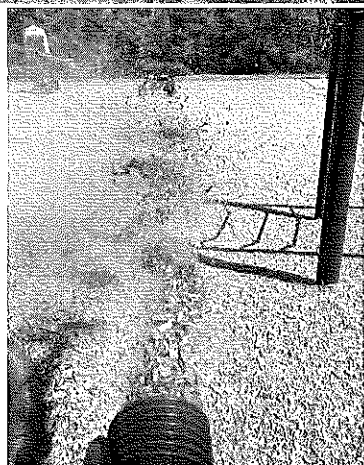
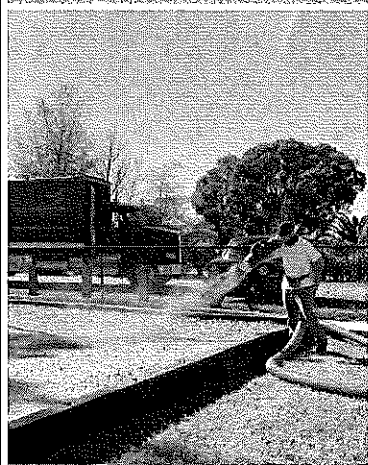


PLAYGROUND MULCH

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

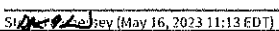
Note: Pricing quoted above good for twelve (12) days from date of proposal.


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:
