

AGREEMENT

This AGREEMENT made this 2 day of May, 2011 by and between Jablonski Excavating, Inc hereinafter called the "Contractor", and **Town of Oneonta**, hereinafter called the "Owner".

WITNESS, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE 1 - SCOPE OF WORK

The Contractor shall furnish all of the materials and perform all of the work described in the Plans and Specifications entitled:

**BRIDGE RECONSTRUCTION
PONY FARM ROAD OVER
CANADIAN PACIFIC RAIL
BIN 2227870
TOWN OF ONEONTA
OTSEGO COUNTY, NEW YORK**

and shall do everything required by this Agreement, Plans, Specifications, and Technical Provisions.

ARTICLE 2 - TIME OF COMPLETION

The work of the Contract shall be commenced no later than ten (10) days after issue of a written "Notice to Proceed" of the owner and to complete the work required within one hundred thirty five (135) calendar days from the date of issuance of said notice. In default thereof, the Contractor shall be liable for liquidated damages in accordance with the conditions of Section 108 – Prosecution and Progress of the New York State Standard Specifications dated May 1, 2008.

ARTICLE 3 - THE CONTRACT SUM

The Owner will pay for the work by the unit prices and lump sums stipulated in the Proposal, which total 1,035,092.00 Dollars, subject to additions or deductions in quantity of work performed or changes agreed upon.

Progress payments will be made as follows:

- (A) Monthly progress payment of 95% of the contract value of work completed and processed in accordance with the Owner's audit policy and submitted on forms approved and signed by the Engineer.

- (B) Upon receipt of notice that the work is ready for final inspection and acceptance, the owner will promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, he shall promptly issue a certificate so stating and the entire amount due the Contractor shall be paid by the Owner after the date of final certificate.

Before issuance of the final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid, including but not limiting same to consent of the Surety.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, except those arising from unsettled liens, from faulty work appearing after payment or from requirements of the specifications, and of all claims by the Contractor except those previously made and still unsettled.

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Specifications, Plans and General Conditions, together with this agreement form the Contract and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the specifications, drawings and controls:

- (A) General Specifications, hereto attached;
- (B) Technical Provisions, hereto attached;
- (C) Contract Proposal;
- (D) General Conditions;
- (E) Controls - State of New York, Department of Transportation Standard Specifications, dated May 1, 2008, with Addenda;
- (F) Standard Specifications for Highway Bridges of the American Association of State Highway Officials;
- (G) New York State Steel Construction Manual.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

Contractor:

Attest:

[Signature]

JABLONSKI EXCAVATING, INC.

By: [Signature]

Title: President

(Acknowledgment by Contractor, if a corporation)

STATE OF NEW YORK

SS:

COUNTY OF Herkimer

On this 11 day of April, 2011, before me personally came Stephen J Jablonski to me known, who being by me duly sworn, did depose and say that he resides in St Johnsville, that he is the President of the Jablonski EXCAVATING INC, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[Signature]
Notary Public _____ County _____

Notary Public, State of New York
Herkimer County, No. 4924554
My Commission Expires 8/24/13