

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

Agenda:

1. Approve an RFP w/Twin Bridges for recycling at \$25 per ton. (2 RFP's received)
2. Approve a contract w/Chazen to prepare 3 grant applications for \$15,500.00

Documents:

[CHAZEN.PDF](#)

[RFP.PDF](#)

Yando, Lori

From: Seman-Graves, Joseph
Sent: Wednesday, June 2, 2021 5:20 PM
To: Yando, Lori
Cc: Keeler, William T. - Mayor; Durocher, Michael J.
Subject: Board of Managers Agenda Request
Attachments: Agenda Item_Request to Autorize Contract with Chazen for CFA Application....pdf

Hi Lori,

Please see the attached BOM agenda item request for a contract to authorize the Chazen Companies to submit three grant applications through the 2021 CFA process, and assist on a fourth application through National Grid. The total fee is \$15,500.

Thank you and please reach out should you have any questions.

Best,
Joe

Joseph Seman-Graves

City Planner
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047
518-233-2130 ext. 130
518-233-2162 - Fax
jseman-graves@ci.cohoes.ny.us
<http://www.ci.cohoes.ny.us>

REQUEST FOR AGENDA ITEM
Legislative Request / BOM Request

Legislative Request _____ BOM Request

Date 6/2/2021

Department Building & Planning

Contact Person Joe Seman-Graves

PERPOSE FOR REQUEST:

Adoption of Resolution: _____

Adoption of Local Law: _____

Adoption of Ordinance: _____

Budget Amendment: _____

Bond Approval: _____

Contract Authorization:

Other (Briefly Explain) _____

Budget Amendment (State the following)

Increase Account/Line No. _____

Decrease Account /Line No. _____

Source of Funds _____

CONTRACT AUTHORIZATION

Purchase Equipment/Supplies: _____

Lease Equipment/Supplies: _____

Professional Services:

Education/Training: _____

Settlement of Claim: _____

Grants:

New _____

Renewal _____

Submission Dead Line _____

Fiscal Impact in Dollars or Percentage

Federal _____

State _____

City of Cohoes __\$15,500.0__

All back -up material has been submitted x

Explanation:

The City of Cohoes will be applying for a number of grants through the 2021 Consolidated Funding Application (CFA) process. Two significant projects are (1) a funding request for bidding, construction administration, and implementation for streetscape renovations, a pocket park, and a pedestrian connection pathway on and around White Street – and (2) a funding request for master planning, survey and design for the Erie Canal Heritage Trail.

The two projects will consist of the following grant applications:

Project Area 1 | White Street Streetscape Improvements

- a. NYS DEC Climate Smart Communities (CSC)
- b. NYS Community Development Block Grant (CDBG)
- c. National Grid (as a match)

Project Area 2 | Erie Canal Heritage Trail (Recreation Way)

- a. NYS Office of Parks, Recreation and Historic Preservation (OPRHP) through the Environmental Protection Fund (EPF)

Given the nature of the projects and the City's past work in these fields and with these granting agencies, it is recommended that we proceed with hiring the Chazen Companies at a cost of \$15,500 to develop and submit these applications. The attached agreement outlines Chazen's potential scope of work and deliverables that would be required ahead of a July 30,2021 CFA deadline.

Thank you and please contact my office should you have any questions.

Submitted by: Joe Seman-Graves

date 6/2/2021



CAPITAL DISTRICT OFFICE
4 British American Blvd
Latham, NY 12110
P: 518.273.0055 or 888.539.9073
www.chazencompanies.com

May 19, 2021

Joe Seman-Graves
City Planner
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047

Re: *City of Cohoes – 2021 CFA Assistance*
Chazen Project No. 32155.00

Dear Mr. Seman-Graves,

Thank you for the opportunity to present this proposal to the City of Cohoes to provide grant writing and preliminary design services for the preparation of three (3) Consolidated Funding Applications (CFAs) for two significant City projects.

PROJECT AREAS AND UNDERSTANDING

Chazen and the City met (via video) on March 23, 2021 and outlined potential projects for which to prepare consolidated funding applications in 2021. The following two (2) projects were identified as viable candidates. Primary target funding sources were then determined for each project based on specific design elements and the alignment of these elements with the goals and objectives of each funding source:

Project Area 1 | White and/or Howard Streetscape Improvements

Funding request for bidding, construction administration and implementation.

