

#15A

AGREEMENT FOR ENGINEERING SERVICES

Between the

Town of Newburgh

and

MHE Engineering, D.P.C.

For Professional Services

Related to

**Town of Newburgh Courthouse Improvements
Design, Bidding, and Construction Phase Services**

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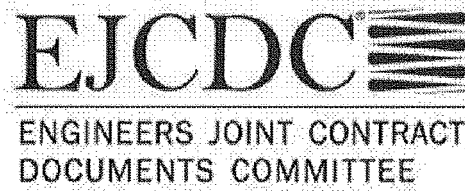
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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Newburgh** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Courthouse Improvements** (Project). Engineer's services under this Agreement (Services) are generally identified as **preparation of design plans and specifications, bidding phase and construction phase services for improvements to the Town of Newburgh Courthouse located at 311 Route 32, Newburgh, NY.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. Engineer shall prepare plans and specifications suitable for public bid for the improvements to the Town of Newburgh Justice Court courtroom located at 311 Route 32, Newburgh, NY. It is understood the scope of work is limited to new wall finishes, new Judges Bench, Jury Box, Witness Stand and Court Reporter station. It is understood the Town has received a New York State Unified Court System, Justice Court Assistance Program grant to assist with the costs of the Project. Town will provide Engineer with all requirements of all funding sources and requirements which must be included in the bid package.
- C. Engineer shall provide Bidding Phase Services in accordance with Appendix 2.
- D. Grant Administration, if required, can be provided on an hourly basis.
- E. Engineer shall provide Construction Phase Services in accordance with Appendix 3.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner

observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time. In the event the scope outlined in Section 1.01 is annexed, specific periods of time for rendering services of specific dates by which services are to be completed are provided therein and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.2.
- E. Basis of Payment
 - 1. **Hourly Rates.** Owner shall pay Engineer as follows:
 - a. **Section 1.01B & 1.01C - \$7,000 Hourly Estimated**
 - b. **Section 1.01D & 1.01E** shall be provided at an hourly rate in accordance with the Municipal Standard Fee Schedule rates of Appendix 1.

- c. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - d. In Accordance with Engineer's Standard Hourly Rate Schedule, updated annually every 1 January of each year. Current year rate schedule is attached herein as Appendix 1.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.
- G. *Client's acceptance of funding many times requires plans, specifications, and contract documents to meet specific standards of the funding agency. These standards are typically above and beyond what can be considered standard and customary for projects using clients General Funds. Client resolves that additional services are required by the Engineer to meet these standards, which will be tracked and billed on an hourly basis.

5.01 Termination

A. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

- C. **Payments Upon Termination:** In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable

construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the limits of Engineer's Professional Liability insurance policy or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend

performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Non-Direction of Asbestos Consultant

Should it become necessary for Owner/Client to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE provides to Owner/Client in identifying the Asbestos Consultant, it is the Owner/Client and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.

As requested by Owner/Client, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner/Client regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.

- N. Engineer shall maintain on file in legible form, for a period of seven (7) years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or

becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Bidding and/or Negotiating Phase Services and Related Matters

Appendix 3, Construction Phase Services and Related Matters

This Agreement's Effective Date is _____.

Owner:

Town of Newburgh

(name of organization)

By: _____

(authorized individual's signature)

Date: _____

(date signed)

Name: Gilbert Piaquadio

(typed or printed)

Title: Town Supervisor

(typed or printed)

Address for giving notices:

1496 Route 300

Newburgh, NY 12550

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By: _____

(authorized individual's signature)

Date: 4/23/2026

(date signed)

Name: Michael W. Weeks, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

MUNICIPAL STANDARD FEE SCHEDULE

A. HOURLY RATES:

Firm Representative	Hourly
Principal	\$ 213.00
Associate	\$ 200.00
Senior Engineer	\$ 193.00
Senior Architect	\$ 193.00
Senior GIS Analyst	\$ 190.00
Senior Project Manager	\$ 186.00
Senior Planner	\$ 185.00
Project Engineer	\$ 155.00
Project Manager	\$ 150.00
Staff Professional	\$ 129.00
Technician III	\$ 135.00
Technician II	\$ 128.00
Technician I	\$ 118.00
Engineering Intern	\$ 70.00
Intern Support	\$ 50.00
Administrative Services	\$ 110.00
Clerical/Secretarial	\$ 75.00

B. GENERAL CONDITIONS:

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.25 per photocopy (8.5" x 11") and in-house \$3.60 per D size plan (24" x 36") and \$5.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.

This is **Appendix 2, Further Description of Bidding and/or Negotiating Phase Services and Related Matters**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

FURTHER DESCRIPTION OF BIDDING AND/OR NEGOTIATING PHASE SERVICES AND RELATED MATTERS:

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1. Collect and include in the bid package work provided by others, including but not limited to site surveys, property surveys, existing conditions plans, etc. Survey work for the project shall be performed by surveyors retained / employed by the Owner.
2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. Consult with and advise OWNER as to the acceptability of contractors, suppliers and other persons and organizations proposed (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
5. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

This is **Appendix 3, Further Description of Construction Phase Services and Related Matters** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

FURTHER DESCRIPTION OF CONSTRUCTION PHASE SERVICES AND RELATED MATTERS:

Construction Phase Services will be provided with assistance from other Prime Consultants and Designers. ENGINEER will coordinate and provide construction observation and administration for the project with input and on-site assistance as required from other consultants who have provided plans and specifications for the project. Technical resolutions and/or clarifications will be made by those Design Professional responsible for the scope of work requiring additional information.

