

**TROY CITY COUNCIL
SPECIAL MEETING AGENDA
July 22, 2021
7:15 P.M.**

Pledge of Allegiance
Roll Call
Presentation of Agenda
Public Forum

LOCAL LAWS

ORDINANCES

RESOLUTIONS

56. Resolution Supporting And Endorsing The City's Application For A Grant To Fund Construction Of An Extension Of The Troy Riverwalk (Council President Mantello) (At The Request Of The Administration) ** Pending Finance Meeting, July 22

57. Resolution Supporting And Endorsing The City's Application For A Grant To Fund Preservation Work To Be Performed On The Soldiers And Sailors Monument (Council President Mantello) (At The Request Of The Administration) ** Pending Finance Meeting, July 22

58. Resolution Authorizing The Mayor To Execute A Contract With The Chazen Companies To Design Infrastructure And Utility Work At One Monument Square (Council President Mantello) (At The Request Of The Administration) ** Pending Finance Meeting, July 22

**RESOLUTION SUPPORTING AND ENDORSING THE CITY'S APPLICATION
FOR A GRANT TO FUND
CONSTRUCTION OF AN EXTENSION OF THE TROY RIVERWALK**

WHEREAS, Troy's recently completed Riverwalk in the Downtown has become a very popular recreational asset for Troy's residents, visitors, and employees; and

WHEREAS, the riverfront portion of the trail terminates abruptly at the northern end of 433 River Street, at which point it moves inland from the Hudson River, and enjoys much less public use; and

WHEREAS, it is the goal of the City to create a riverfront trail running along the entire 7-mile Hudson River border, as documented in the Comprehensive Plan; and

WHEREAS, the City of Troy is applying to New York State under the Consolidated Funding Application for a grant of \$1,500,000, to be used for the construction of a Riverwalk extension, which grant will require a 25% match of up to \$375,000;

NOW, THEREFORE, BE IT RESOLVED that the Troy City Council supports and endorses this application to New York State for a grant to fund construction of an extension of the Troy Riverwalk.

Approved as to form, _____

Richard T. Morrissey, Corporation Counsel



W.M. Patrick Madden
Mayor

Steven Strichman
*Commissioner of Planning &
Economic Development*

Monica Kurzejeski
Deputy Mayor

**Department of
Planning & Economic Development**
City Hall
433 River Street
Troy, New York 12180

Phone: (518) 279-7166
Fax: (518) 268-1690
Steven.Strichman@troyny.gov

To: City Council – Planning Committee
From: Steven Strichman
Date: July 9, 2021
Re: NYS Grant Application
Riverwalk extension – From Hedley Building (north end) to Flanigan Building (south end)

We will be applying to NYS for a grant of up to \$1,500,000 to extend the Riverwalk Trail (actually move it to the river bank) from its current Riverbank termination at the northern end of the Hedley Building lot, to the Northern end of the Hoosick Street Bridge (DOT) lot. There will be a 25% match (\$375,000) required if we are awarded the grant.

Recently the council approved a contract amendment with The Chazen Companies to provide the construction documents for this “extension” which will aid in the ranking of this grant.

The current trail has a temporary easement that runs through the parking lot behind the hotel, and a permanent easement along the river bank. The trail also runs through the DOT parking lot under the bridge, but would be more aesthetic to run along the river bank. This is the next step that will help us get the trail up to Douw Street in the near future.

**RESOLUTION SUPPORTING AND ENDORSING THE CITY'S APPLICATION
FOR A GRANT TO FUND PRESERVATION WORK TO BE PERFORMED ON THE
SOLDIERS AND SAILORS MONUMENT**

WHEREAS, the Soldiers and Sailors Monument, built between 1890 and 1891, was dedicated to the memory of Rensselaer County soldiers and sailor who fought for the Union during the Civil War; and

WHEREAS, there has been minimal maintenance performed on the monument since the time of its construction, with the last caulking work being performed improperly; and

WHEREAS, the City undertook an existing conditions assessment of the monument in 2017, which found that some shifting of the superstructure stones has occurred as a result of failures at the masonry joints, and recommendations were made to undertake necessary repair and maintenance work; and

WHEREAS, the 2017 study estimated that the cost to properly preserve the monument was \$289,000; and

WHEREAS, the City is updating this maintenance estimate, and anticipates the total preservation cost to be between \$350,000 and \$400,000; and

WHEREAS, the City is applying to New York State under the Consolidated Funding Application for a grant of \$400,000, to be used for the preservation of the Soldiers and Sailors Monument, which grant will require a 25% match of up to \$100,000.

