

1. 9:30 A.M. Board Of Managers Meeting

Agenda:

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1. Approve a quote from Applied Mulch to install mulch at city playgrounds.
  1. Olmstead St. Park - \$2,670.70
  2. Heartt Ave Park - \$3,365.05
  3. Berkley Park - \$4,698.56
  4. Bevan Park (Lansings)- \$11,418.95
  5. 150 N. Mohawk Park (Craner) - \$6,371.74
  6. Primeau Park - \$3,596.49
2. Approve an A&E Agreement w/CHA for Manor Ave. storm sewer for \$60,000. LTCP consent order.
3. Approve a quote from Straight Line for road striping in various locations

Documents:

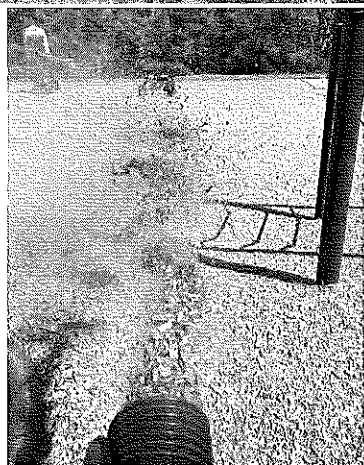
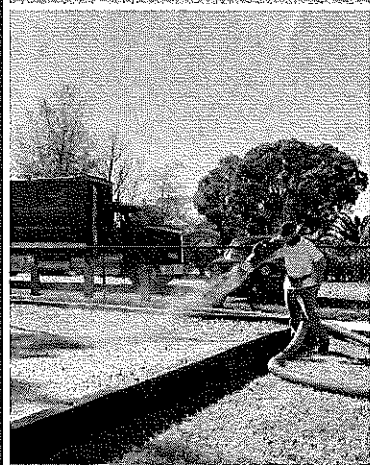
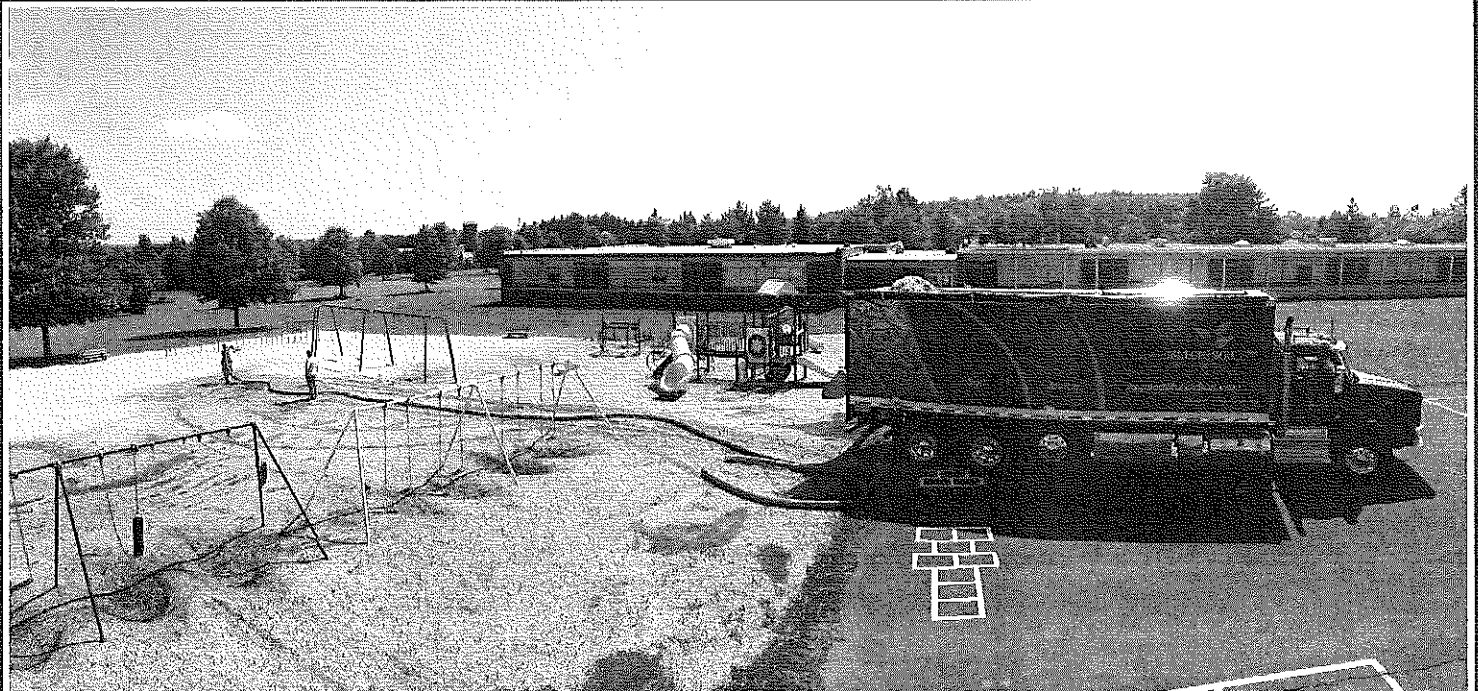
[APPLIED MULCH.PDF](#)  
[MANORAVE.PDF](#)  
[STRAIGHTLINE.PDF](#)