During the Construction Phase, ENGINEER shall provide the following:

1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative to the extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned below, and except as ENGINEER may otherwise agree in writing.
 - a. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall advise OWNER of the progress of the work.
 - b. The purpose of ENGINEER's periodic visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

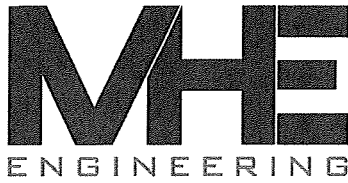
2. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
3. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
4. Shop Drawings (if applicable). ENGINEER shall review and accept (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
5. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
6. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
7. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
8. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:
 1. a. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the money's paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
9. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
10. Final Field Review. ENGINEER shall conduct a final field review to determine if the work is substantially complete and to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this agreement.
11. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

12. Operational Phase. (if applicable).

During the Operational Phase, ENGINEER shall, when requested by OWNER:

- a. Provide assistance in the closing of any financial or related transaction for the Project.
- b. Provide assistance in connection with the refining and adjusting of any equipment or system.
- c. Assist OWNER in training OWNER's staff to operate and maintain the Project.
- d. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- e. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- f. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.



#15C

2 March 2026

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

**RE: Newburgh Recreation Center
Change Order 33 – Entrance Paving**

Summary: Additional cost is to furnish and install additional asphalt paving at the Park entrance due to NYS Department of Transportation requirements adjacent to the project's water main tie-in.

Change Order Amount: \$15,703.00

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'Michael J. Lamoreaux', written over a horizontal line.

Michael J. Lamoreaux, P.E.
Principal

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

CHANGE ORDER NO.: 33

Owner: Town of Newburgh	Owner's Project No.:
Engineer: MHE Engineering, D.P.C.	Engineer's Project No.: 21-135
Contractor: O'Connor Company	Contractor's Project No.:
Project: Newburgh Recreation Center Project	
Contract Name: General Construction	
Date Issued: 02/17/2026	Effective Date of Change Order: 02/17/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Additional paving adjacent to water main tie-in at Park Entrance as required by NYSDOT Permit.**

Attachments:

- **O'Connor PCO-035-R2 dated 01/23/2026.**

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 12,106,100.00		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	
Increase from previously approved Change Orders No. 1 to No.32:		[Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]:	
\$ 353,273.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 12,459,373.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 15,703.00		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 12,475,076.41		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	

Recommended by Construction Manager By: _____ Title: _____ Date: _____ Authorized by Owner By: _____ Title: _____	Recommended By Engineer _____ _____ _____ Accepted by Contractor Ken Welman Project Manager
--	--

Date:

02/23/26



312 Fields Drive
Aberdeen, NC 28315
Phone 910 944 0600
Fax 910 944 1888

Additional Work/Change Order Request

To: ☒ Architect
☐ Engineer

MHE Engineering

Date:

01/23/26

☒ Owner

Town of Newburgh

From:

Ken Welman

Purpose of Request: ☐ Required by Code Official
☒ Requested By Owner
☒ Requested by Architect
☒ Other

Change
Order
Number:

GC PCO 035 R2

Project: Newburgh Recreation Center at Chadwick Lake Park

Change Order Request

- This change order is for the furnish and installation of additional entrance paving.

Subcontractor Subtotal: \$14,516.70
Insurance (1%): \$145.00
Bonding (2%): \$293.00
OH&P (5%): \$748.00
TOTAL CHANGE COST: \$15,703.00

Approval:

☐ Approved

☐ Denied

☐ Request Additional
Information

Owner Comments:

We Know the Earth

Boyce Excavating Company Inc.
2817 US Route 6, PO Box 367 Slate Hill, NY 10973
Phone: 343-5400 • Fax: 343-2194
CHANGE ORDER PROPOSAL

PROPOSAL SUBMITTED TO O'Connor Company		PHONE:	DATE 1.20.26
STREET CO 004 R2		JOB NAME Newburgh Recreation Ctr	
CITY, STATE AND ZIP CODE Hudson, OH		JOB LOCATION Newburgh, NY	
ARCHITECT MHE	DATE OF PLANS Contract	Change Order 004	

Boyce Excavating Company, Inc. will: Boxout the dot entrance where the watermain was installed in preparation for

Full depth asphalt restoration. We will then install 4" of asphalt base, 2.5" of asphalt binder and then 1.5" of top after milling both Sides of the trench back 2'. Each layer will be tack coated and the vertical edge crack filled upon completion. MPT of traffic is Included as necessary.

