



Crawford & Associates Engineering, PC

Engineering Consultants, Planners, Geologists & Surveyors

Hudson Office – 4411 Route 9 Suite 200 • Hudson, NY 12534

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ASSOCIATES

Andrew P. Aubin, PE, LEED (NY, VT)
Daniel J. Russell, LS

PRINCIPAL

David J. Crawford, PE (NY, MA, VT)

Via Email MayorBassett@villageofrhinebeckny.gov

April 3, 2019

Village of Rhinebeck
76 East Market Street
Rhinebeck, New York 12572
Attn: Mayor Bassett

Attn: Gary Bassett
Village of Rhinebeck

**RE: Village of Rhinebeck, Low Lift Station Renovation
Letter of Final Completion
C&A # 4568.05**

Dear Mayor Basset:

A site inspection was conducted on Thursday March 28, 2019 for the electrical portion of the Low Lift Station Renovation project, and some minor outstanding items were brought to the attention of Ralph Osterhoudt, at Osterhoudt Electric, Inc. The outstanding items noted do not affect the functionality of the lift station (removing unnecessary brackets from the basement walls, sealing two unused conduits), and Ralph has agreed to correct the issues the next time they are at the station doing work on the general construction part of the project.

A certificate of substantial completion (AIA Form G704) has been signed by C&A and Osterhoudt Electric, and is attached to this letter for the Village's records.

At this time and upon review by the Village of Rhinebeck, C&A believes it would be appropriate to close out the electrical portion of the low lift station project. The general construction portion which encompasses the flood vent installation, installation of the vacuum pump stands, etc. still remains open. Should you have any questions regarding this letter, please do not hesitate to contact me at (518) 828-2700, ext. 1114.

Sincerely,
**Crawford & Associates
Engineering & Land Surveying, P.C.**

Ted Bombola
Staff Engineer

Attachments: AIA G704 - Substantial Completion Certificate
AIA G702 - Application and Certification for Payment

Cc: John Fenton, Village of Rhinebeck
Pat Coon, Village of Rhinebeck
Bryan Alix, Village of Rhinebeck
Brant Neuneker, Village of Rhinebeck
Andy Aubin, C&A



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i> Osterhoudt Electric, Inc 4300 Albany Post Rd. Hyde Park, NY 12538	PROJECT NUMBER: 4568.05 CONTRACT FOR: Low Lift Station- Electric CONTRACT DATE: 10/30/2018	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Village of Rhinebeck 72 E. Market St Rhinebeck, NY 12572	TO CONTRACTOR: <i>(Name and address)</i> Osterhoudt Electric, Inc 4300 Albany Post Rd Hyde Park, NY 12538	

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:
 work is complete

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Crawford and Associates
 Engineering, PC

 ARCHITECT BY *Ed Bradley* DATE OF ISSUANCE 4/2/2019

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 0.00

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Osterhoudt Electric, Inc

 CONTRACTOR BY *Ralph J. Osterhoudt Jr.* DATE 4/1/2019

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER BY DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

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AIA[®] Document G704[™] – 2000 Instructions

Certificate of Substantial Completion

GENERAL INFORMATION

Purpose

This document was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

Related Documents

This document was prepared for use under the terms of AIA Document A201, General Conditions of the Contract for Construction, and under the general conditions contained in AIA Document A107 and A105.

Use of Current Documents

Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING THE G704 FORM

After the words "Project or Designated Portion shall include:," insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

Determine Work to be completed.

Provide a list of items that are to be completed or corrected.

Determine dates for completion of the Work.

Establish an amount to be withheld to complete the Work.

EXECUTION OF THE DOCUMENT

The G704 document should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER Village of Rhinebeck, NY

PROJECT: Low Lift Station Renovation

AIA DOCUMENT G702

PAGE ONE OF TWO

APPLICATION NO: 1

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

PERIOD TO: 3/26/2019

PROJECT NOS: 4568.05

FROM CONTRACTOR:
Osterhoudt Electric, INC.

VIA ENGINEER:
Crawford and Associates Engineering, P.C.

CONTRACT FOR: Electrical improvements - Base Bid

CONTRACT DATE 10/30/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>19,147.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>19,147.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>19,147.00</u>
5. RETAINAGE:		
a. 0% % of Completed Work (Column D + E on G703)	\$	<u>\$0.00</u>
b. % of Stored Material (Column F on G703)	\$	<u>Included in above</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>19,147.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	<u>19,147.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: Rachel Osterhoudt Date: 4/11/2019
NICOLE KAY C EDWARDS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ED6288963
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES 09/16/2021

State of: New York County of: Dutchess
Subscribed and sworn to before me this 1 day of April, 2019
Notary Public: [Signature]
My Commission expires: 9/16/2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 19,147.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Ted Borner Date: 4/11/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 3/26/2019
 PERIOD TO: 3/26/2019
 ARCHITECT'S PROJECT NO: 4568.05

A Div. NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN L OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 0% as project has reached final completion
			D FROM PREVIOUS APPLICATION (D - E)	E THIS PERIOD					
1	ELECTRICAL BASE BID	\$19,147.00	\$0.00	\$19,147.00	\$0.00	\$19,147.00	100.00%	\$0.00	
GRAND TOTALS		\$19,147.00	\$0.00	\$19,147.00	\$0.00	\$19,147.00	100.00%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>		ADDRESS	
Osterhoudt Electric		4300 Albany Post Rd., Hyde Park, NY 12538	
FEIN	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACTOR NO.
14-1506586	1/3/2019	VILLAGE OF RHINEBECK-LOW LIFT STATION	4568.05

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	4) DAY AND DATE							(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS					(8) NET WAGES PAID FOR WEEK	
			28	29	30	31	1	2	3				FICA	WITH- HOLDING Tax	OTHER	TOTAL DEDUCTIONS			
			S	s	su	m	tu	w	th										
Ralph J. Osterhoudt Jr. 47 N. Cross Rd. Staataburg, NY 12580 ss#xxxx4986		owner	S							0	0	\$0.00	\$0.00					\$0.00	\$0.00
			O									0							
Gregory Osterhoudt 12 Vanessa La. Staataburg NY 12580 ss# xxxxx7598		owner	S							0	0	\$0.00	\$0.00					\$0.00	\$0.00
			O									0							
OWNERS ONLY - NO OTHER EMPLOYEES ON JOB			S								0		\$0.00					\$0.00	\$0.00
			O									0							
			S								0		\$0.00					\$0.00	\$0.00
			O									0							
			S								0		\$0.00					\$0.00	\$0.00
			O									0							
			S								0		\$0.00					\$0.00	\$0.00
			O									0							
			S								0		\$0.00					\$0.00	\$0.00
			O									0							

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>		ADDRESS	
Osterhoudt Electric		4300 Albany Post Rd., Hyde Park, NY 12538	
FEIN	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACTOR NO.
14-1506586	1/10/2019	VILLAGE OF RHINEBECK-LOW LIFT STATION	4568.05

