

## **NOTICE TO CONTRACTORS**

### **OLEAN URBAN RENEWAL AGENCY**

Sealed proposals will be received at the office of Community Development, Olean Urban Renewal Agency, Municipal Building, Olean, New York, up to 4:00 p.m., Friday, May 11, 2018 for mowing Olean Urban Renewal Agency owned open space for the period May 16, 2018 through November 1, 2018 with an option to renew annually up to a maximum of (3) three additional one year terms unless either party terminates the agreement by providing the other with a Notice of Termination as provided for by the terms and conditions of the agreement.

Proposals will be publicly opened and read at the time and place aforementioned.

Specifications, Form of Proposal, etc. may be obtained at the Department of Community Development, Room 209, Municipal Building, Olean, NY 14760 or by telephoning (716) 376-5647.

Proposals shall be submitted in a sealed envelope marked on the outside thereof: **"MOWING OLEAN URBAN RENEWAL AGENCY OWNED OPEN SPACE"**.

An executed Non-Collusive Bidding Certificate must accompany each proposal. Failure to provide this certificate shall result in not having the proposal read. No bidder may withdraw his/her proposal for a period of 45 days after date of opening. The Agency reserves the right to accept or reject any or all proposals.

CHUCK CORCORAN, CHAIRMAN

KERI L. KERPER, COORDINATOR  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**AGREEMENT PERTAINING TO MOWING GRASS**

**IN OLEAN URBAN RENEWAL AGENCY OWNED OPEN SPACE**

AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Olean Urban Renewal Agency, New York, hereinafter called "AGENCY" with offices located at Olean Municipal Building, and \_\_\_\_\_ hereinafter called "CONTRACTOR" with offices or place of business located at \_\_\_\_\_.

**WITNESSETH:**

1) This agreement shall be effective as of the date of signing by both parties, and remain in force until November 1, 2018 with an automatic renewal annually up to a maximum of three (3) additional one year terms unless either party terminates this agreement by providing the other with a Notice of Termination by January 20th of each contract year. This Agreement shall be administered for the Olean Urban Renewal Agency by the Community Development Program Coordinator (Coordinator) or her duly authorized representative. This Agreement may be terminated immediately by the Agency upon evidence presented by the Coordinator or her duly authorized representative that the Contractor has failed to fulfill the terms of the agreement, and may be terminated by the Contractor provided forty-five (45) days written notice has been given the Agency. In the event of termination, the Contractor will be paid a pro-rated amount of money based on even monthly payments and the date of termination.

2) The Contractor shall provide the equipment and service the areas described in attached Schedule A. All mowing equipment shall have discharge guards and they shall be in place at all times when mowing is occurring.

3) The Contractor shall: (a) Furnish all labor necessary to perform the service provided for in this agreement and to maintain proper conduct of its employees and pay said employees in full accordance with the Fair Labor Standards Act as amended, and any other applicable statutes.

(b) Carry Workmen's Compensation Insurance and Public Liability and Property Damage Insurance containing provisions for bodily injury coverage of at least \$100,000 and \$300,000 and

property damage coverage of at least \$50,000 and shall provide the Agency with Certificate of Insurance as evidence of such coverage. (c) The Contractor further agrees to assume all responsibility for damages to person or property that may accrue during the prosecution of the work through the negligence, of himself, his agents or employees, or from any other cause, and to save the Agency harmless therefrom. (d) The Contractor shall have the access to the premises for performance of services and for inspection purposes.

4) The Contractor shall not mow grass into City streets nor upon sidewalks. Interior and exterior sidewalks are to be cleared of all debris after each mowing event.

5) The Contractor shall put grass clippings in areas designated by the Agency or its duly authorized representative.

6) The mowing season begins May 16<sup>th</sup> and ends November 1<sup>st</sup>. The Contractor shall be responsible to maintain a height of **all grass** no greater than six inches (6"). The Contractor shall be responsible for trimming around all features within the open spaces.

7) The Agency shall pay the Contractor in even monthly installments beginning with the fourth Wednesday in June and the fourth Wednesday of each subsequent month thereafter up to, and inclusive of, November.