• Total: \$14,516.70

*** NO PERMITS, NO ENGINEERING FEE, NO INSPECTION FEES, NO ROCK EXCAVATION, NO SURVEYING, NO LANDSCAPING, NO IMPORT OR EXPORT OF FILL, NO WINTER CONDITIONS, NOT RESPONSIBLE FOR DAMAGE CAUSED FROM MAJOR STORMS OR ACTS OF GOD, NOT RESPONSIBLE FOR GRASS GROWTH(GERMINATION OF SEED) IF SEEDING OCCURS BETWEEN OCTOBER 15TH AND MARCH 15TH, NOT RESPONSIBLE FOR UNMARKED UTILITIES, PRIVATELY OWNED UTILITIES NEED TO BE MARKED OUT BY OWNER, OWNER TO ESTABLISH HORIZONTAL AND VERTICAL CONTROL, PRICE BASED ON CORRECT MARKOUT BY UTILITY COMPANIES. NOT RESPONSIBLE FOR EROSION, SETTLING, HEAVE & THAW RESULTING FROM WEATHER. ALL TOLERANCES ARE WITHIN 1/10. PAYEMENT TOLERANCES ARE WITHIN 1/2". ASPHALT PRICES ARE BASED ON CURRENT LIQUID RATES AND ARE SUBJECT TO CHANGE AT TIME OF LAYDOWN. CURRENT HOT MIX PRICE OF ASPHALT \$. ADDITIONAL IMPORT CREATES EXPORT ON A NET EXPORT JOB AND ADDITIONAL EXPORT CREATES IMPORT ON A NET IMPORT JOB.**

We Work the Earth

Boyce Excavating Company Inc.
2817 US Route 6, PO Box 367 Slate Hill, NY 10973
Phone: 343-5400 • Fax: 343-2194
CHANGE ORDER PROPOSAL

PROPOSAL SUBMITTED TO O'Connor Company		PHONE:	DATE 10/2/2025
STREET CO 004 R1		JOB NAME Newburgh Recreation Ctr	
CITY, STATE AND ZIP CODE Hudson, OH		JOB LOCATION Newburgh, NY	
ARCHITECT MHE	DATE OF PLANS Contract	Change Order 004	

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of

Fourteen Thousand Five Hundred Sixteen Dollars and 70/100 \$14,516.70

Payment to be made as follows: **As Per Contract**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, adverse weather conditions or delays beyond our control. Owner to carry fire, tornado and other necessary insurance, our works are fully covered by Workmen's Compensation Insurance. If the export off-site of excess material is required any costs associated with the DEC Part 360 regulation will be the responsibility of the owner.

The above price includes fuel, grease, maintenance, etc. If fuel prices increase after the date of this proposal a surcharge will be applied for fuel cost. Current Price of DIESEL FUEL \$4.25/gallon.

In the event Boyce Excavating Co., Inc. has to place this account in the hands of an attorney for collection or otherwise, I agree to pay fees not exceeding thirty (30) per cent plus court costs in addition to any late charges applicable and that said sums shall be added to the unpaid balance. Furthermore, if payment is not received within 30 days of the date of the invoice, Boyce will have the right to terminate this contract. If the contract is terminated or work has stopped due to nonpayment of invoice, Owner/Contractor will be liable to Boyce for any and all stored materials. Boyce will file proper liens on property and/or contract if payment is not received within 30 days of the date of the invoice. 4% mobilization/demobilization will be applied if job stops for reasons not of Boyce Excavating.

By signing this document, I personally Guarantee that all debts incurred on behalf of said Corporation/Partnership/LLC will be satisfied, including accrued interest on past due invoices and all attorney's fees which may be incurred in collection of such invoices

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I understand and agree that I am assuming Personal Liability for the charges set forth in this agreement.

Signature: _____ Date of Acceptance: _____

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMATION

Contract No.	Contractor	Item No.
0	Boyce Excavating	0
		Paving

LABOR				
Pay Period Ending	Wages (Gross)	Fringes	Cash Fringes	Workers' Comp Insurance
9/19/2025	\$ 3,714.76	\$ 1,291.76	\$ 102.78	\$ 227.69
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Subtotals	\$ 3,714.76	\$ 1,291.76	\$ 102.78	\$ 227.59
Std Labor Markup (SLM)		12.50%	\$ 464.34	
Cash Fringe Markup (CFM)		6.40%	\$ 6.58	
Subtotal (Wages + Fringes + WC + SLM + CFM)			\$ 5,705.03	
P&O on Labor		15 % ,	\$ 855.75	
Total Labor			\$ 6,560.78	

MATERIAL		
Sheet	Cost	
22-1	\$	2,196.77
Matt's Subtotal	\$	2,196.77
P&O on Matt's	\$	439.35
Total Materials	\$	2,636.12

EQUIPMENT		
Sheet	Cost	
23-1	\$	4,330.30
WZTC Devices	\$	-
Equip Subtotal	\$	4,330.30
P&O on Equip	\$	866.06
Total Equipment	\$	5,196.37

TOTAL FORCE ACCOUNT	
Labor	\$ 8,560.78
Materials	\$2,636.12
Equipment	\$5,196.37
Services	\$0.00
Insurance	\$123.43
SUBTOTAL	\$ 14,516.70
Prime Markup for Sub Work (5%)	\$ 0.00
Added Insurance f/Subcontract Work	\$0.00
TOTAL	\$ 14,516.70

INSURANCE	
Basis	Payroll
Insurance Rate	3.23%
Cost Basis	\$3,817.54

SERVICES	
Services	\$0.00
5.00%	\$0.00
Total Services	\$0.00

ADDED INSURANCE FOR SUBCONTRACTED WORK	
Insurance Rate	0.00%
Cost Basis	\$14,516.70

Checked By: _____

CONTRACTOR CERTIFICATION: - I certify, to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as designated above is charged at fair market value, and that the account herein shown is an accurate statement of labor, materials and equipment used.

