stores and uses, health clubs and fitness facilities, cannabis retail dispensaries in accordance with Section 185-48.9, cannabis microbusiness retail premises and cannabis medical dispensaries in accordance with Section 185-48.9."

SECTION 5 – VALIDITY

If any word, clause, sentence, paragraph, section or part of this local law or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof or the application thereof to any other persons or circumstances but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. The Town Board hereby declares that it would have enacted this Local Law or the remainder thereof if the invalidity of such provision or application thereof had been apparent.

SECTION 6 – EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law



ADULT-USE MICROBUSINESS LICENSE OVERVIEW

You are here

OVERVIEW

APPLICATION &
LICENSE FEES

FEE
REDUCTION

KEEP IN MIND
BEFORE APPLYING

MORE
RESOURCES

OVERVIEW



The adult-use microbusiness license authorizes the cultivation, processing, distribution, retail sale and delivery of the licensee's own cannabis products. An adult-use microbusiness must engage in cannabis cultivation and at least one additional licensed activity including processing, distribution, or retail sale. A microbusiness must locate its retail premises near its cultivation location, but the required distance is based on whether the microbusiness cultivation premises is located in or outside of New York City.

Note: License holders must meet and comply with all laws, regulations, and guidance related to the adult-use microbusiness license. Failure to comply with any current or future laws, rules, or regulations issued by the Cannabis Control Board may result in disciplinary action, including, but not limited to, revocation of the license.

Depending on the authorizations requested during the application process, microbusiness license holders are authorized to conduct some (or all) of the following activities:

- Cultivate cannabis in a canopy that is either: **indoors** (up to 3,500 ft²), in **mixed light** (up to 5,000 ft²), **outdoors** (up to 10,000 ft²), or in a **combination of outdoors and mixed light** (up to 5,000 ft² outdoors and up to 2,500 ft² mixed light);
- Operate a processing facility to manufacture cannabis products;
- Purchase up to 500lbs of cannabis biomass (or the extract equivalent) per calendar year from a licensed cultivator, microbusiness, cooperative or collective, Registered Organization with Dispensing (ROD) and Registered Organization with No Dispensing (ROND);
- Process up to 1,700 pounds of cannabis biomass per year into cannabis products (unless all the biomass is cultivated solely by the microbusiness exclusively at its licensed premises, then there is no processing limit);
- Sell cannabis to a duly licensed processor;
- Sell cannabis products it has produced to a duly licensed distributor;
- Distribute self-produced cannabis products to retail dispensaries and on-site consumption premises;
- Deliver a microbusinesses cannabis products to cannabis consumers;
- Be a Cannabis Event Organizer; and
- Sell cannabis products directly to consumers from the microbusinesses retail premises.

Ownership Restrictions: No person, other than a passive investor, may have an interest in more than one microbusiness license or any other license type that includes cultivation. The licensed microbusiness entity cannot have any interest in any other licenses. Under no circumstances can a microbusiness or its true parties of interest have any direct or indirect interest in a retail dispensary, delivery, or on-site consumption license. Microbusinesses and distributors cannot have any TPI in common except for passive investors. No person may submit applications for more licenses or license types than they would be permitted to hold.

APPLICATION & LICENSE FEES

Type	Amount
Adult-Use Application Fee, per application	\$1,000
Adult-Use Microbusiness License Fee	\$4,500

FEE REDUCTION

Application and license fees are reduced by 50% for all Social and Economic Equity (SEE) applicants.

KEEP IN MIND BEFORE APPLYING

Eligibility Requirements:

- All licensees must be at least 21 years of age and not be otherwise prohibited from holding a license under Cannabis Law or regulations, based on prior non-cannabis convictions as stated in Section 137 of New York State cannabis adult-use regulations or True Parties of Interest (TPI) prohibitions.

Find a compliant location. Microbusinesses are designed to be small, craft producers and as such there are restrictions on where a microbusiness' retail location can be located, in relation to where it cultivates and processes cannabis.

- **Provisional License:** If you do not have proof of control over a property at the time of initial application, you may submit the application without these details and gain a provisional license from the NYS Cannabis Control Board. After receiving a provisional license, you may take up to twelve (12) months to submit proof of control over a location and finalize your application.
- **Full License:** If you already have proof of control over the property at the time of your initial application, whether by lease agreement, mortgage, or outright ownership, or have an option to lease or buy the property, you may identify the property on your application submission and submit a complete application for the Office's review. A location cannot be used for licensed activities without prior explicit Office approval.

Think Creatively. The microbusiness license is ideal for the development of innovative, craft brands. Microbusinesses are able to cultivate cannabis, process that cannabis into cannabis products, and sell those products directly at retail. Though there are limitations on the size and scale of microbusiness production, these small and medium sized entities comprise a crucial part of New York's cannabis supply chain.

Cultivation Premises

In a city with a population over 1,000,000

In a city with a population under 1,000,000

Retail Premises

Must be in the same county as the cultivation location.

Must be within 25 miles of the cultivation location.

Applicants must apply for the license as the business that will conduct the authorized activities, and this business must be formally established before starting the application.

Compile all information and business-related documents.

Review New York Cannabis Rules and Regulations. Read the approved [adult-use regulations](#) and [guidance](#).

Attend an OCM Road Map to General Licensing Application event to learn more in-person.

MORE RESOURCES

All applicants are strongly encouraged to review the [Adult-Use Cannabis Regulations](#) and all [application resources](#) to learn more about how to obtain and operate an adult-use cannabis license in New York State. Please note that this is only the first application window for general adult-use cannabis licensing. Future application windows for licenses such as nursery, delivery, cooperative or collective, and on-site consumption are anticipated. Please email info@ocm.ny.gov if you have any further questions.



#10

TOWN OF NEWBURGH

AUDIT # 12

DATE: June 24, 2024

TOTAL OF ALL PAYMENTS: \$ 1,102,213.76

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 1,102,213.76 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated : June 24, 2024

Town Clerk Office

Town Board:

#11B

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board

FROM: Patrick J. Hines, Representative Town Engineer *PS AH*

DATE: 20 June 2024

RE: **Special Inspections for Chadwick Lake
Recreation Senior Center Building Project**

MHE Engineering has solicited proposals for the special inspection services required for the subject project. These third-party inspections are required to be performed in compliance with Chapter 17 of the 2020 Building Code of NYS.

Three requests for proposals were sent out. Two proposals were initially received. Subsequent to review of the two proposals, the Town directly received another proposal dated 4 June 2024.

The original recommendation was for Tectonic Engineers with an estimated cost of \$31,640.00 with the actual cost based on the number of specific inspections required.

Advance Testing Company of Campbell Hill NY has submitted a proposal in the amount of \$29,077.00 based on the estimated services to be provided.

MHE is familiar with both testing firms and each is qualified to perform the services required.

I have attached both Tectonic Engineering and Advance Testing proposal for the Board's review.

Approval for the special inspections required Town Board approval. If the Board decides to go with the lower cost proposal the original approval should also be appropriately rescinded.

I am available to discuss this matter with the Board.

Cc: J. Osborne, Town Engineer
R. Clum, Town Accountant
M. Taylor, Town Attorney
J. Presutti, Commissioner of Parks Recreation and Conservation

Attachments (2)



Town of Newburgh
C/O MHE Engineering
33 Airport Center Drive, Suite 202
New Windsor, NY 12553

Attn: Lisa Vance-Ayers (Town Clerk)

May 21, 2024

RE: REV 1 PN 24-0341
PROPOSAL FOR SPECIAL INSPECTION MATERIALS TESTING SERVICES
NEWBURGH RECREATION CENTER – PROPOSED PRE-ENGINEERED METAL BUILDING
TOWN OF NEWBURGH, NY (ORANGE COUNTY)

Tectonic Engineering Consultants, Geologists & Land Surveyors, DPC is pleased to provide you with the enclosed unit rates and budget estimate of costs to provide Special Inspection Materials Testing Services in accordance with the Chapter 17 of the 2020 Building Code of NYS and the project documents for the above referenced project located in the Town of Newburgh, NY.

Based on the Request for Proposal (RFP) received on March 13, 2024, from MHE Engineering, it is our understanding the scope of services will include, however, may not be limited to, the following Structural Special Inspections for new construction of a proposed 36,670 square foot pre-engineered metal building structure:

- Soils (Subgrade Bearing Verification & Compaction Testing of Controlled Fill)
- Cast-In-Place Concrete (Including Post-Installed Anchors)
- Structural Steel Framing (including Cold-Formed Steel Decking)
- Asphalt Paving

Note: The enclosed budget estimate is based off the project documents provided and our experience with projects of similar size and scope. The actual number of inspections and tests that will be required will ultimately be driven by means-and-methods of the Contractor performing the work.

Our inspection and testing services are performed in accordance with all applicable ASTM and AASHTO guidelines; including the requirements of ASTM E329, Standards and Recommended Practices of Inspection and Testing Agencies. Our in-house material testing laboratory is AASHTO accredited and participants in the bi-annual AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) laboratory inspection programs and is also accredited by the US Army Corp of Engineers.

Our staff of experienced inspection technicians are certified by the American Concrete Institute (ACI), International Code Council (ICC), National Institute for Certification in Engineering Technologies (NICET), the Northeast Transportation Technical Certification Program (NETTCP), the American Welding Society (AWS), the American Society of Non-Destructive Testing (ASNT), the Associated General Contractors of America for NYS Hot-Mixed Asphalt and the Pre-stressed Concrete Institute (PCI) to name a few. We understand that many of the Special Inspection items will overlap and occur concurrently with one another. Many of our inspection technician staff are cross-trained in conducting soils, rebar, concrete, asphalt and masonry inspections and field testing. This allows us to provide a single inspector to cover multiple tasks in one day, which often saves budgeted man-hours.

Newburgh Lab Office

280 Little Britain Road, Building 2 | Newburgh, NY 12550
845.563.9081 Tel | 845.563.9085 Fax

tectonicengineering.com



PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Please have an authorized representative complete and sign the attached *Work Authorization and Proposal Acceptance Form* to indicate acceptance of this agreement and the attached *Unit Rate Schedule and General Terms and Conditions*. Please return to Tectonic one signed and completed copy of the *Work Authorization and Proposal Acceptance Form* and all construction documents pertinent to the services being requested. Fees shall be invoiced monthly, with payment due upon receipt. If payment is not received within 30 days, Tectonic will consider non-payment just cause to stop work. We appreciate the opportunity to provide this you with this proposal, and look forward to assisting you on this project. If you have any questions, please do not hesitate to call me at 845-563-9081 ext. 2611.

