



FEE AMENDMENT — SIX-MILE CREEK FEASIBILITY STUDY

To: Charles L. Richter, P.E.
City Engineer
City of Brookings
520 Third Street
Brookings, SD 57006

cc: Project Central File W0181.21001

From: Nicholas M. Marnach
Project Engineer
RESPEC
3824 Jet Drive
Rapid City, SD 57703

Date: March 11, 2024

Subject: Six-Mile Creek Feasibility Project – Additional Funding/Fee Amendment Request

The following fee amendment is being submitted to request additional funding needed for completing the Six-Mile Creek Feasibility Study. Attachment A includes the original Scope and Fee proposal dated September 28, 2021. Attachment B includes the Additional Funding Request dated January 29, 2024.

The Additional Funding Request summarizes project status, delays, and additional effort that has been completed or needs to be completed outside of that which was originally anticipated in the original Scope and Fee Proposal. As of March 2, 2024, there is \$31,400 remaining in the project budget. This value does not include effort for presenting project updates and conceptual mitigation alternatives to the City of Brookings staff and community on March 4th, 2024.

RESPEC is requesting an additional \$21,000 to complete the project work that has a current deadline of June 7th, 2024. Additional funding will provide a total of 350 hours to complete the remaining work at a blended billing rate of \$150/hr within the next ten weeks.

Presented By (Consultant):

Peter P. Rausch, PE, CFM
RESPEC Company, LLC

Date: 3/11/2024

Approved By (Client):

Paul Briseno
City of Brookings

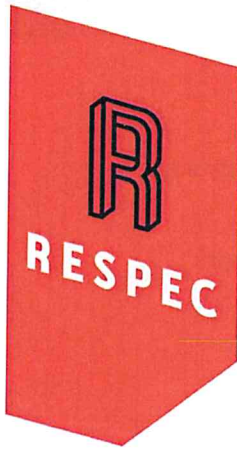
Date:

3824 JET DRIVE
RAPID CITY, SD 57703
P.O. BOX 725 // RAPID CITY, SD 57709
605.394.6400



ATTACHMENT A





SCOPE AND FEE PROPOSAL

To: Mr. Charlie Richter, PE
City of Brookings (Client)
520 3rd Street
Brookings, SD 57006

From: Dr. Russell Persyn, PE, CFM
RESPEC Company, LLC (Consultant)
3824 Jet Drive
Rapid City, SD 57703

Date: September 28, 2021

Project: City of Brookings FEMA Grant – 6 Mile Creek Feasibility Project

The following scope of services is for the RESPEC and Banner team to assist with the Federal Emergency Management Agency Grant for Six-Mile Creek Feasibility Project from Medary Avenue to 6th Street (see attached Exhibit A):

Project Survey - \$3,000

- / Acquire up to 20 structures along Six-Mile Creek to incorporate into the effective FEMA model.

Review and revise existing 2-dimensional model - \$4,880

- / Obtain and review the existing and revised FEMA effective models for Six-Mile Creek
- / Revise effective model to incorporate surveyed structures develop a corrected effective model for the base study.
- / QA/QC the corrected effective model.

Develop and Formulate Mitigation Alternatives - \$47,310

- / Use effective model to identify potential projects to mitigate flooding and reduce impacts to adjacent structures
- / Conduct preliminary analysis of potential mitigation projects to quantify flood reduction benefits
- / Develop planning level opinion of probable construction cost for alternatives
- / Prioritize projects for final evaluation with City Staff
- / Develop final alternatives

Public Outreach - \$4,920

- / Conduct public meeting to obtain input of flood concerns and potential project list.

Incorporate Public Input - \$5,140

- / Incorporate public input to mitigation project evaluation

Benefit Cost Analysis - \$14,880

- / Develop Benefit Cost data using FEMA standards for potential mitigation projects

1105 LORENZO STREET
CASTROVILLE, TX 78009
210.213.2297
TEXAS REGISTERED FIRM F-17502



Draft Report - \$10,240

/ Develop draft report of alternatives and costs for review by City staff

Final Report - \$4,780

/ Incorporate City staff review comments and develop final report

Grant Management - \$5,000

/ Submit progress reports to FEMA

Lump Sum Total Estimate: \$99,750

The tables below summarize the proposed budget by task for this Scope of Work.

