

## **UNCOMPLETED WORK AGREEMENT**

## AGREEMENT FOR PROVIDING SECURITY FOR THE PERFORMANCE OF UNCOMPLETED WORK

Contract No. D /TA	
County	
	, 20 by the New York State Thruway Authority,
1. a corporation organized and existing under the	he laws of the State of ,
2. a partnership consisting of	
3. an individual trading as hereinafter called	of the City of , I "Contractor", as follows
	ve identified project for and on behalf of the Authority has certified to the he said project have been completed in accordance with the terms of and
WHEREAS, in the judgment of the Authority, keeping withholding of the retained percentage would be an i	the contract open and maintaining the contract bonding and/or, the njustice to the Contractor,
NOW, THEREFORE, in consideration of the mutual co	venants and agreements between the parties hereto,
WITNESSETH:	
Article 1. The Authority shall include in the final account the ur therefore at the item prices in the contract.	ncompleted items listed on the attached sheet and shall pay
Article 1(A). All provisions of the Contract applicable to the listed	items are hereby incorporated into this Uncompleted Work Agreement.
Article 2.	
of such uncompleted work in the amount of \$	th the Authority, a certified check equal to double the estimated value The Contractor shall make the certified check payable to tract D#" in the certified check's memo and send it along with a copy of Southern Blvd., Albany, NY 12209, Office of Revenue Accounting,

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Article 3.  The Contractor covenants and agrees to proceed to complete the uncompleted portion of the contract immediately upon notice from the Authority to do so, 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.					
inspection during the progress of said uncomple	eted work until suc o pay for such exp	Illy incurred by the Authority for engineering and ich work shall have been completed and accepted by the bense, then the Authority may deduct the same from -:			
shall use the said deposit to complete the uncorjudgment, be in the best interests of the Author	mpleted portion of rity. Any balance	the Contractor, then and in such event the Authority of the contract by such means or methods as may, in its of said deposit that shall remain after the Authority ntractor, but subject to and also excepting as herein			
covered by the contract documents, the kinds a	and amounts of ins iness in the State	until final acceptance by the Authority of the work surance noted in the contract documents, from covering all operations thereunder whether performed			
certificates of insurance, in form satisfactory to	the Authority, sho s shall provide tha	ctor agrees to furnish to the Authority a certificate or lowing that the Contractor has complied with the at the policies shall not be changed or canceled until			
Recommended by:					
Director, Construction Management	Date				
The parties named herein have executed this Agre	eement on the day	y and year below written.			
The New York State Thruway Authority					
		Contractor			
Ву		By			
Chief Engineer	Date				
		Name/Title			

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	Contract D No		
(Acknowledgment by indivi	dual Contractor)		ТΛ
STATE OF NEW YORK	_		TA
	} ss.:		
County of	}		
		ore me personally cameecuted the foregoing instrument, and	
		Notary Public	County
(Acknowledgment by co-pa	rtnership Contractor)		
STATE OF NEW YORK	١		
County of	} ss.:		
County of	} }		
		me personally came and appeared $$	
·		instrument, who, being duly sworn by	
		and that he/she executed the the/she had authority to sign same, a	
		of said firm of	•
for the uses an purposes m		or said fiffi of	
ior the uses an parposes in	chilorica thereim		
		Notary Public	County
		rtotary r abile	Country
(Acknowledgment by Contr	actor, if a Corporation)		
STATE OF NEW YORK	٦		
County of	} ss.:		
	}		
On this day of	20, before m	e personally came	to me known, who being
		that he/she is the	
		, the corporation described in and v	
		on; that the seal affixed to said instru of said corporation, and that he/she	
		Notary Public	County