Sincerely,

TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.

A handwritten signature in cursive script that reads "James Duesel".

James Duesel
Executive Director
Construction Inspection Services

Newburgh Recreation Center - Proposed Pre-Engineered Metal Bldg Chadwick Lake Park (Town of Newburgh, NY)					
SPECIAL INSPECTION MATERIAL TESTING SERVICES					
TECTONIC UNIT RATES AND BUDGET ESTIMATE					
INSPECTION SERVICES		RATE	UNIT	QTY	EST TOTAL
CAST-IN-PLACE CONCRETE INSPECTIONS					
1	Inspection of Concrete Placement- Field Testing for Slump, Temperature, Air Entrainment & Unit Weight / Casting of Test Cylinders (ACI Grade I Technician)	\$320.00	Half Day		\$0.00
		\$500.00	Full Day	5	\$2,500.00
2	Pre-Pour Inspection of Reinforcement Steel & Embedments, Formwork Geometry, Post-Installed Anchor Installation - May also perform field testing & sampling same day (ACI Reinforced Concrete Special Inspector and/or ACI Post-Installed Anchor SI)	\$370.00	Half Day	2	\$740.00
		\$570.00	Full Day	13	\$7,410.00
3	Floor Flatness and/or Levelness Testing Concrete Floors (Note: Includes Mobilization, Labor and Equipment)	\$750.00	Day		\$0.00
					\$0.00
4	Concrete Coring Services (Note: Includes mobilization, labor and coring equipment)	\$1,200.00	Day		\$0.00
5	Relative Humidity Testing Concrete Floors with Rapid RH Meter (ASTM F2170) *Rate per visit for initial set up installation of probes & follow-up readings as requested	\$350.00	Visit		\$0.00
		\$50.00	Per Probe		\$0.00
6	Moisture / Alkali Testing of Concrete (ASTM F1869) Note: Minimum 3 Moisture-Alkali Test Kits required per 1,000 sf flooring	\$350.00	Half Day		\$0.00
		\$35.00	Test Kit		\$0.00
	Laboratory Compressive Strength Testing				
7	**Concrete Cylinders (ASTM C39)	\$18.00	Each	150	\$2,700.00
SOILS INSPECTIONS (BACKFILL COMPACTION & SUBGRADES)					
8	Backfill / Compaction of Soils - Visual Inspection Controlled Fill Placement including Compaction Testing using a Nuclear Density Gauge for site controlled fills, underground utilities, subbases for pavements/slabs, foundation and/or retaining wall backfill, etc. (Soils Special Inspector / Troxler Certified Technician) *Portal-to-Portal	\$320.00	Half Day	2	\$640.00
		\$500.00	Full Day	10	\$5,000.00
9	Geotechnical Inspections - Inspection of Foundation Subgrades/Bearing Strata in accordance with approved soils report, Removal of Unsuitable Soils, Deep Foundation Systems (Piles/Caissons), Underpinning, Verify Site Preparation w/ Proof-Rolling of Subgrades (Staff Engineer/EIT)	\$460.00	Half Day	4	\$1,840.00
		\$900.00	Full Day	2	\$1,800.00
10	Density Guage - Daily equipment charge- unlimited number of tests per day	\$85.00	Day	12	\$1,020.00
	Laboratory Soils Testing				
11	Soil Gradation/Sieve Analysis (ASTM D6913)	\$80.00	Each	2	\$160.00
12	Full Modified / Standard Proctor Analysis (ASTM D1557)	\$140.00	Each	2	\$280.00

STRUCTURAL STEEL FRAMING / COLD FORMED METAL FRAMING				
13	Visual Inspection of Structural Steel Framing - Verify Compliance with Details Shown on Approved Construction Documents (Shop and/or Erection Drawings) Including Connection Details for Bolted and/or Welded Connections, Bracing, Decking, Etc. / Non-Destructive Testing of welds using Magnetic Particle & Dye Penetrate Methods (<i>Certified Welding Inspector</i>)	\$475.00 \$800.00	Half Day Full Day	5 \$2,375.00 \$0.00
14	Visual Inspection of Cold-Formed Metal Framing - Verify Compliance with Approved Details on Shop Drawings for Steel Stud / Truss Bracing, Steel Decking, Installation of Clips, Hangers, Ties, Mechanical Anchors, PAF's, Screw Fasteners, Welds, Etc. (<i>Certified Welding Inspector</i>)	\$475.00 \$800.00	Half Day Full Day	4 \$1,900.00 \$0.00
15	Steel Fabrication Shop Inspection (<i>Typically not required if Fabricator is AISC Certified / Self-Certifying Facility</i>) Note: Travel expenses for out-of-town fabrication shop visits to be billed at cost - see below terms & conditions	\$110.00 TBD	Hour	\$0.00
16	Non-Destructive Testing of Welds using Ultrasonic (UT) Methods (CWI / ASNT Level II Inspector)	\$1,200.00	Day	\$0.00
BITUMINOUS ASPHALT PAVING INSPECTION				
17	Inspection of Placement & Compaction of Bituminous Asphalt Paving including monitoring temperatures, loose/compacted thicknesses & density testing with a nuclear density gauge (HMA Certified Density Testing Inspector / Troxler Certified)	\$320.00 \$500.00	Half Day Full Day	1 \$320.00 2 \$1,000.00
18	Density Gauge - Daily equipment charge- unlimited number of tests per day	\$85.00	Day	3 \$255.00
PROJECT MANAGEMENT/ ENGINEERING SERVICES				
19	Project Management - Coordination of field staff, review of Technical Reports & Preparation of Field Report Submittals (FRS) for Distribution Note: Est 1 to 2 hrs/week when project active	\$95.00	Hour	10 \$950.00
20	Project Manager - Upon Client Request: Attend Pre-Installation Conference Meetings, Review of lab data to compare results with project specification requirements, Letter Preparation or Meeting Minute Preparation	\$140.00	Hour	\$0.00
21	Professional Engineer (if needed) - Sign-Off on Final Report of Special Inspections, Project Oversight, Meeting Attendance, etc	\$165.00	Hour	\$0.00
SAMPLE PICK-UP & TRAVEL EXPENSES				
22	Sample Pick-Up (On-Site) - Round Trip Cost to Pick-Up Test Samples Cast In Field and/or Samples for Lab Analysis	\$75.00	Trip	10 \$750.00
23	Travel Expenses - Round Trip Travel expenses for on-site daily inspections, meeting attendance, etc. (\$0.53 / Mile) *Included in half / full day technician rates above	\$0.00	Trip	\$0.00
ESTIMATED TOTAL FEE:				\$31,640.00

PROJECT SPECIFIC TERMS AND CONDITIONS	
■	Up to and including 4-hours at the site will be considered a half-day expense, from 4-hours to 8-hours at the site will be considered a full-day expense. Ultrasonic and/or Radiographic Testing rates are based on 8-hour minimum charge.
■	A 2-hour cancellation fee applies if inspections are cancelled same day. A 4-hour (Half-Day) cancellation fee applies if services are cancelled upon the inspectors arrival on site.
■	For greater than 8 hours/day, and all time on Saturday, Sunday and Holidays, multiply non-engineer hourly technician rate by 1.50X
■	For transporting a Nuclear Density Gauge for Soils and Asphalt testing, the indicated hourly rates are portal-to-portal since our Nuclear Gauge License required the gauges be stored in our secure facility when not in use
■	**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 schedule above
■	A yearly 3% Escalation Fee will apply to the unit rates above from the date of contract award
■	The unit rates contained herein for laboratory testing of contaminated samples assume standard capabilities and facilities of the lab (working under a hood with protective gloves) and do not include sample disposal costs.
■	Testing on contaminated materials may require a project specific Laboratory Health and Safety Plan. The cost associated with any required Health and Safety Plan will be additional.
■	All services must be requested by 12:00 noon of the day prior to which services are required
■	A signed contract or purchase order must be received by Tectonic prior to commencement of work.
■	Mileage expenses and overnight stay accommodations for inspection services off-site (fabrication shops, batch plants, etc) will be charged at cost from the office at the standard business mileage rate allowed by the Internal Revenue Service in effect at the time travel occurs or per the Travel Expense round trip cost listed above for daily inspections, sample pick-up or meeting attendance at the project site.

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (TECTONIC) by CLIENT is under the following terms and conditions, which are an integral part of the collective Agreement between CLIENT and TECTONIC.

1.0 GENERAL

1. The fee estimate for the services to be provided is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of the CLIENT who has executed this Agreement and is not subject to third party agreements. By accepting this proposal, the CLIENT represents and acknowledges that funding has been secured and that adequate funding will remain available to pay all TECTONIC's Invoices within 30 days of date of Invoice through final payment.
3. All schedules required to perform the services shall commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
4. Requests for additional services must be authorized by CLIENT in writing before additional services can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT that change TECTONIC's scope of services or increase fees must also be provided by written notice. For avoidance of doubt, e-mail will constitute written notice.
5. All drawings, specifications, reports, computations, survey notes, electronic files, and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. In consideration for this Agreement, TECTONIC grants CLIENT a non-exclusive license to use the instruments of service in connection with this Project. TECTONIC may elect, if it does not receive full payment of its invoices, to terminate this Agreement and/or revoke CLIENT's license to use the instruments of service. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities, or cost, including reasonable attorneys' fees and defense costs, arising from any use or modification of the instruments of service without TECTONIC's involvement or and use on other projects without prior written consent of TECTONIC.
6. Changes requested by CLIENT (i) in the Schematic Design, Design Development, or Construction Documents after each respective phase has been completed and approved by CLIENT; or (ii) that are inconsistent with CLIENT's program after the Schematic Design Phase will be considered an Additional Service.
7. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by any cause beyond TECTONIC's reasonable control, including but not limited to strikes, accidents, acts of God, epidemics, pandemics, mandated quarantines, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due thereunder shall be equitably increased.
8. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses and any other costs which could not reasonably have been avoided and for which TECTONIC is not otherwise compensated.



TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

9. It is understood that the services to be provided are based on the information provided by CLIENT. CLIENT will provide all relevant and applicable information, requirements, and surveys for the Project in CLIENT's possession or reasonably accessible to CLIENT at no additional cost, including program information describing CLIENT's objectives, schedule, constraints and criteria, space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements, and budget. TECTONIC shall be entitled to rely upon the accuracy and completeness of all such information provided by the CLIENT. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract amount may also change.
10. Unless otherwise agreed in writing, CLIENT will furnish TECTONIC with right-of-way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site due to its operations but has not included in the fee the cost of restoration of any damage resulting from the field services. If CLIENT desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.
11. CLIENT shall make prompt and timely decisions regarding design, budget, consultant retention (if applicable) and other issues that may affect TECTONIC's ability to perform and complete its services on schedule. CLIENT shall provide prompt written notice to TECTONIC if it becomes aware of any fault or defect in the instruments of service or the Project.
12. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.
13. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use.
14. CLIENT agrees to allow TECTONIC to utilize its name as a client, a general description of the project, and a description of the services performed for reference purposes. CLIENT further agrees to allow TECTONIC to photograph the project and to use those photographs for promotional purposes such as advertising, marketing materials, and/or website and social media content.
15. The laws of New York State shall govern the validity and interpretation of this Agreement without reference to principles of conflict of laws or choice of laws. The parties agree that the venue and jurisdiction for any disputes arising hereunder shall be in the courts of the County of New York, State of New York, or the United States District Court for the Southern District of New York. If any part of the Agreement be found invalid, it will not invalidate the remainder of the Agreement.

2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice, or the invoice shall be deemed accepted. The entire invoice shall be paid in full without deduction, setoff or counterclaim, and CLIENT shall not retain or defer payment due to any alleged dispute with Tectonic. Any disputed amounts may result in a partial refund at a later date upon resolution of the item(s) in dispute.
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, TECTONIC shall be entitled to full reimbursement of all such costs associated with collection of balances past due, including reasonable attorney's fees and court costs, as part of this Agreement.



TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

3. Invoice payments must be kept current for the work to continue. CLIENT'S failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for suspension of services or termination by TECTONIC. If CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT and without thereby incurring any direct or consequential liability to CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop its services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for services performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.
5. Invoicing for out-of-pocket expenses including, but not limited to, copying, renderings, travel, telephone, and overnight mailing shall be billed at cost.

3.0 INSURANCE, INDEMNITY AND LIMITATIONS OF PROFESSIONAL LIABILITY

1. TECTONIC agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon execution of this Agreement. If CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this Agreement unless said loss was caused solely by TECTONIC's own negligence.
3. To the fullest extent permitted by law, the total liability, in the aggregate, of TECTONIC and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming through or under CLIENT, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by TECTONIC or \$50,000, whichever is greater.
4. TECTONIC and CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by TECTONIC, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.
5. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of TECTONIC, including delinquent payment by CLIENT.



**TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT**

6. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g., zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved. TECTONIC shall not be required to execute certificates, consents or reliance letters that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in TECTONIC having to certify the existence of conditions whose existence TECTONIC cannot ascertain. Any certificate will state that it is based on the best of the TECTONIC's knowledge, information, and belief.
7. TECTONIC shall perform its services consistent with the professional skill and care ordinarily provided by engineers performing similar engineering services on projects of similar size, nature and complexity in the same geographic location as the project (the "Standard of Care"). Nothing herein or otherwise shall be construed to extend or exceed the Standard of Care or establish a fiduciary relationship between the parties. Regardless of any term herein or otherwise, TECTONIC makes no express or implied warranty of any kind as to its findings, recommendations, opinions, professional advice, or otherwise with respect to the Services.
8. TECTONIC employees or consultants may act as licensed, certified, or registered professionals (including but not limited to Professional Engineers, Professional Land Surveyors, Licensed Site Remediation Professionals, Environmental Professionals, and Certified Industrial Hygienists collectively referred to in this section as "TECTONIC Professionals") whose duties may include the rendering of independent professional opinions. CLIENT acknowledges that a federal, state, or local agency or other third party may audit or review the services of TECTONIC or other contractor/consultant(s), which audit/review may require additional services, even though TECTONIC and such TECTONIC Professionals have each performed such services in accordance with the Standard of Care set forth herein. CLIENT agrees that any supplemental requirements imposed on CLIENT constitute additional services and CLIENT agrees to compensate TECTONIC for all services performed in response to such an action and its requirements, at the rates set forth in the applicable Proposal, amendment or change order.
9. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as, guarantee that proposals, bid or actual construction cost will not vary from TECTONIC's opinions or estimates of probable construction costs. Any cost related to re-design of the project subsequent to bidding to lower the project cost will be considered additional services for which TECTONIC will be entitled to additional compensation.

4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the scope of services in this Agreement to verify the location of existing utilities. CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or miss-located utilities, or subsurface structures; and for any impact this damage may cause.
2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the scope of services of this Agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known or suspected hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by CLIENT in writing at the time the location diagram is supplied.



TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered, and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the scope of services of this Agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

5.0 CONSTRUCTION SUPPORT SERVICES

1. The presence of TECTONIC's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve any 3rd Party Contractor(s) for construction and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with their respective contracts, any health or safety precautions required by any regulatory agencies, and all other applicable laws, rules, and regulations governing the project. TECTONIC and its personnel have no authority to exercise any control over any 3rd Party Contractor(s), or other entity or their employees in connection with their construction work or any health or safety precautions, programs, or enforcements. CLIENT agrees that any 3rd Party Contractor(s) for construction are solely responsible for job site safety and warrants this intent shall be made evident in CLIENT's agreement with any 3rd Party Contractor(s). CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be named as an additional insured under any 3rd Party Contractor(s)' general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.
2. Before any hazardous or contaminated materials are removed from the site, CLIENT will sign manifests naming CLIENT as the generator of the waste (or, if CLIENT is not the generator, CLIENT will arrange for the generator to sign). CLIENT will select the treatment or disposal facility to which any waste is taken. TECTONIC will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. TECTONIC will not have responsibility for or control of the site or of operations or activities at the site other than its own. TECTONIC will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. CLIENT agrees to defend, indemnify, and hold TECTONIC harmless for any costs or liability incurred by TECTONIC in defense of or in payment for any legal actions in which it is alleged that TECTONIC is the owner, generator, transporter, treater, storer or disposer of hazardous waste.



TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

3. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by any 3rd Party Contractor(s) in accordance with paragraph 2 of Section 5.0, CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of any 3rd Party Contractor(s)' construction work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of any 3rd Party Contractor(s), a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
4. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
5. CLIENT agrees to supply TECTONIC with specifications, plans and other necessary materials for the project pertinent to providing its services.

6.0 **DISPUTE RESOLUTION**

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If the matter is not resolved through mediation, it shall be resolved through litigation in a court of competent jurisdiction in New York State. The parties voluntarily and irrevocably waive their respective right to a trial by jury.



WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM

Proposal No: REV 1 PN 24-0341 Date: 5/21/24 Retainer Amount Required:

Project Name & Location: Newburgh Recreation Center; NY-RT 300 Town of Newburgh, NY (Orange County)

Proposed Services: Special Inspection Materials Testing Services

Proposal Acceptance

Acceptance(Signature): _____ Date: _____

Printed Name: _____ Title: _____

Company or Organization Name: _____

Client Contact Information

All of the following information about the person responsible for the identified tasks must be provided prior to starting work.

Scheduling Work and Receipt of Deliverables	Name:	Phone:	Email:
	Address:		
Receipt of Invoices(Original)	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Copies)	Name:	Phone:	Email:
	Address:		
Issuing Payments of Invoices	Name:	Phone:	Email:
	Address:		

Newburgh Lab Office

280 Little Britain Road, Building 2 | Newburgh, NY 12550
845.563.9081 Tel | 845.563.9085 Fax

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CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

June 4, 2024

Town of Newburgh
1496 Route 300
Newburgh, NY 12550
Attention: Gil Piaquadio

Re: Newburgh Recreation Center, Chadwick Lake Park – Special Inspections & Material Testing Services

Dear Mr. Piaquadio,

On behalf of Advance Testing, I would like to thank you for giving us the opportunity to submit a proposal for the Newburgh Recreation Center at Chadwick Lake Park.

Over our 40-year history in Orange County, we have been honored to contribute to some of the most prestigious construction projects in the region, and our commitment to quality and excellence has earned us a reputation as a trusted and reliable testing and inspection firm. We work to do this by providing a seasoned management team that takes an active role in meetings and progress discussions, a certified and qualified group of technical inspectors and technicians, a fleet of professionally calibrated equipment, and one of the industry's most state-of-the-art materials testing laboratories.

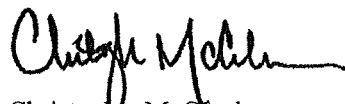
Some key points related to our services, our approach and our involvement with the community, include the following:

- Prior successful project experience and excellent working relationships with the project team, including the Town of Newburgh, Holt Construction and MHE.
- Provided services in support of the Chadwick Lake Filter Plant Resiliency Improvements project in 2022.
- Rates for our services are all-inclusive. Beyond the cost for the services themselves, there are no additional fees for travel time, mileage, reporting, management oversight, meeting attendance, technical support or rush lab testing.
- One of the largest technical teams in Orange County, with a staff of over 125 based from our Campbell Hall office.
- Long-time mentorship program in collaboration with Newburgh Free Academy, providing high school students with summer employment inclusive of technical training, career path development, and exposure to the Orange and Sullivan County business communities.

I have attached a fee schedule inclusive of rates for the anticipated services based on a review of the project drawings, and our service agreement, for your review. As you review our proposal, please do not hesitate to contact me at (845) 496-1600 ext. 215 or cmccracken@advancetesting.com with any questions or to discuss in greater detail.

Thank you again for considering Advance Testing.

Sincerely,



Christopher McCracken
Director of Business Development



CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Gil Piaquadio
Town of Newburgh
June 4, 2024

Newburgh Recreation Center, Chadwick Lake Park
Special Inspection & Material Testing Services
Proposal #P24_0809

FEE SCHEDULE

Technician Type*:	Half Day Rate	Full Day Rate
Soil Compaction Technician	\$ 370.00	\$ 685.00
Concrete** Technician	\$ 335.00	\$ 680.00
Reinforcing Steel & Post-Installed Anchor Inspector	\$ 380.00	\$ 660.00
Bearing Capacity / Footing / Subgrade Inspector	\$ 445.00	\$ 780.00
Steel (Visual, Magnetic Particle, Dye Penetrant) & Bolting Inspector	\$ 490.00	\$ 900.00
Ultrasonic Testing Inspector, including equipment usage	N/A	\$ 900.00

***Technician Notes:** Rate is per each inspector, Monday-Friday. Half day rate includes travel time, mileage, and up to four hours of time on site. Full day rate includes travel time, mileage, and up to eight hours of time on site. Overtime and Saturday rates will be charged at 1.5 times the regular rate. Sunday and Holiday rates will be charged at 2.0 times the regular rate. Please call Advance Testing for all contracted inspection services 24 hours in advance.

