

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

Agenda:

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1. Approve a contract w/Evolution for work at Craner park for \$17,460 from Parks Bond
2. Approve a contract w/Crafco for work at Sunset Park for \$12,569 from Parks Bond
3. Approve a contract w/Evolution for work at Westend Park for \$15,370 from Parks Bond
4. Approve a contract w/Evolution for work at Heartt Ave. Park for \$15,870 from Parks Bond
5. Approve a professional service contract w/Daniele Cherniak for 12 weeks NTE \$7,200

Documents:

[CRAFCO-HEARTTAVEPARK.PDF](#)
[EVOLUTION-CRANERPARK.PDF](#)
[EVOLUTION-SUNSETPARK.PDF](#)
[EVOLUTION-WESTENDPARK.PDF](#)
[PROFESSIONALSERVICES.PDF](#)

REQUEST FOR AGENDA ITEM
Legislative Request / BOM Request

Legislative Request _____ BOM Request

Date 6/16/2021

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 __\$12,569 (to be taken from Parks Bond)___

All back -up material has been submitted _x___

Explanation:

As part of Phase I of the City's park restoration initiative, the City will be addressing basketball and tennis court conditions with the final treatment being determined on a case-by-case basis. The surfaces of the courts at Heartt Avenue Park are in fairly good condition, only requiring sealing, painting, and striping. Field Turf has provided a quote for \$12,569, and they are a NYS low-bidder for these services.

The cost of \$12,569 reflects the supplies, labor, equipment, and mobilization fees. Field Turf proposes to pressure wash the court; repair any cracks with Armor Crack Repairs; apply two coats of Action Paver Acrylic Resurfacer; apply two coats of Action Pave Acrylic Filler; and layout and hand paint one set of basketball playing lines with Action Pave Acrylic Textured White Line Paint.

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

Submitted by: Joe Seman-Graves____ date__6/16/2021_____



THE ULTIMATE
SURFACE EXPERIENCE

CRAFCO, Inc.

Date: April 27, 2021

To: Mr. Joseph Seman-Graves
Cohoes City of
97 N Mohawk St
Cohoes, NY 12045

From: Ted Marbaker
Copeland Coating & Sport Surfaces
518-860-2066
theodore.marbaker@crafco.com

Subject: Cohoes City of: Heartt Avenue Park 1 Existing Basketball Court

FieldTurf USA, Inc. in conjunction with CRAFCO is pleased to present the following proposal. Price estimates are based off of SmartBuy Cooperative Purchasing Program pricing. SmartBuy provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual schools do not have to duplicate the bidding process.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO or Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

CRAFCO INC., proposes to furnish all labor, materials and insurance to install the 4 COAT ACTION PAVE ACRYLIC COLOR COATING SURFACE SYSTEM to 1 EXISTING BASKETBALL COURT located at HEARTT AVENUE PARK located in COHOES N.Y. Total area comprises approximately 490 SQUARE YARDS. Procedure to be as follows:

