



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

### Recommended Motion:

### Reasons for Recommendation:

- This task order will complete the 60% detailed design required to advance the project on schedule in order to solicit bids for construction. This task order does NOT include design costs for the restoration work which is being handled via Wood River Land Trust. It is important to note that the bid package will include phased options based on progress of fundraising efforts.
- Superbloom Landscape Architects and Rio Engineering assisted the city in the three-phase development of the Warm Springs Preserve Master Plan based on significant public involvement.
- The city developed a partnership agreement with the Wood River Land Trust regarding design, construction and fundraising for the riparian restoration and floodplain improvements.

### Policy Analysis and Background (non-consent items only):

On April 14, 2022, the city officially acquired the Warm Springs Preserve via private donations. The public was informed early in the fundraising process that the city would complete a detailed master planning process to guide future improvements to the property. The city received \$1 million from the community donations to fund the implementation of the master plan.

During the RFP process, the city sought to engage a professional firm or collection of resources (team) to (1) create a long-term master plan for the Warm Springs Preserve, and (2) serve as architect of record in the development of construction drawings or bid documents to implement the master plan.

The master plan addresses the location of the following passive green space amenities:

- Pedestrian connection points to adjacent neighborhoods, River Run Lodge and Warm Springs Village
- Walking trails
- Public restroom/maintenance facility with a water bottle refill station
- Wayfinding signage
- Donor recognition elements
- History of the property/donor wall
- Picnic tables

- Benches

The plan also addresses the following improvement areas:

- Re-vegetation of portions of the property from water intensive grass to native grasses
- Warm Springs Creek habitat restoration and floodplain conveyance improvements
- Replacement of irrigation system and recommission intake/holding pond area

**Sustainability Impact:**

The master plan will address the following elements:

- New irrigation system to assist with water efficiency
- Revegetation of certain areas from water consumptive grasses to more native species
- Stream restoration to assist with water quality and wildlife habitat
- Flood conveyance improvements

**Financial Impact:**

None OR Adequate funds exist in account:	The proposed task order is for a not to exceed amount of \$89,616. The current balance of the Warm Springs Trust Account (donations) is \$942,050. Should the Council wish to preserve the balance for construction, adequate funds currently exists in an unspent contingency account to fund this task order.
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**Attachments:**

1. PO 23136/Task Order Seven scope of work
2. Project schedule



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23136**

<b>To:</b> 5810 STUDIO SUPERBLOOM, LLC 23 LINCOLN ST #200 DENVER CO 80203	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
08/31/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	TASK ORDER 7: MASTER PLANNING WARM 93-4900-5910	89,616.00	89,616.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		89,616.00

\_\_\_\_\_ Authorized Signature

# SUPERBLOOM

## TASK ORDER # 7

AUGUST 31, 2023

### Project

WARM SPRINGS PRESERVE | Ketchum, ID

### Client

City of Ketchum, Idaho ("The City"), PO Box 2315, Ketchum, ID 83340

### Project Phases

The project is divided into 6 phases of work, the first three of which have been completed under separate task order.

Phase 1 - Concept Design (completed)

Phase 2 - Engagement & Feedback (completed)

Phase 3 - Final Master Plan (30% Design) (completed)

**Phase 4 - 60% Design**

Phase 5 - Construction Documentation, Bidding & Negotiation (Not Included, future task order)

Phase 6 - Construction Administration (Not Included, future task order)

**The following scope of work and fees are for Phases 4 only.**

### Project Scope & Understanding

Superbloom has been working in conjunction with Rio ASE, the City of Ketchum ("The Client" or "The City"), and the Wood River Land Trust (WRLT) over the past year developing a Master Plan and 30% design for the Warm Springs Preserve in Ketchum, ID. The design includes extensive stream and floodplain restoration, irrigation improvements to the existing fairway, native planting enhancements for improved drought tolerance and amenities for passive recreational use.

The City of Ketchum and The Wood River Land Trust have requested Superbloom advance the design of the non-restoration elements first to a 60% Design level (i.e. permit-ready) to support permitting the project and advance the design sufficiently to accommodate a proposed summer 2024 construction date.

Superbloom (SPRB) will continue act as prime consultant and project lead of the design team during Phases 4. The following proposal is intended to clearly describe the scope elements provided by SPRB and those that will be provided by sub-consultants. As prime consultant, SPRB will coordinate all sub-consultants and collect and submit design packages and billing directly to the City of Ketchum.

The current proposal provides design services for the design development of the scope documented in the Final Master Plan by City Council on April 3, 2023. Following review of the 60% Design Documents and cost estimate, some value engineering (VE) and/or phasing options may be exercised to keep the project within the working construction budget. Design work will not begin until authorized by the City. Construction documentation is not included, but is intended to be provided in a future scope of work (Phase 5 - Construction Documentation).

In order to provide the full scope of services needed to complete the design documents, Superbloom will engage the services of the below subconsultant companies. Subconsultant proposals are included as attachments at the end of this proposal as reference.