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	4) DAY AND DATE							(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS					(8) NET WAGES PAID FOR WEEK
			ST or OT	4	5	6	7	8	9				10	FICA	WITH- HOLDING Tax	OTHER	TOTAL DEDUCTIONS	
			S	S	Su	m	tu	w	th									
Ralph J. Osterhoudt Jr. 47 N. Cross Rd. Staataburg, NY 12580 ss#xxxx4986		owner							0	0	\$0.00	\$0.00					\$0.00	\$0.00
										0	0		\$0.00					\$0.00
Gregory Osterhoudt 12 Vanessa La. Staataburg NY 12580 ss# xxxxx7598		owner							0	0	\$0.00	\$0.00					\$0.00	\$0.00
										0	0		\$0.00					\$0.00
OWNERS ONLY - NO OTHER EMPLOYEES ON JOB									0	0		\$0.00					\$0.00	\$0.00
										0	0		\$0.00					\$0.00
									0	0		\$0.00					\$0.00	\$0.00
										0	0		\$0.00					\$0.00
									0	0		\$0.00					\$0.00	\$0.00
										0	0		\$0.00					\$0.00
									0	0		\$0.00					\$0.00	\$0.00
										0	0		\$0.00					\$0.00

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date 1/10/19

Ralph J. Osterhoudt Jr. Sec/tres
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
Osterhoudt Electric Inc.
 (Contractor or Subcontractor)

_____, that during the payroll period commencing on the 4
 day of JAN, 2019, and ending the 10 day of JAN 2019
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said

OSTERHOUDT ELECTRIC, INC. from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as
 defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the
 wage rates for laborers, workers, or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that
 the classifications set forth therein for each laborer, worker or mechanic conform with the work
 he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
 of Apprenticeship and Training, United States Department of Labor, or if no such recognized
 agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
 States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed
 in the above referenced payroll, payments of fringe benefits as listed in the
 contract have been or will be made to appropriate programs for the
 benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer, worker, or mechanic listed in the above-referenced payroll has been
 paid, as indicated on the payroll, an amount not less than the sum of the
 applicable basic hourly wage rate plus the amount of the required fringe benefits
 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE Ralph J. Osterhoudt Jr.

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/>	SUBCONTRACTOR <input type="checkbox"/>	ADDRESS
Osterhoudt Electric		4300 Albany Post Rd., Hyde Park, NY 12538

FEIN 14-1506586	FOR WEEK ENDING 1/24/2019	PROJECT AND LOCATION VILLAGE OF RHINEBECK-LOW LIFT STATION	PROJECT OR CONTRACTOR NO. 4568.05
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(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	ST or OT	4) DAY AND DATE							(6) TOTAL HOURS	(5) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				18	19	20	21	22	23	24				FICA	WITH- HOLDING Tax	OTHER	TOTAL DEDUCTIONS		
				S	s	su	m	tu	w	th									
Ralph J. Osterhoudt Jr. 47 N. Cross Rd. Staataburg, NY 12580 ss#xxxx4986		owner	S							0	0	\$0.00	\$0.00					\$0.00	\$0.00
			O								0								
Gregory Osterhoudt 12 Vanessa La. Staataburg NY 12580 ss# xxxxx7598		owner	S							0	0	\$0.00	\$0.00					\$0.00	\$0.00
			O								0								
OWNERS ONLY - NO OTHER EMPLOYEES ON JOB			S								0		\$0.00					\$0.00	\$0.00
			O								0								
			S								0		\$0.00					\$0.00	\$0.00
			O								0								
			S								0		\$0.00					\$0.00	\$0.00
			O								0								
			S								0		\$0.00					\$0.00	\$0.00
			O								0								
			S								0		\$0.00					\$0.00	\$0.00
			O								0								

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date 1/24/19

I Ralph J. Osterhoudt Jr. Sec/tres
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
Osterhoudt Electric Inc.
 (Contractor or Subcontractor)

_____, that during the payroll period commencing on the 18
 day of JAN, 2019, and ending the 24 day of JAN 2019
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said

OSTERHOUDT ELECTRIC, INC. from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as
 defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the
 wage rates for laborers, workers, or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that
 the classifications set forth therein for each laborer, worker or mechanic conform with the work
 he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
 of Apprenticeship and Training, United States Department of Labor, or if no such recognized
 agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
 States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed
 in the above referenced payroll, payments of fringe benefits as listed in the
 contract have been or will be made to appropriate programs for the
 benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer, worker, or mechanic listed in the above-referenced payroll has been
 paid, as indicated on the payroll, an amount not less than the sum of the
 applicable basic hourly wage rate plus the amount of the required fringe benefits
 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

Ralph J. Osterhoudt Jr.

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/>	SUBCONTRACTOR <input type="checkbox"/>	ADDRESS
Osterhoudt Electric		4300 Albany Post Rd., Hyde Park, NY 12538

FEIN 14-1506586	FOR WEEK ENDING 1/31/2019	PROJECT AND LOCATION VILLAGE OF RHINEBECK-LOW LIFT STATION	PROJECT OR CONTRACTOR NO. 4568.05
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(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	4) DAY AND DATE							(6) TOTAL HOURS	(5) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			25	26	27	28	29	30	31				FICA	WITH- HOLDING Tax	OTHER	TOTAL		
			S	s	su	m	tu	w	th							DEDUCTIONS		
Ralph J. Osterhoudt Jr. 47 N. Cross Rd. Staataburg, NY 12580 ss#xxxx4986		owner	HOURS WORKED EACH DAY							0	\$0.00	\$0.00					\$0.00	\$0.00
										0		\$0.00					\$0.00	\$0.00
Gregory Osterhoudt 12 Vanessa La. Staataburg NY 12580 ss# xxxxx7598		owner								0	\$0.00	\$0.00					\$0.00	\$0.00
										0		\$0.00					\$0.00	\$0.00
OWNERS ONLY - NO OTHER EMPLOYEES ON JOB										0		\$0.00					\$0.00	\$0.00
										0		\$0.00					\$0.00	\$0.00
										0		\$0.00					\$0.00	\$0.00
										0		\$0.00					\$0.00	\$0.00

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date 1/31/19

I Ralph J. Osterhoudt Jr. Sec/tres
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
Osterhoudt Electric Inc.
 (Contractor or Subcontractor)

_____, that during the payroll period commencing on the 25
 day of JAN, 2019, and ending the 31 day of JAN 2019
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said

OSTERHOUDT ELECTRIC, INC. from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as
 defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the
 wage rates for laborers, workers, or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that
 the classifications set forth therein for each laborer, worker or mechanic conform with the work
 he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
 of Apprenticeship and Training, United States Department of Labor, or if no such recognized
 agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
 States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed
 in the above referenced payroll, payments of fringe benefits as listed in the
 contract have been or will be made to appropriate programs for the
 benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer, worker, or mechanic listed in the above-referenced payroll has been
 paid, as indicated on the payroll, an amount not less than the sum of the
 applicable basic hourly wage rate plus the amount of the required fringe benefits
 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

Ralph J. Osterhoudt Jr.

