HERMOSA TOWN BOARD
MONDAY, JUNE 29TH
SPECIAL MEETING @ 6:00PM

1) **ROLL CALL:**
   A. BOT Roll Call: Miller, Kramer, Serviss, Ferguson, Matheny
   B. Acknowledgment of other Attendees
   C. Pledge of Allegiance to be led by the Board President

2) **COMMENTS FROM THE PUBLIC**: No action can be taken by the board on any issue related without being first placed on a future agenda, to allow for proper notice. However, **citizens may request items for discussion**.
   1. Reserved time for public comment under this section is **15 minutes.**
   2. Each member of the public is allotted **90 seconds** for comment during this section.
   3. Anyone addressing the Board during this time shall take the podium after being recognized.
   4. A sign up sheet shall be available at the door to allow for priority in speaking.
   5. After these time limits are reached, all further commentary shall be made only with the Chair's approval.

3) **CALL FOR CHANGES**:
   A. Review of current agenda items
   B. Motion to accept the agenda as presented/amended

5) **CONFLICT OF INTEREST DECLARATION:**
   (Roll call voting for any agenda item where a conflict of interested is formally identified)

6) **NEW BUSINESS:**
   A. Suspend FEMA/BRIC work and payments

7) **CLOSING COMMENTS FROM THE PUBLIC:**
   1. Reserved time for public comment under this section is **15 minutes.**
   3. Anyone addressing the Board during this time shall take the podium after being recognized.
   4. Each person will be allotted **3 minutes** to speak.
   5. All comments shall be directed toward the chair.
   5. After these time limits are reached, all further commentary shall be made only with the Chair's approval.

8) **TRUSTEE INPUT:**

9) **EXECUTIVE SESSION:**
   A. Motion to enter Executive Session allowable by SDCL 1-25-2 – Legal/Personnel/Contract/Security
   B. Motion to exit out of Executive Session
   C. Motions resulting from Executive Session

10) **ADJOURN: Motion** by _____; Second by _____ to adjourn the meeting at _____PM.

Physical Address: 6529 Sahalee Court, Rapid City, SD 57702
Mailing Address: PO Box 1362, Rapid City, SD 57709
Tel. (605)569-3646
Email. anthony@gotheodorou.com

CONSULTING SERVICES AGREEMENT	
Client: Town of Hermosa	Project Name: FEMA BRIC Scoping Grant
Address: 230 Main Street, Hermosa SD 57744	Project Location: Hermosa, SD
Telephone: (605)255-4291	Consultant Telephone: (605)569-3646
Client Contact: Kelburn Koontz	
Client Job No.	Consultant Job Number: 020926.01

This agreement is made by and between Town of Hermosa, SD, hereafter called "Client" and Anthony Theodorou and Company, hereafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide client with requested consulting services, more specifically described as follows: (or shown in Attachments)

See: Attachment A: FEMA BRIC Scoping Grant

Attachment B: 2026 Hermosa Drainage and Sewer Assessment & Improvement Plan

The Standard Terms & Conditions and the following Attachments are hereby made part of the Agreement:
Attachment A: FEMA BRIC Scoping Grant
Attachment B: Hermosa Drainage and Sewer Assessment & Improvement Plan

By Signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice from Consultant for estimated fees:

Time and Materials, not to exceed: **$404,332.50**

In witness whereof, the parties hereto have made and executed this Agreement:

Client:

By: Kelburn Koontz
Authorized Representative

Print: KELBURN KOONTZ

Title: PRESIDENT

Date: 2/9/2026

Anthony Theodorou & Company

By: [signature]
Authorized Representative

Print: Anthony L. Theodorou PE

Title: President

Date: February 9, 2026

1

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Attachment A: FEMA BRIC Scoping Grant

8/5/2025 awarded, Benesch job no. 1126-6000035.00

Project Amount: $436,920.00

Remaining Balance: $405,123.29 on 12/24/2025.

Background to the Project

The town of Hermosa was awarded a Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) scoping grant in 2025. The purpose of the grant is to strengthen the town's infrastructure (especially its sewer and wastewater facilities) against flooding and failure. The town has recently completed its Clean Water State Revolving Fund (CWSRF) loan and grant to expand the Lagoon Facilities. These facilities are in the Battle Creek Floodplain and Floodway. That project was started by Leah Berg (previous town engineer) and redesigned and completed by the current town engineer Anthony Theodorou. Ms. Berg had omitted a floodplain model and FEMA CLOMR application in her environmental clearance. Thus, the first task Mr. Theodorou had as the town's engineer was to complete that study of the Battle Creek Floodplain, the section of which is called Ferguson's Reach. The model was conducted by Mr. Daniel Fife, who was the certified floodplain manager (CFM) and modeler at Kadrmas, Lee and Jackson (KLJ) at the time Mr. Theodorou worked there. Subsequently, Mr. Theodorou moved to Benesch and using his detailed knowledge of the town, its infrastructure and the areas endangered by flooding, submitted qualifications for the FEMA BRIC scoping grant awarded to the town of hermosa. As the sole bidder, Benesch was automatically awarded the project through Mr. Theodorou. On November 10, 2025, Benesch terminated Mr. Theodorou's employment, thereby severing any connection with the Town of Hermosa and their FEMA BRIC grant.