# PLAYGROUND MULCH

Efficiently Install Certified Playground Mulch

This state of the art installation process eliminates the need for dumping or stockpiling material on site.

Zero impact to lawn and landscape by utilizing lightweight hoses to distribute the mulch evenly and safely throughout the playground.



AppliedMULCH | SOIL  
Express Blower Services



**AppliedMULCHSOIL**  
Express Blower Services

2702 6th Avenue, Troy, NY 12180  
518-874-0426 Phone 518-271-7505 Fax  
www.appliedmulchsoil.com

05/11/2023

Sent Via: shennessey@ci.cohoes.ny.us

Steve Hennessey  
City of Cohoes  
97 Mohawk Street,  
Cohoes, NY 12047

Reference: Proposal For Client No: 13901 - City of Cohoes  
Job No: 230600 - AMS23 Playground Mulch City Of Cohoes - Applied Mulch Soil

**Applied Mulch Soil** is pleased to submit a proposal for the following location:  
97 Mohawk Street, Cohoes, NY 12047

For the following services:

**SUPPLY & INSTALL 45 CY 10 OLMSTEAD ST**

One Playground area located at 10 Olmstead St, Cohoes, NY, 12047 to be mulched with 45 CY of certified playground mulch.

Playground area will be edged, cleaned, weeded and prepared by others prior to mulching application. Mulching will only be completed after proper preparation has been completed.

Prevailing Wages are not included.

Please reference our attached Standard Terms and Conditions

Payment: Net 30 upon completion

**Applied Mulch Soil** extends the following quote: **\$2,670.70**  **Accept**  **Decline**

**SUPPLY & INSTALL 60 CY 99 HEARTT AVE**

One Playground area located at 99 Heartt Ave, Cohoes, NY, 12047 to be mulched with 60 CY of certified playground mulch.

Playground area will be edged, cleaned, weeded and prepared by others prior to mulching application. Mulching will only be completed after proper preparation has been completed.

Prevailing Wages are not included.

Please reference our attached Standard Terms and Conditions

Payment: Net 30 upon completion

**Applied Mulch Soil** extends the following quote: **\$3,365.05**  **Accept**  **Decline**

**SUPPLY & INSTALL 86 CY 204 BERKLEY AVE**

One Playground area located at 204 Berkley Ave, Cohoes, NY, 12047 to be mulched with 86 CY of certified playground mulch.

Playground area will be edged, cleaned, weeded and prepared by others prior to mulching application. Mulching will only be completed after proper preparation has been completed.

Continued...

05/11/23

Prevailing Wages are not included.

Please reference our attached Standard Terms and Conditions

Payment: Net 30 upon completion

Applied Mulch Soil extends the following quote: \$4,698.56  Accept  Decline

**SUPPLY & INSTALL 224 CY 9 BEVAN ST**

One Playground area located at 9 Bevan St, Cohoes, NY, 12047 to be mulched with 224 CY of certified playground mulch.

Playground area will be edged, cleaned, weeded and prepared by others prior to mulching application. Mulching will only be completed after proper preparation has been completed.

Prevailing Wages are not included.