- a. NYS DEC Climate Smart Communities (CSC)
- b. NYS Community Development Block Grant (CDBG)
- c. National Grid (as a match, City to complete application, Chazen to assist)

Project Area 2 | Erie Canal Heritage Trail (Recreation Way)

Funding request for master planning, survey and design.

- a. NYS Office of Parks, Recreation and Historic Preservation (OPRHP)
through the Environmental Protection Fund (EPF)

It is our current understand that the 2021 Consolidated Funding Applications are due by Friday, July 30, 2021.

SCOPE OF SERVICES

Based upon our understanding of the selected project areas and information gathered during our pre-proposal meeting, we offer the following scope of services.

Task 01 – Consolidated Funding Applications | Three (3) Applications (CSC, CDBG and OPRHP)

Scope: For each application Chazen will work with the City to define the scope of the funding request so that it meets the City’s needs and satisfies the program eligibility requirements. Chazen will also communicate with the respective agency representatives to ensure a viable application. A work program will then be prepared in sufficient detail to substantiate a project budget and correlated funding request.

Chazen will assist the City in the preparation of all resolutions and documents necessary to satisfy the CFA submittal requirements. Electronic submittal will be provided through the Consolidate Funding Application Portal and the City provided with a copy of the completed application.

The City will be responsible for preparation and scheduling of the necessary public hearing(s) as well as adopting resolution(s) or agreement(s) authorizing the grant request and committing the local match. Chazen asks that the City will assist with soliciting and collecting letters of support from Federal/State elected representatives and local entities, as necessary. Chazen will provide the City with resolution and letter templates, as well as suggested outreach contacts.

Project 1 | White and/or Howard Streetscape Improvements

As part of the *Cohoes Urban Connectivity Plan*, Chazen is currently working on design documents for improvements to White St., Howard St., an urban pocket park at the intersection of White St. and Remsen St., and a pedestrian promenade between Mohawk St. and Canvas St. With construction documents as the final deliverable for the *Connectivity* project, the City would like to pursue funding to help cover construction costs. Chazen will work with the City to determine project boundary limits to maximize funding opportunities within the thresholds of available City funds to match. The selected project will ultimately expand upon recent improvements to Remsen Street, improve accessibility, introduce green infrastructure/technologies, and bolster the downtown economy.

For this project, Chazen will prepare two (2) funding applications to cover bidding, construction administration and implementation. In early discussions with the City, it was determined that the primary target funding sources would be Climate Smart Communities (CSC), Community Development Block Grant (CDBG), and National Grid (as a match, application by City). Each funding source has the following match requirements: CSC at 50%, CDBG at 5-10%, and National Grid at 25%. Chazen will work with the City to help determine the City’s contribution (CHIPS, Bond, In-Kind, etc.) to assure a viable project independent of each funding source.

Project 2 | Erie Canal Heritage Trail (Recreation Way)

The creation of an Erie Canal Heritage Trail in downtown Cohoes was first contemplated in the middle of the 20th century. The trail would highlight and enhance a series of existing yet obscured heritage canal sites within the City as well as improve upon accessibility and connectivity between them. The proposed trail would also tie into existing NYS trail systems and act as a valuable draw for residents and visitors alike. With the City celebrating 150 years in 2020, this project would help to commemorate the City’s heritage as a once central hub for the historic Erie Canal.

For this project, Chazen will prepare one (1) funding application to cover master planning and survey/design costs. We understand from conversations between the City and OPRHP that the Trail has the potential to score favorably with an OPRHP (EPF) application. As such, the primary target funding source will be OPRHP.

Deliverables: Electronic (online) submission of (3) Grant Applications with supporting illustrative renderings and preliminary cost estimates (see task 02). A draft will be shared with the City prior to final submission.

Task 02 – Concept Development | Two (2) Projects (Streetscape/Trail)

Scope: Chazen will supplement each funding application narrative with a refined design/concept, illustrative renderings, material and precedent imagery, and preliminary cost estimates tailored to the application and funding request. These documents will be used to demonstrate and promote design intent, project viability and significance.

Chazen will utilize previously prepared concepts or designs as a baseline, update for existing conditions, and enhance with program elements aimed to meet the goals and objectives of each funding agency. The design documents will bolster each application and improve the chances for a successful 2021 award.

Deliverable: Electronic (online) submission of concept/design documents for each of the two (2) project sites. A draft will be shared with the City for review prior to final submission.

SCHEDULE AND FEE

We will complete, assemble and submit three (3) applications and required materials by the **CFA deadline of July 30, 2021.**

Please note, authorizing resolutions and public hearing must be scheduled in advance of the application deadline acknowledging funding agency timeline requirements. Chazen will provide templates for June target dates to schedule a Public Hearing, and publishing of Hearing notice at least 10 days in advance.

Chazen will provide the aforementioned services for a lump sum fee of **\$15,500** (inclusive of expenses).

AGREEMENT

As formal authorization to proceed, please sign below or forward written notification in accordance with the City's standard format (purchase order) for contract execution. We look forward to continuing our work together, and if you have any questions, please do not hesitate to contact me at khasselwander@chazencompanies.com or by phone at (518) 266-7322.

Sincerely,



Kevin Hasselwander, RLA, ISA
Landscape Architect, Project Manager

CC: Chris Round (Chazen, VP of Planning)

AUTHORIZATION

Signature: _____ Date: _____

Name: _____ Title: _____
(Please Print)

City of Cohoes
97 Mohawk Street
Cohoes, NY 12047

Request for Proposal

Recycling Disposal Sale/Services
Closing Date & Time: May 21, 2021 at 3:00 PM

The City of Cohoes reserves the right to reject any and all proposals.

PROPOSALS MUST BE RECEIVED AT TREASURER'S OFFICE, COHOES CITY HALL, 97 MOHAWK STREET, COHOES, NY 12047 ON OR BEFORE THE DUE DATE AND MUST BE SUBMITTED IN A SEALED ENVELOPE WITH BIDDER'S NAME APPEARING ON THE OUTSIDE OF THE ENVELOPE.

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.

PURPOSE AND BACKGROUND

Purpose:

The City of Cohoes (the City) is soliciting proposals for the recycling of the City's single stream or commingled recyclables (herein hereafter referred to as recyclables) that is collected on a weekly schedule for different sections of the City from residential and business locations.

The selected vendor will be working closely with the Department of Public Works (DPW) to accept these recyclables on a schedule basis.

Background:

The City's DPW is responsible for the collection of all recyclables. Once collected by DPW, all recyclables shall be delivered to the Vendor in accordance with a schedule agreed upon with the selected vendor. Approximately 963.46 tons of recyclables were collected for calendar year 2020.

Single Award:

The City intends to award one contract and does not anticipate awards to multiple companies.

SPECIFICATIONS and SCOPE OF WORK

A. General Specifications/Scope of Work:

- The City's DPW will deliver to the Approved Vendor the recyclables outlined in the RFP at the approved location.
- The Approved Vendor shall provide the City driver with a written receipt indicating the tonnage delivered that day.
- The Approved Vendor(s) shall comply with all state, federal, and local laws and regulations as they pertain to recyclables.

Contract Term:

This contract shall be for two years, with two (2) one year extensions allowed at the option of the City. Such extension shall take effect upon written confirmation by the City and such notice must be given at least 45 days prior to the expiration of the contract.

A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the Approved Vendor must perform in accordance with all terms and

conditions of the contract. Failure to perform during this trial period may cause the immediate cancellation of the contract. If dispute occurs due to a discrepancy as to the quantities of the recyclables delivered to the approved collection site, the City's decision shall prevail. If the contract is terminated within the trial period, the City reserves the right to award the contract to the next lowest responsible Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to a 90-day trial period.

Contact Information:

The selected vendor shall provide the appropriate contact information to facilitate resolution of service and billing questions.