Task Description	Total
Survey Support	\$3,000
Review and revise models	\$4,880
Mitigation Alternatives	\$47,310
Public Outreach	\$4,920
Incorporate Public Input	\$5,410
Benefit Cost Analysis	\$14,880
Draft Report	\$10,240
Final Report	\$4,780
Grant Management	\$5,000
Total Cost	\$ 99,750
RESPEC Anticipated Fee	\$77,410
Banner Anticipated Fee	\$ 22,340

Schedule:

The project schedule is attached as Exhibit B.

Assumptions: City to agree with model version for project use by RESPEC, City to handle mailing and notifications for public, City to deliver most recent LiDAR data, Subject to the attached terms and conditions.

Presented By (Consultant):

Russell Persyn, PE, CFM
RESPEC Company, LLC

Date: 09/28/2021

Approved By (Client):

Paul Briseno
City of Brookings

Date: 10/20/2021



Terms and Conditions

- A. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property or to protect the same from damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto.
- B. Proprietary Information. The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Contract, any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including the Client's manuals or procedures, without the prior written consent of the Client.
- C. Publications. The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client.
- D. Technical Data. All evaluations, reports, records, and other work products relating hereto produced by the Consultant pursuant to this Contract shall be considered technical data and subject to the provisions of the Proprietary Information clause of this Contract.
- E. Insurance. If the Contract includes work to be performed on the premises of the Client or the project site(s), then the Consultant shall purchase and maintain such insurance as will protect it from the following claims which may arise out of or result from its operations hereunder (whether by itself, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims coverage which are sustained by any person as a result of the Consultant; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Consultant insurance requirements to be furnished with Proof are:
- General Liability of not less than \$1,000,000 each occurrence
 - Automobile Liability of not less than \$1,000,000 each occurrence
 - Bodily Injury and Property Damage Liability of not less than \$1,000,000 each occurrence
 - Workers Compensation and Employers Liability Insurance of \$1,000,000 each accident.
- F. Indemnification. The Consultant shall indemnify and hold harmless the Client, its agents and employees from and against any and all liability, losses, cost or expenses, including attorney's fees, arising out of the negligent acts, errors, or omissions of the Consultant its officers or employees in the performance of the Work. Nothing herein shall be construed to require Consultant to indemnify Client for Client's own negligent acts, errors or omissions. The maximum liability of the Consultant will not exceed the amount received by the Consultant in the performance of the Work or the insurance limits as specified in this Agreement, whichever is less.
- G. Disputes. Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Agreement, (2) by executive management of each party, (3) by binding arbitration in accordance with the International Arbitration Rules of the American Arbitration Association as presently in force. Notwithstanding the dispute, Consultant shall continue to perform its obligations and shall be entitled to payment therefore, unless Client terminates or otherwise suspends performance hereunder.

Consultant agrees to provide certification that data supporting any claim made by Consultant hereunder is made in good faith and that the supporting data is accurate and complete to the best of Consultant's knowledge or belief, all in accordance with the requirements of the Contract Disputes Act of 1978 (41 U.S.C. 601-613) and implementing regulations, where applicable. If any claim of Consultant is determined to be based upon fraud or intentional misrepresentation, Consultant agrees to defend, indemnify and hold Client harmless for any and all liability, loss, cost or expense resulting therefrom.



The prevailing party in any dispute shall be entitled to a reasonable sum for attorneys' fees (including those incurred prior to the action being filed), court costs and any costs incurred in enforcing a judgment or settlement.

- H. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.
- I. Conflicts of Interest. Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.
- J. Time Is of the Essence. The performance of this work is required on a timely basis to meet the Client's time schedule.
- K. Applicable Law. This Contract shall be governed by the laws of the state of Texas. Consultant has no authority to enter into any agreement or to incur any obligation on behalf of Client or commit Client in any manner. As an independent contractor, the Consultant is responsible to provide Client with a valid Federal Tax Identification.
- L. Entire Agreement. This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof. This Contract may be modified by subsequent written addenda mutually agreeable to both parties.
- M. Assignment. Neither party to this Agreement shall assign this Agreement without the written consent of the other
- N. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant and its Professional Associates, provided, however, the Client, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed.
- O. The final payment shall constitute a waiver of all claims by the Client, and, if required by the Client, the Consultant shall furnish releases and waivers of liens in such form as may be designated by the Client arising out of the performance of the Agreement.
- P. The price for each item covered by this Agreement is exclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.
- Q. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
- R. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
- S. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222.36.