Please reference our attached Standard Terms and Conditions

Payment: Net 30 upon completion

Applied Mulch Soil extends the following quote: \$11,418.95  Accept  Decline

**SUPPLY & INSTALL 120 150 NORTH MOHAWK ST**

One Playground area located at 150 North Mohawk St, Cohoes, NY, 12047 to be mulched with 120 CY of certified playground mulch.

Playground area will be edged, cleaned, weeded and prepared by others prior to mulching application. Mulching will only be completed after proper preparation has been completed.

Prevailing Wages are not included.

Please reference our attached Standard Terms and Conditions

Payment: Net 30 upon completion

Applied Mulch Soil extends the following quote: \$6,371.74  Accept  Decline

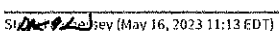
Note: Pricing quoted above good for twelve (12) days from date of proposal.


Line items above that fall under a Capital Improvement status will require a Certificate of Capital Improvement otherwise applicable Sales Tax will be charged.

ACCEPTED: The above prices and specifications of this Proposal are satisfactory hereby accepted on the date shown below.

Applied Mulch Soil is hereby authorized to proceed with the above work as specified. Owner and contractor have not determined a definite start date or completion date to be of the essence. Terms and Conditions are attached and hereby incorporated by reference. A deposit of fifty percent (50%) is due upon signing this agreement unless otherwise stated. Work will not commence prior to receipt of full deposit amount. A fuel surcharge may apply.

Date of Acceptance: May 16, 2023

By:  (May 16, 2023 11:13 EDT)  
Steve Hennessey

By:  (May 16, 2023 11:16 EDT)  
Shannon Gallivan, Vice President

## **STANDARD TERMS AND CONDITIONS**

Applied Mulch Soil (AMS) agrees to furnish the labor and/or materials identified in this Proposal/Agreement ("Agreement"). If you are not the owner of the property to which this agreement applies, you represent and warrant that you have the legal authority to grant AMS the right to provide the aforementioned labor and/or materials, and to execute and bind the owner of the property to this Agreement.

### **PRICING**

Pricing is on a per job, per proposal basis and not considered an Annual contract with set pricing, unless otherwise stated. Prices provided in this Agreement may be changed, either increased or decreased, if the scope of work changes or in the event of increases in the cost of fuel, material, labor, or costs incurred by AMS due to government regulation or other causes. Any change in pricing will be signed off and agreed to by both parties. Pricing does NOT include Prevailing Wage Rates or Weekend/Holiday/Irregular shift rates and is NOT inclusive of Sales Tax, unless otherwise stated. Work site permits, flaggers, parking permits and badging fees are excluded from any pricing and are the sole responsibility of the client, unless otherwise noted. AMS reserves the right to charge additional if AMS incurs additional expenses or lost production time because permits and/or security clearance/badging are not in place. AMS reserves the right for additional charges should project be above or below estimated material quantities. In the event the minimum quantity proposed is not reached, a \$5.00 (five dollar) per yard installed charge will be assessed. Prior written authorization will be required from Client to install additional quantities which exceeds minimum originally proposed. This Agreement is only valid if signed by you and returned within 30 days of the date of its issuance.

### **PAYMENT TERMS**

50% deposit due upon signing, progress payment equaling 25% of total contract due upon 50% completion of project and balance of contract due upon substantial completion of work, unless otherwise stated. Work will not commence without payment of the required deposit. If you fail to make payments when due, AMS reserves the right to terminate this Agreement. Also, a late service fee equal to the lesser of 1.5% per month or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Credit Cards may be used AMEX, MC, VISA. A 4% credit card transaction fee will be added to all transactions processed by credit card. Maximum charge allowed per credit card is \$25,000.00. There is no fee associated with any payment made by check, ACH or wire. Should it become necessary to bring an action to collect amounts due under this agreement, or in the event that there is any dispute between the parties to this Agreement, you agree to pay all costs including, but not limited to, attorney's fees, other fees and costs incurred by AMS. All deposits are non-refundable.