1. **Architectural Design by Michael Doty of Ketchum, ID (Exhibit A)**
2. **Civil Engineering by Benchmark of Ketchum, ID (Exhibit B)**
3. **Structural Engineering by Morell Engineering of Ketchum, ID (Exhibit C)**
4. **Irrigation Design by Baer Design Group of Boise, ID (Exhibit D)**

Subconsultant services provided under separate task order include the following:

5. **Stream and Floodplain Design by Rio ASE of Boise, ID** (see Task Order #6, dated 7/7/23, for 60% Permit Documentation; Construction Documents to be under future Task Order)

The sub-consultant team will assist with design services and documentation and with facilitating submittals to regulatory agencies. Their scopes specific to this proposal are outlined below.

## **PHASE 4    60% DESIGN**

8-10 weeks

The Design Development package will include all necessary drawings to fully describe the landscape design, grading, planting, materials and construction methodologies for the purposes of a contractor providing initial pricing (to be executed by Owner). Superbloom and the consultant team will provide necessary documentation for permit submittals required at this stage.

### **SUPERBLOOM SCOPE**

#### **Tasks**

- Develop required technical documentation for design development, including Paving Plans, Layout Plans, Grading Plans, Planting Plans, Sections, Elevations, and Construction Details
- Coordinate drawings with full sub-consultant team
- Finalize materials palette for all landscape elements in coordination with Client
- Facilitate and review outline specifications
- Meet with team to review all submittals
- Provide information and coordinate with the Client, the Wood River Land Trust and other stakeholders as needed
- Cost Estimate updates
- Lead the design team in preparation of project materials required for regulatory submittals
- Support Client and/or Wood River Land Trust in submittal of deliverables to regulatory agencies, as needed.
- Support (1) round of value-engineering, if needed.

#### **Travel**

If needed for collaboration and coordination, up to (1) Trip may be provided upon request. Expenses to be billed per section "Reimbursable Expenses" below.

#### **Meetings**

- (5) Biweekly client meetings
- (5) Biweekly team coordination meetings

#### **Deliverables**

- 60% Design Documents (to be submitted by Client or WRLT)\*
  - (1) set to CITY OF KETCHUM (Floodplain Development Permit Application)
  - (1) set to FEDERAL REGULATORY AGENCIES (US Army Corps of Engineers, "USACE")

*\*For the purposes of this scope, it is assumed these deliverables will be part of the same drawing/report package, but certain elements/drawings may be excluded from the USACE submittal as needed.*

# **SUB-CONSULTANT SCOPE**

## **1. Architect / Michael Doty**

The Architect will be responsible for the design and consultant coordination of the restroom/storage facility per the master plan. Project understand of the first-floor level includes two (2) accessible unisex restrooms, a +/- 1000 SF storage room, and a covered outdoor gathering area.

### **Tasks**

- Assist team with seeking approvals from local governing jurisdictions, such as the City of Ketchum Planning and Zoning, Building, and Fire Departments.
- Find consultants, coordinate their work, and provide them with base sheets in a digital format from which to work
- Provide ongoing cost value engineering through the Design Development Phase

### **Meetings**

(5) Biweekly team coordination meetings

(1) Site Visit

Client meetings as needed (up to 4)

### **Deliverables**

60% Design Documents

## **2. Civil Engineer / Galena - Benchmark**

The Civil Engineer will prepare 60% civil engineering design plans. This includes design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans, coordination with Idaho Power for electrical service to the restroom building, coordination of culverts under new roadway, and preparation of civil sheets for City Design Review.

### **Tasks**

- Design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans
- Coordinate with Idaho Power for electrical service to the restroom building
- Coordinate culverts under new roadway
- Prepare civil sheets for City Design Review.

### **Meetings**

(5) Biweekly team coordination meetings

(1) Site Visit

Client meetings as needed (up to 4)

### **Deliverables**

60% Design Documents

## **3. Structural Engineer / Morell**

The Structural Engineer will provide calculations and design for the WSP Comfort Station, an approximately 1680 gross square foot storage structure and comfort station. Construction is to be conventional wood frame construction, with some structural steel and a conventional cast in place concrete foundation.

Engineering Services does not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.

### **Tasks**

- Size structural members for gravity loads and wind and seismic loading and detailing of structural system for WSP Comfort Station
- Structural drafting services include drafting of required structural plans and details.

### **Meetings**

Coordination meetings with Architect, as needed

### **Deliverables**

60% Design Documents

## **4. Irrigation Designer / Baer Design Group**

The Irrigation Designer's work during this phase is two-fold: 1) Site Study & Stakeholder Meeting, followed by 2) Irrigation Master Plan and Construction Cost Estimate.

### **Tasks**

- Coordinate & Conduct Site Walk.
- Collaborate various irrigation methods and materials to be implemented in the design with stakeholders.
- Provide an irrigation master plan for all temporary and permanent irrigation demands on the proposed Preserve
- Develop preliminary head layout with mainline and lateral routing and coverage plan showing full and effective coverage areas.
- Calculate water use report summarizing monthly/annual average water demands and required pump/delivery performance based on multiple water windows
- Develop preliminary construction cost estimate will be provided and presented to the Client for discussion and comment prior to initiating construction documents.