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>		ADDRESS
Osterhoudt Electric		4300 Albany Post Rd., Hyde Park, NY 12538
FEIN	FOR WEEK ENDING	PROJECT AND LOCATION
14-1506586	2/7/2019	VILLAGE OF RHINEBECK-LOW LIFT STATION
		PROJECT OR CONTRACTOR NO.
		4568.05

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	4) DAY AND DATE							(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS					(8) NET WAGES PAID FOR WEEK
			1	2	3	4	5	6	7				FICA	WITH- HOLDING Tax	OTHER	TOTAL DEDUCTIONS		
			S	s	su	m	tu	w	th									
			HOURS WORKED EACH DAY															
Ralph J. Osterhoudt Jr. 47 N. Cross Rd. Staataburg, NY 12580 ss#xxxx4986		owner	S						0	0	\$0.00	\$0.00					\$0.00	\$0.00
			o							0								
			S							0		\$0.00					\$0.00	\$0.00
			o							0								
Gregory Osterhoudt 12 Vanessa La. Staataburg NY 12580 ss# xxxxx7598		owner	S						0	0	\$0.00	\$0.00					\$0.00	\$0.00
			o							0								
			S							0		\$0.00					\$0.00	\$0.00
			o							0								
OWNERS ONLY - NO OTHER EMPLOYEES ON JOB			S							0		\$0.00					\$0.00	\$0.00
			o							0								
			S							0		\$0.00					\$0.00	\$0.00
			o							0								
			S							0		\$0.00					\$0.00	\$0.00
			o							0								
			S							0		\$0.00					\$0.00	\$0.00
			o							0								

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date 2/7/19

I Ralph J. Osterhoudt Jr. Sec/tres
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
Osterhoudt Electric Inc.
 (Contractor or Subcontractor)

_____, that during the payroll period commencing on the 1
 day of FEB, 2019, and ending the 7 day of FEB 2019
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said

OSTERHOUDT ELECTRIC, INC. from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as
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 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE Ralph J. Osterhoudt Jr.

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 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

WEEKLY PAYROLL

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FEIN	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACTOR NO.
14-1506586	2/14/2019	VILLAGE OF RHINEBECK-LOW LIFT STATION	4568.05

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	ST or OT	4) DAY AND DATE							(6) TOTAL HOURS	(5) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK			
				8	9	10	11	12	13	14				FICA	WITH- HOLDING Tax	OTHER	TOTAL DEDUCTIONS					
				S	s	su	m	tu	w	th												
				HOURS WORKED EACH DAY																		
Ralph J. Osterhoudt Jr. 47 N. Cross Rd. Staataburg, NY 12580 ss#xxxx4986		owner	S								0	0	\$0.00	\$0.00						\$0.00	\$0.00	
			O										0									
Gregory Osterhoudt 12 Vanessa La. Staataburg NY 12580 ss# xxxxx7598		owner	S								0	0	\$0.00	\$0.00						\$0.00	\$0.00	
			O										0									
OWNERS ONLY - NO OTHER EMPLOYEES ON JOB			S									0		\$0.00							\$0.00	\$0.00
			O										0									
			S									0		\$0.00							\$0.00	\$0.00
			O										0									
			S									0		\$0.00							\$0.00	\$0.00
			O										0									
			S									0		\$0.00							\$0.00	\$0.00
			O										0									
			S									0		\$0.00							\$0.00	\$0.00
			O										0									

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Date 2/14/19

I Ralph J. Osterhoudt Jr. Sec/tres
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
Osterhoudt Electric Inc.
 (Contractor or Subcontractor)

_____, that during the payroll period commencing on the 8
 day of FEB, 2019, and ending the 14 day of FEB 2019
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said

OSTERHOUDT ELECTRIC, INC. from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
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 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

Ralph J. Osterhoudt Jr.

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 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>		ADDRESS
Osterhoudt Electric		4300 Albany Post Rd., Hyde Park, NY 12538
FEIN	FOR WEEK ENDING	PROJECT AND LOCATION
14-1506586	2/21/2019	VILLAGE OF RHINEBECK-LOW LIFT STATION
		PROJECT OR CONTRACTOR NO.
		4568.05

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	4) DAY AND DATE							(6) TOTAL HOURS	(7) RATE OF PAY	(8) GROSS AMOUNT EARNED	(9) DEDUCTIONS					(10) NET WAGES PAID FOR WEEK
			ST	15	16	17	18	19	20				21	FICA	WITH- HOLDING Tax	OTHER	TOTAL DEDUCTIONS	
			or OT	S	s	Su	m	Tu	w				th					
Ralph J. Osterhoudt Jr. 47 N. Cross Rd. Staataburg, NY 12580 ss#xxxx4986		owner								0	\$0.00	\$0.00					\$0.00	\$0.00
											0							
Gregory Osterhoudt 12 Vanessa La. Staataburg NY 12580 ss# xxxxx7598		owner								0	\$0.00	\$0.00					\$0.00	\$0.00
											0							
OWNERS ONLY - NO OTHER EMPLOYEES ON JOB										0		\$0.00					\$0.00	\$0.00
											0							
										0		\$0.00					\$0.00	\$0.00
											0							
										0		\$0.00					\$0.00	\$0.00
											0							
										0		\$0.00					\$0.00	\$0.00
											0							
										0		\$0.00					\$0.00	\$0.00
											0							

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Date 2/21/19

I Ralph J. Osterhoudt Jr. Sec/tres
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
Osterhoudt Electric Inc.
 (Contractor or Subcontractor)

_____, that during the payroll period commencing on the 15
 day of FEB, 2019, and ending the 21 day of FEB 2019
 all persons employed on said project have been paid the full weekly wages earned, that no
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OSTERHOUDT ELECTRIC, INC. from the full
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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE Ralph J. Osterhoudt Jr.

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 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

WEEKLY PAYROLL

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FEIN	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACTOR NO.
14-1506586	3/7/2019	VILLAGE OF RHINEBECK-LOW LIFT STATION	4568.05

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	ST or OT	4) DAY AND DATE							(6) TOTAL HOURS	(5) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
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Ralph J. Osterhoudt Jr. 47 N. Cross Rd. Staataburg, NY 12580 ss# xxxxx4986		owner	S							0	0	\$0.00	\$0.00					\$0.00	\$0.00
			o									0							
			S								0		\$0.00					\$0.00	\$0.00
			o									0							
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			o									0							
			S								0		\$0.00					\$0.00	\$0.00
			o									0							
OWNERS ONLY - NO OTHER EMPLOYEES ON JOB			S								0		\$0.00					\$0.00	\$0.00
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			S								0		\$0.00					\$0.00	\$0.00
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			S								0		\$0.00					\$0.00	\$0.00
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Date 3/21/19

I Ralph J. Osterhoudt Jr. Sec/tres
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
Osterhoudt Electric Inc.
 (Contractor or Subcontractor)

_____, that during the payroll period commencing on the 1
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OSTERHOUDT ELECTRIC, INC. from the full
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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE *Ralph J. Osterhoudt Jr.*

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OWNERS ONLY - NO OTHER EMPLOYEES ON JOB			S									0		\$0.00						\$0.00	\$0.00
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 (Contractor or Subcontractor)

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 (Contractor or Subcontractor)

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EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE
Ralph J. Osterhoudt Jr.