ENGINEER CERTIFICATION: Materials invoices, equipment rates from Equipment Watch Cost Recovery, and insurance back up have been verified. The costs are found to be reasonable and accurate for the work performed.

1/0/1900
Boyce Excavating

Date _____

1/0/00
For NYSDOT

Date _____

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
WEEKLY SUMMARY OF FORCE ACCOUNT LABOR**

Pay Period Ending 9/18/2025

INVA Workers' Compensation Limit =
Workers' Compensation Rate

INVALID
5.98%

WC Insurance (J) = WC Rate * Gross Wages (up to WC Limit)

Sheet 3 of 5

Contract No.			Contractor						Item No. and Description						
0			Boyce Excavating						0						
									Paving						
ID No.	Employee Last Name, First Name	Trade & Group	A	B	C	D	E	F	G	H	I	J	K		
			Hourly Rates		Hours for Period		Regular Hours	Premium Hours	Cash Fringe Amount	Gross Wages (AxE)+(BxF)	Employee WC Wages G+H-Prem OT	WC Insurance (I x WC Rate)	Fringes (C x E)+(D x F)		
Regular Rate	Premium Rate	Regular Fringe	Premium Fringe												
L-1	T. Fisher		\$ 58.22		\$ 24.47		8.00			\$ 465.76	\$ 465.76	\$ 27.77	\$ 195.76		
L-2	F. Cabagnaro		\$ 83.39				5.25		\$ 34.03	\$ 437.80	\$ 471.83	\$ 28.13	\$ -		
L-3	O. Maldonado		\$ 61.72				8.00		\$ 33.50	\$ 493.76	\$ 527.26	\$ 31.43	\$ -		
L-4	E. Tavaréz		\$ 49.10		\$ 34.25		8.00			\$ 392.80	\$ 392.80	\$ 23.42	\$ 274.00		
L-5	A. Defraia		\$ 49.10		\$ 34.25		8.00			\$ 392.80	\$ 392.80	\$ 23.42	\$ 274.00		
L-6	T. Gumaer		\$ 59.25		\$ 34.25		8.00			\$ 474.00	\$ 474.00	\$ 28.28	\$ 274.00		
L-7	R. Lyons		\$ 83.13				8.00		\$ 35.25	\$ 685.04	\$ 700.29	\$ 41.75	\$ -		
L-8	S. Santana		\$ 49.10		\$ 34.25		8.00			\$ 392.80	\$ 392.80	\$ 23.42	\$ 274.00		
L-9										\$ -	\$ -	\$ -	\$ -		
L-10										\$ -	\$ -	\$ -	\$ -		
L-11										\$ -	\$ -	\$ -	\$ -		
L-12										\$ -	\$ -	\$ -	\$ -		
L-13										\$ -	\$ -	\$ -	\$ -		
L-14										\$ -	\$ -	\$ -	\$ -		
L-15										\$ -	\$ -	\$ -	\$ -		
L-16										\$ -	\$ -	\$ -	\$ -		
Checked By: _____			Totals for Pay Period						61.25	0.00	\$ 102.78	\$ 3,714.76	\$ 3,617.54	\$ 227.59	\$ 1,291.76

Labor rates have been verified with certified payrolls and prevailing wage schedules

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY OF MATERIALS

Sheet 4 of 5

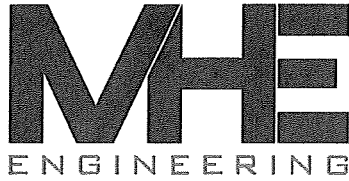
Contract No. 0		Contractor Boyce Excavating					Item No. and Description 0 Paving			
ID No.	Material Description	Contractor Stock	Invoice No.	Unit Of Measure	Quantity	Unit Cost	Extended Cost A x B	PerCent Sales Tax	Eligible Taxes C x D	Total Cost C + E
M-1	12.5MM	☐		TONS	5.99	\$ 77.00	\$ 461.23		\$ -	\$ 461.23
M-2	25MM	☐		TONS	9.02	\$ 71.00	\$ 640.42		\$ -	\$ 640.42
M-3	37.5MM	☐		TONS	15.09	\$ 68.00	\$ 1,026.12		\$ -	\$ 1,026.12
M-4	Tack Coat	☐		GALS	20.00	\$ 3.45	\$ 69.00		\$ -	\$ 69.00
M-5		☐					\$ -		\$ -	\$ -
M-6		☐					\$ -		\$ -	\$ -
M-7		☐					\$ -		\$ -	\$ -
M-8		☐					\$ -		\$ -	\$ -
M-9		☐					\$ -		\$ -	\$ -
M-10		☐					\$ -		\$ -	\$ -
M-11		☐					\$ -		\$ -	\$ -
M-12		☐					\$ -		\$ -	\$ -
M-13		☐					\$ -		\$ -	\$ -
M-14		☐					\$ -		\$ -	\$ -
M-15		☐					\$ -		\$ -	\$ -
M-16		☐					\$ -		\$ -	\$ -
M-17		☐					\$ -		\$ -	\$ -
M-18		☒					\$ -		\$ -	\$ -
Total							\$ 2,196.77		\$ -	\$ 2,196.77