1. PRESSURE WASHING - Utilizing a SPRINT TC-2220 HYDRO JET BLASTER, by IMPACT FORCE, INC. Remove all dirt, mildew and other contaminants from the entire surface area. Thoroughly air blow and clean the entire surface.
2. CRACK REPAIRS - Rout, air blow and clean a total of 400 LINEAL feet of existing structural crack. Fill to refusal with ACTION PAVE ACRYLIC CRACK AND LEVELING BINDER PATCH. Multiple applications may be necessary. Color repairs only and reinstate playing lines as necessary. Structural cracks cannot be repaired permanently with surface procedures, therefore Copeland Coating cannot guarantee these repairs.
3. ARMOR CRACK REPAIR SYSTEM - Overlay all structural crack repairs with the ARMOR CRACK REPAIR SYSTEM. A total of 250 LINEAL feet of is included. See enclosed ARMOR CRACK REPAIR literature.
4. ACTION PAVE ACRYLIC RESURFACER - Furnish and apply 2 COATS of ACTION PAVE ACRYLIC RESURFACER to entire court area.
5. ACTION PAVE ACRYLIC FILLER - Furnish and apply 2 COATS of fully pigmented ACTION PAVE ACRYLIC FILLER. Colors to be OWNERS CHOICE FROM MANUFACTURES STANDARD COLORS.
6. LINE STRIPING - Layout and hand paint 1 SET of BASKETBALL playing lines per using ACTION PAVE ACRYLIC TEXTURED WHITE LINE PAINT.
7. CLEAN UP - Clean up general work area.
8. LOW SPOT / BIRDBATH REPAIR - Price DOES NOT INCLUDE PATCHING OF DEPRESSIONS (BIRDBATHS) and other irregularities in the EXISTING ASPHALT. This work, should it be necessary, shall constitute an extra charge based on all additional costs including and associated to mobilization(s), labor and materials.
9. GENERAL PROVISIONS - Price does not include the cost of bonds, contract specific insurance riders, taxes, surveys, in-ground equipment, asphalt and/or concrete work and FULL-DEPTH REPAIRS TO THE ASPHALT RECEIVING SURFACE.
10. PREVAILING WAGE -The following price is based on the payment of prevailing wage rates to all workmen employed. All labor provided for the work on this contract by COPELAND COATING and SPORT

FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701 - Tel 1-800-724-2969 – Fax (514) 340-9374

www.FieldTurf.com

SURFACES will be open shop. Any union labor required due to the general contractors contractual agreements, (Project Labor Agreements), or job specific apprenticeship requirements will be provided by the General Contractor at no cost to COPELAND COATING and SPORT SURFACES.

11. Proposal submitted by Ted Marbaker - Project Manager

Price: \$ 12,569.00

Notes:

- Tax Exempt form required
- Payment Terms: Net 30
- If bonding is required, add 1.5% to the above total price for performance payment and bonds.

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: eric.fisher@smartbuycooperative.com.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO or Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

Yando, Lori

From: Seman-Graves, Joseph
Sent: Wednesday, June 16, 2021 12:54 PM
To: Keeler, William T. - Mayor; Yando, Lori
Cc: Krajewski, Ed; Durocher, Michael J.
Subject: BOM Agenda Items
Attachments: Agenda Item_Request to Authorize Contract with Evolution for Paving Serv....pdf;
Agenda Item_Request to Authorize Contract with Evolution for Paving Serv....pdf;
Agenda Item_Request to Autorize Contract with Evolution for Paving Servi....pdf; Agenda
Item_Request to Authorize Contract with Field Turf for Services a....pdf

Hello all,

Please see the (4) attached BOM requests, all of which are pertaining to parks and coming from the Park bond initiative. The following requests are as follows:

1. \$17,460 for milling, paving, and fence removal at Craner Park (other trades to follow this request);
2. \$15,370 for milling, paving, and fence removal at Sunset Park (other trades to follow this request);
3. \$15,870 for milling, paving, and extending the court at Westend Park (other trades to follow this request); and
4. \$12,569 for painting, sealing, and striping at Heartt Avenue Park.

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 6/16/2021

Department Building & Planning

Contact Person Joe Seman-Graves

PERPOSE FOR REQUEST:

Adoption of Resolution:

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Budget Amendment:

Bond Approval:

Contract Authorization:

Other (Briefly Explain) _____

Budget Amendment (State the following)

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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__\$17,460 (to be taken from Parks Bond)____

All back -up material has been submitted _x_____

Explanation:

As part of Phase I of the City's park restoration initiative, the City will be addressing basketball and tennis court conditions with the final treatment being determined on a case-by-case basis. The surfaces of the courts at Craner Park are in need of a complete restoration effort as the high and low points are too drastic for low spot/birdbath repairs. We have received several quotes, with Evolution Construction Services being the most cost effective as they are a low-bidder in the area for milling and paving work.

