TRAILS & OPEN SPACE COMMITTEE March 3, 2021 2:00 p.m.

AGENDA

Chair: Kevin Tollisen

Members:

Phil Barrett Ed Kinowski Jack Lawler Tom Richardson - VC

Mo Wright Benny Zlotnick

- I. Welcome and Attendance
- II. Approval of Minutes of February 3, 2021
- III. Authorizing Saratoga County to act as project manager for the construction for the Champlain Canalway Trail in the Town/Village of Waterford Jason Kemper, Planning
- IV. Authorizing a contract with CHA for bid coordination construction oversight services for the Champlain Canalway Trail Jason Kemper, Planning
- V. Other Business
- VI. Adjournment

Due to public health and safety concerns related to COVID-19, there is limited capacity in the Boardrooms. The public will have an opportunity to hear the meeting live via an audio signal using this call-in number and access code:

Dial: 1-978-990-5145 Access Code: 1840389



SARATOGA COUNTY PLANNING DEPARTMENT

JASON KEMPER DIRECTOR

TOM L. LEWIS
COUNTY PLANNING BOARD
CHAIRMAN

February 24, 2021

To: Trails and Open Space Committee Members

From: Jason Kemper, Director of Planning

CC: County Administrator's Office

County Attorney's Office

Clerk of the Board of Supervisors

RE: March 3rd, 2021 Trails and Open Space Committee Meeting

Beginning in late 2012, the Saratoga County Planning Department began working with The Town of Waterford, Town of Halfmoon and the City of Mechanicville on a section of trail basically extending from the Town of Halfmoon/Town of Waterford town line south 1.2 miles through the Town of Waterford to an existing trail. In 2018, Saratoga County worked as a project manager under the Hudson River Valley Greenway to design and construct this portion of trail. This project was completed in late 2019.

As a result of the previous relationship with Saratoga County on Trails projects, the Hudson River Valley Greenway reached out to the Planning Department recently to again act as the project manager for another section of trail construction/rehabilitation/resurfacing. This section of trail is 1.2 miles long running North from Broad Street (Route 32) in the Village of Waterford to the southernmost terminus of the previously constructed trail. The project will entail resurfacing and/or rehabilitation of existing stone dust and asphalt surfaces. This determination will be made once the snow melts of the trail surface so that it can be evaluated. I have attached a map of the project area to this memo.

The Planning Dept. is seeking board approval to secure all necessary agreements to facilitate construction of this portion of trail in Town/Village of Waterford. I would anticipate it being completed in one construction season, depending on timing, that may be able to occur in 2021, if not it would be completed in 2022. This will be 100% funded, however the county needs to front the funds. I am told the turn around with this contract for reimbursement payments is 2-3 weeks. The reimbursement process worked very smoothly in our last arrangement with the Hudson River Valley Greenway.

There will be two resolutions presented to the Board consideration in this matter for March. A third resolution will follow once a bid is prepared and awarded. The first resolution will authorize a contract with HRVG for the amount of \$210,000 for all aspects of the trail construction (design, bid preparation, bid analysis, construction, construction inspection, etc). A copy of the proposed contract is attached for your review. This resolution will require a budget amendment to recognize the State aid and allow for the expenditures. There will be no budget impact as this will be 100% State Aid funded. The budget amendment will be as follows:

Appropriations:

Increase Acct. # A.80.000-7098 (Professional Services for Cap Purposes) \$210,000

