

October 3, 2006

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Mr. Marty Piecuch, Commissioner of Public Works
Town of Irondequoit
1280 Titus Avenue
Rochester, New York, 14617

Re: Proposal for Professional Engineering Services Related to the
Spring Valley Flood Control Project
LaBella Proposal No. P4180

Dear Mr. Piecuch:

LaBella Associates, P.C. is pleased to submit the following proposal to assist the Town of Irondequoit in designing improvements in the Spring Valley area that will reduce the frequency of flooding over local roads. This proposal outlines our understanding of the project, and presents our proposed scope of work, fee, and project schedule.

PROJECT DESCRIPTION

Tributary ONT-112 traverses Spring Valley and flows under Spring Valley Drive, Hoffman Road, and Conifer Lane via culverts. All three roadways are overtopped with floodwaters several times a year and the Town would like to reduce the frequency of roadway overtopping. LaBella and Town personnel have met with the NYSDEC and USACE to develop a conceptual design that is approvable. The proposed conceptual design is currently under review by both agencies. A description of each problem area and the proposed improvements are as follows:

Site 1 (Spring Valley Drive)

Tributary ONT-112 is generally located on the west side of Spring Valley Drive with the exception of a short 190-ft section that crosses to the east side and then back. The approach angle of ONT-112 into the culvert that passes under Spring Valley Drive is extremely poor. It causes debris to hang up at the entrance to the culvert during every rain event. The debris clogs the culvert and causes the stream to overtop its primary banks. This subsequently overtops Spring Valley Drive.

Proposed improvements include:

- Relocate the section of the main channel located on the east side of Spring Valley Drive to the west side.
- The relocated channel will be configured as a meander with a rock and riffle complex. The cross-sectional area of the relocated channel will have the same cross-sectional area as the existing channel to maintain velocities.
- Install a riprap grade control structure at the upstream end of the new channel to prevent head-cutting and down-cutting from moving upstream.
- Leave the old culverts in place.

Relationships. Resources. Results.

Site 2 (Hoffman Road) and Site 3 (Conifer Lane)

The flooding problem at Hoffman Road is the same as at Conifer Lane. The valley floor in this area is very flat and both roadways are less than one foot higher than the normal water surface elevation of ONT-112 on a dry day. There is no appreciable difference in elevation between the overbank areas and the roadway. During rain events that exceed the primary banks of the stream, both roadways are overtopped for significant distances.

Proposed improvements include:

- Raise both roadways 3-4 ft (to be verified with hydraulic analysis).
- Install multiple culverts under the roadways in the overbank areas. The overbank culverts are to be spaced to promote distributed flow under the roadways.
- The additional fill will likely impact adjacent wetlands to some degree. The DEC has offered to delineate the wetlands.

Scope of Work

The work effort will be directed towards developing design drawings from which the required permits may be obtained from the DEC and USACE and from which the Town may construct the project.

Tasks will include:

- Coordinate with the DEC and USACE to gain approval of the conceptual design.
- Coordinate with the DEC to delineate the required wetlands.
- Complete a topographic survey of Sites 1, 2, and 3 after the wetlands have been delineated by the DEC.
- Request utility record maps.
- Complete hydrologic and hydraulic calculations to determine the design flows to be conveyed under Hoffman Road and Conifer Lane and size of the culverts. USGS hydrologic regression equations will be used to determine peak design flows. It is anticipated that the 2 and 5-yr design frequency will be evaluated. Standard FHWA culvert design methods will be employed to size the culverts.
- Develop an opinion of probable material costs based on unit prices from the County Bid.
- Prepare a letter report that summarizes the design frequencies versus probable material costs.
- Meet with the Town to review the letter and select the design storm frequency.
- Develop design drawings for Sites 1, 2, and 3 suitable for construction by Town forces. Drawings will include the necessary plan views, profiles, and typical cross sections.
- Coordinate with local utilities to inform them of the project.
- Arrange for a geotechnical evaluation of Hoffman Road and Conifer Lane with respect to the placement of an additional fill.
- Prepare and submit a permit application to the DEC and USACE.
- Address review comments from jurisdictional agencies and revise design as required.