****Concrete Notes:**

1. In accordance with ACI 318-11 and ACI 301-10, Building Code Requirements for Structural Concrete, Advance Testing copies the concrete supplier on all concrete compressive strength results. If you would prefer that Advance Testing not send these results to the supplier, please inform Advance Testing of this preference in writing prior to the start of the project.
2. Concrete cylinders are required to be picked up from the project site within 48 hours of being cast. Advance Testing will follow this procedure and pick up any cylinders cast within 48 hours, unless otherwise requested not to do so in writing. Cylinder pick-ups are invoiced at the noted sample pick-up rates as shown on the Fee Schedule.
3. Except as otherwise required by the project specifications, Advance Testing will cast one set of cylinders per 50 yards³ of concrete placed.
4. Advance Testing is not responsible for the mix design or for the QC/QA at the producer unless expressly set forth in Advance Testing's Scope of Work annexed hereto; or for the supplier or contractor's failure to comply with the design, the drawings and specifications, or applicable codes and standards; or for the contractor's means and methods of construction.
5. This Fee Schedule is subject to the terms and conditions of the annexed Service Agreement, which is incorporated as if set forth fully herein.

Please take note that Advance Testing's rates are all-inclusive.

There are NO additional fees for management oversight, technical support, reporting,
meeting attendance, travel time/mileage or rush laboratory testing!

We want to be a part of the project team.

ADVANCE _____ CLIENT _____
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CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Gil Piaquadio
Town of Newburgh
June 4, 2024

Newburgh Recreation Center, Chadwick Lake Park
Special Inspection & Material Testing Services
Proposal #P24_0809

FEE SCHEDULE

Sample Pick-up:	Per Trip
Sample Pick-up Charges (as needed)	\$ 95.00

Equipment:	Per Day
Density Gauge	\$ 60.00

Laboratory Testing:	Price Per Test
Soil Gradation Analysis	\$ 50.00
Wash Sieve Analysis	\$ 35.00
Full Standard or Modified Proctor Test for Soils (min. of 4 points)	\$ 190.00
Compressive Strength of Advance Testing-cast Concrete Cylinders	\$ 170.00

To indicate acceptance of this fee schedule for the above-mentioned project,
Please return a signed copy to our office via email at your earliest convenience.

Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the invoice date shall bear an additional charge of one and one-half (1 ½) percent per month until paid.

Respectfully submitted by: Christopher McCracken

Proposal Accepted and Work Authorized for: Town of Newburgh

Signature/Date

Name

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Gil Piaquadio
Town of Newburgh
June 4, 2024

Newburgh Recreation Center, Chadwick Lake Park
Special Inspection & Material Testing Services
Proposal #P24_0809

ESTIMATE

Service Description	Unit	Unit Cost	Unit Qty	Total
Proctor / Inspection of Soil	Half Day	\$ 370.00	1	\$ 370.00
Bearing Capacity / Subgrade Inspector	Half Day	\$ 445.00	7	\$ 3,115.00
Soil Compaction Testing Technician - Foundation Backfill	Full Day	\$ 685.00	8	\$ 5,480.00
Density Gauge	Per Day	\$ 60.00	8	\$ 480.00
Soil Gradation Analysis	Per Test	\$ 50.00	2	\$ 100.00
Wash Sieve Analysis	Per Test	\$ 35.00	2	\$ 70.00
Full Standard or Modified Proctor Test for Soils	Per Test	\$ 190.00	2	\$ 380.00
Reinforcing Steel Inspector – Foundations & Slab	Half Day	\$ 380.00	11	\$ 4,180.00
Concrete Testing Technician - Foundations	Half Day	\$ 335.00	9	\$ 3,015.00
Compressive Strength of Concrete Cylinders	Per Test	\$ 17.00	66	\$ 1,122.00
Sample Pick-up	Per Trip	\$ 95.00	6	\$ 570.00
Structural Steel & Bolting Inspector	Half Day	\$ 490.00	6	\$ 2,940.00
Concrete Testing Technician - Slab	Full Day	\$ 580.00	4	\$ 2,320.00
Compressive Strength of Concrete Cylinders	Per Test	\$ 17.00	60	\$ 1,020.00
Sample Pick-up	Per Trip	\$ 95.00	2	\$ 190.00
Soil Compaction Testing Technician – Utilities	Per Day	\$ 685.00	5	\$ 3,425.00
Density Gauge	Per Day	\$ 60.00	5	\$ 300.00
Estimated Total – Special Inspection & Materials Testing:				\$ 29,077.00

Estimate Notes: Estimated quantities and costs are based upon review of project specifications and drawings dated 2/28/24. No construction schedule was available for reference at the time of this proposal. Advance Testing will endeavor to perform the inspection and testing services defined in this cost proposal within the costs and estimated fees provided herein. Scope of estimate encompasses the typical NYS Building Code-required special inspections and materials testing. Advance Testing can provide additional inspections and testing as requested by the Town of Newburgh, including site-related items such as asphalt paving and/or concrete walkways.

Please note that the use of a cost estimate is not a guarantee that the services will be completed for that amount. Client understands and agrees that the actual number of inspections or tests performed may differ from the number identified in the cost estimate/proposal because of unforeseen circumstances, changes in anticipated scope or construction schedule, the specific means and methods employed by contractors and other factors beyond the control of Advance Testing, and client agrees to pay Advance Testing for all such inspections/tests performed at the rates set forth herein.

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CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Gil Piaquadio
Town of Newburgh
June 4, 2024

Newburgh Recreation Center, Chadwick Lake Park
Special Inspection & Material Testing Services
Proposal #P24_0809

SERVICE AGREEMENT

This Agreement was made as of **June 4, 2024** by and between ADVANCE TESTING COMPANY, INC., which is a Delaware corporation with principal offices located at 3348 Route 208, Campbell Hall, NY (Hereinafter called "ADVANCE"), and **Town of Newburgh, NY** (Hereinafter called "CLIENT"). CLIENT'S project is **Newburgh Recreation Center, Chadwick Lake Park** (Hereinafter called "PROJECT").

The CLIENT and ADVANCE, for mutual considerations hereinafter set forth, agree as follows:

1. **SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE:** As per attached Proposal dated **June 10, 2024**.
2. **COMPENSATION:** In consideration of the services rendered, the CLIENT agrees to pay ADVANCE as per attached Fee Schedule to the extent ADVANCE performs the services requested.
3. **COMMENCEMENT OF SERVICES:** ADVANCE shall not begin work until ADVANCE has received a fully executed AGREEMENT.
4. **PAYMENT TERMS:** ADVANCE will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the bill's mailing date shall bear an additional charge of one and one-half (1 ½) percent per month until paid. Whenever the amount is past due more than forty-five (45) days after bill mailing, ADVANCE may suspend any further work or document delivery called for by this AGREEMENT until such account is made current. The fact that ADVANCE may continue to work beyond the time during which it may have suspended the work shall not be deemed to be a waiver of its rights hereunder. The CLIENT shall be responsible and shall pay ADVANCE for all costs, including attorney's fees, incurred as a result of the collection of any overdue balances. Any advance payment shall be applied to the last charges on the project.
5. **INSURANCE AND LIMITATIONS:** ADVANCE will maintain statutory workman's compensation insurance, and auto liability insurance to the extent required by law; and general liability insurance as may be reasonably available in the insurance market.
 - a. ADVANCE'S liability for damages resulting from Professional Services errors and omissions shall be limited to a sum not to exceed \$5,000.00 or ADVANCE'S fee, whichever is greater.
 - b. In the event the CLIENT makes a claim in litigation against ADVANCE under the provisions of this AGREEMENT and the CLIENT fails to prove such claim, then the CLIENT shall pay all reasonable charges for ADVANCE'S work, and all costs and expense incurred by ADVANCE in defending itself against the claim, including reasonable attorney fees.
6. ADVANCE shall have the right to declare this AGREEMENT null and void if not executed and returned to ADVANCE by the CLIENT within 30 days.
7. The unit rates in this proposal are based upon the work being performed during regular daytime shifts, Monday through Friday.
8. An automatic increase of 4% will be added at the end of each year.
9. If overtime, weekend or holiday work is required, the following rates shall apply:
 - a. **Monday – Friday:** overtime shall apply after the initial 8 hours of work, and equal 1.5 times the regular rate of the task(s) being performed
 - b. **Saturday:** all time worked shall be billed at 1.5x the regular rate for the task(s) being performed
 - c. **Sunday and Holidays:** all time worked shall be billed at 2.0 times the regular rate for the task(s) being performed.

ADVANCE _____ CLIENT _____
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Since **Advance Testing** 1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Gil Piaquadio
Town of Newburgh
June 4, 2024

Newburgh Recreation Center, Chadwick Lake Park
Special Inspection & Material Testing Services
Proposal #P24_0809

10. A cancellation charge, equal to half-day unit rate (4 hour minimum), will be charged if the scheduled ADVANCE personnel are en route to jobsite, provided and are not utilized, or cannot perform their work because of weather conditions, site conditions, and/or forces beyond their control.
11. Weekend and holiday cancellation charge will be billed at the applicable full-day rate.
12. Reimbursable expenses shall include transportation and per diem expense for out-of-town work, special delivery services, and unusual reproduction expenses.
13. CLIENT is responsible for notifying ADVANCE of all requested testing and inspection services at least 24 hours prior to the date such services are required, as well as for re-inspection of all non-conforming items.
14. ADVANCE reserves the right to adjust the rates quoted herein if this agreement is not approved and returned by the CLIENT within 30 days.
15. The rates used in this proposal are valid for one (1) year from date of issuance.
16. Professional Engineering services will be invoiced at \$ 225.00 per hour subject to adjustment as provided herein.
17. Free and clear access to the work must be provided to ADVANCE personnel by the CLIENT. The CLIENT represents that it has the full legal right, as an owner, tenant, contractor or representative of such party to engage ADVANCE for the services requested and to provide ADVANCE legal access to the premises in order to perform the services, and shall indemnify and hold harmless ADVANCE and its employees against all claims, loss, injury and damage including without limitation ADVANCE'S reasonable legal fees and costs in the event such representation is not true.
18. CLIENT shall not, whether directly or indirectly, during the time period in which ADVANCE is performing services for CLIENT under this Agreement and for a period of twenty-four (24) months thereafter, offer employment to any employee of ADVANCE, solicit any employee of ADVANCE for employment with CLIENT, or otherwise engage the services of any employee of ADVANCE, without the express written consent of ADVANCE by its President.
19. CLIENT agrees that a scanned and electronically stored version of this document may be employed for all purposes, and shall be admissible in any legal proceeding as if it were an original.
20. ADVANCE shall not be responsible for continuous or exhaustive inspection or testing, it being understood that ADVANCE shall conduct such inspections and testing in accordance with prevailing industry standards.
21. No party other than the CLIENT shall be entitled to rely or claim reliance on services performed by ADVANCE hereunder.
22. This document embodies the complete integration of the parties' agreement and all prior representations, promises and conditions are merged herein. This agreement may not be changed or modified except in a writing signed by both parties.