The cost of \$17,460 reflects the labor, equipment, and mobilization fees. Evolution proposes to take the existing fence out and dispose of it, mill the court surfaces, and put down a new 2"- 4" layer of type 7 asphalt. The asphalt will be purchased by the City for a cost of approximately \$5,000 +/- and will be brought before the BOM when we are approach a mobilization date.

Separately, the City is receiving quotes for sealing and striping the courts, as well as new fencing. All of which will be brought before the Common Council in July.

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

Submitted by: Joe Seman-Graves____ date__6/16/2021_____

Evolution Construction Services							
Po Box 511							
Mechanicville NY 12118							
Project: City of Cohoes- Craner Park basketball court resurface- city of cohoes will supply the asphalt for resurface							
490	Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	W200 I Cold Planner	1	1		\$2,800.00		\$2,800.00
L	Cold Planer Operator	1	1		\$790.00	\$135.00	\$790.00
L	Cold Planer Groudman	1	1		\$765.00	\$128.00	\$765.00
E	Paving Van	1	1		\$90.00		\$90.00
E	Water Truck				\$225.00		\$0.00
E	Power Broom				\$225.00		\$0.00
L	W150 Cold Planner				\$1,800.00		\$0.00
L	Laborer				\$705.00	\$110.00	\$0.00
E	Compressor				\$75.00		\$0.00
E	Skidsteer	1	1		\$475.00		\$475.00
L	Skidsteer Operator	1	1		\$765.00	\$128.00	\$765.00
E	Loader	1	1		\$400.00		\$400.00
L	Loader Operator	1	1		\$790.00	\$128.00	\$790.00
E	Pickup Sweeper	1	1		\$850.00		\$850.00
L	Pickup Sweeper Operator	1	1		\$965.00	\$110.00	\$965.00
E	Foremans Pickup				\$90.00		\$0.00
L	Foreman				\$790.00	\$125.00	\$0.00
E	Trucking Triaxles	1	1		\$800.00		\$800.00
	Total						\$8,690.00
403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	Paver	1	0.75		\$1,250.00		\$937.50
L	Paver Operator	1	0.75		\$790.00	\$135.00	\$592.50
E	Roller (10-12 Ton)				\$645.00		\$0.00
E	Roller (8-10 Ton)	1	0.75		\$500.00		\$375.00
L	Roller Operator	2	0.75		\$765.00	\$128.00	\$1,147.50
E	Roller(2-5 Ton)	2	0.75		\$250.00		\$375.00
E	Paving Van	1	0.75		\$90.00		\$67.50
E	Water Truck				\$225.00		\$0.00
L	Paving Foreman	1	0.75		\$790.00	\$125.00	\$592.50
E	Pickup (Foreman's)	1	0.75		\$90.00		\$67.50
L	Screedman	2	0.75		\$705.00	\$110.00	\$1,057.50
L	Raker	2	0.75		\$705.00	\$110.00	\$1,057.50
	Total						\$6,270.00
699	Mobilization	Quantity	Each		Rate		Total
	W200 I	1	1		\$500.00		\$500.00
	Paver	1	1		\$500.00		\$500.00
	Skidsteer	1	1		\$500.00		\$500.00
	Loader				\$500.00		\$0.00
	Tractor Broom				\$500.00		\$0.00
	Roller	2	1		\$500.00		\$1,000.00
	Total						\$2,500.00
402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total
	Recycled type 3 binder		Ton		\$51.00		\$0.00
	Type 3 Binder		Ton		\$48.75		\$0.00
	Type 6 top		Ton		\$46.22		\$0.00
	Recycled 6 Top		Ton		\$42.22		\$0.00
	Tack Coat		Gal		\$2.95		\$0.00
	Distributor Rental		HR		\$181.25		\$0.00
	Trucking		Ton		\$0.00		\$0.00
	Total						\$0.00
	Total						\$17,460.00

REQUEST FOR AGENDA ITEM
Legislative Request / BOM Request

Legislative Request _____ BOM Request

Date 6/16/2021

Department Building & Planning

Contact Person Joe Seman-Graves

PERPOSE FOR REQUEST:

Adoption of Resolution: _____

Adoption of Local Law: _____

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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__\$15,370 (to be taken from Parks Bond)____

All back -up material has been submitted x

Explanation:

As part of Phase I of the City's park restoration initiative, the City will be addressing basketball and tennis court conditions with the final treatment being determined on a case-by-case basis. The surfaces of the courts at Sunset Park are in need of a complete restoration effort as the high and low points are too drastic for low spot/birdbath repairs. We have received several quotes, with Evolution Construction Services being the most cost effective as they are a low-bidder in the area for milling and paving work.

The cost of \$15,370 reflects the labor, equipment, and mobilization fees. Evolution proposes to take the existing fence out and dispose of it, mill the court surfaces, and put down a new 2"- 4" layer of type 7 asphalt. The asphalt will be purchased by the City for a cost of approximately \$4,500 +/- and will be brought before the BOM when we are approach a mobilization date.

Separately, the City is receiving quotes for sealing and striping the courts, as well as new fencing. All of which will be brought before the Common Council in July.

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

Submitted by: Joe Seman-Graves____ date__6/16/2021_____

Evolution Construction Services

Po Box 511

Mechanicville NY 12118

Project: City of Cohoes- Sunset Park city of cohoes will supply the asphalt for resurface

490	Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	W200 I Cold Planner	1	1		\$2,800.00		\$2,800.00
L	Cold Planer Operator	1	1		\$790.00	\$135.00	\$790.00
L	Cold Planer Groudman	1	1		\$765.00	\$128.00	\$765.00
E	Paving Van	1	1		\$90.00		\$90.00
E	Water Truck				\$225.00		\$0.00
E	Power Broom				\$225.00		\$0.00
L	W150 Cold Planner				\$1,800.00		\$0.00
L	Laborer				\$705.00	\$110.00	\$0.00
E	Compressor				\$75.00		\$0.00
E	Skidsteer	1	1		\$475.00		\$475.00
L	Skidsteer Operator	1	1		\$765.00	\$128.00	\$765.00
E	Loader	1	1		\$400.00		\$400.00
L	Loader Operator	1	1		\$790.00	\$128.00	\$790.00
E	Pickup Sweeper	1	1		\$850.00		\$850.00
L	Pickup Sweeper Operator	1	1		\$965.00	\$110.00	\$965.00
E	Foremans Pickup				\$90.00		\$0.00
L	Foreman				\$790.00	\$125.00	\$0.00
E	Trucking Triaxles	1	1		\$800.00		\$800.00
	Total						\$8,690.00
403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	Paver	1	0.5		\$1,250.00		\$625.00
L	Paver Operator	1	0.5		\$790.00	\$135.00	\$395.00
E	Roller (10-12 Ton)		0.5		\$645.00		\$0.00
E	Roller (8-10 Ton)	1	0.5		\$500.00		\$250.00
L	Roller Operator	2	0.5		\$765.00	\$128.00	\$765.00
E	Roller(2-5 Ton)	2	0.5		\$250.00		\$250.00
E	Paving Van	1	0.5		\$90.00		\$45.00
E	Water Truck		0.5		\$225.00		\$0.00
L	Paving Foreman	1	0.5		\$790.00	\$125.00	\$395.00
E	Pickup (Foreman's)	1	0.5		\$90.00		\$45.00
L	Screedman	2	0.5		\$705.00	\$110.00	\$705.00
L	Raker	2	0.5		\$705.00	\$110.00	\$705.00
	Total						\$4,180.00
699	Mobilization	Quantity	Each		Rate		Total
	W200 I	1	1		\$500.00		\$500.00
	Paver	1	1		\$500.00		\$500.00
	Skidsteer	1	1		\$500.00		\$500.00
	Loader				\$500.00		\$0.00
	Tractor Broom				\$500.00		\$0.00
	Roller	2	1		\$500.00		\$1,000.00
	Total						\$2,500.00
402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total
	Recycled type 3 binder		Ton		\$51.00		\$0.00
	Type 3 Binder		Ton		\$48.75		\$0.00
	Type 6 top		Ton		\$46.22		\$0.00
	Recycled 6 Top		Ton		\$42.22		\$0.00
	Tack Coat		Gal		\$2.95		\$0.00
	Distributer Rental		HR		\$181.25		\$0.00
	Trucking		Ton		\$0.00		\$0.00
	Total						\$0.00
	Total						\$15,370.00

REQUEST FOR AGENDA ITEM
Legislative Request / BOM Request

Legislative Request _____ BOM Request

Date 6/16/2021

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. _____

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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 __\$15,870 (to be taken from Parks Bond)____

All back -up material has been submitted _x_____

Explanation:

As part of Phase I of the City's park restoration initiative, the City will be addressing basketball and tennis court conditions with the final treatment being determined on a case-by-case basis. The surfaces of the courts at Westend Park are in need of a complete restoration effort as the high and low points are too drastic for low spot/birdbath repairs. Additionally, the court needs to be extended by 5' in every direction to ensure safety while playing on the court. We have received several quotes, with Evolution Construction Services being the most cost effective as they are a low-bidder in the area for milling and paving work.

The cost of \$15,780 reflects the labor, equipment, and mobilization fees. Evolution proposes to mill the court surfaces, and put down a new 2" - 4" layer of type 7 asphalt over the existing court, while also extending the court by 5' in every direction. The asphalt will be purchased by the City for a cost of approximately \$6,000 +/- and will be brought before the BOM when we are approach a mobilization date.

Separately, the City is receiving quotes for sealing and striping the courts which will be brought back before the BOM at a later date.

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

Submitted by: Joe Seman-Graves____ date__6/16/2021_____

Evolution Construction Services							
Po Box 511							
Mechanicville NY 12118							
Project: City of Cohoes- Vetrans Park city of cohoes will supply the asphalt for resurface							
490	Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	W200 I Cold Planner	1	1		\$2,800.00		\$2,800.00
L	Cold Planer Operator	1	1		\$790.00	\$135.00	\$790.00
L	Cold Planer Groudman	1	1		\$765.00	\$128.00	\$765.00
E	Paving Van	1	1		\$90.00		\$90.00
E	Water Truck				\$225.00		\$0.00
E	Power Broom	1	1		\$225.00		\$225.00
L	W150 Cold Planner				\$1,800.00		\$0.00
L	Laborer				\$705.00	\$110.00	\$0.00
E	Compressor				\$75.00		\$0.00
E	Skidsteer	1	1		\$475.00		\$475.00
L	Skidsteer Operator	1	1		\$765.00	\$128.00	\$765.00
E	Loader	1	1		\$400.00		\$400.00
L	Loader Operator	1	1		\$790.00	\$128.00	\$790.00
E	Pickup Sweeper				\$850.00		\$0.00
L	Pickup Sweeper Operator				\$965.00	\$110.00	\$0.00
E	Foremans Pickup				\$90.00		\$0.00
L	Foreman				\$790.00	\$125.00	\$0.00
E	Trucking Triaxles	1	1		\$800.00		\$800.00
	Total						\$7,100.00
403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	Paver	1	0.75		\$1,250.00		\$937.50
L	Paver Operator	1	0.75		\$790.00	\$135.00	\$592.50
E	Roller (10-12 Ton)				\$645.00		\$0.00
E	Roller (8-10 Ton)	1	0.75		\$500.00		\$375.00
L	Roller Operator	2	0.75		\$765.00	\$128.00	\$1,147.50
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E	Paving Van	1	0.75		\$90.00		\$67.50
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	Total						\$6,270.00
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	Loader				\$500.00		\$0.00
	Tractor Broom				\$500.00		\$0.00
	Roller	2	1		\$500.00		\$1,000.00
	Total						\$2,500.00
402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total
	Recycled type 3 binder		Ton		\$51.00		\$0.00
	Type 3 Binder		Ton		\$48.75		\$0.00
	Type 6 top		Ton		\$46.22		\$0.00
	Recycled 6 Top		Ton		\$42.22		\$0.00
	Tack Coat		Gal		\$2.95		\$0.00
	Distributor Rental		HR		\$181.25		\$0.00
	Trucking		Ton		\$0.00		\$0.00
	Total						\$0.00
	Total						\$15,870.00