Checked By: _____

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY OF EQUIPMENT**

Sheet 5 of 5

Contract No. 0				Contractor Boyce Excavating				Item No. and Description 0 Paving				
ID No.	Model Year	Equipment Type	Manufacturer	Model No.	A Hours In Use or Required	B Standby Hours	C Blue Book Monthly w/Factors	D Ownership Rate C / 176	E Ownership Cost AxD+(BxD/2)	F Operating Rate per Hour	G Operating Cost A x F	H Total Cost E + G
E-1		CAT 1.8 Roller			5.0		\$2,425.00	\$13.78	\$68.89	\$162.75	\$813.75	\$882.64
E-2		CAT Loader			3.0		\$2,805.00	\$16.51	\$49.52	\$237.25	\$711.75	\$761.27
E-3		Kubota KX040			8.0		\$2,900.00	\$16.48	\$131.82	\$180.88	\$1,447.04	\$1,578.86
E-4		Tri-Axle			5.3		\$1,290.00	\$7.33	\$38.48	\$203.63	\$1,069.06	\$1,107.54
E-5								\$0.00	\$0.00		\$0.00	\$0.00
E-6								\$0.00	\$0.00		\$0.00	\$0.00
E-7								\$0.00	\$0.00		\$0.00	\$0.00
E-8								\$0.00	\$0.00		\$0.00	\$0.00
E-9								\$0.00	\$0.00		\$0.00	\$0.00
E-10								\$0.00	\$0.00		\$0.00	\$0.00
E-11								\$0.00	\$0.00		\$0.00	\$0.00
E-12								\$0.00	\$0.00		\$0.00	\$0.00
E-13								\$0.00	\$0.00		\$0.00	\$0.00
E-14								\$0.00	\$0.00		\$0.00	\$0.00
E-15								\$0.00	\$0.00		\$0.00	\$0.00
E-16								\$0.00	\$0.00		\$0.00	\$0.00
E-17								\$0.00	\$0.00		\$0.00	\$0.00
E-18								\$0.00	\$0.00		\$0.00	\$0.00
Checked By: _____								Total	\$288.71		\$4,041.60	\$4,330.30



#15D

2 March 2026

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

**RE: Newburgh Recreation Center
Change Order 34 – Interior Columns Plywood**

Summary: Additional cost is to furnish and install plywood backing required per wall padding manufacturer at (24) interior columns in the Gymnasium. The additional work was performed on a Time and Material basis in October 2025; however the work was not confirmed by the Clerk of the Works.

Change Order Amount: \$13,378.00

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'M. Lamoreaux', written over a horizontal line.

Michael J. Lamoreaux, P.E.
Principal

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

CHANGE ORDER NO.: 34

Owner: Town of Newburgh	Owner's Project No.:
Engineer: MHE Engineering, D.P.C.	Engineer's Project No.: 21-135
Contractor: O'Connor Company	Contractor's Project No.:
Project: Newburgh Recreation Center Project	
Contract Name: General Construction	
Date Issued: 02/17/2026	Effective Date of Change Order: 02/17/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Furnish and Install CDX Plywood backing for wall padding at 24 interior columns in the Gymnasium. Work was performed on Time & Material basis in October 2025 but not confirmed by the Clerk of the Works.**

Attachments:

- **O'Connor PCO-044-R1 dated 01/19/2026.**

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 12,106,100.00		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	
Increase from previously approved Change Orders No. 1 to No.33:		[Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]:	
\$ 368,976.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 12,475,076.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 13,378.00		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 12,488,454.41		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	

Recommended by Construction Manager By: _____ Title: _____ Date: _____ Authorized by Owner By: _____ Title: _____	Recommended By Engineer _____ _____ _____ Accepted by Contractor Ken Welman Project Manager
--	--

Date:

02/23/26



312 Fields Drive
Aberdeen, NC 28315
Phone 910 944 0600
Fax 910 944 1888

Additional Work/Change Order Request

To: ☒ Architect
☐ Engineer

MHE Engineering

Date:

1/19/26

☒ Owner

Town of Newburgh

From:

Ken Welman

Purpose of Request: ☐ Required by Code Official
☒ Requested By Owner
☒ Requested by Architect
☒ Other

Change
Order
Number:

GC PCO 044 R1

Project: Newburgh Recreation Center at Chadwick Lake Park

Change Order Request

Furnish and install OSB board at interior columns.