**ALL EXPRESS AND IMPLIED WARRANTIES OF ANY TYPE AND KIND IN CONNECTION WITH THIS TRANSACTION, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED IN ALL RESPECTS AND FOR ALL PURPOSES AND NO WARRANTY OF ANY TYPE SHALL BE IMPLIED BY LAW, USAGE OF TRADE, COURSE OF CONDUCT OR ANY OTHER BASIS. AMS IS NOT RESPONSIBLE FOR ACTS OF GOD OR WASHOUTS/EROSION OF ANY KIND.**

For Green Roof jobs, it is client's responsibility to have all waterproof tests completed prior to AMS mobilizing on site. Client will be charged for additional mobilization/travel/lost production and cost as a result. It is client's responsibility to provide accurate material specifications for the project to AMS for installation. AMS will install material specifications provided and share no burden for incorrect or wrong materials. Warranty of plantings or waterproofing are NOT included.

AMS may be responsible for direct damages caused by its negligence, but shall not be responsible for any indirect, incidental, consequential, punitive, or special damages arising or resulting from the performance or nonperformance of any obligations under this Agreement, or otherwise, including, but not limited to, loss of profits or income, regardless of the basis for the claim.

Any lawsuit or claim brought against AMS, whether based on contract, tort or any other legal theory of recovery arising from any claim or cause whatsoever directly or indirectly relating to or arising out of this transaction must be commenced within one year from the transaction and must be commenced in the Supreme Court of Rensselaer County, State of New York. This agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

This agreement and any invoice subsequently issued by AMS pursuant to the terms hereof, set forth the parties' entire agreement and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this agreement, written or otherwise. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this agreement, this agreement shall control.

Notwithstanding anything to the contrary herein, AMS reserves the right to terminate this agreement for cause, convenience or any reason whatsoever by providing fifteen (15) days written notice.

### **QUALITY GUARANTEE**

**AMS is committed to high quality service. If you are not satisfied and notify us, in writing, within 5 days after your inspection, we will analyze the issue and make specific recommendations to remedy the problem. You have a duty to inspect the property within fifteen (15) days after AMS's labor and/or materials have been provided. If you believe AMS provided deficient work or materials, you agree to notify AMS in writing, within five (5) days of the date of your inspection. If you fail to provide such timely written notice, you have jeopardized AMS's ability to inspect and/or remedy the alleged problem and, therefore, you agree to waive any and all rights and remedies that might otherwise have been available.**

**NOTE: If any specific dates for AMS's labor and/or materials are required, such be expressly set forth in the following empty lines:**

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REQUEST FOR AGENDA ITEM  
Legislative Request / BOM Request

Legislative Request  BOM Request

Date 6-8-2023  
Department Engineering  
Contact Person Garry Nathan

PURPOSE FOR REQUEST:

Adoption of Resolution: \_\_\_\_\_  
Adoption of Local Law: \_\_\_\_\_  
Adoption of Ordinance: \_\_\_\_\_  
Budget Amendment: \_\_\_\_\_  
Bond Approval: \_\_\_\_\_  
Contract Authorization:   
Other (Briefly Explain) \_\_\_\_\_

AE services for Planning and preliminary design for MAJOR Avenue Storm Sewer  
(cost \$60,000) This is a LTCP consent order project

Budget Amendment (State the following)

Increase Account/Line No. \_\_\_\_\_  
Decrease Account /Line No. \_\_\_\_\_  
Source of Funds Grant and CSO Communities

CONTRACT AUTHORIZATION

Purchase Equipment/Supplies: \_\_\_\_\_  
Lease Equipment/Supplies: \_\_\_\_\_  
Professional Services:   
Education/Training: \_\_\_\_\_  
Settlement of Claim: \_\_\_\_\_

Grants:

New EFC \$50,000  
Renewal \_\_\_\_\_  
Submission Dead Line \_\_\_\_\_

Fiscal Impact in Dollars or Percentage

Federal \_\_\_\_\_

State \$50,000 \_\_\_\_\_

City of Cohoes \$274 \_\_\_\_\_ \$9726 by CSO Communities

All back -up material has been submitted x \_\_\_\_\_

Explanation: \_\_\_\_\_ The other CSO Communities will split up the \$10,000 local cost with Cohoes share being \$274 \_\_\_\_\_

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Use space or add typed attachment.