This AGREEMENT is effective on the last signed date.

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ADVANCE TESTING COMPANY, INC.
3348 Route 208
Campbell Hall, NY 10916

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: James P. Smith, Jr.
TITLE: President
DATE: _____

ADVANCE _____ CLIENT _____
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LAB PHOTOS & ACCREDITATIONS

**Advance
Testing**

ADVANCE TESTING LABORATORY • CAMPBELL HALL, NY

Size: 15,000 ft², divided by task / work area

Accreditations: AASHTO/AMRL, IAS Special Inspection Agency, NVLAP, Army Corps of Engineers, CCRL, NYC Department of Buildings Concrete

Lab Disciplines of Service: Asphalt, Soils, Aggregates, Concrete

Corporate Headquarters



Lab A



**Advance
Testing**

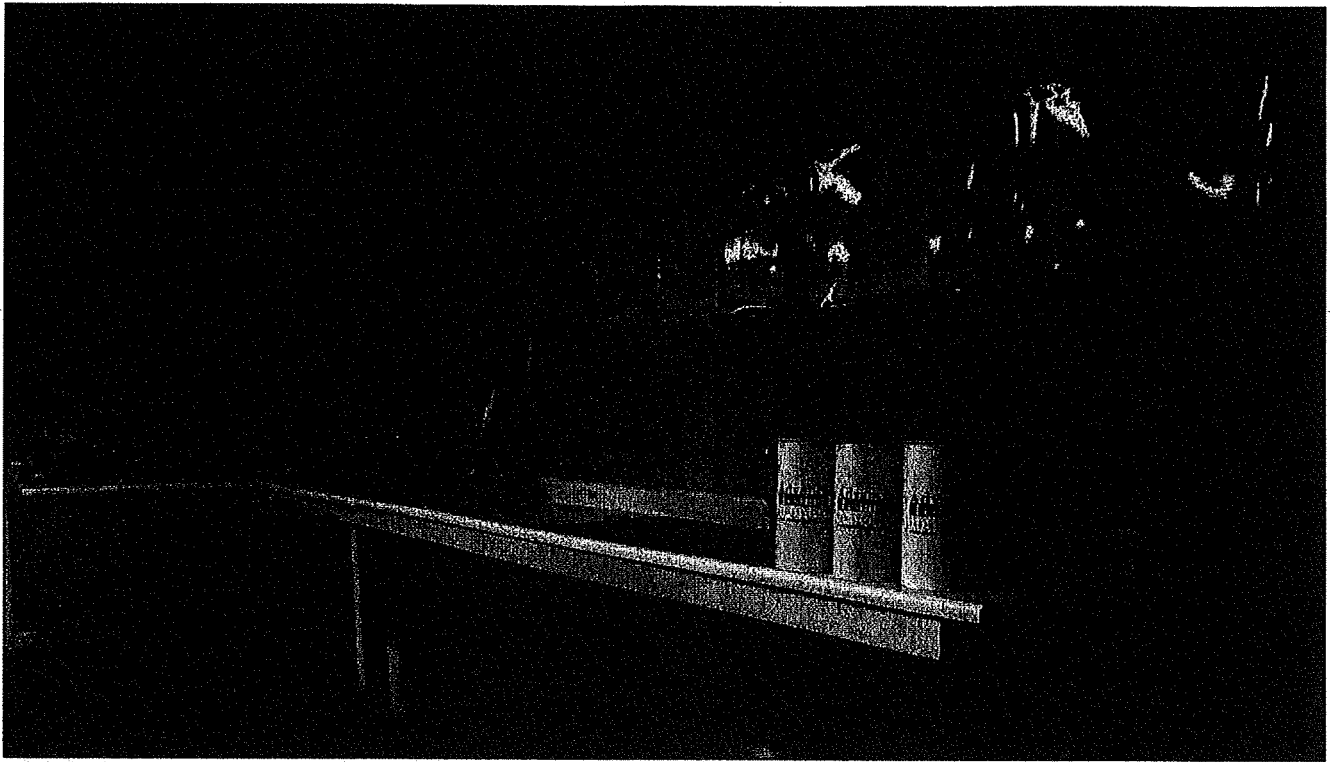
Petrography & Specialty Services Lab



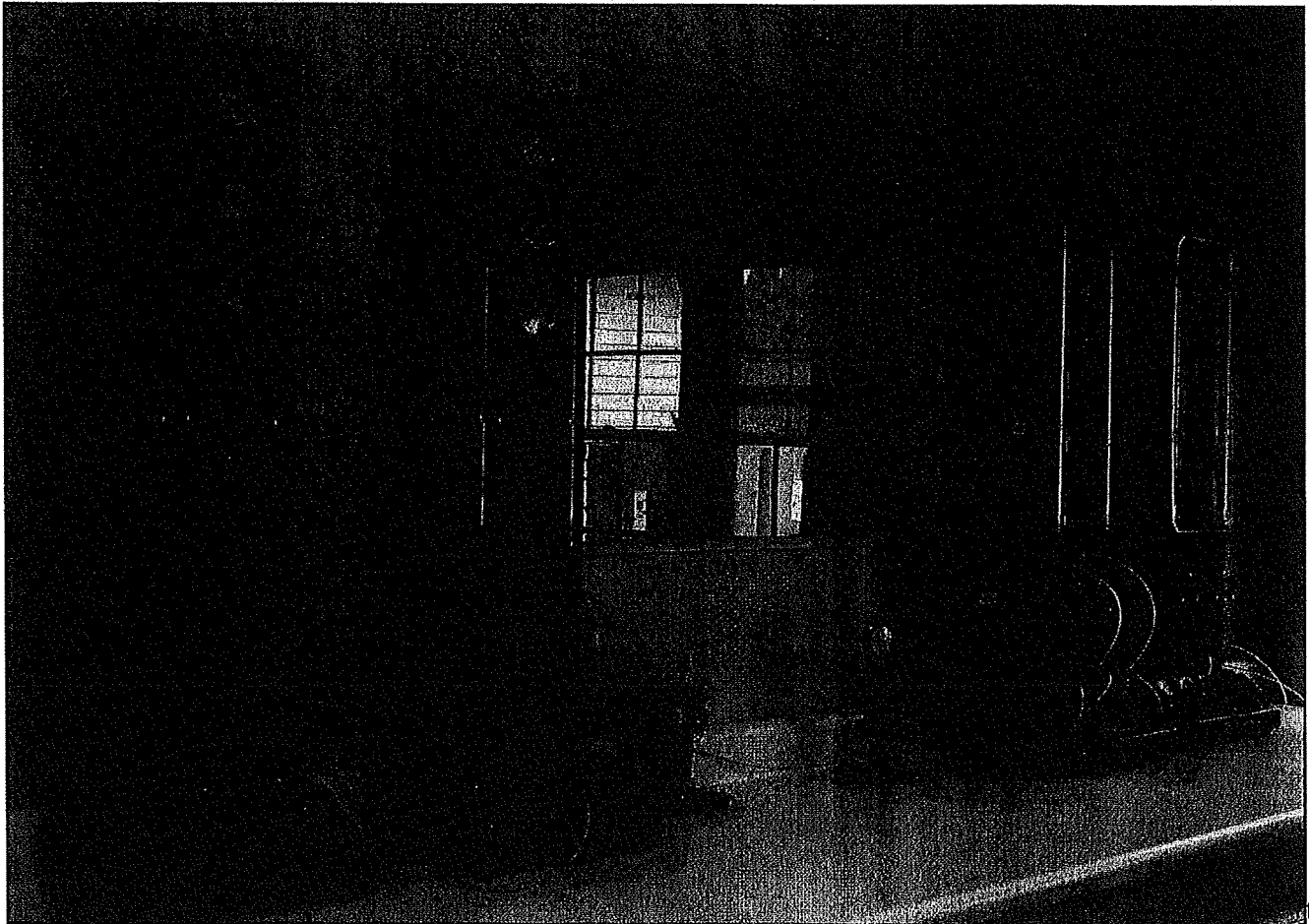
Petrographic Analysis



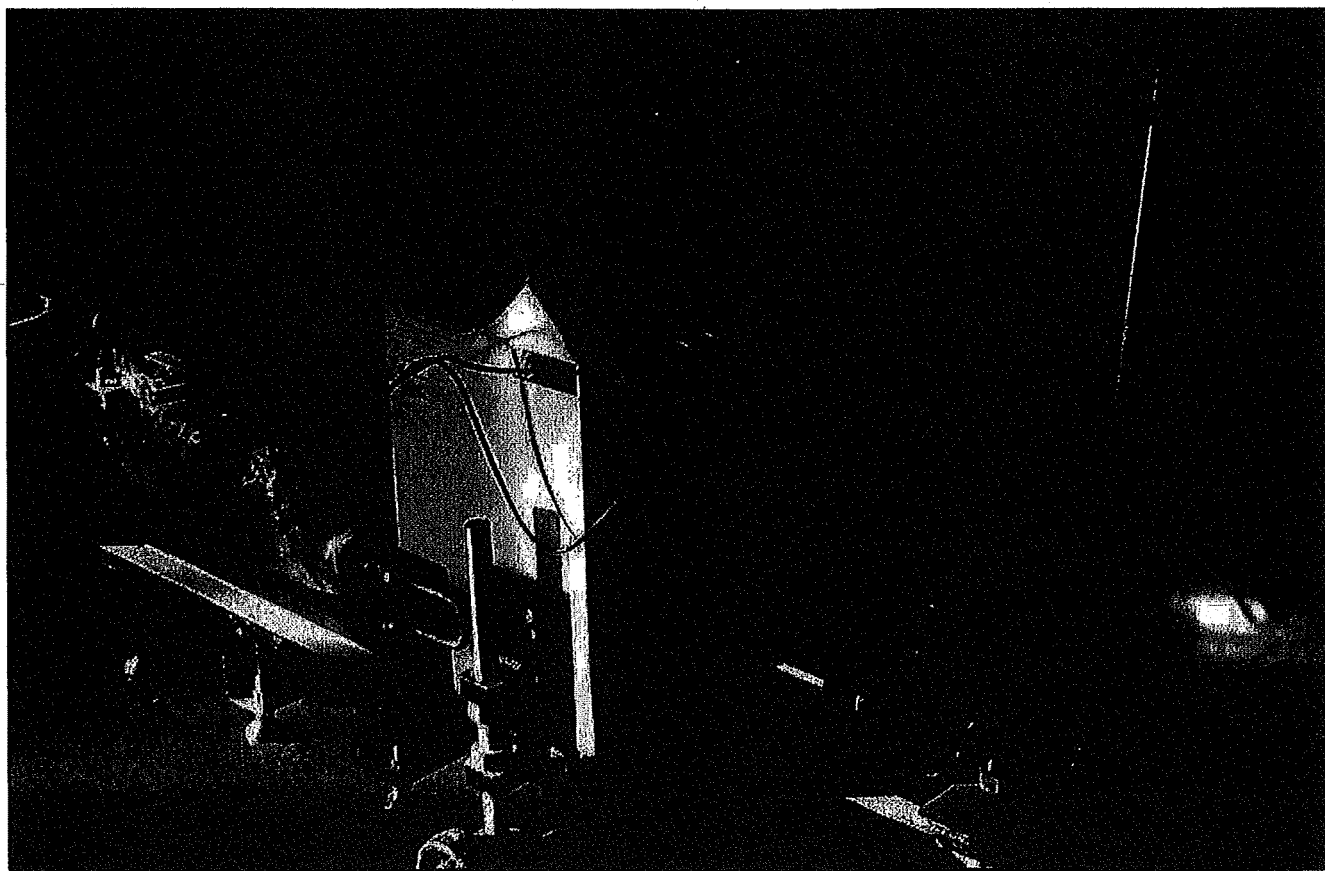
Lab A: Rice Stations with Custom Procedural Posters