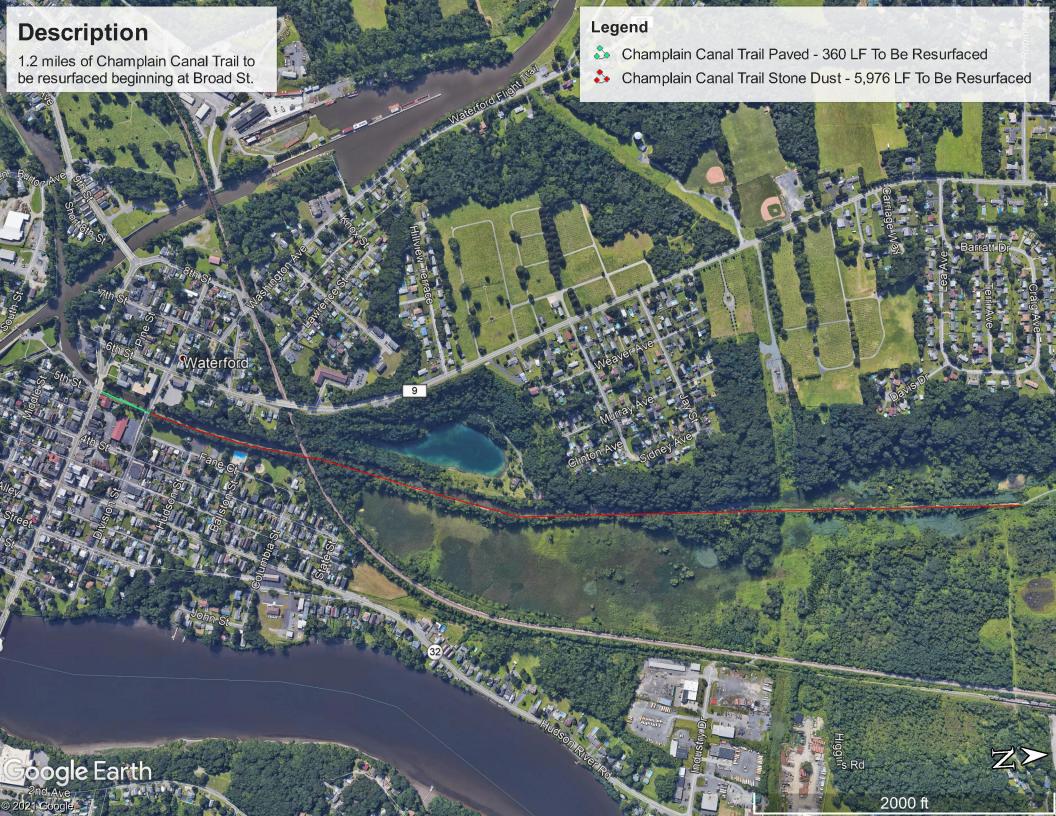
Revenue:

Increase Acct. # A.80.2770 (Unclassified Revenue)

The second resolution for March will authorize a major contract with CHA Consulting for this portion of the trail. This contract will authorize the design, bid preparation, bid analysis and construction inspection for this section of trail. The proposed fee for this contract is \$35,000. A copy of the proposal from CHA is attached for your review. No budget amendment will be necessary with this resolution as it will have occurred in the previous resolution. There will be no budget impact as this will be 100% State Aid funded.

\$210,000

Please do not hesitate to contact the Saratoga County Planning Department if you have any questions. We look forward to meeting with you on March 3, 2021.





PRE-RESOLUTION MEMORANDUM

TO: County Administrator's Office

County Attorney's Office

Clerk of the Board

FROM: Jason Kemper, Director of Planning

DATE: 2/24/2021

Committee: Trails and Open Space

1. Budget Amendments: Yes, Budget Amendments indicated in attached memo.

2. Amendments to the Compensation Schedule: None

3. Details on what the resolution will authorize:

Authorizing Saratoga County to act as Project Manager for the construction for the Champlain Canalway Trail in the Town/Village of Waterford

- 4. Vendors/contractors Selected: NA
 - a. Less desirable alternatives: Click here to enter text.
 - b. Were bids/proposals solicited: Click here to enter text.
 - c. Was the contractor selected the lowest bid or proposal: Click here to enter text.
 - d. Was the contract awarded on the best value methodology: Click here to enter text.
 - e. Is the vendor/contractor a sole source: Click here to enter text.
 - g. Commencement date of contract term: Click here to enter text.
 - h. Termination of contract date: Click here to enter text.
 - i. Contract renewal and term: Click here to enter text.
 - j. Contact information (names, addresses): Click here to enter text.
 - k. Is the vendor/contractor an LLS, PLLC or partnership: Click here to enter text.
 - 1. State of vendor/contractor organization: Click here to enter text.
 - m. Time element and why: Click here to enter text.
 - n. Other remarks: Click here to enter text.
- 5. Is this an annual housekeeping resolution: NO
 - a. What were the terms of the prior resolution: Same as previous years
 - b. Are the terms changing: NO
 - c. What is the reason for the change in terms: Click here to enter text.
- 6. Is a new position being created: **No**
 - a. Effective date: Click here to enter a date.
 - b. Salary and grade: Click here to enter text.