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 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.



Crawford & Associates Engineering, PC

Engineering Consultants, Planners, Geologists & Surveyors

Hudson Office – 4411 Route 9 Suite 200 • Hudson, NY 12534

Tel: (518) 828-2700 • Fax: (518) 828-2723 • www.crawfordandassociates.com

PRINCIPAL

David J. Crawford, PE (NY, MA, VT)

ASSOCIATES

Andrew P. Aubin, PE, LEED (NY, VT)

Daniel J. Russell, LS

January 21, 2019

VIA USPS MAIL & Email: osterhoudtelectric@yahoo.com

Osterhoudt Electric, Inc.
4300 Albany Post Rd.
Hyde Park, NY 12538

Attn: Ralph J. Osterhoudt Jr.
Owner

**Re: Village of Rhinebeck Low Lift Station Renovation Flood Vent RFP
Notice to Proceed
C&A #: 4568.05**

Dear Mr. Osterhoudt:

Crawford and Associates Engineering (C&A) is hereby notifying Osterhoudt Electric Inc. that the Village of Rhinebeck has granted Osterhoudt Electric Inc. Notice to Proceed, effective Monday January 21, 2019, on the Village of Rhinebeck Low Lift Station Renovation Flood Vent RFP Project per the attached executed Contract.

Should you have any questions, or concerns, please feel free to contact me at (518) 828-2700, ext. 1114.

Sincerely,

Crawford & Associates Engineering, P.C.

Ted Bombola
Staff Engineer

ATTACHED: Signed Contract

cc: Gary Bassett, Mayor of Rhinebeck
Brant Neuneker, Village Trustee
Pat Coon, Village Clerk
John Fenton, Superintendent of Public Works
Andrew Aubin, Crawford and Associates

H:\WORK\4568.05\1 Renovation Design\Correspondence\2018-11-19 Notice to Proceed.docx

CONTRACT FOR PUBLIC WORK
Village of Rhinebeck Low Lift Station Flood Vent Installation
Contract #4568.05

THIS CONTRACT, entered into this 17 day of January, ²⁰¹⁹~~2018~~, by and between the Village of Rhinebeck, Dutchess County, NY, with its office situate at 76 East Market Street, Rhinebeck, NY 12572, a municipality of the State of New York (the "Municipality"), and Osterhout electric, a corporation organized under the laws of the State of New York with its address as stated on the execution page of this Contract (the "Contractor").

WITNESSETH, that in consideration of the mutual agreements set forth in this Contract and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. WORK TO BE DONE AND CONSIDERATION.

The Contractor's work shall consist of all necessary labor, materials, tools and equipment to install or construct the **Village of Rhinebeck Low Lift Station Flood Vent Installation C&A # 4568.05** (the "Project") in accordance with the specifications attached as **Exhibit B** hereby incorporated in this Contract, at a lump sum fee of: twenty four thousand seven hundred fifty and 00/100 (words) 24,750.⁰⁰ Dollars \$(numbers)). The Contractor shall procure and pay for all permits and licenses necessary for the work at its own expense.

The Contractor is not authorized to subcontract with any other person or entity for the purposes described in this Contract without prior written authorization from the Municipality which may be withheld in its discretion. In the event that Contractor is authorized to subcontract for services, all subcontractors shall be bound by the provisions of this Contract. This Contract is not assignable by the Contractor without the prior written consent of the Municipality which may be withheld in its discretion.

2. COMPLETION.

The work under this Contract shall commence at a time mutually agreed on between the Contractor and the Village, no later than April 1, 2019. Contractor will give the Village at least 3 business days' notice of the date of mobilization and work on site will be completed within 45 business days of mobilization. Construction must be complete by May 31, 2019. Time of completion is of the essence in this Contract.

3. PAYMENT TO CONTRACTOR.

Promptly upon completion of the Project in accordance with the Specifications and acceptance of completion by the Municipality's Engineer, the Contractor shall submit a voucher to the Village Treasurer using the standard form of the Municipality. Payment shall be made for accepted completed work within 45 days of receipt of a voucher by the Municipality after approval and acceptance by the Municipality's Board of Trustees in accordance with the Municipality's audit procedures. No partial payments will be made.

When submitting a voucher for payment, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor must file a statement in writing, in form satisfactory to the Municipality, certifying to the amounts then due and owing from the Contractor or Subcontractor filing the statements to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. The statement must set forth the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each, respectively. The Contractor or Subcontractor must verify by oath that they have read the statement subscribed by them and knows the contents thereof, and that it is true as of their own knowledge.

The Municipality reserves the right at any time during the performance of this agreement to omit any portion of the work without constituting grounds for any claim by the Contractor for allowances for damages. If such change or alteration results in a reduction of the work covered by this agreement, an equitable deduction shall be made from the compensation.

The Contractor agrees that they will indemnify and save the Municipality harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishings of machinery and parts thereof, equipment, power tools, and all supplies, including commissions, incurred in the furtherance of the performance of this Contract.

In paying any unpaid bills of the Contractor, the Municipality shall be deemed the agent of the Contractor. Any payment so made by the Municipality shall be considered payment made under the contract by the Municipality to the Contractor. The Municipality shall not be liable to the Contractor for any such payment made in good faith.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Municipality of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Municipality and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or their sureties from any obligation under this contract or any performance and payment bond required hereunder.

4. CONTRACTOR'S INSURANCE.

The Contractor shall not commence work under this contract until they have obtained all insurance required by law, including without limitation statutory worker's compensation and employee liability coverage, together with commercial general liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, automobile liability policies with limits of not less than \$500,000 for owned, non-owned or hired automobiles, and any additional insurance required by the Specifications or, if greater, the Proposal, and such insurance policies or certificates thereof have been delivered to and approved by the Municipality. Such coverage shall be maintained for the term of this Contract and shall not be modified without the Municipality's written consent.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the Municipality as an additional insured on the Contractor's insurance policies to the extent of Contractor's indemnity obligations under this Contract, with the exception of worker's compensation.

The policies naming the Municipality as an additional insured shall:

- (a) be an insurance policy from a New York State admitted insurer, A.M. Best rated "A-/IX" or better;
- (b) provide for 30 days' notice of cancellation or material change;
- (c) state that the Contractor's coverage shall be primary coverage for the Municipality for its Board, employees, agents and volunteers.