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The proposed scope of work assumes that the conceptual design that is currently under review by the DEC and USACE will be approved. If the regulatory agencies require significant modifications, we will review the impact on our scope of work and fee and propose an adjustment if required.

IMPLEMENTATION

Schedule

The workload of the firm is such that the project can be initiated within one week of authorization to proceed. We anticipate the scope of work can be completed as outlined in the attached project schedule.

Fees

LaBella Associates, P.C. will provide professional engineering services as outlined in the scope of work for a lump sum fee of \$24,500 including reimbursable expenses.

Additional services outside the scope of work will be provided on a cost reimbursable basis in accordance with our fee schedule outlined in our Town Engineer agreement.

Completion of the geotechnical investigation will be considered an outside service and will be invoiced directly to the Town. We recommend the Town establish a budget \$3,800 for these services.

Excluded Services

The services listed below are available and have not been included in the scope of work:

- Wetland delineation (by DEC)
- Wetland mitigation, if required
- Attendance at public information meetings
- Negotiations with property owners or Homeowner's Association for easements
- Individual easement maps and descriptions
- Coordination with emergency services during construction
- Maintenance and protection of traffic plans
- Evaluation and mitigation of effect of construction vehicles on local and private roads
- Bidding and construction services

Items or Services to be Provided by the Town of Irondequoit

The following services will be provided by the Town of Irondequoit:

- Copies of easements including maps and descriptions
- Coordination with property owners and Homeowner's Association
- Copy of the current County bid

Invoices

Invoices for our services will be issued monthly based on our estimate of the percentage of work completed. The invoices are to be paid within 45 days of the invoice date. An additional charge of 1.5% per month will be applied to any past due account.

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Acceptance

The "General Conditions For Professional Engineering Services" governing our services is attached to and forms part of this Agreement. If the Terms and Conditions of this proposal are acceptable to the Town of Irondequoit, please execute one copy of the attached Agreement and return it to our offices. This will serve as our Agreement.

We appreciate the opportunity to serve the Town of Irondequoit and look forward to the successful completion of the project.

Regards,

LABELLA ASSOCIATES, PC



Michael S. Schaffron, PE
Project Manager

MSS/JWM/bc

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Professional Services Agreement

October 3, 2006

Agreement made the day and year first above written between

LaBella Associates, P.C.
("LaBella")

and

Town of Irondequoit
("Client")

for services related to the following Project:

Spring Valley Flood Control Project

Services to be rendered are described in Proposal No. P4180,
dated October 3, 2006 attached hereto as Schedule "A" ("Proposal").

The Terms Of This Agreement Are Acknowledged By Signing Below:

LaBella Associates, P.C.

Town of Irondequoit

By: _____

By: _____

Title: _____

Title: _____

Date: October 3, 2006

Date: _____

STATE OF NEW YORK

:ss.:

COUNTY OF _____

On _____

before me, the undersigned, _____

personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

General Conditions For Professional Services

1. AGREEMENT

This agreement shall be binding on LaBella only when duly executed and returned to the offices of LaBella, together with any retainer fees required, within a period of thirty (30) calendar days from the date of the Proposal.

2. INVOICES

LaBella shall submit to the Client monthly invoices for services and Reimbursable Expenses, as that term is defined in the Proposal. The final invoice will be submitted within two (2) months following completion of Services.

Client shall promptly make all payments due LaBella for Services and Reimbursable Expenses within forty-five (45) calendar days of the invoice date. In addition, Client agrees to review invoices and report in writing all discrepancies or disputes to LaBella within thirty (30) calendar days of the invoice date. An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date.

Client agrees to reimburse LaBella for all court costs, collection service costs, disbursements and reasonable attorneys' fees incurred by LaBella in the collection of any outstanding invoices.

3. OWNERSHIP

All reports, plans, specifications, calculations and other documents prepared by LaBella as instruments of service shall remain the property of LaBella. Client agrees that reuse of documents on extension of the Project or other projects is prohibited.

4. STANDARD OF CARE

Services provided by LaBella under this Agreement will be performed in accordance with the Scope of Work agreed to, and in a manner consistent with that level of skill and competence ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. LaBella makes no other express or implied representation, guarantee or warranty.