Communications with the City:

All Vendor communications concerning this Request for Proposal shall be directed to the RFP Coordinator. The RFP Coordinator is:

James Bouchard, Treasurer
Treasurer's Office
97 Mohawk Street
Cohoes, NY 12047
jbouchard@ci.cohoes.ny.us
518.233.2111

Questions:

Questions are to be submitted to the RFP Coordinator stated above by May 7, 2021 to allow for proper response before the due date of the RFP.

Changes to the RFP/Addenda:

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives. A change to this RFP will be made by formal written addendum issued by the City and shall become part of this RFP and included as part of the Contract. It is the responsibility of the interested vendor to assure they have received Addenda if any are issued.

Submittal Requirements:

The RFP should be submitted in its entirety and should include any and all information deemed necessary to provide the City with sufficient information to make a responsible selection. The proposal must include:

1. Information relating to the experience of the proposer and the proposer's ability to carry out the responsibilities required by a proposed contract; ✓
2. Signed Non-Collusive Bidding certification ✓
3. Signed hold harmless/indemnification ✓
4. Completed Proposed Service Price ✓

5. Responses should be submitted in a sealed envelope clearly marked with the name and address of the proposer, with the words **Recycling Disposal Sale/Services** shown on the outside of the envelope.

The envelope should be addressed to James Bouchard, Treasurer's Office, City of Cohoes, 97 Mohawk Street, Cohoes, NY 12047. If packages are not clearly marked, the Proposer assumes the risk of the package being misplaced and not properly delivered.

The Submittal may be hand-delivered or must otherwise be received by James Bouchard at the address provided by the submittal deadline.

Late Submittals:

Proposers have full responsibility to ensure the response arrives at the City within the deadline. A late submittal will be rejected as untimely.

EVALUATION PROCESS

Step #1: Initial Screening: Minimum Qualifications and Responsiveness:

The City shall first review submittals for completeness of package submission. Those found responsive and responsible based on this initial review shall then be presented to the Cohoes Board of Managers for further review and recommendation of award. The Cohoes Common Council will make the final decision.

Step #2: Optional Interviews:

The City may request an interview with any/all firms submitting proposals.

Step #3: References

The Vendor is to submit the list of names and addresses of at least three (3) of its current clients.

Step #4: Selection:

The City shall select the firm that it deems, based upon the proposal submitted, to be the most responsible bidder. The City reserves its right to reject any and all bidders.

AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The City intends to provide written notice of the intention to award in a timely manner to all Vendors responding to the Solicitation.

Instructions to the Apparently Successful Vendor(s):

The Apparently Successful Vendor(s) will receive an Intent to Award Letter from the City after an award decision is made by the City.

Non-Collusive Bidding Certification

(This page is required with your submission)

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Twin Bridges Waste & Recycling

Firm

By: _____
Signature

Print Name: John Brady

Title: President

Date: 5/20/2021

INDEMNIFICATION/HOLD HARMLESS AGREEMENT


To the fullest extent permitted by law, the Independent Contractor and their subcontractors shall indemnify and hold harmless Incorporated City of Cohoes, all elected and appointed officials, employees and volunteers from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the Independent Contractor and any of their sub-contractors work, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, regardless of whether or not it is caused in part by a party indemnified there under . Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this paragraph.

In any and all claims against Incorporated City of Cohoes, all elected and appointed officials, employees and volunteers or any of its agents or employees by any employee of the contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the contractor or their subcontractor under Workers Compensation acts, disability acts, or other employee benefit acts.


IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the 20th day of May, 2021.

Address

Twin Bridges Waste & Recycling
Applicant - Name of Firm - Contractor


Contractor's Signature
John Brady - President
(Please Print Name and Title)

Witness:


Signature
05/20/2021
Date
Gavin George
Print Name

Proposed Service Price
(This page is required with your submission)

COMPANY NAME: Twin Bridges Waste & Recycling

ADDRESS: 1626 Route 9, Clifton Park NY 12065

TELEPHONE NO: 518-267-3400

Physical Address where recyclables are to be delivered:

Twin Bridges Recycling Center


417 Route 146

Clifton Park, NY 12065

Disposal Cost:

Commingled Recyclables \$ 25 per ton

Printed Name of Officer of Company: John Brady

Signature/Date of Officer of Company:  5/20/2021

Contact Phone #: 518-688-4535

Twin Bridges Waste & Recycling

Twin Bridges Recycling Center

Twin Bridges Waste and Recycling owns and operates a 60,000 square foot Recycling Center in Halfmoon, New York. This facility houses the most state of the art recycling sorting and processing technology provided by Green Machine.