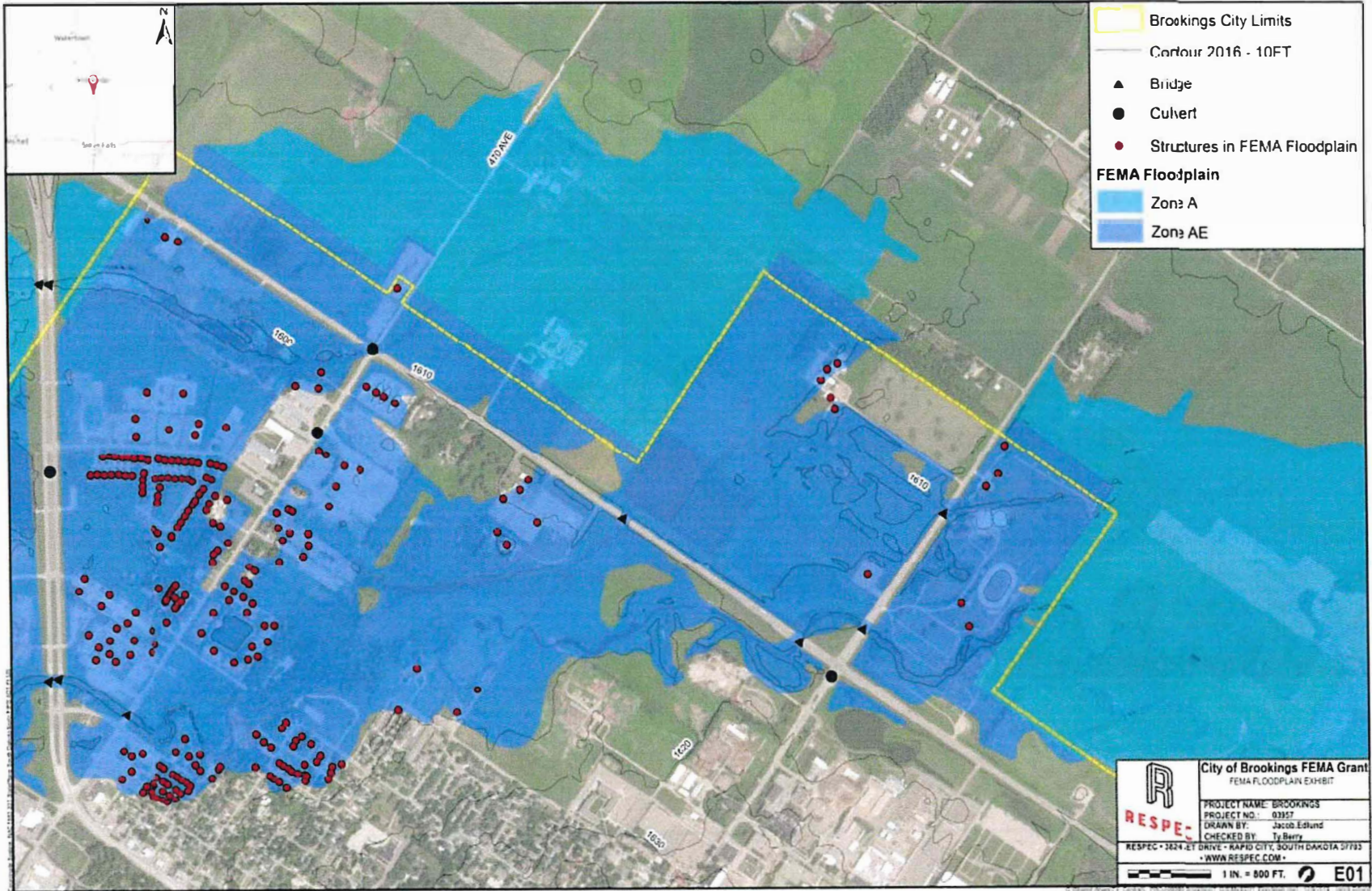


EXHIBIT A

EXHIBIT B

City of Brookings - Six Mile Creek FEMA Grant

PROJECT TITLE: Six Mile Creek FEMA Project
 PROJECT MANAGER: Pete Rausch

COMPANY NAME: RESPEC Company, LLC
 DATE: 9/27/21

WBS NUMBER	TASK TITLE	TASK OWNER	START DATE	DUE DATE	DURATION	PCT OF TASK COMPLETE	Gantt Chart																											
							WEEK 1		WEEK 2		WEEK 3		WEEK 4		WEEK 5		WEEK 6		WEEK 7		WEEK 8		WEEK 9											
							10/31/2021	11/7/2021	11/14/2021	11/21/2021	11/28/2021	12/5/2021	12/12/2021	12/19/2021	12/26/2021	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R
1	Project Kickoff Meeting					0%																												
1.1	Kickoff Meeting	RESPEC	11/1/21	11/2/21	1	0%																												
2	Corrected Effective Model					0%																												
2.1	Develop Corrected Effective Model	RESPEC	11/2/21	12/3/21	31	0%																												
3	Survey Structures/Cross Sections					0%																												
3.1	Field Survey	Banner	11/2/21	11/19/21	17	0%																												
4	Develop Initial Mitigation Projects					0%																												
4.1	Identify Potential Projects	RESPEC	12/6/21	1/31/22	55	0%																												
5	Public Meeting/Input					0%																												
5.1	Public Meeting	Banner	2/1/22	2/2/22	1	0%																												
6	Finalize Mitigation Projects					0%																												
6.1	Incorporate Input/Finalize Projects	RESPEC	2/2/22	5/30/22	118	0%																												
7	Develop Benefit Cost Data					0%																												
7.1	Cost Data	RESPEC	4/1/22	5/30/22	59	0%																												
8	Submit Draft Report					0%																												
8.1	Draft Report	RESPEC	5/31/22	6/30/22	30	0%																												
9	Report Comments					0%																												
8.1	Comment Period	Brookings	7/2/22	8/15/22	43	0%																												
10	Submt Final Report					0%																												
8.1	Final Report	RESPEC	8/15/22	9/30/22	45	0%																												

EXHIBIT B

City of Brookings - Six Mile Creek FEMA Grant

PROJECT TITLE Six Mile Creek FEIMA Project
 PROJECT MANAGER Pete Rausch

WBS NUMBER	TASK TITLE	TASK OWNER	START DATE	DUE DATE	DURATION	PCT OF TASK COMPLETE	Gantt Chart																														
							38	WEEK 39	WEEK 40	WEEK 41	WEEK 42	WEEK 43	WEEK 44	WEEK 45	WEEK 46	WEEK 47																					
							022	7/24/2022	7/31/2022	8/7/2022	8/14/2022	8/21/2022	8/28/2022	9/4/2022	9/11/2022	9/18/2022																					
							R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F				
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8.1	Draft Report	RESPEC	5/31/22	6/30/22	30	0%																															