TOUR DE HERMOSA — Town, state and county officials were among those who recently participated in a tour of Hermosa that highlighted current and future projects in the town. From left are Blair Jonas, Vanessa Castillo, Steve Esser, Joan Harris, Anthony Theodorou, Katie Braun, Jill Dybvig, Kel Kelburn, Dan Holsworth, Linda Kramer, Aaron Serviss and Elmer Claycomb. [Submitted Photo]

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Scope of the Project

The project has several tasks that need to be accomplished as a part of the grant:

- Identify projects valuable to the public through public engagement
- Prioritize projects and run three scenarios in the HEC-RAS model
- Design to 60% the most cost-effective project to mitigate major flooding risk to the town. This involves running the FEMA Benefit/Cost calculator to prove project value.
- Design to 60% the localized flood issues along Fairground Place, Whitney+2nd Street and West Court.
- Design to 35% a gravity trunk sewer line to increase the resiliency of the sanitary system in the Ferguson Subdivision, which is located in the floodway. See the updated FEMA map prepared by Dan Fife of the Battle Creek Ferguson Reach at the lagoons. Ferguson Subdivision is directly to the west and was part of that model.
- Conduct and Infiltration and Inflow (I&I) evaluation of the Ferguson Subdivision sanitary sewer system. This involves flow meter monitoring and CCTV sewer camera inspection to determine the risk to the critical infrastructure.
- Conduct and Environmental Clearances study and coordinate with agencies.
- Research & apply for Grants that will fund the construction phases of the projects.

Status of Project: Incomplete. Only a cursory review by Benesch of the project documents has been accomplished. In addition, the sewer camera had been on rent for two months.

Remaining Scope: The entire scope of work remains to be accomplished. In addition, the FEMA BRIC grant activities are intertwined with on-going projects such as the CMOM program update, wastewater facilities plan update and developments that require sewer.

Proposed Scope to Anthony Theodorou and Company (ATAC)

The town of Hermosa has acquired all the project files from Benesch and provided them to ATAC. The scope will be to complete requirements of the FEMA BRIC scoping grant fully.

ATAC will team with Dakota Headwaters (Dan Fife, CFM) and others, as outlined in our detailed proposal in the attachments to complete all tasks of the grant. Mr. Fife is replacing the role that Maria Neeland had on the project team as CFM and the some of the role that Mr. Vasquez had as grant writer. To complete the project, ATAC has a tentative agreement with Edge AI to take over the rental of the sewer camera unit at no additional cost to the town or the grant.

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Fees: Time and Materials (T&M) not to exceed: $404,332.50
(From remaining Benesch contract balance)

Task 1: Data Gathering / Public Engagement: $21,920.83

Task 1	Project Manager	Anthony Theodorou	180	30	5400.00
	Drainage Engineer	Dan Fife	170	30	5100.00
	GIS Analyst	Troy Olds	170	25	4250.00
	QA/QC Reviewer	Neil Putnam	130	40	5200.00
	Reimbursables				1970.83

USACE Jurisdictional Determination (JD) on Roy's Drive-in and Ferguson Sub in task 1.

Task 2: Drainage Feasibility Analysis: $37,960.83

Task 2	Project Manager	Anthony Theodorou	180	65	11700.00
	Drainage Engineer / Modeler	Dan Fife	170	77	13090.00
	Public Engagement Lead	Neil Putnam	130	40	5200.00
SUB	All Aspects Surveying				6000.00
	Reimbursables				1970.83

Task 3: Conceptual Drainage Plan (2 or more) and BCA: $60,180.00

Task 3	Project Manager	Anthony Theodorou	180	80	14400.00
	Drainage Engineer / Modeler	Dan Fife	170	95	16150.00
	Survey Coordinator	John Burckhard	150	40	6000.00
	FEMA BCA Analyst	John Copp	180	40	7200.00
	CAD/Designer	Mark Santavy	170	95	16150.00
	Reimbursables				280.00

Task 4: Sanitary Sewer I&I Study: $36,950.00

Task 4	Project Manager	Anthony Theodorou	180	35	6300.00
	Sewer Engineer	John Copp	180	65	11700.00
	Field Investigation Support	John Burckhard	150	85	12750.00
	CCTV Review/Coordination	John Copp	180	30	5400.00
	Reimbursables				800.00

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Task 5: Gravity Alternative Feasibility and Concept: $44,700.00