The facility is registered to accept up to 249 tons of single stream recycling per day. We currently receive and process about 175-200 tons per day of single stream recyclables collected by our hauling company and various other third-party haulers. Given the anticipated tonnage coming from the City of Cohoes, our facility is more than capable to receive and process the expected volume.

Feel free to take a virtual tour of our facility at:

Twinbridgeswasteandrecycling.com

AGREEMENT FOR TEMPORARY RECYCLING SERVICES

AGREEMENT made and entered into as of the first day of July, 2021, by and between the City of Cohoes, 97 Mohawk Street, Cohoes, NY 12047 (“the City”) and Twin Bridges Waste and Recycling, 417 Route 146 Clifton Park, NY 12065 NEED CONFIRMATIO OF LEGAL NAME (the Vendor”).

WITNESSETH

WHEREAS, the City issued a Request for Proposals for Recycling Services, a copy of which RFP is attached hereto and incorporated herein as Exhibit “A” (the “RFP”); and

WHEREAS, the said RFP was issued and advertised in accordance with the City’s Procurement Policy; and

WHEREAS, the Vendor duly submitted a Proposal dated May 20, 2021, a copy of which Proposal is attached hereto and incorporated herein as Exhibit “B” (the “Proposal”) in response to the RFP; and

WHEREAS, the City’s review team duly evaluated all proposals submitted in response to the said RFP and determined the Vendor’s Proposal to be most advantageous to the City; and

WHEREAS, the Vendor desires to accept engagement to provide the services requested in the RFP on the terms set forth in its Proposal;

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed, by and between the parties hereto as follows:

1. The City hereby retains the Vendor to provide Recycling Services in accordance with the terms of the RFP and the Proposal. The Vendor hereby accepts said engagement.

2. The Vendor shall furnish all services as provided in in the RFP. All services performed by the Vendor shall be in accordance applicable law and all rules, regulations, and guidelines.
3. Subject to the ninety (90) day trial period as set forth in the RFP, this engagement shall be for a period of two (2) years beginning July 1, 2021 and ending June 30, 2023. The City shall have the right, but not the obligation, to extend the term of the engagement for two (2) additional periods of one (1) year. The City shall provide notice to the Vendor of its intent to extend the term of this agreement no later than thirty (30) days prior to the end of the original or extended term. Any notices required pursuant to this paragraph shall be provided in the same manner as set forth in paragraph 6.
4. The City shall pay the Vendor for providing the above services described in the RFP at the rates detailed in the Proposal and attached herein as Exhibit C (“Cost Proposal Pricing”) through the original term and any extended term(s). There shall be no increase or decrease in the rates. The Vendor shall invoice the City on a monthly basis and the City shall endeavor to pay such invoices within thirty (30) days of receipt.
5. Throughout the engagement, Vendor shall fully comply with all requirements set forth in the RFP.
6. The parties shall only be permitted to terminate the engagement and this agreement in accordance with the RFP and this agreement. All notices by the City shall be sent by certified mail, return receipt requested, to the Vendor as follows:

John Brady
Twin Bridges Waste and Recycling
417 Route 146
Clifton Park, NY 12065

All notices by the Vendor shall be sent by certified mail, return receipt requested, to the City as follows:

Office of the Mayor
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047

7. This agreement shall be interpreted in accordance with the laws of the State of New York. The parties expressly agree that any legal action between them shall be commenced in New York State Supreme Court for the County of Albany and/or United States District Court for the Northern District of New York. The parties agree that Albany County and/or the Northern District of New York are the proper venues for legal action.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

DATED: _____, 2021
Cohoes, New York

TWIN BRIDGES WASTE
& RECYCLING

CITY OF COHOES

by: John Brady, President

by: William T. Keeler, Mayor

EXHIBIT A

RFP # P21003

Exhibit B

RFP # P21003

Exhibit C

RFP # P21003