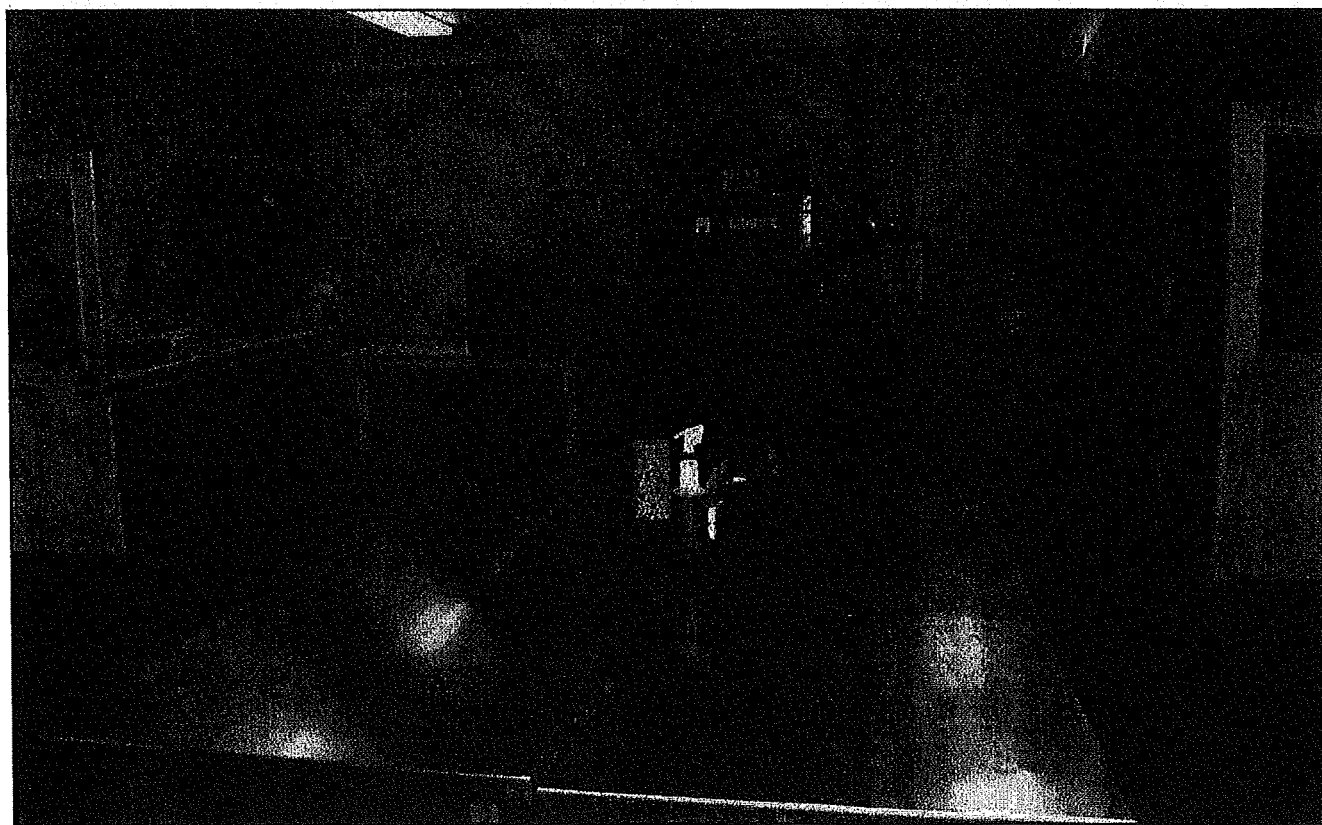
Lab A: Triaxial Permeability Stations



Shear Box



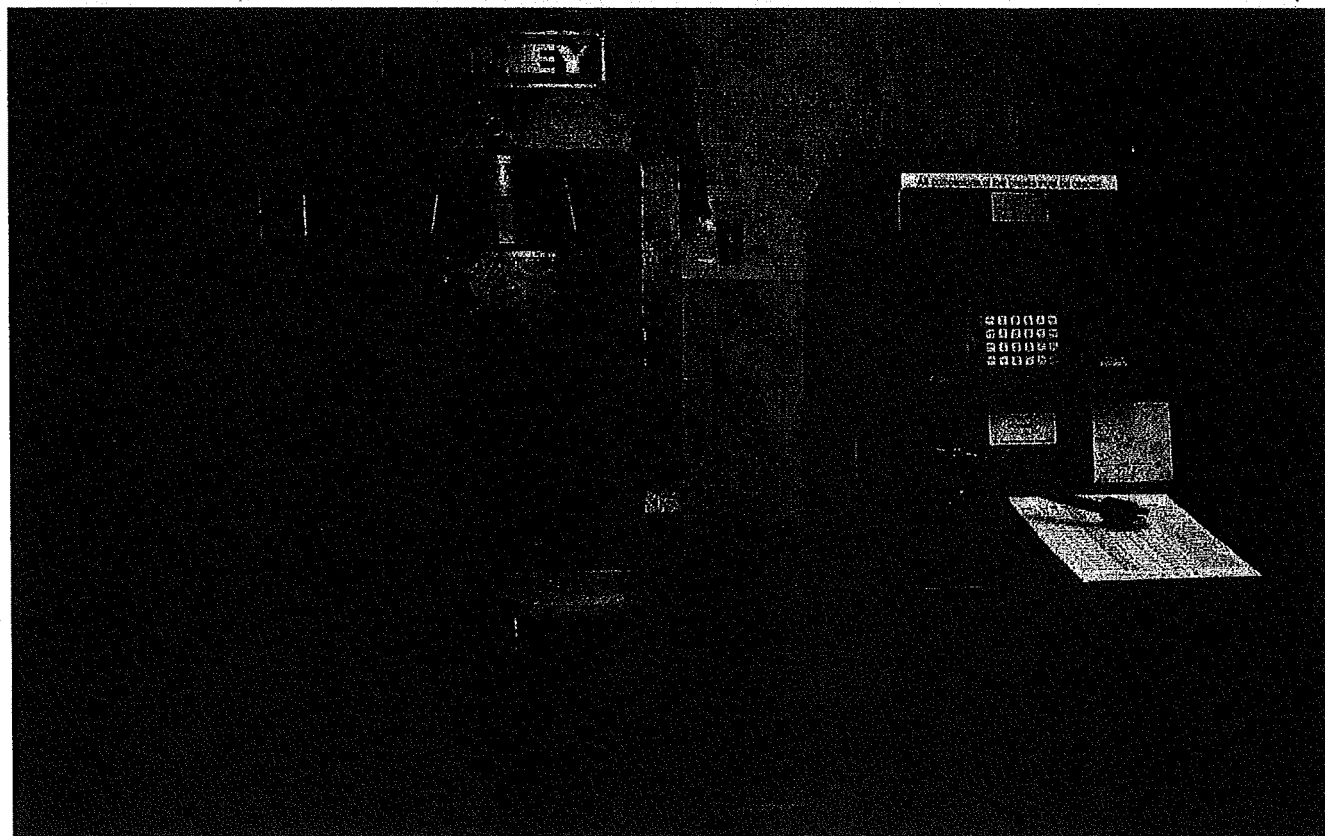
Lab B



Soils Testing / Shaker Room



Lab C: Compressive Strength Testing (machine shown below has a capacity of 400,000 lbs.)



Block & High Strength Concrete Compressive Strength Machine
(machine shown below has a capacity of 700,000 lbs.)



Lab C: Concrete Testing



The ACIL Customer Service Quality Award 2023 - 2024

Awarded to

Advance Testing Company, Inc.
Campbell Hall, NY

*For Demonstrated Ethics,
Customer Service
and Quality*



Richard Bright,
Chief Operating Officer, ACIL



2023 - 2024

SPECIAL RECOGNITION

TOP

Customer Satisfaction

Advance Testing Company, Inc.
Campbell Hall, NY

The ACIL Customer Service
Quality Award



Richard Bright,
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2023 - 2024

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TIMELINESS

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Results found: 1

Advance Testing Company, Inc.