Subcontractor Subtotal: \$12,367.38
Insurance (1%): \$124.00
Bonding (2%): \$250.00
OH&P (5%): \$637.00
TOTAL CHANGE COST: \$13,378.00

Approval:

☐ Approved

☐ Denied

☐ Request Additional
Information

Owner Comments:



CHANGE ORDER REQUEST 21

Added Contract Day 0

To: O' Connor Company

From: PDC INCORPORATED INC.

Project: Newburgh Recreation Centre

Date: 10/30/2025

FINISH PADDED COLUMN WRAP BY OTHERS

Ref. Doc.: 2425-021 not to exceed hrs

Description: REQUESTED TO F&I CDX PLYWOOD AT 18 ANGLED SOFFITS AND 6 STRAIGHT SOFFITS PROTECTION BY OTHERS REVISED FROM OSB

Quant.	Unit	Description of Material and Equipment (attached list if req'd)	Unit Cost	Sub-Total
55	pcs	cdx plywood 4X8X 1/2	\$28.00	1,540.00
2	CTN	BUGLE HEAD FINE THREAD SCREWS	\$125.00	250.00
-			\$0.00	0.00
		SEE ATTACHED MATERIALS LIST BELOW FOR ADDED MATERIALS		0.00

Line # 1	premium time Saturday	Material and Equipment Subtotal	1,790.00
----------	-----------------------	---------------------------------	----------

Crew	Labor Classification	Hrs / Man	Credit / Hours	OT / Hours	OT Rate	DT / Hours	DT Hours	Total Rate	Sub-Total
0	Superintendent	0	0	0	\$0.00	0	\$0.00	\$106.82	0.00
1	FM - Carpenters	8	0	0	\$0.00	0	\$0.00	\$160.23	1,281.84
6	JM - Carpenters	8	0	0	\$0.00	0	\$0.00	\$148.20	7,113.60
1	Laborors	8	0	0	\$0.00	0	\$0.00	\$71.10	568.80
1	Tapers Foreman	0	0	0	\$0.00	0	\$0.00	\$125.00	0.00

Line # 2	Labor Sub-Total	8,964.24
----------	-----------------	----------

Line # 3	Overhead and Profit % Mark-up on Own Work	Allow %	Sub-Total
	Sub-Total From Line #1 & 2 \$ 10,754	15%	1,613.14

	Subcontractor Cost (from attached subcontractors' change order proposal worksheet for	
	<i>From frame to finish</i>	0.00
		0.00
		0.00

Line # 4	Subcontractor Total	0.00
----------	---------------------	------

Line # 5	Contractor's Mark-up on Subcontractor Work (see note below)	5%	0.00
----------	---	----	------

Line # 6	Total Proposed Change Order Amount	12,367.38
----------	------------------------------------	-----------

CHANGE ORDER REQUEST 21

Added Contract Day	0
--------------------	---

To: O' Connor Company

From: PDC INCORPORATED INC.

Project: Newburgh Recreation Centre

Date: 10/30/2025

FINISH PADDED COLUMN WRAP BY OTHERS

Ref. Doc.: 2425-021 not to exceed hrs

MATERIALS LIST

[illegible]

EXTRA WORK TICKET

192

PDC, INCORPORATED

65 HIGHVIEW AVENUE

ORANGEBURG, NY 10962

PHONE (413) 736-4487 FAX (413) 736-1011

Job Name: Newburgh Rec Center

General Contractor: O'Connor

Job Number: 2425

Date: 10/30/25

Quantity

Material

Description of Work

55

Cdx plywood 4x8 / 1/2

F&I Cdx plywood at

2

CTW Screws

18 Angled Soffits and 6 Straight Soffit

Protection by others

Other Charges:

Rate

Trade

Hours

①

FM

Carpenter

8

⑥

JM

Carpenter

48

1

Lab

Labrador

8

Total Hours:

64hrs

ACCEPTED: The above prices and specifications of this Extra Work Ticket are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

ate _____ Signature _____



#15E

2 March 2026

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

**RE: Newburgh Recreation Center
Change Order 35 – Tapered Column Pads**

Summary: Additional cost is to furnish and install tapered column pads at the Gymnasium to follow the contour of embedded steel columns.

Change Order Amount: \$15,510.00

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'Michael J. Lamoreaux', written over a horizontal line.

Michael J. Lamoreaux, P.E.
Principal

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

CHANGE ORDER NO.: 35

Owner: Town of Newburgh	Owner's Project No.:
Engineer: MHE Engineering, D.P.C.	Engineer's Project No.: 21-135
Contractor: O'Connor Company	Contractor's Project No.:
Project: Newburgh Recreation Center Project	
Contract Name: General Construction	
Date Issued: 02/20/2026	Effective Date of Change Order: 02/20/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Furnish and Install tapered column pads at the Gymnasium to follow contour of embedded steel columns.**

Attachments:

- **O'Connor PCO-041-R1 dated 02/19/2026.**

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 12,106,100.00		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	
Increase from previously approved Change Orders No. 1 to No.34:		[Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]:	
\$ 382,354.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 12,488,454.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 15,510.00		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 12,503,964.41		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	