Task 5	Project Manager	Anthony Theodorou	180	70	12600
	Sewer Engineer	John Copp	180	75	13500
	CAD/Designer	Mark Santavy	170	80	13600
SUB	All Aspects Surveying				4000.00
	Reimbursables				1000.00

Task 6 : Environmental Planning: $40,750.00

Task 6	Project Manager	Anthony Theodorou	180	50	9000.00
	NEPA/Environmental Lead	John Burckhard	150	60	9000.00
	Wetlands Scientist	Mark Santavy	170	65	11050.00
	GIS Analyst	Troy Olds	170	60	10200.00
	Equipment Rental				1500.00

Task 7: 60% Design and BCA final: $120,000.00

Task 7	Project Manager	Anthony Theodorou	180	120	21600.00
	Drainage Design Engineer	Dan Fife	170	195	33150.00
	Sewer Design Engineer	John Copp	180	180	32400.00
	CAD/Designer	Mark Santavy	170	145	24650.00
	QA/QC Reviewer	Anthony Theodorou	180	40	7200.00
	Reimbursables				1000.00

Task 8 : Construction Grant Application Preparation: $41,870.84

Task 8	Project Manager	Anthony Theodorou	180	50	9000.00
	Grant Package Lead	Neil Putnam	130	90	11700.00
	Environmental Documentation Support	Mark Santavy	170	60	10200.00
	Cost Estimator	John Copp	180	50	9000.00
	Reimbursables				1970.84

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General ATAC Hourly Rates:

Principal PE = $180/hour

Certified Flood Plan Manager/Design Engineer = $170/hour

Operator-in-charge = $150/hour

Planner/Building Official/Shift Operator = $130/hour

Intern/CAD draftsman = $110/hour

Technician = $80/hour

General Labor = $50/hour

Request for Proposals

2026 Hermosa Drainage and Sewer Assessment and Improvement Plans

Introduction

The Town of Hermosa, South Dakota is seeking proposals from qualified and experienced consulting engineering firms to provide the Town with drainage and sanitary sewer assessment and preliminary design services. The project will build on flood mitigation and drainage assessment work the town has done to date. It will include assessment, feasibility analysis, environmental planning, and design. The intent is to identify and prioritize drainage and sewer projects through feasibility analysis, conceptual design, environmental planning, design, and grant writing for construction funding. The prioritized projects will be those that provide the most flood and drainage resiliency for the community and will improve equity outcomes by mitigating flood risk while strengthening the community's overall resilience to disasters.

General Background

The Town of Hermosa, located in rural southwestern South Dakota within Custer County, has a population of 397 (2021 American Community Survey). The town is highly susceptible to sudden flash flooding caused by severe rainstorms. Battle Creek, along with its secondary channel and floodplain, runs south of town, while Old Dairy Drainage flows west to east across the northern extents. These waterways, combined with the town's stormwater system, frequently flood during significant rain events, overtopping roads and damaging critical infrastructure. Additionally, surface runoff and high groundwater infiltration place strain on the Town's sanitary sewer system. To enhance the community's resilience to future flooding and related hazards, the Town of Hermosa seeks a comprehensive assessment of its drainage and sanitary sewer systems, along with recommendations for necessary improvements.

This project is funded through the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Grant Program. As a recipient of BRIC funding, the Town of Hermosa is committed to ensuring that all aspects of this project comply with FEMA's grant requirements, including but not limited to federal procurement standards, reporting obligations, and compliance with applicable federal, state, and local laws.

All proposals submitted in response to this RFP must acknowledge that the funding for this project is made possible through a grant from FEMA BRIC. The successful bidder will be required to adhere to **all grant conditions** and provide any necessary documentation to support compliance with FEMA regulations.

Project Study Area

The project study area includes the Town of Hermosa and an approximate one-mile buffer outside the Town boundary. Most of the drainage and sewer project focus areas are the Ferguson subdivision and the residential area south of Highway 40 between Highway 79 and the railroad tracks.

Scope of Work

The Town of Hermosa seeks to enhance community resilience to flooding by conducting a comprehensive assessment and improvement plan for its drainage infrastructure throughout town and its sanitary sewer system serving the Ferguson Subdivision. This project will provide detailed evaluations, prioritize mitigation efforts, and develop designs that position the Town for future funding opportunities. The two primary initiatives are:

1. Drainage Assessment and Improvements – Evaluate and implement strategic drainage solutions to mitigate flood risk across key areas of Town. Key project areas include but are not limited to the following:

- Residential area south of Highway 40 between Highway 79 and the railroad tracks. Drainage infrastructure is lacking and existing roads/alleyways are improperly graded in this neighborhood causing ponding stormwater runoff.