Campbell Hall, New York [Show This Entry Only](#)

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Emily Rodriguez
3348 Route 208
Campbell Hall , New York 10916-3508

Phone: (845) 496-1600

Fax:

notifications@advancetesting.com

<http://www.advancetesting.com>

Quality Management System - accredited since 3/15/1991

R18, C1077 (Aggregate), C1077 (Concrete), C1093 (Masonry), C1222 (Cement), D3666 (Aggregate), D3666 (Asphalt Mixture), D3740 (Soil), E329 (Aggregate), E329 (Asphalt Mixture), E329 (Concrete), E329 (Masonry), E329 (Soil), E329 (Sprayed Fire-Resistive Material)

Asphalt Binder - accredited since 2/21/2006

T49, D5

Asphalt Mixture - accredited since 3/15/1991

R30, R35, R47, R59, R68, T30, T164, T166, T168, T209, T245, T269, T283, T305, T308, T312, T324, T329, T331, T355, D979, D1856, D2041, D2172, D2726, D2950, D3203, D3549, D4867, D5444, D6307, D6390, D6752, D6925, D6926, D6927

Soil - accredited since 5/1/1996

R58, T88, T89, T90, T99, T100, T180, T191, T193, T208, T215, T216, T236, T265, T267, T288, T289, T296, T297, T310, T311, D421, D422, D698, D854, D1140, D1556, D1557, D1883, D2166, D2216, D2434, D2435, D2487, D2488, D2850, D2974, D3080, D4253, D4254, D4318, D4718, D4767, D4972, D5084, D6938

Rock - accredited since 3/23/2018

D5312, D5313

Aggregate - accredited since 5/1/1996

R76, R90, T11, T19, T21, T27, T37, T84, T85, T96, T100 (Mineral Filler), T104, T112, T113, T176, T255, T304, T327, T335, CRD-C130, C29, C40, C88, C117, C123, C127, C128, C131, C136, C142, C295, C535, C566, C702, C1252, D75, D546, D2419, D4791, D5821, D6928, D7428

Sprayed Fire-Resistive Material - accredited since 5/5/2011

E605; E736

Concrete - accredited since 3/15/1995

M201, R39, R60, R100, T22, T24, T97, T119, T121, T152, T160, T161, T162, T196, T197, T198, T231 (7000 psi and below), T277, T303, T309, T347, T358, C31, C39, C42, C78, C138, C143, C157, C172, C173, C192, C215, C227, C231, C305, C403, C457, C469, C496, C511, C617 (7000 psi and below), C642, C666, C672, C803, C856, C944, C1064, C1105, C1152, C1202, C1218, C1231 (7000 psi and below), C1260, C1293, C1437, C1542, C1567, C1581, C1610, C1611, C1621

Ultra-High Performance Concrete - accredited since 3/17/2022

C1856-C31, C1856-C39, C1856-C42, C1856-C157, C1856-C191, C1856-C192, C1856-C666, C1856-C944, C1856-C1202, C1856-C1437

Cement - Physical Tests - accredited since 12/29/2016

M201, R71, T106, T129, T131, T162, C109, C183, C187, C191, C305, C452, C511, C1012, C1437

Masonry - accredited since 8/31/2006

T106 / C109 (Compressive Strength of Hydraulic Cement Mortars (Using 2-in. Cube Specimens))

T137 / C185 (Air Content of Hydraulic Cement Mortar)

T162 / C305 (Mechanical Mixing of Hydraulic Cement Pastes and Mortars of Plastic Consistency)

M201 / C511 (Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes)

C67 (Brick: Absorption)

C67 (Brick: Capping)

C67 (Brick: Compressive Strength)

C67 (Brick: Initial Rate of Absorption)

C67 (Brick: Measurement)

C67 (Brick: Specimen Preparation)

C140 (Concrete Masonry Units) (Sampling and Testing Concrete Masonry Units and Related Units)

C426 (Linear Drying Shrinkage of Concrete Masonry Units)

C780 (Annex 1) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry - Consistency by Cone Penetration)

C780 (Annex 6 - Cubes) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry - Compressive Strength of Cubes)

C780 (Annex 6 - Cylinders) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry - Compressive Strength of Cylinders)

C1019 (Sampling and Testing Grout)

C1262 (Evaluating the Freeze-Thaw Durability of Dry-Cast Segmental Retaining Wall Units and Related Concrete Units)

C1314 (Compressive Strength of Masonry Prisms)

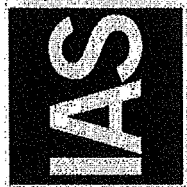
C1437 (Flow of Hydraulic Cement Mortar)

C1506 (Water Retention of Hydraulic Cement-Based Mortars and Plasters)

C1552 (Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing)

C1645 (Freeze-thaw and De-icing Salt Durability of Solid Concrete Interlocking Paving Units)

Please note that our accreditations do not include an expiration date. An accreditation only expires when the laboratory fails to comply with our accreditation requirements.



INTERNATIONAL
ACCREDITATION
SERVICE®

CERTIFICATE OF ACCREDITATION

This is to attest that

ADVANCE TESTING COMPANY, INCORPORATED

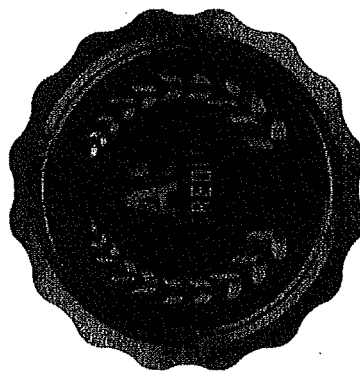
3348 ROUTE 208
CAMPBELL HALL, NEW YORK 10916, U.S.A.

Special Inspection Agency SIA-142-NY (Type A)

has met the requirements of the applicable provisions of AC291, IAS Accreditation Criteria for Special Inspection Agencies, has demonstrated compliance with ISO/IEC Standard 17020:2012, *Conformity assessment - Requirements for the operation of various types of bodies performing inspection*, Rules of City of New York, 1RCNY 101-06, and applicable New York City Building Code® Chapter 17, Section BC 1704. This organization is accredited to provide the services specified in the scope of accreditation.

Valid thru August 1, 2024

Effective Date May 12, 2023



President

Visit www.iasonline.org for current accreditation information.

SCOPE OF ACCREDITATION

International Accreditation Service, Inc.

3060 Saturn Street, Suite 100, Brea, California 92821, U.S.A. | www.iasonline.org

ADVANCE TESTING COMPANY, INCORPORATED

www.advancetesting.com

Contact Name Christopher W. Brower

Contact Phone +1-845-496-1600

Accredited to ISO/IEC 17020:2012

Effective Date May 12, 2023

Section 5 of IAS AC291 is replaced by Rules of City of New York, 1RCNY 101-06, Appendix A and applicable New York City Building Code® Chapter 17, Section BC 1704.

Field and Types of Inspection	Inspection Procedures and Reference Documents
Management System Documentation: QM, Rev 2020VI(Aug 28, 2020), QSM Appendix, Technical HB(3 Volumes) for applicable NYC Construction Codes and 1RCNY 101-06, Rules of the City of New York	
GENERAL BUILDING CONSTRUCTION	
Exterior Insulation Finish Systems (EIFS)	1704.13
Fire Protection Systems & Fire-Resistant Construction	
Sprayed Fire-resistant Materials	1704.11
Mastic and Intumescent Fire-resistant Coatings	1704.12
Structural Materials & Construction Operations	
Structural Steel – Welding	1704.3.1
a. Ultrasonic Inspection	1704.3.1
b. Magnetic Particle Inspection	1704.3.1
c. Liquid Dye Penetrant Inspection	1704.3.1
Structural Steel – Details	1704.3.2
Structural Steel High Strength Bolting	1704.3.3
Structural Cold-formed Steel	1704.3.4
Concrete Cast-in-place	1704.4
Concrete Precast	1704.4
Prestressed Concrete	1704.4
Masonry	1704.5
Subgrade Inspection	1704.7.1
Subsurface Conditions – Fill Placement & In-Place Density	1704.7.2, 1704.7.3
Subsurface Investigations (Borings/Test Pits)	1704.7.4

SCOPE OF ACCREDITATION

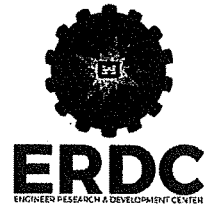
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Field and Types of Inspection	Inspection Procedures and Reference Documents
Deep Foundation Elements	1704.8
Helical Piles	1704.8.5
Vertical Masonry Foundation Elements	1704.9
Post Installed Anchors	1704.32



USACE CERTIFICATE
OF
LABORATORY VALIDATION



Advance Testing Company, Inc.