Recommended by Construction Manager By: _____ Title: _____ Date: _____ Authorized by Owner By: _____ Title: _____	Recommended By Engineer _____ _____ _____ Accepted by Contractor Ken Welman Project Manager
--	--

Date:

02/23/26



312 Fields Drive
Aberdeen, NC 28315
Phone 910 944 0600
Fax 910 944 1888

Additional Work/Change Order Request

To: ☒ Architect ☐ Engineer **MHE Engineering**

Date: **02/19/26**

☒ Owner **Town of Newburgh**

From: **Ken Welman**

Purpose of Request: ☐ Required by Code Official
☒ Requested By Owner
☒ Requested by Architect
☒ Other

Change Order Number: **GC PCO 041 R1**

Project: **Newburgh Recreation Center at Chadwick Lake Park**

Change Order Request

- This change order is for the furnish and installation of tapered column pads.

Subcontractor Subtotal: \$14,338.50
Insurance (1%): \$143.00
Bonding (2%): \$290.00
OH&P (5%): \$739.00
TOTAL CHANGE COST: \$15,510.00

Approval:

☐ Approved	☐ Denied	☐ Request Additional Information
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Owner Comments:



CHANGE ORDER

166 Masons Island Rd PH 860.436-0006
Mystic, CT 06355 FAX 860.440.0628

GC:

O'CONNOR COMPANY
312 FIELDS DRIVE
ABERDEEN, NC 28315

Project Name:

NEWBURGH REC CENTER
CHADWICK LAKE PARK
1702 NY-300
NEWBURGH, NY 12550

CO #	PO #	Due Date	Ship Via	Processed By	Date
3	N/A	Upon Receipt	N/A	NEFS/JC	08/12/2025

Qty.	Description of Change	Each	Total
1	CHANGE STRAIGHT COLUMN PADS TO TAPERED	-	\$13035
1	ADDITIONAL INSTALLATION	-	-\$2000
1	10% OH&P	\$1,303.50	-\$1503.5

Freight	-
Total Due	\$16538.50
	\$14,338.50

Authorized Signature to Proceed

Notes/Remarks: CO based on original dimensions provided. Costs could increase with updated field dimensions.

NEFS is an Affirmative Action/Equal Opportunity Employer



Change Order 4: 25JH07151

Jaypro Sports, LLC | 976 Hartford Turnpike | Waterford, CT 06385 | 800.243.0533

Quoted for: NATIONAL EQUIPMENT AND FACILITY SOLUTIONS, INC.
Customer ID: 9049013
Project Name: NEWBURGH REC CENTER
Project Address: NEWBURGH, NY 12550
Contact: JOHN COLLINS

Date: 7/15/2025
Prepared By: JEFFEREY HART
Phone: 800.243.0533 ex: 144
email: JEFFH@JAYPRO.COM
Phone:

Quote Valid to: Est: To Ship**
8/15/2025 9/5/2025
**An Escalation fee of 3% per quarter will be added to project price if project exceeds EST ship date due to site delay.

Version (TAPERED PADS)

Items In Quote										
Ln	QTY:	Item Sku:	Description	Line	Schd	UoM	LBS	Ex. LBS	Price	Ex. Price
1			DEDUCT FROM #55883							
2	-10	JWP2S-I-46ZZ	CORNER 2" IMPACT WALL PAD 4X6 Z-CLIPS			EA				
3										
4	-36	JWP2S-I-46ZZ	CORNER 2" IMPACT WALL PAD 4X6 Z-CLIPS			EA				
5			(NO CHANGE REQUIRED AT CORNER COLUMN A-3)							-\$7,056.36
6										
7										
8										
9										
10										
11										
12										
13										
14			ADD TO #55883							
15	5	JWP3S-I-46ZZ	COLUMN 2" IMPACT WALL PAD 4X6 Z-CLIPS			EA				
16										
17	40	JWP2ST-I-46	TAPERED 2" IMPACT CORNER PAD 4X6 LIP			EA				
18										
19	1	FREIGHT	ADDITIONAL FREIGHT FOR PADS			EA				
20										
21			FIELD CHECK REQUIRED FOR PRODUCTION							
22			DIMENSIONS AT COLS. G-4 & G-13 VARY FROM TYPICAL							\$20092.00
23										
24										
25										
26										
27										
28										

PLEASE READ THE QUALIFIERS ATTACHED TO THIS ESTIMATE.

ESTIMATE FOR CHANGES TO ORDER #55883. TO ACCEPT THESE CHANGES PLEASE SIGN AND RETURN THIS ESTIMATE.

Project Notes

Building Style: PEMB

Truss Span:

Truss Elev.:

Total weight (lbs) this shipment: 2520

Freight Cost: Multiple Carriers \$0.00

\$13035.64

Sales Tax: \$0.00

Project Cost: \$13035.64

Q1

Q2

**Delayed Delivery Escalation Fee

Project Cost with missed deliveries. Calculated by quarter. With



#15F

2 March 2026

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

**RE: Newburgh Recreation Center
Change Order 36 – MEP Painting Credit**

Summary: Credit for painting of MEP (HVAC duct, sprinkler piping etc.) that was not completed by the Contractor in the Gymnasium exposed ceiling.