- Fairgrounds Place and Highway 40 - The existing roadside ditch along Highway 40 is currently blocked by the Fairgrounds Place road. There is no culvert to allow a continuous flow path so stormwater ponds at the southwest corner of Fairgrounds Place and Main Street overflows to the south and east impacting nearby residences.

2. Sanitary Sewer Assessments and Improvements in Ferguson Subdivision – Assess the impact of flooding on the sanitary sewer system and develop improvement plans to reduce infiltration, prevent damages, and make the sewer system more resilient. The Town of Hermosa sanitary sewer lift station off Ferguson Street experiences increased flows during rain events. This is believed to be an inflow and infiltration issue. Existing sewer manhole lids appear to not be watertight. Most manholes (20+) are located in the FEMA 100-yr floodplain or floodway. Stormwater runoff and/or flood waters are contributing to the increased flows to the lift station. The lift station is not designed to handle the increased flow. The Engineer shall perform an Inflow and Infiltration study for the system and evaluate system alternatives to the current lift station including but not limited to alternative gravity system options.

Specific project Tasks are detailed below.

Task 1 – Data Gathering / Project Prioritization

The Project Team will review existing flood, drainage, and relevant sanitary sewer studies. Building on this information, the team will identify priority project areas to assess further in future tasks. Preliminary project areas are identified above.

Task 2 – Drainage Feasibility Analysis

The Engineer will use the projects identified in Task 1 to conduct an alternatives analysis and feasibility analysis. This includes the following:

- Develop preliminary design alternatives.
- Develop preliminary hydraulic and/or hydrological modeling to assess alternatives.
- Re-asses flood reduction benefits.
- Calculate opinion of probable construction cost based on alternatives identified.
- Conduct community engagement.

The outcome of Task 2 will be the clear identification of preferred project(s) that are implementable and that will benefit the community by reducing flood risk and/or improving drainage infrastructure to protect the residents of the Town of Hermosa.

Task 3 – Conceptual Drainage Improvement Plan development

The Engineer will use the preferred project alternative identified in Task 2 for two to four projects and develop Conceptual Plan designs for each. This includes the following:

- Collect additional survey information as needed.
- Develop more detailed hydraulic and/or hydrologic modeling necessary to design projects.
- Develop conceptual designs.
- Conduct a formal Benefit Cost Analysis using FEMA BCA Toolkit and estimates of probable construction costs.
- Conduct community engagement.

Task 4 – Sanitary Sewer Inflow and Infiltration study

Engineer shall conduct an Inflow and Infiltration study for the sanitary sewer system serving Ferguson Subdivision. Specific tasks include the following:

- Data Collection - Review existing sanitary sewer system maps, reports, and historical I&I data. Evaluate past maintenance records and known problem areas. Conduct stakeholder meetings with utility staff to gather insights on system issues.
- Flow Monitoring & Field Investigation - Perform dye testing to trace stormwater inflow pathways. Use closed-circuit television (CCTV) inspection to assess pipe conditions and locate structural defects. Conduct manhole inspections to identify sources of infiltration. Purchase of a CCTV camera is not anticipated for this task.
- Data Analysis & System Assessment - Identify priority areas based on severity of I&I, system vulnerabilities, and rehabilitation feasibility. Assess the impact of I&I on wastewater treatment costs and system capacity.
- Recommendations – Develop a prioritized list of recommended repairs with cost estimates.

Reporting - Prepare a comprehensive report summarizing findings, analysis, and recommendations. Present findings to Town Board and utility staff.

Task 5 – Sanitary Sewer Feasibility Analysis and Concept Design

The Engineer will conduct a feasibility analysis and concept design for a gravity system alternative in place of the current lift station serving Ferguson Subdivision.

Task 6 – Environmental Planning

Recommended drainage and sanitary sewer projects shall be designed to comply with the requirements set forth under the National Environmental Policy Act (NEPA) of 1969, in accordance with regulations of the Council on

Environmental Quality (CEQ) for implementing NEPA (40 Code of Federal Regulations [CFR] parts 1500-1508). The selected consultant shall perform the following environmental services for the proposed project:

a. Environmental Resource Review. Create project location maps, to include:
    i. Identification of environmental resources with the project's area of potential effect. A legend shall be included describing the environmental resources identified.
    ii. Identify any Section 4(f)/6(f) eligible properties, such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state, or national significance.
        - If Section 4(f) or 6(f) resources are present, determine if the project can be included as an exemption or would have a de minimis impact. The appropriate documentation letter would be prepared for agency review and concurrence.
    iii. Desktop delineation of wetland or other waters of the United States (OWUS).
b. Agency Coordination
    i. Determine level of agency involvement based on environmental resources identified within Environmental Resources Review task.
        - If a grant is obtained, federal monies will be utilized for projects, necessitating compliance, at a minimum, with the Endangered Species Act and Section 106 of the National Historic Preservation Act. Coordination with the US Fish and Wildlife Service and the South Dakota State Historical Preservation Office, and USACE would occur.
        - For projects occurring in FEMA mapped floodplain resources, coordination with the local floodplain manager would also be required.
c. Wetland Delineation
    i. A field wetland delineation shall be conducted for each project location in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual and the appropriate Regional Supplement. A wetland delineation report would be completed for each project location to be utilized in the Section 404 permitting process.
        - Field data would be collected with a Global Positioning System (GPS) unit capable of sub-meter accuracy and delivered in datum as appropriate based on the project location.
        - Wetland delineations remain valid for a 5-year timeframe which would need to be considered prior to fieldwork occurring as compared to the proposed construction timeline.