8) There are two (2) areas of work as defined by Schedule A. Bidders may bid on one or both areas with a separate cost. Award can be made to one contractor for both work areas or the Agency can split the award between two bidders. The Agency in its sole discretion reserves the right to award in the manner that represents the best interest of the Agency.

9) Neither party shall be liable for any breach of this agreement due to an Act of God or other events or acts beyond the control of the party or parties affected hereby.

10) The Contractor shall submit all necessary certificates of insurance with its bid.

11) The Contractor shall be responsible for removal, replacement and seeding of all damaged sod that may be disturbed by the Contractor during these operations.

12) Signing of the Agreement will occur once the proposal(s) is(are) accepted and insurance requirements are met.

13) Witness our hands and seals on the day and year first above mentioned.

\_\_\_\_\_  
PARTY OF THE FIRST PART

BY \_\_\_\_\_

OLEAN URBAN RENEWAL AGENCY

PARTY OF THE SECOND PART

BY \_\_\_\_\_

SCHEDULE "A"

**MOWING FROM MAY 16<sup>th</sup> through NOVEMBER 1<sup>st</sup>**

There are two areas to bid on. The bidder may bid one or both areas. The Total Bid for each parcel is a single amount for the entire mowing season

**TOTAL ACRES TO BE MOWED:**

<u>LOCATION</u>	<u>AREA TO BE MOWED</u>
<b>Buffalo Street</b> (94.055-1-37.2) Parcel 1	260' x 60' directly behind the Country Fair parcel
Total Bid for Parcel 1 \$_____	
<b>Constitution Avenue</b> (94.055-1-37.2) Parcel 2	380' along Constitution Ave. x 20' deep
Total Bid For Parcel 2 \$_____	

## NON-COLLUSIVE BIDDING CERTIFICATION

BY SUBMISSION OF THIS BID OR PROPOSAL, THE BIDDER CERTIFIES THAT:

- [1] This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- [2] This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
- [3] No attempt has been or will be made to include any other person, partnership or corporation to submit or not to submit a bid or proposal.
- [4] The person signing this bid or proposal certifies that he/she fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf.

\_\_\_\_\_  
BIDDER

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

# FORM OF PROPOSAL

I (We) the undersigned hereby agree to perform mowing of the Olean Urban Renewal Agency open space as per specifications for the 2018 season.

<b>Open Space</b>	<b>Lump Sum Bid</b>
1) Buffalo Street (Parcel 1)	\$ _____
2) Constitution Avenue (Parcel 2)	\$ _____
<b>Total Sum</b>	\$ _____

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**TOTAL BID WRITTEN IN WORDS**

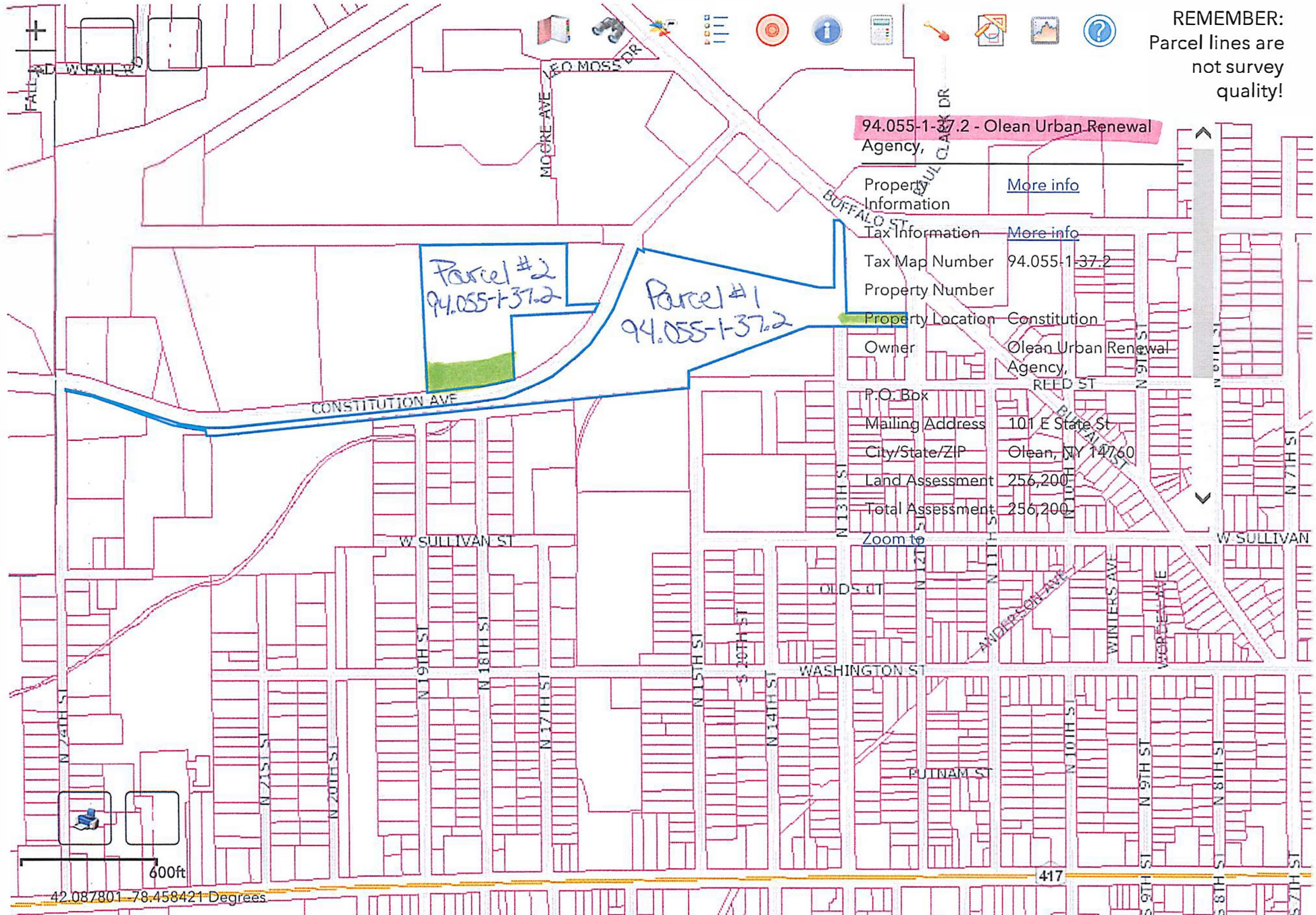
**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**COMPANY:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**DATED:** \_\_\_\_\_



# Cattaraugus County Parcel Viewer 3.0

Office of Real Property & GIS Services

*Same Tax ID#s*



REMEMBER:  
Parcel lines are  
not survey  
quality!

94.055-1-37.2 - Olean Urban Renewal Agency,

Property Information	<a href="#">More info</a>
Tax Information	<a href="#">More info</a>
Tax Map Number	94.055-1-37.2
Property Number	
Property Location	Constitution
Owner	Olean Urban Renewal Agency,
P.O. Box	
Mailing Address	101 E State St
City/State/ZIP	Olean, NY 14760
Land Assessment	256,200
Total Assessment	256,200

Zoom to

600ft

42.087801 - 78.458421 Degrees

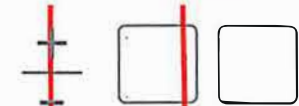
417





# Cattaraugus County Parcel Viewer 3.0

Office of Real Property & GIS Services



REMEMBER:  
Parcel lines are  
not survey  
quality!

2.10A(C)

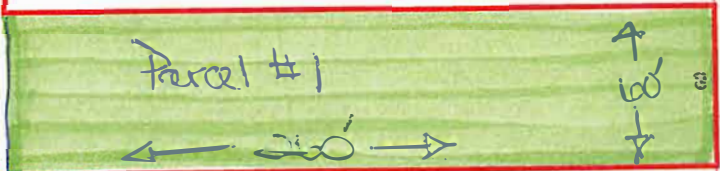
58

1.70A(C)

Country Fair

CCSA SOUTHERN  
TIER EXT RR AUTH

2



57  
Enhanced Search

By Shape By Value By Spatial Results

Features selected: 1

4 94.055-1-37.2

Owner: Olean Urban Renewal Agency

Property Number:

Property Location: Constitution

Mailing Address: 101 E State St

City/State: Olean, NY 14760

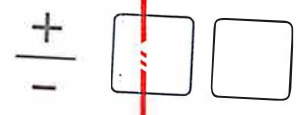
N 13th ST

60ft

42.084797 -78.445905 Degrees

# Cattaraugus County Parcel Viewer 3.0

Office of Real Property & GIS Services



18.85A(C)

REMEMBER:  
Parcel lines are  
not survey  
quality!

Parcel #2



### Enhanced Search

By Shape    By Value    By Spatial

Results

Features selected: 1

94.055-1-37.2  
Owner: Olean Urban Renewal Agency,  
Property Number:  
Property Location: Constitution  
Mailing Address: 101 E State St  
City/State: Olean, NY 14760

37.6

1.38A(C)

446.1

2825(S)



60ft

42.084359 -78.452551 Degrees    CONSTITUTION AVE



# Image Mate Online

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[Tax Maps](#)
[ORPS Links](#)
[Assessment Info](#)
[Help](#)
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**Commercial**

- Property Info
- Owner/Sales
- Inventory
- Improvements

**Tax Info**

- Tax Calculator

**Report**

- Comparables

**Parcel History**

[View parcel history data](#)

Municipality of City of Olean			
SWIS:	041200	Tax ID:	94.055-1-37.2
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Wholly Exem
Address:	Constitution Ave		
Property Class:	340 - Vacant indus	Site Property Class:	340 - Vacant indus
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Not Applicable
Neighborhood:	12701 -	School District:	Olean
Total Acreage/Size:	12.81	Equalization Rate:	----
Land Assessment:	2017 - \$256,200	Total Assessment:	2017 - \$256,200
Full Market Value:	2017 - \$287,865		
Deed Book:	60	Deed Page:	41469
Grid East:	1184121	Grid North:	759150
Special Districts for 2017			
<i>No information available for the 2017 roll year.</i>			
Land Types			
Type		Size	
Primary		12.81 acres	

**Photographs**

No Photo Available

**Documents**

- Deed History Card
- Survey Map

**Maps**

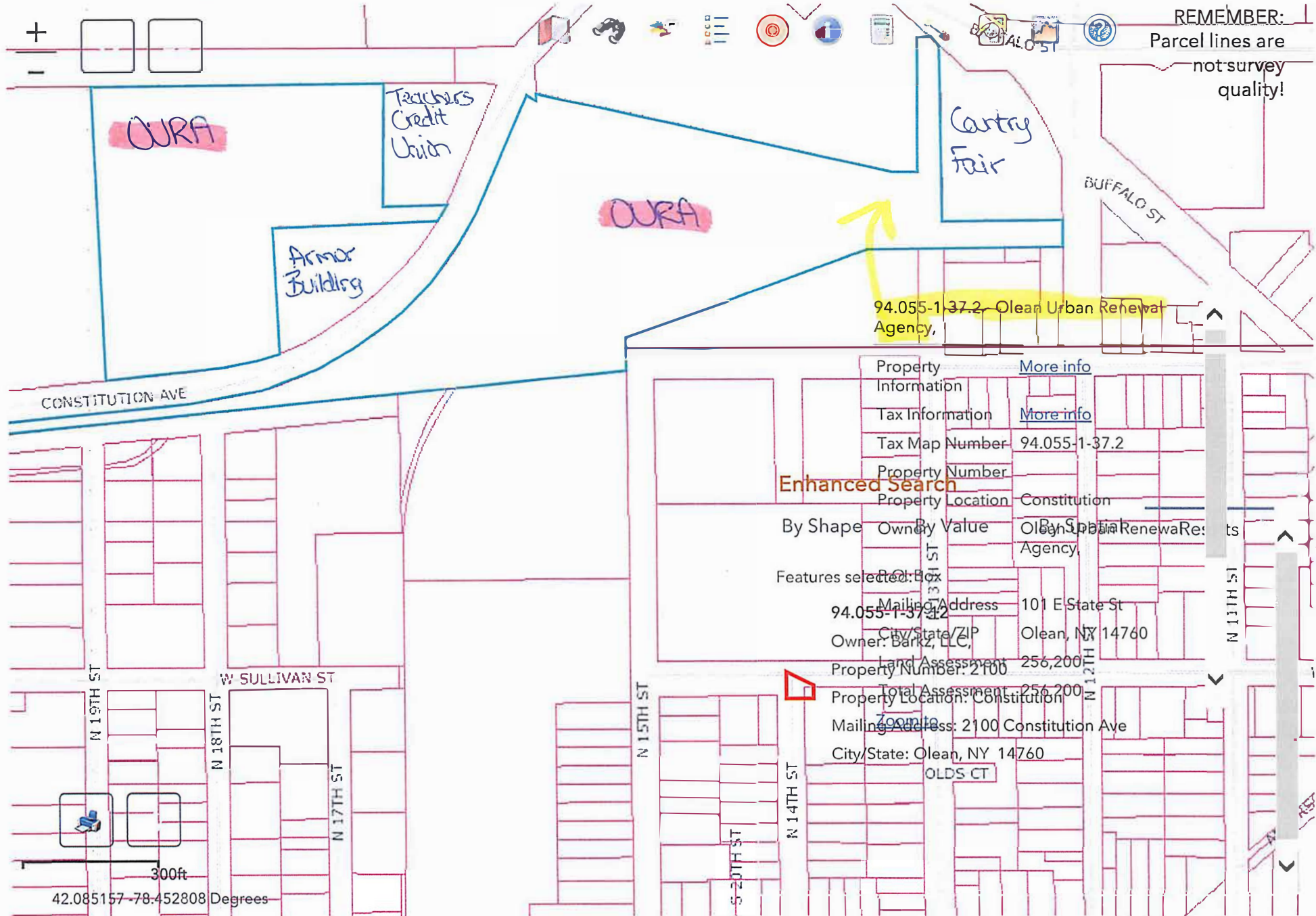
Send E-mail to Purchase Tax Map  
Or for more information  
[CLICK HERE.](#)

[View Tax Map](#)

[Pin Property on GIS Map](#)

# Cattaraugus County Parcel Viewer 3.0

Office of Real Property & GIS Services



94.055-1-37.2 - Olean Urban Renewal Agency,

Property Information	<a href="#">More info</a>		
Tax Information	<a href="#">More info</a>		
Tax Map Number	94.055-1-37.2		
Property Number			
Property Location	Constitution		
By Shape	Owner	By Value	Olean Urban Renewal Agency,
Features selected:	Box		
Mailing Address	101 E State St		
City/State/ZIP	Olean, NY 14760		
Owner:	Dark2, LLC,		
Land Assessment	256,200		
Property Number:	2100		
Total Assessment:	256,200		
Property Location:	Constitution		
Mailing Address:	2100 Constitution Ave		
City/State:	Olean, NY 14760		

Enhanced Search

REMEMBER:  
Parcel lines are not survey quality!

42.085157 -78.452808 Degrees



# Cattaraugus County Parcel Viewer 3.0

Office of Real Property & GIS Services

REMEMBER: Parcel lines are not survey quality!

94.055-1-37.2 - Olean Urban Renewal Agency,

Property Information [More info](#)

Tax Information [More info](#)

Tax Map Number: 94.055-1-37.2

Property Number:

Parcel Location: Constitution

Company: Olean Urban Renewal Agency

Address: 101 E State St

City/State/ZIP: Olean, NY 14760

Land Area (sq ft): 256,200

Total Assessment: 256,200

[Zoom in](#)

42.084967 -78.451564 Degrees