- 7. Is a new employee being hired: NO
 - a. Full name of the new employee including suffixes: Click here to enter text.
 - d. City/Town of residence: Click here to enter text.
 - e. Effective date of employment: Click here to enter text.
 - f. Salary and grade Click here to enter text.
 - g: Appointed position: Click here to enter text.
 - h. Term: Click here to enter text.
- 8. Is a grant being accepted: Yes
 - a. Source of grant funding: Hudson River Valley Greenway
 - b. Amount of grant: Not to exceed \$210,000
 - c. Purpose grant will be used for: site inspection, bid coordination, trail construction, etc.
 - d. Equipment and/or services being purchased with the grant: None
 - e. Time period grant covers: 1 year
- 9. Remarks: Additional materials provided in memo to Trails and Open Space Committee (Attached). These are 100% pass through funds with no financial contribution by Saratoga County.

Budget Amendment is as follows:

Appropriations:

Increase Acct. # A.80.000-7098 (Professional Services for Cap Purposes) \$210,000

Revenue:

Increase Acct. # A.80.2770 (Unclassified Revenue) \$210,000



Empire State Trail Cooperative Agreement Face Page

DATE: February 2, 2021

PROJECT

Project description set forth in Schedule 1, Scope of Services and Budget

COOPERATOR

Saratoga County 40 McMaster Street Ballston Spa, NY 12020 A Municipal Corporation

GREENWAY

Greenway Conservancy for the Hudson River Valley,

Inc.

Name: Andy Beers

Title: Empire State Trail Director

Telephone: (518) 473-3835 **Facsimile:** (518) 473-4518

E-Mail: hrvg@hudsongreenway.ny.gov

Address: 625 Broadway – 4th Floor

Albany, New York 12207-2995

SPECIAL AWARD CONDITIONS

None

CA ID: CA 2021-02-02-01

CA PERIOD

From: February 2, 2021 **To**: December 31, 2022

FUNDING AMOUNT

Not to exceed \$210,000.00

(two hundred and ten thousand dollars)

COOPERATOR FEDERAL TAX ID #: 14-6002571

AUTHORIZED SIGNER

Name: Theodore Kusnierz

Title: Chairman of the Board of Supervisors

Telephone:

E-Mail:

LEAD PROJECT CONTACT

Name: Jason Kemper

Title: Director of Planning, Saratoga County

Telephone: (518) 884-4705 **Facsimile**: (518) 884-4780

E-Mail: <u>JKemper@saratogacountyny.gov</u>

Cooperative Agreement Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this COOPERATIVE AGREEMENT as of the latest parties' signature date written below:

For the GREENWAY :	For the COOPERATOR :
Andy Beers Director, Empire State Trail Greenway Conservancy	Theodore Kusnierz Chairman of the Board of Supervisors Saratoga County
Date	Date
	State of New York)
	County of)
	On this day ofin the year
	20, before me personally came
	, to me
	known, and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.
	Notary Public

COOPERATIVE AGREEMENT

1. PARTIES

This is a Cooperative Agreement (CA) between the Greenway Conservancy for the Hudson River Valley, Inc. (GREENWAY) and the COOPERATOR as identified on the Face Page hereof. The Greenway Conservancy for the Hudson River Valley, Inc. is a Public Benefit Corporation established by the New York State in the Greenway Act of 1991. The GREENWAY has been provided funding by New York State for the development and construction of the Empire State Trail.

2. PURPOSE

The purpose of this CA is to provide assistance to the **COOPERATOR** for the **PROJECT**, as set forth in Schedule 1.

A cooperative agreement is a legal written instrument reflecting the relationship between the **GREENWAY** and the **COOPERATOR**, in which the principal purpose is to transfer money, property, and/or services to the **COOPERATOR** to stimulate or support a public purpose authorized by state statute. Substantial involvement is anticipated between the **GREENWAY** and the **COOPERATOR** throughout the project period.

3. PERIOD OF PERFORMANCE

This CA shall be effective when it is fully executed. The term of the CA is identified on the Face Page hereof. The date of execution is the latest parties' signature date under the In Witness Whereof section identified on the Face Page hereof.