Task 7 – Design

The Engineer will proceed with 60% design of the drainage improvements and sanitary sewer projects identified and assessed in Tasks 1 through 6. This scope includes the following:

- Complete detailed hydraulic and/or hydrologic modeling for final design.
- Develop final design plans and specifications.
- Develop a construction cost estimate.
- Conduct community engagement.

Task 8 – Construction Grant Application Preparation

The project scoping and design activities discussed in Task 1 through 7 will result in the development and design of projects to mitigate flooding and improve utility resiliency in the Town of Hermosa. The outcome of this activity will be the development of projects that will require future construction funding for implementation. The Engineer will assist the Town in applying for future grants to construct and implement the projects identified in this scoping effort.

Expected Outcome

This project will result in a comprehensive, prioritized plan for drainage and sanitary sewer **improvements, including 60% engineering designs and grant applications for future construction funding**. By addressing both stormwater and sewer system vulnerabilities, Hermosa will be better equipped to mitigate flood risks and protect critical infrastructure.

Consultant Responsibilities and Deliverables

The selected consultant will work under the direction of the Town Board and will be responsible for consultation with the major stakeholder groups and public engagement. In addition, the consultant is responsible for the following items:

a. General management of the project
b. Management of the FEMA BRIC grant supporting this effort including but not limited to quarterly reports to the State of South Dakota Office of Emergency Management.
c. Produce all materials for public presentations and provide to the Town in reproducible formats
d. Drafting and preparation of the plan documents, graphics, and mapping for stakeholder groups and Town Board review
e. Data collection, analysis and presentation
f. Organization and facilitation of public meetings
g. Public comment summary
h. Presentations at public community meetings and Town Board meetings.

Task specific deliverables are detailed below.

Task 1 – Data Gathering / Project Prioritization

a. List of prioritized projects.

Task 2 – Drainage Feasibility Analysis

a. Technical Memorandum including conceptual design alternatives, associated modeling, preliminary cost, and summary of assessment and findings.

Task 3 – Conceptual Drainage Improvement Plan Development

a. Additional survey data and refined hydraulic/hydrologic modeling.
b. Conceptual design drawings for 2-4 selected projects.
c. Cost estimates for conceptual designs.
d. Benefit-cost analyses.
e. Technical Memorandum detailing final project selections.

Task 4 – Sanitary Sewer Inflow and Infiltration Study

a. I&I study report detailing assessment, findings, and recommendations.

Task 5 – Sanitary Sewer Feasibility Analysis and Concept Design

a. Feasibility study report evaluating gravity sewer alternatives.
b. Concept design drawings and system layout.
c. Comparative analysis of gravity sewer vs. lift station operation.
d. Cost estimates for proposed alternatives.

Task 6 – Environmental Planning

a. Environmental Resources Map – Identification of environmental constraints and compliance requirements.
b. Agency Coordination Plan – Summary of required regulatory agency involvement.
c. Wetland Delineation Report – GPS-mapped delineations for permitting purposes.
d. Section 404 Permitting Documentation – Compliance report for Clean Water Act requirements (if applicable).

Task 7– Design

a. Topographic Survey Data – Collected field data for hydraulic modeling and design verification.
b. 60% Hydraulic Modeling Report – Detailed modeling results supporting project design and permitting.
c. Plans and Specifications – Construction-ready design documents at 60% completion.
d. Updated Cost Estimate – Unit cost breakdown and total construction cost projection.
e. Updated FEMA BCA and Hydraulic Model – Adjusted analysis based on design refinements.

Task 8 – Construction Grant Application Preparation

a. Final Project Scoping Report – Comprehensive summary of project design and environmental considerations.
b. Grant Application Package – Submission-ready materials including project plans, cost estimates, and regulatory compliance documentation.

Respondents to the Request for Proposal (RFP) must be prepared to meet all requirements for work funded by the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Grant Program. As well as meeting all Environmental Review standards required by Federal & State agencies, in addition to the Federal Water Pollution Control Act, Protection of Wetlands, and the Endangered Species Act of 1973. Consultants who are Minority, Women, Disadvantaged, Small Businesses, and/or Small Businesses in rural areas are strongly encouraged to apply. The items listed in the scope of services are representative of the services and items that may be required but are not meant to comprise an exclusive list of services and items that may be required.