Yando, Lori

From: Bourgeois, Theresa
Sent: Wednesday, June 16, 2021 1:08 PM
To: Yando, Lori
Cc: Keeler, William T. - Mayor; Seman-Graves, Joseph; Kremer, Brian; Durocher, Michael J.
Subject: Request for Agenda item - BOM - Thursday June 17 2021 - Contract
Attachments: Request for Agenda Item - Professional Services -Proposed Contract D Cherniak (June 17 2021).pdf

Attached is a request for an agenda item for the June 17th Board of Managers meeting.
... a proposed Professional Services contract.

Please let me know if you have any questions.

Thank you
Theresa B

Theresa Bourgeois
Director of Operations
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047
(518) 233-2153 (P)
(518) 903-0142 (C)
TBourgeois@ci.cohoes.ny.us
<http://www.ci.cohoes.ny.us>

REQUEST FOR AGENDA ITEM

Legislative Request / BOM Request

Legislative Request _____

BOM Request XX

Date: 6/16/2021

Department: Mayor's Office/Operations

Contact Person: Theresa Bourgeois, Director of Operations

PURPOSE FOR REQUEST:

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Purchase Equipment/Supplies: _____

Lease Equipment/Supplies: _____

Professional Services: XX

Education/Training: _____

Settlement of Claim: _____

Grants:

New _____

Renewal _____

Submission Dead Line _____



June 16 2021

To: Mayor Keeler

From: Theresa Bourgeois, Director of Operations

CC: Joe Seman-Graves, City Planner

Re: BOM request: Contract for Professional Services - Daniele Cherniak

Attached for consideration by the Board of Managers is a proposed professional services contract for Daniele Cherniak to work as an independent contractor on consultant services to include: research; grant writing; general writing; presentations; and event design and implementation. As discussed, we seek to retain her consultant services given her particular expertise in Cohoes and regional history and historic preservation. Her work will primarily support the city's application for grant funding that Joe Seman-Graves and I are working on to advance the "Restore Historic Cohoes" initiatives, the "Cleaner, Greener Cohoes" initiatives, and City Parks initiatives.

Under the terms of the proposed contract, she would provide 360 hours of Consultant services for twelve (12) weeks beginning Monday, June 21, 2021, and ending no later than September 10, 2021, working at an hourly rate of \$20/hour, with the contract not to exceed \$7,200.

The proposed contract has been reviewed by Brian Kremer and Mike Durocher.

CONSULTANCY AGREEMENT

This **Consulting Agreement** (the "Agreement") is made and entered into on Monday, June 21, 2021 (the "Effective Date"), **by and between** Daniele Cherniak, Consultant, with office located at 415 Vliet Blvd., Cohoes, NY, **and** the City of Cohoes, with its offices at 97 Mohawk St., Cohoes, NY ("Client") both hereinafter referred as a "Party" or collectively as the "Parties".

WHEREAS, Consultant is engaged in the business of providing services related to research; writing, including grant writing; presentations; and event design and implementation, with particular expertise in history and historic preservation.

WHEREAS, Client desires to engage Consultant to perform such services (the "Project");

WHEREAS. In connection with the Project, the Client and/or its Representatives may disclose certain confidential and proprietary materials to Consultant and the Client desires to keep such confidential proprietary materials confidential; and

WHEREAS, Consultant agrees to maintain the confidentiality of such materials.

NOW THEREFORE, in consideration of the premises and mutual promises and undertakings herein, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound do hereby agree as follows:

AGREEMENT

Client hereby appoints Consultant and Consultant agrees to provide consultancy on research; writing, including grant writing; presentations; and event design and implementation, with particular expertise in history and historic preservation matters as related to Client's business in accordance with the terms and conditions set out in this Agreement.

1. The Client hereby engages Consultant, and Consultant hereby agrees to provide the Services (as defined below) to the Client, at the Client's request, for a term beginning on the date hereof and continuing for one (1) year or until earlier terminated by either party as provided for herein (the "Term").
2. During the Term, Consultant shall provide the Client the services and undertakings detailed on individual statements of work, agreed to in writing by the Parties (each such statement of work, an "SOW", to include description of services, cost, and estimated timeline), including, without limitation, SOW #1 attached as Appendix A hereto (the "Services").
3. Consultant agrees to perform such activities and services set out in Appendix A, Statement of Work: Services, Costs, and Estimated Timeline, attached hereto and incorporated herein by reference (the "Services").
4. Consultant undertakes to perform the Services diligently, exercising all due care and skill and fully in accordance with the terms of the agreed Services.
5. Consultant shall use all reasonable endeavours to deliver the Services in a timely fashion.

6. Client shall provide Consultant all information necessary to deliver the Services. Consultant shall provide the equipment, materials, tools, personnel and other items she deems necessary in order to perform the services required by this agreement.
7. In consideration of the performance of the Services, Client shall pay Consultant the sums noted in Appendix A, according to the payment schedule. Consultant's first invoice shall be accompanied by a properly completed, signed and dated IRS Form W-9. Client shall not pay any invoices until such IRS Form W-9 is received.
8. All payments by Client to Consultant shall be made without any withholdings or deductions, and Consultant shall be responsible for payment of all applicable taxes; provided, however, the Client may withhold any amounts required to be withheld pursuant to any applicable law or regulation.
- 9.
10. Either party may terminate this Agreement at any time by giving thirty (30) days written notice thereof to the other party.
11. Either party may terminate this Agreement with immediate effect if the other Party is found to be in material or continuing breach of the terms of this Agreement.
12. Upon notice of termination of this Agreement each Party shall use all reasonable endeavours to conclude or transfer any uncompleted Service(s) as expeditiously as possible. Consultant shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Service(s), except as mutually agreed upon in writing by the parties.
13. Within four (4) weeks of the effective date of termination of Service(s), CONSULTANT shall invoice CLIENT for any payments due, including those for the difference between hours paid for under the SOW fee schedule and hours actually worked and reimbursement for any non-cancellable expenses incurred in accordance with the Services, where appropriate.
14. If any dispute arises out of or in connection with this Agreement either Party may give a notice that a dispute exists to the other Party (a Dispute Notice) within fourteen days.
15. Confidentiality
 - a. CONSULTANT will keep confidential any information received from CLIENT or relating to this consultancy which is designated as confidential or is customarily considered confidential business information ("Confidential CLIENT Information") and will not make any use of (other than for the purpose of this Agreement) or disclose such information to any third party at any time hereafter without the prior written consent of CLIENT unless:

- i) such information is in the public domain or becomes part of the public domain through no act or default on the part of Consultant, or
 - ii) such information was lawfully in CONSULTANT's possession and was known to CONSULTANT without restriction as to its use prior to disclosure by CLIENT, or
 - iii) such information becomes available to Consultant otherwise than in breach of a legal obligation of confidentiality to Client.
- b. Consultant further agrees to protect the confidential nature of the Confidential Client Information by taking at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care for the use and protection of highly confidential information. Consultant shall promptly notify the Client of any use or disclosure of the Confidential Client Information in violation of this Agreement of which it becomes aware.

