

COUNTY OF CHEMUNG, NEW YORK

****NOTICE OF AWARD****

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

Chemung County Legislature Resolution Number _____ Date _____

Chemung County has considered your bid submitted for the above entitled bid, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement and furnish any required Performance BOND, Payment BOND, and certificate of insurance within ten (10) business days from the date of this Notice. If you fail to execute said Agreement and to furnish said BONDS within ten (10) business days from the date of this Notice, Chemung County will be entitled to consider all your rights arising out of the County's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The County will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

Chemung County Department of _____

Street Address _____

Post Office Box _____ City _____ State _____ Zip Code _____

Telephone _____ Fax _____

By: _____
Department Head Signature Typed Name/Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____
Authorized Signature Typed Name/Title

For: _____
Organization

DATED the _____ day of _____, 20__ .

COUNTY OF CHEMUNG, NEW YORK

****NOTICE TO PROCEED****

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

Chemung County Legislature Resolution Number _____ Date _____

PLEASE BE ADVISED that work may begin on the above contract on _____, 20__
and shall be completed on or before _____ 20__.

Chemung County Project Manager: _____

PH: _____ FAX: _____ Mobile PH: _____ Email: _____

Project Engineer: _____

PH: _____ FAX: _____ Mobile PH: _____ Email: _____

You are required to return an acknowledged copy of this NOTICE TO PROCEED within five (5) calendar days of the date of this Notice to:

Chemung County Department of _____

Street Address PO Box City State Zip Code

Telephone Fax

By: _____
Department Head Signature Typed Name/Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE TO PROCEED
NOTICE TO PROCEED is hereby acknowledged and accepted.

By: _____
Authorized Signature Typed Name/Title

For: _____
Organization

DATED the _____ day of _____, 20__.

AGREEMENT FORM

THIS CONTRACT, made and entered into this ____ day of _____, 20__ by and between the County of Chemung, 203 Lake Street, Elmira, New York 14901 (Administrative Office address), hereinafter designated as the OWNER, and:

Hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the parties hereto, each in consideration of the Agreements of the part of the other herein contained, have mutually agreed and hereby mutually agree, the OWNER for itself and its successors and the CONTRACTOR for itself, himself, herself, or themselves and its successors, his, hers, or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION: Under this Agreement and Contract, the CONTRACTOR shall proceed with such project or services as hereby described:

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and thing to be performed by the Owner and herein provided; the Contractor agrees, at his/her own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1. Hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions as contained in the bid package and specifications, made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished and equipment and supplies sold, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: **Bid Documents and Specifications; Addenda; Plans or Drawings; Non-Collusion Bidding Certificate; Waiver of Immunity; Iranian**

Energy Divestment Certification; Certificate Regarding Equal Employment Opportunity; Notice of Award; Notice to Proceed; Agreement form; Site Entry Agreement and Indemnity; Insurance Certificates; Bid Bond; and Performance Bond.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement,

By: (Contractor)

(Seal)

Signature

Company Name

Company Address

By: (Owner - County)

(Seal)

Thomas Santulli,
Chemung County Executive

SITE ENTRY AGREEMENT AND INDEMNITY

Date: _____

Owned and/or Operated by the following:

CONTRACTOR: _____ Print Name
_____ Address

_____ Phone
_____ Person to Contact

SITE/PROJECT: _____

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the above named Owner does hereby give permission to Contractor to enter the above named project.

A. INSURANCE: Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

B. Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONTRACTOR'S EQUIPMENT: All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from and against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONTRACTOR:

APPROVAL OF OWNER:

(Name of Company)

Thomas Santulli,
Chemung County Executive

(Print Name & Title)

(Signature)