5. DAMAGES. It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by them under this Contract shall be that of an independent contractor. As an independent contractor, the Contractor will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, their agents, or employees have been negligent. The Contractor shall hold and keep the Municipality free from and discharged of any and all responsibility and liability of any sort or kind. The Contractor shall assume all

responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances.

6. INDEPENDENT CONTRACTOR: It is agreed that the Contractor is and shall be, in all respects, an independent contractor in performing the services described herein. Neither the Contractor or any of its agents or employees shall be deemed the agents or employees of the Municipality by reason of this Contract, and no such person or entity shall make any claim, demand or application to or for any right or privilege applicable to an agent or employee of the Municipality, including without limitation, worker's compensation coverage, unemployment insurance benefits, or retirement membership or credit. The Contractor shall at all times maintain worker's compensation coverage, unemployment and other insurance as required by law.

7. INDEMNITY AND SAVE HARMLESS AGREEMENT.

The Contractor agrees to indemnify, save harmless and defend the Municipality, its officers, agents and employees from any damage, liability or cost, including reasonable attorneys' fees, arising from or in any way connected with the Project or the Contractor's performance or the negligence, active or passive, of the Contractor, excluding only such damages, liabilities or costs attributable to the Municipality's own negligence or willful misconduct. The provisions of this indemnity may not be limited by reason or enumeration of any insurance coverage required. Such indemnity shall survive termination of this Contract.

8. REQUIRED PROVISIONS OF LAW.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. Without limiting the foregoing, the Contractor shall, among other things, fully comply with:

- (a) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law section 222-a.
- (d) Preference in employment of persons required by Labor Law section 222.
- (e) Eight-hour workday as required by Labor Law section 220(2).
- (f) Prevailing wage rates as required by Labor Law section 220. A copy of the wage determination for this project is attached at **Exhibit E**.

9. REPRESENTATIONS OF CONTRACTOR. The Contractor represents and warrants:

- (a) That they are financially solvent and that they are experienced in and competent to perform the type of work to be furnished by them;
- (b) That they are familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein;
- (c) That they and their subcontractors have no interest and will not acquire an interest, direct or indirect, that would conflict with the performance of the work under this Contract; and
- (d) That neither they nor any of their owners, officers, partners, directors or shareholders have been the subject of a criminal investigation.

10. MUNICIPALITY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

(a) The Municipality may alter or suspend Project work at any time in its sole judgment and compensate the Contractor for the equitable portion of acceptable work performed prior to the Contractor's receipt of the Municipality's notice to alter or suspend.

(b) The Municipality may reject any of the Contractor's work which is not, in the Municipality's sole judgment, in accordance with specifications. The Municipality's good faith judgment to reject shall not subject the Municipality to liability.

(c) The Municipality may at any time during the term of this Agreement terminate or suspend this Agreement by mailing to Contractor 30 days prior written notice of such termination, in which event Contractor shall be entitled to compensation for acceptable completed services rendered in accordance with the terms of this Agreement through the date of termination. Final payment shall be subject to receipt by the Municipality of all records, documents and data pertaining to services rendered under this Agreement, which shall be provided within ten (10) days of termination.

(d) The Municipality shall have the right to stop work or terminate the contract immediately without notice if:

(i) The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or

(ii) A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or

(iii) The Contractor refuses or fails to provide the services or any part thereof with due diligence; or

(iv) The Contractor fails to make prompt payment to persons supplying materials or labor for the services; or

(v) The Contractor fails or refuses to comply with all applicable laws or ordinances; or

(vi) The Contractor is in material breach of any provision of this contract.

11. DISPOSITION AND OWNERSHIP OF PROJECT DOCUMENTS.

All documents generated by the Contractor in carrying out Project work are the property of the Municipality, including all reports, field notes, field data, plans, and other documents generated or prepared by the Contractor under this Contract.

12. CLEANUP.

The Contractor shall, at all times, keep the premises free from accumulations of waste materials caused by their employees of Subcontractors or due to their work. At the completion of the Project, the Contractor shall remove all of their rubbish from the site, and all of their tools, scaffolding and surplus materials. They shall leave their work "broom clean", or its equivalent.

13. TAXES.

Any and all taxes now or hereafter imposed on the work to be performed and/or materials to be furnished or upon the Contract itself or any matter in connection therewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Municipality.

14. NOTICES.

Any and all notices and payments required hereunder shall be mailed by first class mail or served personally, addressed to the Municipality as follows and to the Contractor at the address set forth on the signature page of this Contract or to such other address as may hereafter be designated in writing by either party hereto:

To Municipality:
Village of Rhinebeck
76 East Market Street,
Rhinebeck, NY 12572
Attn: Village Clerk

15. AGREEMENT IS A LEGALLY BINDING CONTRACT. Each party hereto represents and warrants that this Contract has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Contract have been obtained.
16. NO THIRD PARTY BENEFICIARY. Nothing in this Contract shall act to confer third party beneficiary rights on any person or entity not a party to this Contract.
17. NO RECOURSE. All covenants, stipulations, promises, agreements and obligations of the Village contained in this Contract shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Village, and not of any member, director, officer, employee or agent of the Village in his individual capacity, and no recourse shall be had for the payment of any claim based under this Contract against any member, director, officer, employee or agent of the Village.
18. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original.
19. STANDARD CLAUSES. This Contract is subject to the terms attached hereto as **Exhibit A** and incorporated herein by reference.
20. SEVERABILITY. In case any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Contract, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

[The remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the above named parties have each duly authorized and executed this Contract by their authorized officers, dated as of the day and year first above written.

(SEAL)

Village of Rhinebeck

By: [Signature]
(Signature of authorized officer)

Title: Mayer

(SEAL)

CONTRACTOR: (Print or Type Contractor Name)

OSTERHART Electric Inc.

By: [Signature]
(Signature of authorized officer)

Title: Secy / Pres

Contractor's Notice Address:

4300 Albany Post Rd
Hyde Park NY 12538

STATE OF NEW YORK)

)SS.:

COUNTY OF Dutchess)

On this 17 day of January, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Bassett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

Notary Public

PATRICIA D. COON
Notary Public, State of New York
Registration #01CO6076294
Qualified In Dutchess County
Commission Expires June 24, 20__

STATE OF NEW YORK)

)SS.:

COUNTY OF Dutchess)

On this 17th day of January, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph Osterhacht, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

DEBRA A CUCCIA
Notary Public, State of New York
No. 01CU6358311
Qualified in Dutchess County
Commission Expires May 8, 2021

EXHIBIT A

STANDARD CLAUSES FOR MUNICIPAL CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Municipality, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-ASSIGNMENT

CLAUSE. This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Municipality and any attempts to assign the contract without the Municipality's written consent are null and void.