Change Order Amount: (\$16,275.00)

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'Michael J. Lamoreaux', written over a horizontal line.

Michael J. Lamoreaux, P.E.
Principal

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

CHANGE ORDER NO.: 36

Owner: Town of Newburgh	Owner's Project No.:
Engineer: MHE Engineering, D.P.C.	Engineer's Project No.: 21-135
Contractor: O'Connor Company	Contractor's Project No.:
Project: Newburgh Recreation Center Project	
Contract Name: General Construction	
Date Issued: 02/20/2026	Effective Date of Change Order: 02/20/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Credit for painting of MEP piping and ductwork that was not completed.**

Attachments:

- **O'Connor PCO-051-R1 dated 02/19/2026.**

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 12,106,100.00		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	
Increase from previously approved Change Orders No. 1 to No.35:		[Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]:	
\$ 397,864.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 12,503,964.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Decrease this Change Order:		[Increase] [Decrease] this Change Order:	
\$ (16,275.00)		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 12,487,689.41		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	

Recommended by Construction Manager

Recommended By Engineer

By: _____

Title: _____

Date: _____

Authorized by Owner

Accepted by Contractor

By: _____

Ken Welman

Title: _____

Project Manager

Date: _____

02/23/26



312 Fields Drive
Aberdeen, NC 28315
Phone 910 944 0600
Fax 910 944 1888

Additional Work/Change Order Request

To: ☒ Architect
☐ Engineer

MHE Engineering

Date:

02/19/26

☒ Owner

Town of Newburgh

From:

Ken Welman

Purpose of Request: ☐ Required by Code Official
☒ Requested By Owner
☒ Requested by Architect
☒ Other

Change
Order
Number:

GC PCO 051 R1

Project: Newburgh Recreation Center at Chadwick Lake Park

Change Order Request

- This credit change order is for painting of MEP piping and ductwork not being completed.
 - Labor Total: \$12,800.00
 - Material Total: \$2,700.00

Subcontractor Subtotal: (\$15,500.00)
OH&P (5%): (\$775.00)
TOTAL CHANGE COST: (\$16,275.00)

Approval:

☐ Approved

☐ Denied

☐ Request Additional
Information

Owner Comments:



#156

2 March 2026

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

**RE: Newburgh Recreation Center
Change Order 37 – Thermostat Blank Plates Credit**

Summary: Credit for blank plates installed at various locations throughout the building due to relocation of wall thermostats that were installed at the incorrect height of finished floor.

Change Order Amount: (\$10,901.02)

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'mjl', written over a horizontal line.

Michael J. Lamoreaux, P.E.
Principal

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

CHANGE ORDER NO.: 37

Owner: Town of Newburgh	Owner's Project No.:
Engineer: MHE Engineering, D.P.C.	Engineer's Project No.: 21-135
Contractor: O'Connor Company	Contractor's Project No.:
Project: Newburgh Recreation Center Project	
Contract Name: General Construction	
Date Issued: 02/24/2026	Effective Date of Change Order: 02/24/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Credit for blank plates installed due to incorrect thermostat installation heights.**

Attachments:

- **O'Connor PCO-052-R2 dated 02/19/2026.**

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 12,106,100.00		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	
Increase from previously approved Change Orders No. 1 to No.36:		[Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]:	
\$ 381,589.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 12,487,689.41		Substantial Completion: N/A	
		Ready for final payment: N/A	
Decrease this Change Order:		[Increase] [Decrease] this Change Order:	
\$ (10,901.02)		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 12,476,788.39		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	

Recommended by Construction Manager By: _____ Title: _____ Date: _____ Authorized by Owner By: _____ Title: _____ Date: _____	Recommended By Engineer _____ _____ _____ Accepted by Contractor <i>Ken Welman</i> Sr. Project Manager 3/26/26
---	--



312 Fields Drive
Aberdeen, NC 28315
Phone 910 944 0600
Fax 910 944 1888

Additional Work/Change Order Request

To: ☒ Architect
☐ Engineer

MHE Engineering

Date:

02/19/26

☒ Owner

Town of Newburgh

From:

Ken Welman

Purpose of Request: ☐ Required by Code Official
☒ Requested By Owner
☒ Requested by Architect
☒ Other

Change
Order
Number:

GC PCO 052 R2

Project: Newburgh Recreation Center at Chadwick Lake Park

Change Order Request

- This credit change order is the blank plates due to thermostat relocations.
 - Credit Material: \$200.00
 - Credit Paint Labor:
 - \$85.00/hr × 2 painters = \$170/hr
 - \$170/hr × 16 hours = (\$2,720.00)
 - Credit Carpenter Labor:
 - \$98.81/hr × 2 JM Carpenters = \$197.62/hr
 - \$197.62/hr × 16 hours = (\$3,161.92)
 - HVAC Labor & Materials to rewire and relocate thermostats: (\$4,500.00)

Subcontractor Subtotal: (\$10,381.92)

OH&P (5%): (\$519.10)

TOTAL CHANGE COST: (\$10,901.02)

Approval:

☐ Approved

☐ Denied

☐ Request Additional
Information

Owner Comments: