

## **NOTICE TO CONTRACTORS**

### **OLEAN URBAN RENEWAL AGENCY**

Sealed proposals will be received at the Olean Urban Renewal Agency (OURA), Municipal Building, Room 209, Olean, New York, 14760 up to 4:00 p.m., Friday, April 8, 2022 for mowing OURA owned open space for the period May 16, 2022 through November 1, 2022 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 OURA, 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 city Agency reserves the right to accept or reject any or all proposals.

EARL MCELFFRESH, CHAIRMAN

KERI L. KERPER, OURA CEO

**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, 2022 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 Chief executive Officer (CEO) or her duly authorized representative. This Agreement may be terminated immediately by the Agency upon evidence presented by the CEO 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 by 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/herself, his/her 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 upon receipt of invoice and executed OURA voucher beginning with the fourth Wednesday in June and the fourth Wednesday of each subsequent month thereafter up to, and inclusive of, November.

8) There is (1) area of work as defined by Schedule A. The Agency in its sole discretion reserves the right to award to a responsible bidder 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 is one area to bid on. The Total Bid for the parcel is a single amount for the entire mowing season

**TOTAL ACRES TO BE MOWED:**[illegible]

## **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 2022 season.

**Open Space**

**Lump Sum Bid**

**1) Constitution Avenue (Parcel 1)**

**\$** \_\_\_\_\_

**Total Sum**

**\$** \_\_\_\_\_

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**TOTAL BID WRITTEN IN WORDS**

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

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

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