2. WORKERS'

COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. NON-DISCRIMINATION

REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or

public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors or any person acting on behalf of such contractor or subcontractor shall, by reason of race, creed, color, national origin, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

4. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the State or other contracting agency as defined in Section 312 is committed to expend, or does expend, funds in return for

labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (b) a written agreement in excess of \$100,000 whereby a contracting agency is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon, or (c) a written agreement in excess of \$100,000 whereby the owner of a State-assisted housing project is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a.) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

(b.) At the request of the Municipality, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that agency, union, or representative will affirmatively cooperate in the implementation of the

Contractor's obligations herein.

(c.) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State. The Municipality shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Municipality shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set

forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Municipality of any sums due and owing to any person for work done upon the project.

6. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with General Municipal Law § 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Municipality a non-collusive bidding certification on Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the

Municipality within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Municipality shall have rights of set-off. These rights shall include, but not be limited to, the Municipality's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Municipality with regard to this contract, or any other contract with the Municipality, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Municipality for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Municipality and third parties in connection therewith.

9. RECORD-KEEPING REQUIREMENT. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Municipality and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter during normal business hours at an office of the Contractor within the State of New York, or if no such office is available, at a mutually agreeable and reasonable venue within the State, for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Municipality shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Municipality's chief fiscal officer with a copy to

its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Municipality's right to discovery in any pending or future litigation.

10. **LIABILITY.** Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Municipality, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

11. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

12. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 106-b.

13. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

14. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Municipality's receipt of the return thereof by the United States Postal Service as

refused or undeliverable. Contractor must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient.

15. **OBSERVANCE OF LAWS.** The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. **DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION.** The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for

exemption will be the responsibility of the Contractor to meet with the approval of the State.

18. **ETHICS.** The Municipality shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law or the Municipality's ethics code.

19. **OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

21. **WICKS LAW PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of the owner in accordance with Section 101(5) of the General Municipal Law.

22. **NO WAIVER OF PROVISIONS.** The Municipality's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Municipality of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Municipality, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

23. **NO INVESTMENT ACTIVITIES IN IRAN.** A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section 165-a of the State Finance Law as a person engaging in investment activities in Iran as described in such section, shall not be deemed a responsible Contractor to the extent provided pursuant to section 103 of the General Municipal Law. By signing this contract, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief such Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

24. **ENTIRE AGREEMENT.** This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

EXHIBIT B
PROJECT SPECIFICATIONS
VILLAGE OF RHINEBECK LOW LIFT STATION FLOOD VENT INSTALLATION

General:

This contract is based on the latest NYSDOL prevailing wage schedule.

All OSHA approved safety equipment will be utilized throughout the Project.

Coordinate with owner and electrical contractor for scheduling.

No additional services are to be provided without approval of the Village, authorized in writing.

Scope of Work:

The scope of work for the low lift station flood vent installation project consists of the following:

Flood Vent Installation

1. Cut (4) rough openings into existing 12" thick masonry walls in locations indicated on the attached drawing. Masonry removed from rough openings to be removed and disposed of by contractor.
2. Install (4) Smart Vent 1540-520 (or approved equal) insulated flood vents in the openings following manufacturer's instructions. Smart Vent drawings are included on the attached drawing.

Elevate Vacuum Pumps

1. Construct new steel bases to raise vacuum pumps a minimum of 3' in elevation. Construct using 2" structural steel tubing and 6" C-Channel. New base to be bolted to floor and be finished with epoxy paint.
2. Extend vacuum lines as necessary. Coordinate with electrical contractor for relocation of junction box/extension of wiring.

Misc. Flood proofing

1. Replace existing sump pump with new 2", ¾ HP, integral float sump pump.

SEE ATTACHED

For the avoidance of doubt, notwithstanding the proposal, Payment Terms are pursuant to the Contract, not the proposal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2018

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

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

PRODUCER Marshall & Sterling, Inc. 110 Main Street Poughkeepsie NY 12601	CONTACT Samantha Pisanelli NAME: PHONE (A/C, No, Ext): (845) 454-0800 FAX (A/C, No): (845) 454-0880 E-MAIL ADDRESS: spisanelli@marshallsterling.com														
INSURED Osterhoudt Electric Inc 4300 Albany Post Road Hyde Park NY 12538	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Casualty Ins. Company</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Casualty Ins. Company	24074	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: CL1811559277** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BK01853144035	10/30/2018	10/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA01853144035	10/30/2018	10/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Underinsured Each \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ES057758561	10/30/2018	10/30/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Village of Rhinebeck is an additional insured if required by written contract, per endorsement number: CG8810.

CERTIFICATE HOLDER Village of Rhinebeck 76 East Market St. Rhinebeck, NY 12572	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kevin Viana/SPISAN
--	--



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141506586
KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER OSTERHOUDT ELECTRIC CO INC 4300 ALBANY POST RD HYDE PARK NY 12538
--

CERTIFICATE HOLDER VILLAGE OF RHINEBECK 76 EAST MARKET STREET RHINEBECK NY 12572
--

POLICY NUMBER G 800 094-5	CERTIFICATE NUMBER 182458	POLICY PERIOD 11/01/2018 TO 11/01/2019	DATE 11/1/2018
-------------------------------------	-------------------------------------	--	--------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 800 094-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 231061016

U-26.3



Crawford & Associates Engineering, PC

Engineering Consultants, Planners, Geologists & Surveyors

Hudson Office – 4411 Route 9 Suite 200 • Hudson, NY 12534

Tel: (518) 828-2700 • Fax: (518) 828-2723 • www.crawfordandassociates.com

ASSOCIATES

Andrew P. Aubin, PE, LEED (NY, VT)
Daniel J. Russell, LS

PRINCIPAL

David J. Crawford, PE (NY, MA, VT)

October 10, 2018

VIA USPS MAIL/Email

Osterhoudt Electric, Inc.
4300 Albany Post Rd.
Hyde Park, NY 12538

Attn: Ralph J. Osterhoudt Jr.
Owner

**Re: Village of Rhinebeck Low Lift Station Renovation
Notice of Award
C&A #: 4568.05**

Dear Mr. Osterhoudt:

Crawford and Associates Engineering (C&A) is hereby notifying Osterhoudt Electric Inc. that the Village of Rhinebeck has awarded Osterhoudt Electric the Low Lift Station Renovation Project. The Village has approved Osterhoudt Electric to complete all work included in the Base Bid and Alternate #1. Per the bid received, the total contract amount will be for \$19,147.00. A summary table is provided below for reference.

<u>Contract Summary Table</u>	
Base Bid	\$17,947.00
Alternate #1	\$1,200.00
Total Contract Sum	\$19,147.00

A contract has been enclosed with this letter and is to be completed by Osterhoudt Electric Inc. and returned to the Village Clerks Office at 76 East Market Street, Rhinebeck, NY 12572. A draft of the contract shall be sent to Crawford and Associates for review. Enclosed with the contract, Osterhoudt Electric shall provide the Village with proof of Insurance per Section 4 of the contract provided.

Upon receipt of the materials discussed above, and review of insurance certificates, a Notice to proceed with construction activities will be issued. Should you have any questions, or concerns, please feel free to contact me at (518) 828-2700, ext. 1114.