Submitted by: Garry Nthan

date 6/7/2023 \_\_\_\_\_



June 8, 2023

Hon. William T. Keeler, Mayor  
City of Cohoes  
City Hall  
97 Mohawk Street  
Cohoes, NY 12047

ATTN: Mr. Gary Nathan, P.E.

RE: PROPOSAL FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE CITY OF COHOES  
MANOR AVENUE STORM SEPARATION ENGINEERING PLANNING GRANT REPORT  
CHA MASTER SERVICES AGREEMENT TASK ASSIGNMENT NO. 1

Dear Mayor Keeler:

CHA Consulting, Inc. (CHA) is pleased to submit this proposal to provide the City of Cohoes (City) with professional services associated with the above-mentioned project. The City will receive funding through the Clean Water State Revolving Fund (CWSRF) Engineering Planning Grants Program, as administered through the New York State Environmental Facilities Corporation (EFC). As such, it is understood that the executed engineering agreement will include the provisions required in the Mandatory State Revolving Fund Terms and Conditions, effective October 1, 2022, and will require the submittal of an approvable MWBE Workplan and EEO Utilization Plan.

The scope of this proposal shall be to provide the City with an Engineering Report that meets the requirements defined under this program. The project was determined to be a Type II category for actions required pursuant to an administrative enforcement order. The project will require SHPO and additional DEC/EFC review and approvals prior to construction. Our proposed scope of services, professional fee, and project schedule are included below.

#### PROJECT UNDERSTANDING

The Manor Avenue Sewer Separation Project will construct a new storm sewer along Manor Avenue in the City of Cohoes. The new storm sewer network will serve to abate flooding along New York Avenue and Miller Avenue; and will effectively separate flows from the City's combined sewer system. The project is required under the executed Order on Consent for the Albany Pool CSO LTCP (DEC Case # 4-20120911-01).

#### SCOPE OF SERVICES

##### **Task 1 – Project Coordination/Meetings**

The project will be started with an official kick-off meeting. The purpose of this meeting is to review the project parameters, grant requirements, the Consultant's technical scope, and any concerns or issues the



City needs addressed. In addition, CHA will request any supporting documentation or data required to complete the study. Over the course of this project, CHA shall maintain close coordination and communication with the City.

### **Task 2 – Subsurface Investigations**

In order to estimate groundwater levels and potential rock quantities that could impact construction costs, CHA proposes to coordinate with a drilling company and subcontract for up to two (2) days of soil drilling. CHA will propose boring locations for the City's review and approval prior to the investigation. It is estimated there will be 8-10 shallow borings advanced to depths of approximately 10 feet, or until bedrock is verified. If bedrock is encountered, confirmation cores shall be obtained to verify the nature of the underlying bedrock. As part of these efforts, CHA will work with the Drilling Subcontractor and/or City staff to quantify infiltration rates for the existing soils along the project corridor(s). CHA will conduct field supervision of the boring and infiltration investigations and coordinate the work with any necessary utility companies. The deliverable for this task will be the preparation of boring logs and infiltration testing results for the Engineering Report.

#### *General Assumptions:*

We offer the following assumptions relative to the geotechnical investigation. The assumptions are not intended to limit our proposal but are provided to clarify our understanding of the work required.

- CHA and our subcontractor will be granted free and easy access to the project site and all properties contained therein.
- Borings will be installed with a truck mounted rig. The borings will be backfilled with drill cuttings; no grouting will be performed.
- Drilling subcontractor will be required to pay New York State prevailing wage rates.
- CHA will mark the boring locations by pulling ties from existing site features to the extent possible.
- Excess soil cuttings from the borings will be disposed of on the City's property at a designated site.

### **Task 3 – SHPO Review and Coordination**

As part of this work, CHA will perform cultural resource investigations adhering to the guidelines recommended by the Historic Preservation Field Services Bureau; OPRHP/SHPO (recommendation in director's letter of September 20, 1995) for cultural resource management projects and the revised guidelines issued on May 5, 2005 (John Bonafide, Historic Preservation Field Services Bureau). It shall also comply with the New York State Historic Preservation Act (including associated guidance) and the requirements of the New York State Historic Preservation Office.