NOW, THEREFORE, BE IT RESOLVED that the Troy City Council supports and endorses this application to New York State for a grant to fund the maintenance, repairs, and preservation of the Soldiers and Sailors Monument.

Approved as to form, _____

Richard T. Morrissey, Corporation Counsel



W.M. Patrick Madden
Mayor

Steven Strichman
*Commissioner of Planning &
Economic Development*

Monica Kurzejeski
Deputy Mayor

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Phone: (518) 279-7166
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Steven.Strichman@troyny.gov

To: City Council – Planning Committee
From: Steven Strichman
Date: July 9, 2021
Re: NYS Grant Application
Soldiers and Sailors Monument – Repair/maintenance work

We will be applying to NYS for a grant of up to \$400,000 to provide for maintenance work on the Soldiers and Sailors Monument.

The monument, completed in 1891 was turned over to the City of Troy in 1950. In its 130 years, there has been a very little amount of maintenance work performed on the statue, and a 2017 study indicated the need to do the repair work soon. A previous grant application was not approved.

The estimate in 2017 was for \$289,000 and the required match will be between 25% and 50% depending on the funding source. I will have an updated estimate in time for the finance committee meeting, but for now I am assuming between \$350,000 and \$400,000, as well as better understanding of the match required.

Failure to perform the maintenance now will only result in increased future costs for this work.

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE
CHAZEN COMPANIES TO DESIGN INFRASTRUCTURE AND UTILITY WORK AT
ONE MONUMENT SQUARE**

WHEREAS, in 2020, the City executed a Land Development Agreement for One Monument Square with Hoboken Brownstone Company, following their response to a solicitation for qualifications from developers to undertake a Public Private Partnership design and development project at the site; and

WHEREAS, The Chazen Companies was selected by Hoboken Brownstone Company to design the utilities, civil components, public spaces, and amenities of the project, having familiarity with the site through their contracted work with the City designing next-phase park improvements on adjacent sites as authorized by Resolution 2019-27; and

WHEREAS, the City requires a separate scope of work for additional design work, production of construction documents, and assistance with procurement and construction management services for the larger Public Private Partnership development project, so as to commence construction on critical public utility and infrastructure components prior to the expiration of existing grant funds from Department of State by the end of the year; and

WHEREAS, the City has selected The Chazen Companies to perform the separate scope of work as a single source provider in order to assure consistency and conformity of design throughout the development project, and to capitalize on The Chazen Companies' extensive knowledge of and experience with the Monument Square site.

NOW, THEREFORE, BE IT RESOLVED that the Troy City Council hereby authorizes the Mayor to enter into a contract with the Chazen Companies for the design of One Monument Square Public Infrastructure Improvements, which contract shall be subject to final approval by the Mayor with the advice of Corporation Counsel.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel



W.M. Patrick Madden
Mayor

Steven Strichman
*Commissioner of Planning &
Economic Development*

Monica Kurzejeski
Deputy Mayor

**Department of
Planning & Economic Development**
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Steven.Strichman@troyny.gov

To: City Council – Planning Committee
From: Steven Strichman
Date: July 9, 2021
Re: Monument Square – utility work
Single Source Contract – The Chazen Companies

With the Department of State grant for Monument Square expiring in December, after several “final extensions”, we will be bidding out site utility work to undertake in the fall of 2021 prior to grant expiration. The work we will be performing is required for any reuse of the parcel, and includes moving a water line, installing sewer lines and separating the CSO from River Street, as well as removing some remaining structure of the old garage and reinforcing that area.

The Chazen Companies was selected by Hoboken Brownstone Company for the design phase for the same site and by the City, for Riverfront Park design work, and because of this, to ensure continuity for the Hoboken project, we find it beneficial to both projects to hire Chazen as a single source contractor for design, engineering, construction bidding, and construction administration for this city-owned utility work.

The total cost of the infrastructure will be \$2.8 Million, to be paid out of the \$3.4 Million in existing DOS grant, NBRC Grant and cash-on-hand from the city’s match.

Chazen Companies’ proposal also covers Construction Management services provided by Sano Rubin Construction and Structural Engineering services provided by Artisan Engineering.

Chazen will prepare 2 bid packages, the first being for materials, because there is currently a long lead time for procurement. The second bid package will be to procure contractors to work under the continued project management by Chazen with assistance from Sano Rubin. This will ensure a smooth transition from the infrastructure project to the larger development to occur later at the site.

In order to use the D.O.S. grant funds before expiration, I urge approval of this single source contract.



RES58
CAPITAL DISTRICT OFFICE

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Troy, NY 12180
P: 518.273.0055 or 888.539.9073
www.chazencompanies.com

July 12, 2021

Mr. Steven Strichman
City of Troy
Commissioner of Planning & Economic Development
433 River Street
Troy, NY 12180

Re: *Proposal for Professional Services*
City of Troy – One Monument Public Infrastructure
Chazen Project No. 32079.02

Dear Mr. Strichman,

The Chazen Companies (Chazen) thank you for the opportunity to present this **proposal** for the above referenced project for the design, engineering, construction bidding and construction administration for the identified public infrastructure improvements at the former City Hall site (1 Monument Square) in the City of Troy, NY.

This proposal outlines the scope and tasks to be performed by the design team, led by Chazen, to assist the City for construction of public infrastructure necessary to provide needed utility improvements and to make the property development-ready for a private re-development project at the site.

PROJECT UNDERSTANDING

We understand the following:

- The City of Troy plans to use public grant funds (Northern Border Regional Commission and NYS Department of State) for design, administration and construction of the project. The initial total budget for the project is approximately \$2.8M.
- Chazen will act as the prime consultant with sub-consultants for structural engineering (Artisan Engineering) and Construction Management (Sano-Rubin Construction Services).
- The project generally includes installation of piles and pile-cap modifications, wall shoring and bracing, utility relocations and site restoration associated with public improvements at One Monument Square.
- The project schedule is projected to expedite the design process in effort to bid and construct the majority of the recommended infrastructure improvements before the end of year 2021, with the potential for extension into 2022. Therefore, the work shall begin as soon as the contract is executed.
- It is anticipated that, in order to meet the projects timeframe, a separate contract bid will be let by the City for the water line materials and appurtenances. Chazen will assist the City with the water system material procurement process.
- The City has multiple waterfront redevelopment initiatives in the planning stages which either directly or indirectly affect the design for the public improvements at One Monument Square. The project requires the design team and City to closely coordinate activities to properly execute the project.

New York: Hudson Valley • Capital District • North Country • Westchester
Tennessee: Nashville • Chattanooga **Oregon:** Portland

Chazen Engineering, Land Surveying & Landscape Architecture Co. DPC (NY) • Chazen Engineering Consultants, LLC (TN/OR)

SCOPE OF SERVICES

Based upon our understanding we offer the following scope of services. Please note that the fees associated with the scope tasks is presented in tabular format in the Fee Schedule section.

Pre-Construction Services

Task 0100 – Project Management

Under this Task, Chazen will provide the following services as the Prime Consultant:

- Provide point communication with the City and design team
- Contract management and accounting as prime consultant for the design team contract
- Assist the City with local approvals
- Conduct weekly project coordination meetings with design team and City
- Coordinate design for continuity with other planned projects affecting the site (District-wide Geothermal, Climate Smart Initiatives, Riverfront Park redevelopment, Korean Monument relocation)
- Coordinate with City Departments (Public Utilities, Codes and Fire)

Task 0200 – Public Infrastructure Design

Task 02A0 – Civil Engineering (Utilities)

Under this Task, Chazen will provide design and engineering services resulting in the preparation of biddable construction documents for:

- Relocation of the existing 20" water line (along former Front Street); including removals, trenching, new piping, valves and connections, testing and restoration.
- Installation of a new storm sewer system to separate storm sewer from the combined sewer system at River Street, connecting the storm sewer to the existing outfall near the bulkhead.
- Sanitary sewer system modifications for public sewer services serving the One Monument Site and affected area along Front Street.

Deliverables shall include a draft set of construction documents (drawings and technical specifications) for review and coordination, with a final set of contract documents issued for public bid. It is assumed that the project CM will lead, with Chazen assisting, the assemblance of the project manual for bidding.

As part of our pre-construction services Chazen will also assist the City and CM during the bid process by responding to requests for information and preparing necessary addenda (if required).

