



P.O. Box 189
Albany, NY 12201-0189

UNCOMPLETED WORK AGREEMENT

AGREEMENT FOR PROVIDING SECURITY FOR THE PERFORMANCE OF UNCOMPLETED WORK

Contract No. D _____ /TA _____

County _____

This Agreement, entered into this ___ day of _____, 20___ by the New York State Thruway Authority, hereinafter referred to as the "Authority" and _____

1. a corporation organized and existing under the laws of the State of _____,
2. a partnership consisting of _____,
3. an individual trading as _____ of the City of _____, State of _____ hereinafter called "Contractor", as follows

WHEREAS, the Engineer who is in charge of the above identified project for and on behalf of the Authority has certified to the Authority that the essential items in the contract of the said project have been completed in accordance with the terms of the said contract (see attached letter of acceptance) and

WHEREAS, in the judgment of the Authority, keeping the contract open and maintaining the contract bonding and/or, the withholding of the retained percentage would be an injustice to the Contractor,

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto,

WITNESSETH:

Article 1.

The Authority shall include in the final account the uncompleted items listed on the attached sheet and shall pay therefore at the item prices in the contract.

Article 1(A).

All provisions of Contract No. _____ applicable to the listed items are hereby incorporated into this Uncompleted Work Agreement.

Article 2.

- The Contractor agrees and does herewith deposit with the Authority, a certified check equal to double the estimated value of such uncompleted work in the amount of \$ _____. The Contractor shall send the certified check (payable to "NYS Thruway Authority" as appropriate) to the above address, Bureau of Cash & Investments Management, Attention: Accounts Receivable Supervisor.
- The Contractor agrees and does herewith deposit with the Authority, securities equal to double the estimated value of such uncompleted work in the amount of \$ _____.
- The Contractor agrees that on non-federal aid projects, securities or cash equal to double the estimated value of such uncompleted work in the amount of \$ _____ shall be deducted from any release of retainage based upon contract acceptance and any final payment made by the Authority until such time as the outstanding work has been completed.

UNCOMPLETED WORK AGREEMENT

Contract D No. _____

TA _____

Article 3.

The Contractor covenants and agrees to proceed to complete the uncompleted portion of the contract immediately upon notice from the Authority so to do, and to complete the same to the satisfaction of the Authority within a stated number of working days to be specified by the Authority and in accordance with the contract documents. Upon such completion, the Authority shall return the said deposit to the Contractor, but subject to and also excepting as herein otherwise provided.

Article 4.

The Contractor agrees to pay to the Authority the expense actually incurred by the Authority for engineering and inspection during the progress of said uncompleted work until such work shall have been completed and accepted by the Authority; or in case said Contractor shall fail to pay for such expense, then the Authority may deduct the same from the said deposit and return the balance, if any, to the Contractor.

Article 5.

In case of any failure or omission of performance on the part of the Contractor, then and in such event the Authority shall use the said deposit to complete the uncompleted portion of the contract by such means or methods as may, in its judgment, be in the best interests of the Authority. Any balance of said deposit that shall remain after the Authority invokes the procedures in this article shall be returned to the Contractor, but subject to and also excepting as herein otherwise provided.

Article 6.

The Contractor agrees to maintain, at the Contractor's expense, until final acceptance by the Authority of the work covered by the contract documents, the kinds and amounts of insurance noted in the contract documents, from insurance companies authorized to do such business in the State covering all operations thereunder whether performed by the Contractor or a Contractor's Sub-Contractors.

Before commencing any work under this Agreement, the Contractor agrees to furnish to the Authority a certificate or certificates of insurance, in form satisfactory to the Authority, showing that the Contractor has complied with the provisions of this Article, which policy or policies shall provide that the policies shall not be changed or canceled until 30 days written notice has been given to the Authority.

Recommended by:

Director, Construction Management

The parties named herein have executed this Agreement on the day and year above written.

The New York State Thruway Authority

Contractor

By _____
Chief Engineer

By _____

Name/Title

(Affix corporate seal of Contractor if a Corporation)

UNCOMPLETED WORK AGREEMENT

Contract D No. _____

(Acknowledgment by individual Contractor)

TA _____

STATE OF NEW YORK }
County of _____ } ss.:

On this _____ day of _____ 20____, before me personally came _____ known to me to be the person described in and who executed the foregoing instrument, and acknowledge that he/she executed the same.

Notary Public County

(Acknowledgment by co-partnership Contractor)

STATE OF NEW YORK }
County of _____ } ss.:

On this _____ day of _____ 20____, before me personally came and appeared _____ known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____ for the uses an purposes mentioned therein.

Notary Public County

(Acknowledgment by Contractor, if a Corporation)

STATE OF NEW YORK }
County of _____ } ss.:

On this _____ day of _____ 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____ that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public County

(SEAL)