4. The GREENWAY agrees to:

- The GREENWAY shall provide financial assistance pursuant to this CA as set forth on the Face Page hereof.
- Be responsible for the enforcement of the provisions of this agreement and may refuse to authorize payment on any work performed pursuant to this agreement where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the letter or the intent of the agency of the provisions of this agreement.

5. The COOPERATOR agrees to:

- Provide services as outlined in the scope of services, which is attached hereto as
 Schedule 1
- Note the partnership with, and financial contribution of, the Hudson River Valley Greenway in all press releases, publications, articles, promotional items and any final produced item including virtual placements
- Give the GREENWAY the right to distribute materials produced with this agreement
- Provide the GREENWAY with copies of any press releases, newsletters, newspaper articles or any other promotional material associated with this project

- Notify the GREENWAY, at least two weeks in advance, if it sponsors or participates
 in any public exhibit or program, related to the project and/or if project material is
 to be posted to a website, bulletin board or any other virtual place
- Adhere to all regulations and laws applicable to the use of state funds for the proposal activity
- Comply with all federal, state, and local laws, and permit requirements that may be required for the project and any applicable procurement policies

6. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT

This COOPERATIVE AGREEMENT may only be modified, superseded or extended in writing and by mutual agreement of the **GREENWAY** and the **COOPERATOR**.

7. DEPOSIT AND INVOICE ARRANGEMENTS

Payments will be made quarterly upon submission of an invoice from the **COOPERATOR** outlining tasks accomplished and documented expenses, accompanied by a quarterly status report.

8. CONSULTANTS AND CONTRACTORS

Consultants or contractors engaged by the **COOPERATOR** to carry out any part of the work program shall be the agents of the **COOPERATOR**. There shall be no obligations between the **GREENWAY** and such agents.

9. COPYRIGHT AND GREENWAY REPRESENTATION

A. Grant of Rights: All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this Contract will be owned jointly by the **COOPERATOR** and **GREENWAY**. The **COOPERATOR** is responsible for ensuring that an acknowledgment of the **GREENWAY** support is made in any publication of any material developed under this project.

B. No Use of Name: the **COOPERATOR** shall not use **GREENWAY's** name or the name of any **GREENWAY** employee in any manner for any purpose whatsoever to imply that **GREENWAY** endorses or supports the **COOPERATOR** (including publicly naming **GREENWAY** as a client), without **GREENWAY's** prior written consent.

C. Representations and Warranties: the **COOPERATOR** represents and warrants that (i) the Materials will be originally and specifically developed by the **COOPERATOR** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **COOPERATOR** is financially responsible and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and

regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **COOPERATOR** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

D. Review and Approval: **GREENWAY** shall review and approve all work performed under this Agreement.

10. NOTICES

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by personal delivery;
- (iii) by expedited delivery service; or
- (iv) by e-mail.

Such notices shall be addressed to the parties indicated on the Face Page hereof or to such different addresses as the parties may from time-to-time designate.

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

11. SPECIAL AWARD CONDITIONS

Special Award Conditions, if any, are identified on the Face Page hereof.

12. Amendments

This is the complete agreement between the **GREENWAY** and **COOPERATOR**. This agreement may only be modified or superseded in writing under the provisions outlined in section 6 or by mutual agreement of the **GREENWAY** and **COOPERATOR**.

SCHEDULE 1 SCOPE OF SERVICES AND BUDGET

SCOPE OF SERVICES

New York State has created the Empire State Trail, a 750-mile bicycling and pedestrian route across the state. Funding for Empire State Trail projects is provided by a FY2017-18 state capital appropriation to the Hudson River Valley Greenway (the "Greenway").

In Saratoga County, the Empire State Trail is designated on a portion of the Champlain Canalway Trail in the Village and Town of Waterford. The southern-most 1.2 miles of this Empire State Trail section, running north from Broad Street (Route 32) in the Village of Waterford, is an old stonedust section of the Champlain Canalway Trail that is in deteriorated condition.

Saratoga County has agreed to undertake a construction project to install a new 10-foot-wide stonedust surface on the trail. To the extent needed, the project will also address drainage issues, replace outdated safety fencing, and install Empire State Trail and MUTCD signage and pavement markings at road crossings. If required, Saratoga County will secure approvals from the Village and Town of Waterford for the trail improvements.