Task 02B0 – Civil Engineering (Non-Utilities)

Under this Task, Chazen will provide design and engineering services resulting in the preparation of biddable construction documents for:

- Site removals, grading and restoration associated with retaining wall shoring, pile cap restoration and stabilization (by structural engineer).
- Removals, layout, grading and restoration associated with a replacement stairway system (servicing 251 River Street to Front Street) and at the existing plaza level associated with structural retaining wall and utility modifications.
- Concrete infill of two (2) small open areas of the existing concrete bulkhead (abandoned stairway portals), working with structural engineer. Please note this work is not anticipated to require permitting.

Deliverables shall include a draft set of construction documents (drawings and technical specifications) for review and coordination, with a final set of contract documents issued for public bid. It is assumed that the project CM will lead, with Chazen assisting, the assemblance of the project manual for bidding.

As part of our pre-construction services Chazen will also assist the City and CM during the bid process by responding to requests for information and preparing necessary addenda (if required).

Task 02C0 - Structural Engineering

Under this Task, Artisan will provide design and engineering services resulting in the preparation of biddable construction documents for:

1. Site retaining wall shoring, pile cap restoration and stabilization.
2. New Site retaining walls for incorporation into the larger project.
3. Development of gravity and lateral loads anticipated in the future on the segments of walls developed under this scope.
4. Replacement stairway system (servicing 251 River Street to Front Street) and the existing plaza level associated with structural retaining wall.
5. Concrete infill of two (2) small open areas of the existing concrete bulkhead (abandoned stairway portals).

Deliverables shall include a draft set of construction documents (drawings and technical specifications) for review and coordination, with a final set of contract documents issued for public bid.

As part of our pre-construction services Artisan will also assist the City and CM during the bid process by responding to requests for information and preparing necessary addenda (if required).

Limitations – the scope of services/fee assumes eight (8) virtual design meetings.

Task 0300 – Pre-Construction Services (Construction Manager)

The Construction Manager (Sano-Rubin) will provide pre-construction management services to supplement the design team's efforts. The following tasks describe the activities proposed for the construction management team to organize and guide the project through the design and public bidding process.

- Review of the Owner's Program and Project Requirements
- Project Meetings and Coordination
- Construction Scheduling
- Cost Estimating and Budgeting
- Identification of Special Conditions (temp facilities, long-lead items)
- Construction Document Review for Coordination of Trades
- Assembling the Project Manual for Bidding
- Management of the Addenda Process
- Pre-bid Solicitation of Trade Contractors and Suppliers
- Assisting the Owner with Public Bidding
- Assisting the Owner with Bid Review and Analysis

The pre-construction services of the CM are proposed to be provided on a time and materials basis.

Construction Phase Services

Task 0400 – Construction Services- Design Team

Task 04A0 – Civil Engineering

Under this Task, Chazen will provide services as the site Engineer of Record, as necessary for the execution of the construction contract including:

- Submittal reviews
- Attendance at bi-weekly construction meetings (assumed up to 8 required)
- Coordination with the City public utilities department
- Site visits of sufficient number to adequately review the progress of the work for general compliance with the contract documents (assumed 6 visits)
- Construction inspections (assumed 3) for the installation of the relocated 20" water main
- Development of punch list at substantial completion

Task 04B0 – Structural Engineering

Under this Task, Artisan will provide services as the structural Engineer of Record, as necessary for the execution of the construction contract including:

1. Submittal reviews
2. Virtual attendance at construction meetings (assumed up to 4 required)
3. Three (3) Site visits to review the progress of the work for general compliance with the contract documents
4. Development of punch list at substantial completion

Task 0500 – Construction Management

The Construction Manager (Sano-Rubin) will provide construction management services to supplement the design team's role as Engineer of Record. The following tasks describe the activities proposed for the construction management team to administer the construction contract on behalf of the City.

- Assisting the Owner with Contracting with selected Contractor
- Primarily Coordinate with the Owner and Engineer(s) of Record
- Construction Monitoring Including Daily and Monthly Reporting
- Establish and Lead Project Construction Meetings
- Management of Submittals, Shop Drawings and Requests for Information
- Maintenance of Construction Schedule
- Monitoring of the Construction Budget
- Assurance of Contractor Compliance with Contract and Safety Requirements
- Develop and Implement Payment Procedures, Process Payments
- Provide Construction Observation – envisioned to be a combination of full-time and part-time

The construction phase services of the CM are proposed to be provided on a time and materials basis.