16. Independent Contractor Status

CONSULTANT is an independent contractor and nothing in this Agreement shall be construed as implying the relationship of employer and employee, principal and agent or partnership between the parties. CONSULTANT will make all necessary arrangements with appropriate authorities in connection with CONSULTANT tax affairs and shall deal directly with such authorities in respect of any liability for tax which shall be incurred as a result of payments under this Agreement. As an independent contractor, Consultant acknowledges that she is not entitled to any benefits or payments other than the sums noted in Appendix A.

17. Proposed Timelines

The CLIENT acknowledges that timelines scheduled in this Agreement are estimates only of the time required by CONSULTANT to provide the Services, and, unless otherwise agreed in writing CLIENT acknowledges and accepts that it will be invoiced for the actual time spent by Consultant in providing the Services to CLIENT.

18. Severability

The various provisions of this Agreement are severable and if any provision hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

19. Notices

Any notice required to be given hereunder shall be deemed to be duly served if delivered personally or sent by post or by electronic mail to a party at its address at the head and on the signature page of this Agreement or to such other address as it may from time to time designate for the purpose of this clause. Every notice shall be deemed to have been received at the time when in the ordinary course of transmission it should have been delivered to the address to which it was sent.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States without regard to its conflicts of law provisions. Any

dispute which cannot be solved amicably shall be submitted to the courts of the State of New York.

The undersigned Parties have executed this Agreement as of the day and year noted below.

CLIENT:

City of Cohoes

Address for Notices:

Mayor William T. Keeler.
City of Cohoes
97 Mohawk St.
Cohoes, NY 12047
518-233-2119
mayor@ci.cohoes.ny.us

By: _____

William T. Keeler, Mayor

Date: _____

CONSULTANT:

Daniele Cherniak

Address for Notices:

Daniele Cherniak
Cohoes, NY 12047
415 Vliet Blvd.
518-237-5618
cherniak@nycap.rr.com

By: _____

Daniele Chenriak

Date: _____

Appendix A:
STATEMENT of WORK # 1
Services, Costs, and Estimated Timeline

The Statement of Work #1 ("SOW#1) is entered into by and between Client and Consultant in accordance with the Consultant Agreement dated June 21, 2021, by and between the Client and Consultant (the "Agreement"). The Parties hereby agree to the following terms:

SERVICES

Consultant services, including research; general writing, grant writing; presentations; and event design and implementation, with particular expertise in history and historic preservation, will be provided. The work will primarily support the city's application for grant funding for its Restore Historic Cohoes initiatives, Cleaner, Greener Cohoes initiatives, and Parks initiatives.

It is anticipated that this assignment will require Consultant to provide approximately 360 hours of work.

COSTS

CLIENT shall pay CONSULTANT according to the number of hours worked at the hourly rate of \$ 20 per hour.

The maximum amount covered under this agreement is \$7200. Should there be a need to exceed these fees, additional time will be approved in writing by CLIENT in advance.

Consultancy time will be detailed in the invoice, with information provided on the activities undertaken during that period of time. In addition, CLIENT will be invoiced for any additional previously agreed upon expenses. Consultant will submit invoices every two weeks. All payments to CONSULTANT under this Agreement will be paid as detailed on the relevant invoice within thirty (30) days of receipt of invoice.

ESTIMATED TIMELINE

Consultant shall provide the Services specified in this SOW#1 for a period of twelve (12) weeks commencing on the date hereof (June 21, 2021) and scheduled to end no later than September 10, 2021.

In Witness Thereof, the Parties have caused this SOW # 1 to be executed as of June 21, 2021.

CLIENT: City of Cohoes

By: _____
William T. Keeler, Mayor

Date: _____

CONSULTANT: Daniele Cherniak

By: _____
Daniele Cherniak

Date: _____