9	Report Comments																																				
8.1	Comment Period	Brookings	7/2/22	8/15/22	43	0%	[Gantt bars for weeks 39-42]																														
10	Submt Final Report																																				
8.1	Final Report	RESPEC	8/15/22	9/30/22	45	0%	[Gantt bars for weeks 43-47]																														



ATTACHMENT B





January 29, 2024

Charles L. Richter, P.E.
City Engineer
City of Brookings
520 Third Street
Brookings, SD 57006

Dear Charlie:

RE: Feasibility Study for Six-Mile Creek in Brookings, South Dakota—Additional Funding

This letter is being submitted to provide a project update and request additional funding. The project has expenditures to date that total \$66,433, and there is \$33,317 remaining in the project budget to reflect the total value of \$99,750. The current project status is that the Federal Emergency Management Agency's (FEMA's) best-available model has been revised to create a corrected effective base study model, and conceptual mitigation alternatives have been identified with the City of Brookings, South Dakota.

The project was originally delayed because of the availability of the FEMA effective model and further delayed with the rollout of the FEMA proposed effective mapping. Your office requested and granted a no-cost extension, establishing a new project deadline of June 7, 2024.

After a significant review of the FEMA model and the need to improve the model detail for local use, the project has reached a point where we can move forward with project completion. The effort to align the FEMA model was not anticipated or scoped in the original budget. In addition, we believe there is a need for a second public meeting to ensure good public communication and understanding.

The current accrued additional effort was \$10,865 related to inundation mapping and LiDAR comparisons, mapping generation, and FEMA support meetings for the project to address concerns related to the increased inundation extents. Going forward, we anticipate an additional \$9,975 to complete the project.

RESPEC will need additional funding totaling \$20,840 to complete the project work and requests the City of Brookings consult with the State of South Dakota on the availability of additional grant funds to complete the project. To avoid project delays, the City of Brookings supported additional efforts valued at \$21,000 that we feel could be used for additional grant matches.

Sincerely,

Russell A. Persyn, PhD, PE, CFM
Vice President

cc: Project Central File W0181.21001

3824 JET DRIVE
RAPID CITY, SD 57703
P.O. BOX 725 // RAPID CITY, SD 57709
605.394.6400