Sincerely,

Crawford & Associates Engineering, P.C.

Ted Bombola
Staff Engineer

Enclosed: Contract for Public Work

cc: Gary Bassett, Mayor of Rhinebeck
Brant Neuneker, Village Trustee
Pat Coon, Village Clerk
Rich Olson, Esq. Village Attorney
Andrew Aubin, Crawford and Associates

CONTRACT FOR PUBLIC WORK
Village of Rhinebeck Low Lift Station Renovation
Contract #4568.05

THIS CONTRACT, entered into this ____ day of _____, 2018, by and between the Village of Rhinebeck, Dutchess County, NY, with its office situate at 76 East Market Street, Rhinebeck, NY 12572, a municipality of the State of New York (the “Municipality”), and _____, a corporation organized under the laws of the State of New York with its address as stated on the execution page of this Contract (the “Contractor”).

WITNESSETH, that in consideration of the mutual agreements set forth in this Contract and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. WORK TO BE DONE AND CONSIDERATION.

The Contractor’s work shall consist of all necessary labor, materials, tools and equipment to install or construct the **Village of Rhinebeck Low Lift Station Renovation C&A # 4568.05 (the “Project”)** in accordance with the specifications attached as **Exhibit B** hereby incorporated in this Contract, at a lump sum fee of:

_____ (words) _____ Dollars (\$ (numbers)). Such bid amount shall be reflective of the amount included on the Bid Summary Sheet included in Appendix D. The Contractor shall procure and pay for all permits and licenses necessary for the work at its own expense.

The Contractor is not authorized to subcontract with any other person or entity for the purposes described in this Contract without prior written authorization from the Municipality which may be withheld in its discretion. In the event that Contractor is authorized to subcontract for services, all subcontractors shall be bound by the provisions of this Contract. This Contract is not assignable by the Contractor without the prior written consent of the Municipality which may be withheld in its discretion.

2. COMPLETION.

The work under this Contract shall commence at a time mutually agreed on between the Contractor and the Village, no later than April 1, 2019. Contractor will give the Village at least 3 business days’ notice of the date of mobilization and work on site will be completed within 45 business days of mobilization. Construction must be complete by May 31, 2019. Time of completion is of the essence in this Contract.

3. PAYMENT TO CONTRACTOR.

Promptly upon completion of the Project in accordance with the Specifications and acceptance of completion by the Municipality’s Engineer, the Contractor shall submit a voucher to the Village Treasurer using the standard form of the Municipality. Payment shall be made for accepted completed work by the Municipality after approval and acceptance by the Municipality’s Board of Trustees in accordance with the Municipality’s audit procedures.

When submitting a voucher for payment, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor must file a statement in writing, in form satisfactory to the Municipality, certifying to the amounts then due and owing from the Contractor or Subcontractor filing the statements to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. The statement must set forth the names of the persons whose wages or supplements are unpaid

and the amount due to each or on behalf of each, respectively. The Contractor or Subcontractor must verify by oath that they have read the statement subscribed by them and knows the contents thereof, and that it is true as of their own knowledge.

The Municipality may make changes by altering, adding to or deduction from the work, and adjusting the contract sum accordingly. All changed work shall be executed in conformity with the terms and conditions of the contract documents unless otherwise provided in the change order. Any change in the contract sum or time for completion shall be adjusted when issuing a change order.

No written or verbal instructions shall be construed as directing a change in the work unless in the form of a change order signed by the Municipality and the Contractor. The change order shall describe or enumerate the work to be performed and state the price to be added to or deducted from the contract sum. If the extent or cost of the work is not determinable until after the change in the work is performed, the change order shall specify the method for determining the cost and extent of the change order, he shall indicate his disagreement in writing on the face of the change order and promptly proceed in accordance with the change order.

If the contractor encounters a situation or work for which he believes he is entitled to a change order, he shall give the Municipality or inspector notice by telephone or in person within one business day and shall await instructions before proceeding.

If the Contractor is directed to perform work for which he believes he is entitled to a change order, he shall give the Municipality prompt written notice and await instructions before proceeding to execute such work. The Engineer may order the contractor to execute the work as contract work.

The Contractor agrees that they will indemnify and save the Municipality harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishings of machinery and parts thereof, equipment, power tools, and all supplies, including commissions, incurred in the furtherance of the performance of this Contract.

In paying any unpaid bills of the Contractor, the Municipality shall be deemed the agent of the Contractor. Any payment so made by the Municipality shall be considered payment made under the contract by the Municipality to the Contractor. The Municipality shall not be liable to the Contractor for any such payment made in good faith.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Municipality of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Municipality and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or their sureties from any obligation under this contract or any performance and payment bond required hereunder.

4. CONTRACTOR'S INSURANCE.

The Contractor shall not commence work under this contract until they have obtained all insurance required by law, including without limitation statutory worker's compensation and employee liability coverage, together with commercial general liability with limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, automobile liability policies with limits of not less than \$500,000 for owned, non-owned or hired automobiles, and any additional insurance required by the Specifications or, if greater, the Proposal, and such insurance policies or certificates thereof have been delivered to and approved by the Municipality. Such coverage shall be maintained for the term of this Contract and shall not be modified without the Municipality's written consent.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor

hereby agrees to effectuate the naming of the Municipality as an additional insured on the Contractor's insurance policies to the extent of Contractor's indemnity obligations under this Contract, with the exception of worker's compensation.

The policies naming the Municipality as an additional insured shall:

- (a) be an insurance policy from a New York State admitted insurer, A.M. Best rated "A-/IX" or better;
- (b) provide for 30 days' notice of cancellation or material change;
- (c) state that the Contractor's coverage shall be primary coverage for the Municipality for its Board, employees, agents and volunteers.

5. DAMAGES. It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by them under this Contract shall be that of an independent contractor. As an independent contractor, the Contractor will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, their agents, or employees have been negligent. The Contractor shall hold and keep the Municipality free from and discharged of any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances.

6. INDEPENDENT CONTRACTOR: It is agreed that the Contractor is and shall be, in all respects, an independent contractor in performing the services described herein. Neither the Contractor or any of its agents or employees shall be deemed the agents or employees of the Municipality by reason of this Contract, and no such person or entity shall make any claim, demand or application to or for any right or privilege applicable to an agent or employee of the Municipality, including without limitation, worker's compensation coverage, unemployment insurance benefits, or retirement membership or credit. The Contractor shall at all times maintain worker's compensation coverage, unemployment and other insurance as required by law.

7. INDEMNITY AND SAVE HARMLESS AGREEMENT.

The Contractor agrees to indemnify, save harmless and defend the Municipality, its officers, agents and employees from any damage, liability or cost, including reasonable attorneys' fees, arising from or in any way connected with the Project or the Contractor's performance or the negligence, active or passive, of the Contractor, excluding only such damages, liabilities or costs attributable to the Municipality's own negligence or willful misconduct. The provisions of this indemnity may not be limited by reason or enumeration of any insurance coverage required. Such indemnity shall survive termination of this Contract.