5. DELAYS

In the event the rendering of Services is interrupted due to causes beyond LaBella's control, Client shall compensate LaBella for labor and expenses incurred for the deactivation and subsequent reactivation of the Project at its prevailing Professional Services fee schedule. Delays in excess of forty-five (45) days shall be subject to the provisions of Article 7.

6. ASSIGNMENT

Client agrees not to assign or transfer its duties and obligations under this Agreement without the prior written consent of LaBella. Client, moreover, agrees to notify LaBella in writing fourteen (14) calendar days prior to the sale or transfer of the Project.

LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories.

7. REMEDIES

If Client fails to make any payment when due to LaBella for Services and/or Reimbursable Expenses, or in the event of a delay in excess of forty-five (45) days, or if Client breaches any provision of this Agreement, then LaBella may, at its option, after giving seven (7) calendar days written notice to the Client, suspend the performing of Services to terminate this Agreement without recourse to LaBella for any damages due to termination or suspension. In the event of termination or suspension, LaBella shall be paid for all Services, performed to the date of termination or suspension based on standard hourly rates, Reimbursable Expenses, plus reasonable termination or suspension expenses.

Termination expenses include expenses directly attributable to termination for which LaBella is not otherwise compensated, plus an amount computed as a percentage of the total Compensation set forth in the Proposal which has been earned to the time of termination, calculated as follows:

- 7.1 20% if termination occurs during the time the first third of the Services are rendered;
- 7.2 10% if termination occurs during the time the second third of the Services are rendered; and
- 7.3 5% if termination occurs during the time the last third of the Services are rendered.

8. ESCALATION

Compensation for Services set forth in the Proposal are subject to review and escalation by LaBella, upon thirty (30) days written notice to Client, should the performance of this Agreement extend beyond the period of service stated in the proposal. The project budget will be adjusted accordingly.

9. STATE-WAGE-RATES FOR SURVEY

Should Services be required for municipal projects, compensation rates for personnel and supplements shall be the current applicable rate published by the New York State Department of Labor. Should the published rates change during the term of this Agreement, the budget shall automatically be adjusted.

10. LIMITATION OF LIABILITY

LaBella Associates carries a Standard Professional liability insurance policy with a limit of \$1,000,000 per claim and a \$2,000,000 aggregate.

The Client agrees that LaBella's financial responsibility for Professional Services and recommendations and for any and all injury, claims, losses, liabilities, expenses, or damages whatsoever arising out of or in any way relating to the Project from any cause or causes, including without limitation, negligence, errors, omissions, strict liability, breach of contract or warranty, shall not exceed the sum of one hundred thousand dollars.

In addition, the Client agrees that to the fullest extent permitted by law, neither LaBella nor its consultants, agents or employees shall be liable to the Client for any special, indirect or consequential damages whatsoever, whether caused by negligence, errors, omission, strict liability, breach of contract, warrants or any other cause or causes.

11. THIRD-PARTY EXCLUSIONS

Client shall, to the extent permitted by law, indemnify and hold harmless LaBella and its consultants, agents, and employees from and against all claims, damages, losses, and expenses, liabilities, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys, arising out of or related to performance of Services.

12. INTEGRATION

The Client and LaBella agree that modifications to the Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

13. SALES TAX

Should Federal and/or State regulations change to require sales tax be paid on professional services during the term of this agreement, the project budget shall automatically be increased by amount of sales tax to be paid.

14. CONSULTANTS RESPONSIBILITIES DURING CONSTRUCTION

It is understood and agreed that the Consultant has not constructive use of the Owner's site; has no control or authority over the means of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in the contractor. Notwithstanding the above, the Consultant has a duty to preserve and protect public health, safety, and welfare. Accordingly, it is the Consultant's professional responsibility to take what the Consultant believes are prudent measures should the Consultant encounter situations that the Consultant believes create a danger to the public health, safety, or welfare. The Owner understands this situation and agrees to hold harmless and defend the Consultant from claims from the Consultant's exercises of professional responsibility in this regard.

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