3348 Route 208
Campbell Hall, NY, United States
Emily Rodriguez
(845) 496-1600

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:

07 SEP 2023 AT 11:51 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 08/03/2025

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: <https://mtc.erdcdren.mil>

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

Aggregate - C 29 - Unit Weight and Voids in Aggregate
Aggregate - C 40 - Organic Impurities
Aggregate - D 75 - Sampling
Aggregate - C 88 - Sulfate Soundness
Aggregate - C 117 - Material Finer than 75 μ m (No. 200) Sieve
Aggregate - C 123 - Lightweight Particles
Aggregate - C 127 - Specific Gravity & Absorption in Coarse Aggregate
Aggregate - C 128 - Specific Gravity & Absorption in Fine Aggregate
Aggregate - CRD 130 - Scratch Hardness
Aggregate - C 131 - Los Angeles Abrasion Resistance on Small-Size Coarse Aggregate
Aggregate - C 136 - Sieve Analysis of Aggregates
Aggregate - C 142 - Clay Lumps
Aggregate - C 295 - Petrographic Examination
Aggregate - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Aggregate - C 535 - Los Angeles Abrasion Resistance on Large Size Coarse Aggregate
Aggregate - C 566 - Total Moisture Content
Aggregate - CRD 662 - Determining Potential ASR of Cementitious Materials, Lithium Nitrate Admix and Aggregate (Accel Mortar Bar)
Aggregate - C 702 - Reducing Samples to Testing Size
Aggregate - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Aggregate - C 1252 - Uncompacted Void Content of Fine Aggregate (as influenced by particle shape, surface texture, and grading)
Aggregate - D 2419 - Sand Equivalent Value
Aggregate - D 3666 - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Aggregate - D 4791 - Flat and Elongated Particles in Coarse Aggregate
Aggregate - D 5821 - Percentage of Fractured Particles in Coarse Aggregate
Aggregate - D 6928 - Resistance of Coarse Agg to Degradation by Abrasion in the Micro-Deval Apparatus
Aggregate - D 7428 - Resistance of Fine Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus

Bituminous - D 5 - Penetration
 Bituminous - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
 Bituminous - D 979 - Sampling Bituminous Paving Mixtures
 Bituminous - D 1856 - Recovery of Asphalt by Abson
 Bituminous - D 2041 - Theoretical Maximum Specific Gravity & Density (Rice)
 Bituminous - D 2172 - Quantitative Extraction
 Bituminous - D 2726 - Bulk Specific Gravity and Density
 Bituminous - D 2950 - Density of Bituminous Concrete in Place by Nuclear Methods
 Bituminous - D 3203 - Percent Air Voids
 Bituminous - D 3549 - Thickness or Height of Compacted Asphalt Mixture Specimens
 Bituminous - D 3666 - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
 Bituminous - D 4867 - Effect of Moisture
 Bituminous - D 5444 - Mechanical Size Analysis of Extracted Aggregate
 Bituminous - D 6307 - Asphalt Content of Hot-Mix Asphalt by Ignition Method
 Bituminous - D 6390 - Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures
 Bituminous - D 6752 - Bulk Specific Gravity and Density of Comp Asphalt - Automatic Vacuum Sealing Method
 Bituminous - D 6925 - Relative Density of Asphalts by Superpave Gyrotory Compactor
 Bituminous - D 6926 - Preparation of Bituminous Specimens using Marshall
 Bituminous - D 6927 - Marshall Stability and Flow of Bituminous Mixtures

Cement - C 183 - Sampling and the Amount of Testing of Hydraulic Cement
 Cement - C 187 - Amount of Water Required for Normal Consistency of Hydraulic Cement Paste
 Cement - C 191 - Time of Setting of Hydraulic Cement by Vicat Needle
 Cement - C 1012 - Length Change of Hydraulic Cement Mortars Exposed to a Sulfate Solution

Concrete - C 31 - Making and Curing Test Specimens in the Field
 Concrete - C 39 - Compressive Strength of Cylindrical Specimens
 Concrete - C 42 - Drilled Cores and Sawed Beams
 Concrete - C 78 - Flexural Strength by Third Point Loading
 Concrete - C 138 - Unit Weight and Air Content by Gravimetric
 Concrete - C 143 - Slump
 Concrete - C 157 - Length Change of Concrete and Mortars
 Concrete - C 172 - Sampling
 Concrete - C 173 - Air Content by Volumetric ***required if C231 not performed***
 Concrete - C 192 - Making and Curing Test Specimens in Laboratory
 Concrete - C 215 - Fundamental Frequencies of Concrete
 Concrete - C 231 - Air Content by Pressure ***required if C173 not performed***
 Concrete - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
 Concrete - C 403 - Time of Setting by Penetration Resistance
 Concrete - C 457 - Air-Void System by Microscopic Determination
 Concrete - C 469 - Static Modulus of Elasticity and Poisson's Ratio
 Concrete - C 495 - Compressive Strength of Lightweight Insulating Concrete
 Concrete - C 496 - Splitting Tensile Strength
 Concrete - C 511 - Moist Cabinets, Moist Rooms, Water Storage Tanks
 Concrete - C 617 - Capping Cylindrical Specimens
 Concrete - C 642 - Density, Absorption, and Voids
 Concrete - C 666 - Freezing & Thawing Concrete Specimens
 Concrete - C 672 - Scaling Resistance by Deicing Chemicals
 Concrete - C 803 - Penetration Resistance of Hardened Concrete
 Concrete - C 856 - Petrographic Examination of Hardened Concrete
 Concrete - C 944 - Abrasion Resistance by Rotating-Cutter Method
 Concrete - C 1064 - Temperature of Concrete
 Concrete - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
 Concrete - C 1152 - Acid-Soluble Chloride in Concrete
 Concrete - C 1202 - Electrical Indication of Concrete to Resist Chloride Ion
 Concrete - C 1218 - Water-Soluble Chloride in Concrete
 Concrete - C 1231 - Unbonded Caps
 Concrete - C 1542 - Measuring Length of Concrete Cores
 Concrete - C 1567 - Potential Alkali Silica Reactivity Cementitious Materials and Aggregate Accelerated Mortar Bar Method
 Concrete - C 1581 - Determining Age at Cracking and Induced Tensile Stress Characteristics of Mortar and Concrete Under Restrained Shrinkage
 Concrete - C 1610 - Static Segregation of Self-Consolidating Concrete Using Column Technique
 Concrete - C 1611 - Slump Flow of Self-Consolidating Concrete
 Concrete - C 1621 - Passing Ability of Self-Consolidating Concrete by J-Ring

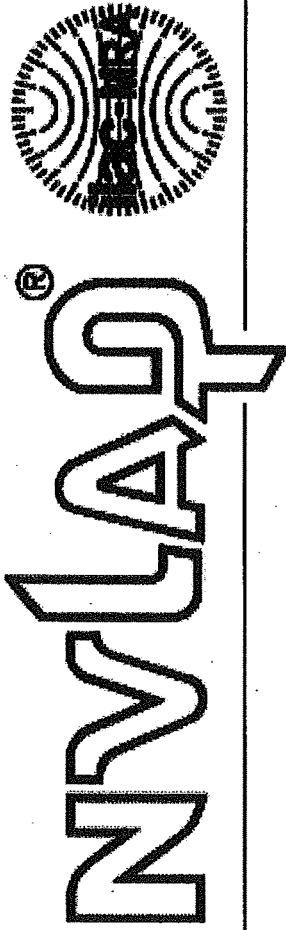
Masonry - C 67 - Sampling and Testing Brick and Structural Clay Tile
Masonry - C 109 - Compressive Strength of Cement Mortars Using Cubes (Field Cube Fab. - Compression Testing Only)
Masonry - C 109 - Compressive Strength of Cement Mortars Using Cube Specimens
Masonry - C 140 - Sampling and Testing Concrete Masonry and Related Units
Masonry - C 185 - Air Content of Hydraulic Cement Mortar
Masonry - C 305 - Mechanical Mixing of Cement Pastes & Mortars of Plastic Consistency
Masonry - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Masonry - C 426 - Linear Drying Shrinkage of Concrete Masonry Units
Masonry - C 511 - Mixing Rooms, Moist Cabinets, Cure Tanks
Masonry - C 780 - Evaluation of Mortars for Plain and Reinforced Unit Masonry
Masonry - C 1019 - Sampling and Testing Grout
Masonry - C 1093 - Masonry Testing Standard (Quality Standards)
Masonry - C 1262 - Freeze-Thaw Durability of Dry-Cast Segmental Retaining Wall and Related Concrete Units
Masonry - C 1314 - Compressive Strength of Masonry Prisms
Masonry - C 1437 - Flow of Hydraulic Cement Mortar
Masonry - C 1506 - Water Retention of Hydraulic Cement-Based Mortars and Plasters
Masonry - C 1552 - Capping Concrete Masonry Units and Related for Compression Testing
Masonry - C 1645 - Freeze-thaw and De-icing Salt Durability of Solid Concrete Interlocking Paving Units

Rock - CRD 144 - Resistance of Rock to Freezing and Thawing
Rock - CRD 148 - Expansive Breakdown on Soaking in Ethylene Glycol
Rock - CRD 169 - Resistance of Rock to Wetting and Drying
Rock - D 5240 - Evaluating Durability of Rock for Erosion Control Using Sodium Sulfate or Magnesium Sulfate
Rock - D 5312 - Durability of Rock to Freezing and Thawing
Rock - D 5313 - Durability of Rock to Wetting and Drying

Soils - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Soils - D 421 - Dry Preparation for Particle Size Distribution & Soil Constants
Soils - D 422 - Particle Size Analysis (Sieve and Hydrometer)
Soils - D 698 - Compaction Characteristics by Standard Effort
Soils - D 854 - Specific Gravity of Soils
Soils - D 1140 - Material Finer than 75 μ m (No. 200) Sieve
Soils - D 1556 - Density & Unit Weight by Sand Cone
Soils - D 1557 - Compaction Characteristics by Modified Effort
Soils - D 1883 - CA Bearing Ratio (CBR)
Soils - D 2166 - Unconfined Compressive Strength
Soils - D 2216 - Water Content
Soils - D 2434 - Permeability of Granular Soils (Constant Head Method) (Withdrawn 2015)
Soils - D 2435 - One-Dimensional Consolidation Properties
Soils - D 2487 - Classification of Soils
Soils - D 2488 - Description & Identification of Soils (Visual-Manual Procedure)
Soils - D 2850 - Unconsolidated, Undrained Strength in Triaxial Compression
Soils - D 2974 - Moisture, Ash, & Organic Matter of Peat & Other Organic Soils
Soils - D 3080 - Direct Shear Test in Consolidated Drained Conditions
Soils - D 3740 - Soil and Rock Testing Standards (Quality Standard)
Soils - D 4253 - Maximum Index Density by Vibratory Table
Soils - D 4254 - Minimum Index Density
Soils - D 4318 - Liquid & Plastic Limits & Plasticity Index
Soils - D 4718 - Correction of Unit Weight and Water Content for Soils Containing Oversize Particles
Soils - D 4767 - Consolidated-Undrained Triaxial Compression
Soils - D 4972 - pH of Soils
Soils - D 5084 - Hydraulic Conductivity using a Flexible Wall Permeameter
Soils - D 6938 - Density and Water Content by Shallow Depth Nuclear Method

Sprayed Fire Resistive - E 605 - Thickness and Density of Sprayed Fire Resistive Material (SFRM) Applied to Structural Members
Sprayed Fire Resistive - E 736 - Cohesion Adhesion of Sprayed Fire Resistive Materials Applied to Structural Members

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200514-0

Advance Testing Company Inc.

Campbell Hall, NY

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Construction Materials Testing

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2023-03-27 through 2024-03-31

Effective Dates



[Signature]

For the National Voluntary Laboratory Accreditation Program