8. REQUIRED PROVISIONS OF LAW.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. Without limiting the foregoing, the Contractor shall, among other things, fully comply with:

- (a) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law section 222-a.

- (d) Preference in employment of persons required by Labor Law section 222.
- (e) Eight-hour workday as required by Labor Law section 220(2).
- (f) Prevailing wage rates as required by Labor Law section 220.

9. REPRESENTATIONS OF CONTRACTOR. The Contractor represents and warrants:

- (a) That they are financially solvent and that they are experienced in and competent to perform the type of work to be furnished by them;
- (b) That they are familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein;
- (c) That they and their subcontractors have no interest and will not acquire an interest, direct or indirect, that would conflict with the performance of the work under this Contract; and
- (d) That neither they nor any of their owners, officers, partners, directors or shareholders have been the subject of a criminal investigation.

10. MUNICIPALITY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

- (a) The Municipality may alter or suspend Project work at any time in its sole judgment and compensate the Contractor for the equitable portion of acceptable work performed prior to the Contractor's receipt of the Municipality's notice to alter or suspend.
- (b) The Municipality may reject any of the Contractor's work which is not, in the Municipality's sole judgment, in accordance with specifications. The Municipality's good faith judgment to reject shall not subject the Municipality to liability.
- (c) The Municipality may at any time during the term of this Agreement terminate or suspend this Agreement by mailing to Contractor 30 days prior written notice of such termination, in which event Contractor shall be entitled to compensation for acceptable completed services rendered in accordance with the terms of this Agreement through the date of termination. Final payment shall be subject to receipt by the Municipality of all records, documents and data pertaining to services rendered under this Agreement, which shall be provided within ten (10) days of termination.
- (d) The Municipality shall have the right to stop work or terminate the contract immediately without notice if:
 - (i) The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - (ii) A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
 - (iii) The Contractor refuses or fails to provide the services or any part thereof with due diligence; or
 - (iv) The Contractor fails to make prompt payment to persons supplying materials or labor for the services; or
 - (v) The Contractor fails or refuses to comply with all applicable laws or ordinances; or
 - (vi) The Contractor is in material breach of any provision of this contract.

11. DISPOSITION AND OWNERSHIP OF PROJECT DOCUMENTS.

All documents generated by the Contractor in carrying out Project work are the property of the Municipality, including all reports, field notes, field data, plans, and other documents generated or prepared by the Contractor under this Contract.

12. CLEANUP.

The Contractor shall, at all times, keep the premises free from accumulations of waste materials caused by their employees of Subcontractors or due to their work. At the completion of the Project, the Contractor shall remove all of their rubbish from the site, and all of their tools, scaffolding and surplus materials. They shall leave their work "broom clean", or its equivalent.

13. TAXES.

Any and all taxes now or hereafter imposed on the work to be performed and/or materials to be furnished or upon the Contract itself or any matter in connection therewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Municipality.

14. NOTICES.

Any and all notices and payments required hereunder shall be mailed by first class mail or served personally, addressed to the Municipality as follows and to the Contractor at the address set forth on the signature page of this Contract or to such other address as may hereafter be designated in writing by either party hereto:

To Municipality:
Village of Rhinebeck
76 East Market Street,
Rhinebeck, NY 12572
Attn: Village Clerk

15. AGREEMENT IS A LEGALLY BINDING CONTRACT. Each party hereto represents and warrants that this Contract has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Contract have been obtained.

16. NO THIRD PARTY BENEFICIARY. Nothing in this Contract shall act to confer third party beneficiary rights on any person or entity not a party to this Contract.

17. NO RECOURSE. All covenants, stipulations, promises, agreements and obligations of the Village contained in this Contract shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Village, and not of any member, director, officer, employee or agent of the Village in his individual capacity, and no recourse shall be had for the payment of any claim based under this Contract against any member, director, officer, employee or agent of the Village.

18. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original.

19. STANDARD CLAUSES. This Contract is subject to the terms attached hereto as **Exhibit A** and incorporated herein by reference.

20. SEVERABILITY. In case any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Contract, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

IN WITNESS WHEREOF, the above named parties have each duly authorized and executed this Contract by their authorized officers, dated as of the day and year first above written.

(SEAL)

Village of Rhinebeck

By: [Signature]
(Signature of authorized officer)
Title: Mayor

(SEAL)

CONTRACTOR: (Print or Type Contractor Name)

OSTERHOUT ELECTRIC Inc

By: [Signature]
(Signature of authorized officer)
Title: Service Technician

Contractor's Notice Address:

4300 Albany Post Rd
Hyll Park, N.Y. 12538

STATE OF NEW YORK)

)SS.:

COUNTY OF Dutchess)

On this 11 day of 2018, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Basse #, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

PATRICIA D. COON
Notary Public, State of New York
Registration #01C06076294
Qualified in Dutchess County
Commission Expires June 24, 2022

STATE OF NEW YORK)

)SS.:

COUNTY OF Dutchess)

On this 22nd day of October, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph Osterhout, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

DEBRA A CUCCIA
Notary Public, State of New York
No. 01CU6358311
Qualified in Dutchess County
Commission Expires May 8, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2018

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

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

PRODUCER Marshall & Sterling, Inc. 110 Main Street Poughkeepsie NY 12601	CONTACT NAME: Camille M. Rizzo PHONE (A/C No. Ext): (845) 454-0800 X2235 FAX (A/C No.): (845) 488-7804 E-MAIL ADDRESS: crizzo@marshallsterling.com														
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COVERAGES **CERTIFICATE NUMBER: CL1792540862** **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BK01853144035	10/30/2017	10/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA01853144035	10/30/2017	10/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			E8057758561	10/30/2017	10/30/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Village of Rhinebeck 76 East Market St. Rhinebeck, NY 12572	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kevin Viana/CRIZZO
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New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141506586
KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER OSTERHOUDT ELECTRIC CO INC 4300 ALBANY POST RD HYDE PARK NY 12538		CERTIFICATE HOLDER VILLAGE OF RHINEBECK 776 EAST MARKET STREET RHINEBECK NY 12572	
POLICY NUMBER G 800 094-5	CERTIFICATE NUMBER 81865	POLICY PERIOD 11/01/2018 TO 11/01/2019	DATE 10/25/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 800 094-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp).

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 252162875

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VILLAGE OF RHINEBECK

October 15, 2018

Osterhoudt Electric, Inc.
4300 Albany Post Rd.
Hyde Park, NY 12538

Dear Mr. Osterhoudt;

Please sign and have notarized the contracts included, and return one complete set to me at your earliest convenience. I am thanking you in advance for your prompt attention to this matter.

Sincerely,

Patricia (Pat) D. Coon, CMC, RMC
Clerk, Village of Rhinebeck
pcoon@villageofrhinebeckny.gov