Following execution of this agreement, the County and the Greenway will jointly develop a project schedule and milestones. The County shall make best efforts to complete construction of the trail improvements in calendar year 2021, and in any case all work shall be completed no later than September 30, 2022. Representatives of the County and the Greenway shall meet periodically to review project status and details, and the Greenway shall approve the final construction plans and specifications prior to the County initiating the construction contract procurement process.

BUDGET

The Hudson River Valley Greenway will reimburse Saratoga County up to \$210,000.00 (two hundred and ten thousand dollars), from the statewide Empire State Trail appropriation enacted in the FY2017-18 New York State budget, for the County's actual documented costs to complete the trail improvement project described in the Scope of Services. Items eligible for cost reimbursement include project scoping, engineering design, permitting, environmental review, procurement, construction, construction administration, and construction inspection/management.



PRE-RESOLUTION MEMORANDUM

TO: County Administrator's Office

County Attorney's Office

Clerk of the Board

FROM: Jason Kemper, Director of Planning

DATE: 2/23/2021

Committee: Trails and Open Space

1. Budget Amendments: The budget amendment will be accomplished in the previous resolution. No budget impact, 100% state aid.

2. Amendments to the Compensation Schedule: None

3. Details on what the resolution will authorize:

Authorize a contract with CHA for bid coordination construction oversight services for the Champlain Canalway Trail

- 4. Vendors/contractors Selected: CHA
 - a. Less desirable alternatives: Click here to enter text.
- b. Were bids/proposals solicited: No, CHA performed the original design work for the Hudson River Greenway based on a competitive process.
 - c. Was the contractor selected the lowest bid or proposal: NA
 - d. Was the contract awarded on the best value methodology: Click here to enter text.
 - e. Is the vendor/contractor a sole source: NA
 - g. Commencement date of contract term: ASAP
 - h. Termination of contract date: One year
 - i. Contract renewal and term: Click here to enter text.
 - j. Contact information (names, addresses): Rene Lipatas, PE, CHA, 3 Winners Circle, Albany, NY 12205
 - k. Is the vendor/contractor an LLS, PLLC or partnership: Click here to enter text.
 - 1. State of vendor/contractor organization: New York
 - m. Time element and why: ASAP, once this contract is in place the county can have the bid documents prepared so that the project can go out to bid and hopefully construction start this summer.
 - n. Other remarks: Click here to enter text.
- 5. Is this an annual housekeeping resolution: Click here to enter text.
 - a. What were the terms of the prior resolution: Click here to enter text.
 - b. Are the terms changing: Click here to enter text.
 - c. What is the reason for the change in terms: Click here to enter text.



- 6. Is a new position being created: Click here to enter text.
 - a. Effective date: Click here to enter a date.b. Salary and grade: Click here to enter text.
- 7. Is a new employee being hired: Click here to enter text.
 - a. Full name of the new employee including suffixes: Click here to enter text.
 - d. City/Town of residence: Click here to enter text.
 - e. Effective date of employment: Click here to enter text.
 - f. Salary and grade Click here to enter text.
 - g: Appointed position: Click here to enter text.
 - h. Term: Click here to enter text.
- 8. Is a grant being accepted: Click here to enter text.
 - a. Source of grant funding: Click here to enter text.
 - b. Amount of grant: Click here to enter text.
 - c. Purpose grant will be used for: Click here to enter text.
 - d. Equipment and/or services being purchased with the grant: Click here to enter text.
 - e. Time period grant covers: Click here to enter text.
- 9. Remarks: See attached memo for additional information. These funds will be reimbursed by the Hudson River Greenway.



February 10, 2021

Mr. Jason Kemper Director of Planning Saratoga County 40 McMaster Street Ballston Spa, NY 12020

Re: Design and Construction Administration and Observation

Champlain Canalway Trail – Waterford Segment Maintenance

CHA Proposal No.: X68687

Dear Mr. Kemper:

CHA is pleased to submit our proposal to provide design and construction administration and construction observation services for the Champlain Canalway Trail – Waterford Segment. Our proposed scope, assumptions, deliverables and fee are as follows:

PROJECT UNDERSTANDING:

The proposed work is being funded by a FY2017-18 state capital appropriation to the Hudson River Valley Greenway (the "Greenway") and Saratoga County has agreed to be the contracting agency. The total funding available for the project is \$210,000 and is to include design, construction, and Construction administration/construction observation.