Proposed Project Schedule

The project timeline will be approximately 20 months from the notice to proceed. At a minimum, monthly progress meetings shall be held and may be conducted through video conferencing and/or webinars, set up and organized by the consultant. The consultant is expected to schedule and attend public participation activities and present to the Town Board as detailed in the scope of work.

The Town anticipates the following general timeline for receiving and evaluating the proposals, selecting a consultant, and completion of the plan. This schedule is subject to change if it is in the Town's best interest to do so:

Advertise for Consultant Proposals	January 7, 2026
Proposals Due	January 20, 2026 5:00 p.m.
Evaluation of Proposals	January 20 – February 2, 2026
Notice of Award	February 2, 2026
Project Completion	20 months from Notice to Proceed

Qualifications

The chosen consultant must have extensive multidisciplinary experience in hydrology, hydraulics, stormwater management, sanitary sewer system assessment and design, civil engineering, GIS analysis, community engagement, hazard mitigation planning, and FEMA grant administration, with demonstrated experience on projects of a similar nature. The ideal consultant will bring both technical expertise and stakeholder coordination skills to ensure that flood mitigation solutions are data-driven, feasible, and publicly supported. Strong communication and public engagement skills are essential, as the consultant will be expected to collaborate effectively with developers, engineers, and community members. Additionally, the consultant must be able to develop solutions that align with the Town's requirements while taking a comprehensive approach to the overall community flood resiliency.

Proposal Content

Proposals should address the following items in numerical order and must not exceed 25 pages in length. Resumes may be included as an attachment and will not count towards the page limit. A cover page, cover letter, table of contents, and section dividers will not count towards page limits. Electronic submissions are encouraged to incorporate hyperlinks when referencing work samples.

1. **Qualifications** – Provide a detailed background on the firm, including its history, expertise, and experience. Include biographies or resumes of key team members assigned to the project. Include proof of required licensing and insurance required for compliance with the FEMA BRIC grant contract with the Town of Hermosa.
2. **Relevant Experience** – Outline previous experience with projects of a similar nature.
3. **References** – Supply at least three references, including contact details, for comparable projects. References should specifically relate to the proposed project manager and key personnel. The Town reserves the right to contact any listed references.
4. **Review of Scope of Work and Schedule** – Evaluate the scope of work and provide insights into the consultant's understanding of the project, their role in fulfilling the outlined tasks, and any suggested additional services that may enhance project outcomes. Include a schedule aligned with key project milestones, incorporating any recommended changes.
5. **Project Approach and Community Engagement** – Describe the methodology and activities required to achieve the project's objectives. Include details on community engagement strategies, including the use of social media or web-based platforms for public input and approaches to conducting public meetings.
6. **Project Impact and Cost Breakdown** – Consultant should demonstrate an understanding of the benefits of the mitigation project and the associated costs to help leverage the projects value for finding future funding for construction. Consultant should demonstrate that their scope of work aligns with the communities' priorities in growth and economic development. Present a detailed cost breakdown for professional services and related expenses, categorized by project components and hours allocated per task. Provide an itemized list of reimbursable expenses.

Town of Hermosa will not be responsible for any costs incurred by consultants in the preparation and submission of their proposals, including travel expenses for pre-award interviews.

Proposers must submit one (1) PDF proposal for items one through five above via email to terri@hermosasd.com and one (1) PDF proposal cost (item six above) via email to boardvp@hermosasd.com. Submissions must be received no later than 5:00 p.m. local time on **Tuesday, January 20, 2026.**

Late submissions will not be considered.

Any questions or requests for additional information must be submitted via email to **Terri Cornelison, at** terri@hermosasd.com no later than **1:00 p.m. local time on January 13, 2026**.

The Town of Hermosa reserves the right to reject any or all proposals, waive any technical or legal deficiencies, and accept the proposal deemed to be in the Town's best interest.

Evaluation of Proposals and Selection Process

Following the submission deadline, the Town will promptly begin reviewing proposals. The Town reserves the right to request further details and to reject any or all submissions. As part of the review process, applicants may be invited to present their proposals to Town representatives.

Proposals will be assessed based on the following key factors:

1. The overall quality and responsiveness of the proposal, including its completeness, clarity, conciseness, and understanding of the project scope.
2. The qualifications of the consulting team are demonstrated through their knowledge, skills, and relevant experience.
3. Proven experience in developing master drainage plans and sewer system assessment and design or handling similar projects.
4. A track record of effective public engagement strategies across diverse community groups.
5. References from past clients for projects of comparable scope.
6. The proposed timeline for completion and budget considerations.

Consultants should note that services may be discontinued if the project is canceled for any reason.

ANTHONY THEODOROU AND COMPANY

STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General
Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees
The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except that the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment
Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.
2.2 Payment for Personnel Services

2.2.1 Payment
Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time spent in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time
Chargeable time for Consultant's personnel is that period of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant's personnel leaves during an employee's sick leave or vacation time.

Travel time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates
The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment
For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses
For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site; for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services until payment has been made in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 – Term of Agreement

3.1 Term
Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work
Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause
The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of final payment, Client shall pay for all services performed prior to the date of termination.
3.3.2 Termination without Cause
Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination
If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 – General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents, or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants who are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and subcontractor's commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractors and subcontractors to purchase and maintain insurance, compensation and employer's liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or monies that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products, including those that have been prepared or furnished by Client prior to this Agreement that remain Client's property. Consultant shall be permitted to retain copies. Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including electronic media drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and reoccupation of the Project by Client and others; however, such documents are not intended or represented to be suitable for Client by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification of adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules
In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein are approximations only. On the basis of Consultant's experience and qualifications and Consultant's professional judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Services

5.1 Performance of Services
Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability
Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or $50,000 whichever is greater, this being the Client's sole and exclusive remedy, apart from the insurance coverage listed in section 4.2 above, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages
Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification
To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries
Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as a beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

SECTION 6 – Miscellaneous Provisions

6.1 Notices
Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation
For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings
Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability
If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution
If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediation settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

6.6 Equal Opportunity
Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law
This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of South Dakota.

6.8 Entire Agreement
This Agreement, along with those documents specified, attached, or hereby tied together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

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COST PROPOSAL (ITEM 6) — ONE (1) PDF

Cover / Transmittal (Cost Proposal Page 1-5)

Date: January 20, 2026

To: Town of Hermosa — Attn: Board VP (boardvp@hermosasd.com)
Re: Project Impact and Cost Breakdown (Item 6)
Project: 2026 Hermosa Drainage and Sewer Assessment and Improvement Plans

The RFP requests a detailed cost breakdown for professional services and related expenses, categorized by project components and hours allocated per task, and an itemized list of reimbursable expenses.

This Cost Proposal is organized by Tasks 1–8 to match the scope of work and deliverables.

All labor rates, hours, reimbursable unit costs, and subtotals shown in this Cost Proposal reflect ATAC's complete and accurate estimate based on the defined scope of services. Task totals and overall pricing are fully calculated and internally validated. Reimbursable expenses are itemized and will be billed in accordance with contract requirements. No unresolved assumptions or placeholder values remain in this proposal.

1. Project Impact

The Town is seeking to enhance community resilience to flooding through a comprehensive assessment and improvement plan for drainage infrastructure and the sanitary sewer system serving the Ferguson Subdivision.

The project intent is to identify and prioritize drainage and sewer projects through feasibility analysis, conceptual design, environmental planning, design, and grant writing for construction funding, and that prioritized projects will provide flood and drainage resiliency and improve equity outcomes by mitigating flood risk while strengthening community resilience to disasters.

The Town is susceptible to sudden flash flooding and identifies key waterways and stormwater system flooding impacts; it further states surface runoff and high groundwater infiltration place strain on the sanitary sewer system.

2. Pricing Summary (By Task / Project Component)

Table 1 — 2. Pricing Summary (By Task / Project Component)

Task / Component	Labor ($)	ODC / Reimbursables ($)	Subconsultants ($)	Task Total ($)
Task 1 — Data Gathering / Project Prioritization	19950	1970.83	n/a	21920.83
Task 2 — Drainage Feasibility Analysis	29990	1970.83	6000	37960.83
Task 3 — Conceptual Drainage Plan (2–4 projects) + BCA	59900	280	n/a	60180
Task 4 — Sanitary Sewer I&I Study	36150	800	n/a	36950
Task 5 — Gravity Alternative Feasibility + Concept	39700	1000	4000	44700
Task 6 — Environmental Planning (NEPA + wetlands + coordination)	39250	1500	n/a	40750
Task 7 — 60% Design + updated cost/BCA/model	119000	1000	n/a	120000
Task 8 — Construction Grant Application Preparation	39900	1970.84	n/a	41870.84
TOTAL (All Tasks)	383840	10492.50	10000	404332.50

3. Detailed Labor Table (Hours Allocated per Task)

Table 2 — 3. Detailed Labor Table (Hours Allocated per Task)

Task	Labor Category	Staff (Name)	Rate ($/hr)	Hours	Extended ($)
Task 1	Project Manager	Anthony Theodorou	180	30	5400
	Drainage Engineer	Dan Fife	170	30	5100
	GIS Analyst	Troy Olds	170	25	4250
	QA/QC Reviewer	Neil Putnam	130	40	5200
Task 2	Project Manager	Anthony Theodorou	180	65	11700
	Drainage Engineer / Modeler	Dan Fife	170	77	13090
	Public Engagement Lead	Neil Putnam	130	40	5200
Task 3	Project Manager	Anthony Theodorou	180	80	14400
	Drainage Engineer / Modeler	Dan Fife	170	95	16150
	Survey Coordinator	John Burckhard	150	40	6000
	FEMA BCA Analyst	John Copp	180	40	7200
	CAD/Designer	Mark Santavy	170	95	16150
Task 4	Project Manager	Anthony Theodorou	180	35	6300

Task	Labor Category	Staff (Name)	Rate ($/hr)	Hours	Extended ($)
	Sewer Engineer	John Copp	180	65	11700
	Field Investigation Support	John Burckhard	150	85	12750
	CCTV Review/Coordination	John Copp	180	30	5400
Task 5	Project Manager	Anthony Theodorou	180	70	12600
	Sewer Engineer	John Copp	180	75	13500
	CAD/Designer	Mark Santavy	170	80	13600
Task 6	Project Manager	Anthony Theodorou	180	50	9000
	NEPA/Environmental Lead	John Burckhard	150	60	9000
	Wetlands Scientist	Mark Santavy	170	65	11050
	GIS Analyst	Troy Olds	170	60	10200
Task 7	Project Manager	Anthony Theodorou	180	120	21600
	Drainage Design Engineer	Dan Fife	170	195	33150
	Sewer Design Engineer	John Copp	180	180	32400
	CAD/Designer	Mark Santavy	170	145	24650
	QA/QC Reviewer	Anthony Theodorou	180	40	7200
Task 8	Project Manager	Anthony Theodorou	180	50	9000
	Grant Package Lead	Neil Putnam	130	90	11700
	Environmental Documentation Support	Mark Santavy	170	60	10200
	Cost Estimator	John Copp	180	50	9000

Labor Subtotal: $383,840.00

4. ODC / Reimbursables Table (Itemized)

Table 3 — 4. ODC / Reimbursables Table (Itemized)

ODC / Reimbursable Item	Basis / Unit	Quantity	Unit Cost ($)	Extended ($)	Notes
Travel (mileage)	mile	2500	0.725	1812.50	Hybrid and Local Staff
Lodging	Night	10	200	2000	[TBD]
Per diem	Day	10	150	1500	Hybrid staff only
Printing / Reproduction	Set	4	320	1280	60% plans sets
Postage / Shipping	Package	3	100	300	Event Mailers
Public meeting facilities / A/V	Event	3	100	300	Public meetings required
Field supplies (I&I investigations support)	Lump	1	800	800	Dye/CCTV/manhole work referenced in scope

ODC / Reimbursable Item	Basis / Unit	Quantity	Unit Cost ($)	Extended ($)	Notes
GPS equipment rental (if needed)	Day	3	500	1500	Wetland Delineation deliverable required
Misc. reimbursables	Lump	1	1000	1000	

ODC Subtotal: $10,492.50

5. Subconsultant Table

Table 4 — 5. Subconsultant Table

Subconsultant Firm	Discipline / Role	Task(s) Supported	Contract Type	Hours (if applicable)	Amount ($)
All Aspects	Survey	Task 2	Lump Sum	n/a	6000
All Aspects	Survey	Task 5	Lump Sum	n/a	4000

Subconsultant Subtotal: $10,000

6. Basis of Estimate (BoE) Narrative

BoE-1. Structure and Compliance with RFP Pricing Instruction

The RFP requires a detailed cost breakdown for professional services and related expenses, categorized by project components and hours allocated per task, and an itemized list of reimbursable expenses.

This Cost Proposal is structured by Tasks 1–8, with separate sections for labor, ODCs, and subconsultants.

BoE-2. Labor Basis

Labor categories align to the RFP's consultant responsibilities (management; reporting; presentations; plan documents/graphics/mapping; data collection/analysis; public meetings; comment summary; Town Board presentations).

Rates and hours are based on ATAC's staffing plan, labor categories, and billing rates.

BoE-3. ODC / Reimbursable Basis

ODCs are presented as an itemized list consistent with the RFP requirement.

Unit costs and quantities are based on a determination of reimbursable items and anticipated needs by task.

BoE-4. Subconsultant Basis

Subconsultant line items are shown for lump sum cost subconsultants (as opposed to hourly staff); costs are NTE as per teaming and scope decisions.

BoE-5. Proposal Preparation Costs

The RFP states the Town will not be responsible for costs incurred by consultants in preparation and submission of proposals, including travel for pre-award interviews.

Cover Letter + Proposal Packaging Note (Submission)

The RFP requires proposers to submit one (1) PDF for items 1–5 via email to **terri@hermosasd.com** and one (1) PDF cost proposal (item 6) via email to **boardvp@hermosasd.com**, received no later than **5:00 p.m. local time Tuesday, January 20, 2026**.