Project Closeout Services

Task 0600 – Project Closeout (CM)

The Construction Manager (Sano-Rubin) will provide construction project closeout services including the following:

- Preparation of a list of incomplete or unsatisfactory items
- Direction for the checkout of utilities, operation systems and equipment – including start-up/testing
- Written notification of substantial completion
- Review of as-built survey
- Collect and deliver guarantees, affidavits, releases, bonds, and record drawings

Task RE00 – Reimbursable Expenses

This proposal includes an estimate for direct expenses, such as mileage, overnight mailings, and extensive photocopying and map reproductions. These elements will be billed on a time and materials basis.

SERVICES NOT INCLUDED

- Environmental studies and/or reports.
- Special Inspections and Testing – to be contracted through the Contractor for construction.
- Design of electric, gas, telecommunication systems – not anticipated to be required for this phase.
- Construction survey layout – to be contracted through the Contractor for construction.
- Preparation of as-built drawings - to be contracted through the Contractor for construction.

FEE ARRANGEMENT

Chazen proposes to bill each task as indicated in the following Fee Schedule. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed commensurately with the percentage of the task which has been completed. Time and Material tasks will be billed based on expenses incurred at the time of billing, at our standard billing rates in effect at the time of service.

Chazen will make its best effort to complete each of these tasks within the estimated amounts, however it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task. We will not exceed any estimated fee amounts without written authorization from you.

FEE SCHEDULE

Tasks		Fee Estimates	
Task No.	Task Description	Chazen Fees	Sub-Consultants Fees
Pre-Construction Services			
0100	Project Management	\$8,700 (lump sum)	
0200	Public Infrastructure Design		
02A0	Civil Engineering (Utilities)	\$13,000 (lump sum)	
02B0	Civil Engineering (Non-Utilities)	\$11,000 (lump sum)	
02C0	Structural Engineering	\$1,400 (T&M – 12% markup)*	\$12,000
0300	Pre-Construction Services (Construction Manager)	\$5,000 (T&M – 12% markup)*	\$41,850
Construction Phase Services			
0400	Construction Services – Design Team		
04A0	Civil Engineering	\$13,000 (Time and Materials)	
04B0	Structural Engineering	\$375 (T&M – 5% markup)*	\$7,500
0500	Construction Management	\$11,400 (T&M – 5% markup)*	\$227,750
Project Closeout Services			
0600	Project Closeout (CM)	\$1,575* (T&M – 5% markup)	\$31,500
RE00	Reimbursable Expenses	\$300	\$2,850
Sub-totals		\$65,750	\$323,450
Total Estimated Fee		\$389,200	

*Chazen's typical markup for sub-consultants is 15%, however has been discounted as noted in the fee schedule for this project.

INDEMNIFICATION

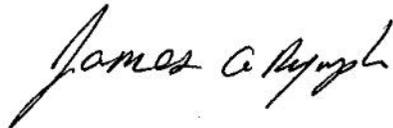
This contract was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund, per Comptrollers Contract Number C006667.

AGREEMENT

Attached, please find a copy of our Standard Agreement. Receipt of an executed copy of the Agreement, or the City’s Authorization below, will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

We look forward to continuing our work together, and if you have any questions please do not hesitate to contact me at (518) 266-7323 or arymph@chazencompanies.com.

Sincerely,



James A. Rymph, RLA, LEED®AP
Director - Landscape Architectural Services

Attachments:

- Standard Agreement
- Billing Rate Schedule

CC: Proposal Distribution List

AUTHORIZATION

Signature: _____ Date: _____

Name: _____ Title: _____
(Please Print) (Please Print)

Professional Services Agreement
Project Name: Troy OMS Public Infrastructure

Proposal Number: _____
Project Number: 32079.02

AGREEMENT MADE this _____ day of July 2021 by and between Chazen Engineering, Land Surveying, Landscape Architecture & Geology Co., D.P.C., a New York design professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and The City of Troy (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated July 12, 2021 which is hereby made a part of this Agreement.
2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

A retainer in the amount of \$0 will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.
4. **PROJECT DOCUMENTS:**
 - A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
 - B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
 - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
 - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.