### **Task 3 – Engineering Report**

The proposed mitigation alternatives will focus primarily on providing separated conveyance for stormwater runoff and/or the promotion of green infrastructure components to reduce runoff. The report will consider storm and flood resiliency (e.g., potential for flooding impacts, or other extreme weather events), consider impacts on environmental justice (EJ) areas, and include a comprehensive analysis of the following alternatives:

- No-action alternative.
- Green infrastructure, in combination with gray infrastructure or individually, is required for projects involving stormwater, including stormwater inflow to sewer systems. A justification will be provided if a green infrastructure component is not part of the recommended alternative.
- Repair or replacement versus new construction.
- Regional consolidation opportunities or considerations.

Any alternatives considered technically infeasible will be identified as such and the rationale briefly discussed and Smart Growth alternative(s) will be considered and documented in the engineering report. The Engineering Report will satisfy the requirements of the components defined in the DEC/EFC Engineering Report Outline, including:

- Definition of the Problem
- Flow and Organic Load
- Impact on Existing Wastewater Facilities
- Project Description
- Conceptual Drawing/Site Plan
- Site Information
- Engineering Criteria
- Alternatives Considered and Alternative Selection
- Environmental Review Requirements
- Conclusion and Recommendations
- Smart Growth Certification Form

#### PROFESSIONAL FEE & EXPENSES

CHA proposes to be compensated for the scope of services defined above on a lump sum basis in an amount of Sixty Thousand Dollars (\$60,000.00), including expenses and drilling costs. CHA will not exceed this estimated amount without prior written authorization from the City of Cohoes.

#### PROJECT SCHEDULE

CHA is prepared to begin work on this project immediately upon receipt of a notice to proceed, with field investigations scheduled based on the availability of the drilling services. We anticipate completion of the Engineering Report within 6 to 9 months, prior to the 2024 Consolidated Funding Application filing deadline.

We trust this proposal meets with your satisfaction. If you have any questions, please do not hesitate to contact me directly at (518) 369-8991. Thank you for considering CHA for your engineering services, and we look forward to working with you and your staff on this project.

Very truly yours,



Michael F. Miller, P.E.  
Vice President

The terms and conditions for this Work Order are accepted in accordance with the City of Cohoes's Master Service Agreement with CHA Consulting, Inc., executed in 2023:

ACCEPTED BY: CITY OF COHOES

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_



Phone: 518-220-2000  
 Fax: 518-220-9993

5 Arrowhead Lane  
 Cohoes, NY 12047

Price Quotation

To: Steve Hennessey, City of Cohoes DPW  
 From: Richard A. Fremont  
 Date: June 2, 2023  
 Re: City of Cohoes Various Locations

We appreciate your consideration of the following price quotation:

Item #	Quantity	Unit of Measure	Description	Unit Price	Total
685.12	3,800	LF	Yellow Epoxy Refl. Pvmnt Stripes - 20 mls	\$1.00	\$3,800.00
685.11120009	3,262	LF	Epoxy Refl Pvmnt Stripes 20 mils - Hand Work	\$3.75	\$12,232.50

Additional Price Quote Information

Item(s) 685 NO Traffic Control, One mobilization, additional mobilizations \$500 each  
 Daily Minimum \$7,000

NOTE: All unit prices are based on a 4" width unless otherwise noted.

There are no warranties expressed or implied, nor any guarantees, on any pavement markings. In the event SLI is directed to install pavement markings outside of NYS Specification (Traffic Paint/Epoxy-spec temperature of 50 degrees and rising; and/or preformed tape specification installation dates of May 15th to Sept 1st and a minimum of 70 degrees) the GC will be responsible for payment of any/all markings installed regardless of whether or not payment is made by NYS and/or other municipality/property owner.

Delays while on site as scheduled will be billed additional. The costs of such delays include but are not limited to payroll, payroll taxes and insurance and equipment costs.

Straight Line Industries will provide insurance (GL, WC, DBL & umbrella) at our current limits. We do not provide any marine, special protective, railroad, professional liability or builder's risk insurances. Anything above or in addition to our current limits will be addressed as needed.

Straight Line Industries will not sign any project labor agreements. Straight Line will also not participate in local hire requirements (if any).

Holiday & weekend work billed additional. All stripe prices based on a 4" linear foot unless otherwise noted.

**This quote is good for 60 days.**