The proposed 1.2 mile segment of the Champlain Canalway trail begins at the intersection of Broad Street and 5th Street in the Village of Waterford and traverses north to the southernmost boundary of the former landfill in the Town of Waterford. The existing trail consists of an asphalt segment approximately 360 linear feet in length beginning at the intersection of Broad Street and 5th Street, crosses over Division Street, and terminates just north of Division Street. From this point the existing trail consists of a stone dust segment approximately 5980 linear feet in length (the exception being a paved segment under a Canadian Pacific Railway (CP Rail) Colonie Main Line RR bridge). It is not anticipated that any work under the railroad bridge would be performed.

The proposed maintenance project is anticipated to consist of resurfacing the stone dust segment of the trail and if needed resurfacing the asphalt segment as well. At present the trail is covered with ice and snow and as such the condition and extents of the existing trail are not known and will be reviewed/assessed after the snow melts. Although the proposed stone dust width is intended to be 10 feet it is anticipated that a narrower width may be required due to existing site constraints. In accordance with the scope identified in the agreement between the Hudson River Valley Greenway (HRVG), to the extent needed, the project will also address drainage issues, replace outdated safety fencing, and install Empire State Trail and MUTCD signage

and pavement markings at road crossings. Signage at the intersections along the route was installed in 2019 under the previous contract and as such additional signage is not anticipated.

EXHIBIT A - SCOPE:

1. Construction Documents

- a. CHA will prepare biddable plans and details for the maintenance improvements.
- b. Plan sheets will consist of notes on an aerial drawing indicating improvements to be made.

2. Bid Phase Services

- a. CHA will prepare a Project Manual to include the County's standard Front End and Boiler Plate documents.
- b. CHA will provide a Notice to Bidders to the County Clerk, who will have it published in the County's official newspaper.
- c. CHA will provide a digital copy (in Adobe PDF format via email) for the County's use in bidding the project on BidNet.
- d. Bid Phase services will include reviewing and responding to Requests for Information (RFI's), preparing a Bid Addendum (if necessary) and attendance at the Bid Opening.
- e. CHA will review the bids received and make a recommendation of Contract Award to the County.

3. Construction Phase Services

- a. CHA will attend the Pre-Construction Meeting with the selected Contractor and the County.
- b. CHA will review and comment on Contractor submitted Shop Drawings.
- c. CHA will provide part-time Construction Observation throughout construction.
- d. CHA will provide copies of our Construction Observation Reports and photographs to the County for their records.
- e. CHA will prepare a Preliminary Punch list
- f. For the purposes of this estimate, we assume Construction Phase Services will be approximately 8 hours per week for an anticipated duration of four (4) weeks (32 total hours) from start of work to substantial completion. The Contractor's schedule and weather considerations will determine the final observation schedule.

Assumptions

- Front-end will be provided by Saratoga County and bid process will be administered by the County. Saratoga County will coordinate publishing the Notice to Bidders in the County's official publication.
- No permitting is required as the work is considered maintenance of existing trail.
- No survey is required, and the plan will be limited to the delineation of the limits of work shown on aerial mapping.
- Project land disturbance will be less than 1 acre and as such a NYSDEC SPDES Permit will not be required.



EXHIBIT B - SCHEDULE:

We propose to begin within 2 weeks of the authorization by the County. A field visit to assess the existing trail conditions along the route will be scheduled as soon as weather permits.

EXHIBIT C - FEE:

We propose to be compensated on a lump sum basis for a total fee of \$35,000.

We trust this proposal meets with your satisfaction. Should you have any questions, please do not hesitate to contact me at (518) 453-3921 or rlipatas@chacompanies.com.

Sincerely,

Joseph P. Romano, P.E. Associate Vice President

René A. Lipatas, P.E. Senior Engineer

\Cha-Llp.Com\Proj\Proposals_Quals\Land Development\Proposals_21\Public\X68687_Saratoga County, NY_Waterford Trail Improvements\X68687 Saratoga Co.-Champlain Canalway Trail_Waterford Segment Maintenance .Doc