### **Meetings**

(1) Site Study & Stakeholder Meeting

### **Deliverables**

60% Design Documents

(Irrigation Master Plan & Construction Cost Estimate)

## **ASSUMPTIONS/ EXCLUSIONS**

1. A Mechanical/Electrical/Plumbing Engineer (MEP) is not currently included in the scope of Design Development Services, but can be provided if needed as an additional service. It is assumed that the Architect will seek fee proposals for an MEP Engineer for the project for the next phase of design (Phase 5 - Construction Documents).
2. Survey, Geotechnical, and native plant consulting services are not included. It is assumed the Client will contract separately for these services as needed.
3. Stream restoration design & engineering services are provided under separate agreement (See Task Order #6).
4. Structural Engineering Services do not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.
5. All submittals will be in digital format. All submittal hard copies including Mylars can be provided with written consent as described in reimbursables.
6. All landscape drawings to be completed in AutoCAD format; specifications will be completed in Microsoft Word.

## **ADDITIONAL TASK ORDERS/ SERVICES**

The following services can be provided upon written request at the standard hourly rates or an agreed upon fixed fee in addition to the base design fee:

1. Construction Document, Bidding & Negotiation and Construction Phase services (see reference description herein, Phases 5-6) are not included in this proposal, but can be provided as a separate task order upon request.
2. Maintenance Guide: If desired, Superbloom can work with North Fork Natives to prepare an ongoing maintenance guide for the Preserve.

# Task Order #7 Design Fees

Hourly Fees,  
Not-to-Exceed

**PHASE 4  
Design Development (60% Permit)**

SRPB Design Fees & Travel	\$52,696
Sub-Consultant Fees	\$36,920

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<b>Total Fee (Task Order #7)</b>	<b>\$89,616</b>	<b>including</b>
	<b>hourly, NTE*</b>	<b>expenses**</b>

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This exhibit is attached to and made a part of the Client's master agreement dated June 15, 2022 between the Client and Superbloom for the purposes of providing professional landscape services. Additional services or hours beyond above noted hours will be billed at the following rates only with prior approval from Client:

**Standard Billing Rates, 2023**

Team billing rates below, provided for reference only. Rates subject to change annually. Superbloom will notify Client of updates 30 days prior to change.

**Superbloom**

Principal/Landscape Architect	\$200.00/hr
Director	
Senior Associate	\$150.00/hr
Associate	\$135.00/hr
Senior Project Leader	\$125.00/hr
Project Leader	\$115.00/hr
Designer	\$100.00/hr
Intern	\$75.00/hr

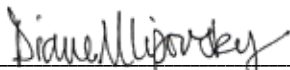
**Reimbursable Expenses**

Reimbursable expenses included in above fees include travel. Travel will be billed at the standard IRS rates in the year of travel. Standard office printing (small format) is also included in design fees.

The following costs, if approved in writing by the Client, shall be reimbursed at cost + 10% and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specification manuals, reports and visual images; large format printing; xerography and photographic reproduction of drawings and other documents furnished or prepared for submittal to approving agencies for review.
- B. Printing and Mounting.
- C. Submittal and Application Fees
- D. Shipping Fees

IN WITNESS WHEREOF, the Parties have executed this Agreement.

By:  8/31/23  
Stacy Passmore or Diane Lipovsky, Principal

By: \_\_\_\_\_  
(signature) (date)

Studio Superbloom, LLC

Printed Name/Title: \_\_\_\_\_

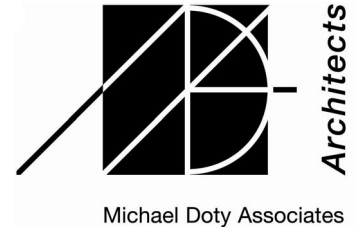
By signing, Client acknowledges that they have read and understand this proposal, any additional scope of work and material selections and all documents referenced therein, along with the terms and conditions attached hereto. Client agrees that upon signature this Proposal becomes the sole contract between Client and Superbloom. By signing, Client confirms that it is the owner or duly authorized representative of the owner, of the property where work is to be performed and has full, binding, legal authority to enter into this Agreement.

**SUPERBLOOM**

23 Lincoln Street, #200 Denver, CO 80203  
720.440.2668 | superbloom.net



## EXHIBIT A - ARCHITECTURE PROPOSAL



29 August 2023

■ **Stacy Passmore & Diane Lipovsky**

Superbloom Landscape Architecture & Planning  
23 Lincoln Street  
Suite 200  
Denver, Colorado 80203

Sent via email

**Re: Warm Springs Preserve Welcome Building Architecture, Ketchum, Idaho**

Dear Stacy and Diane:

We greatly appreciate the opportunity to provide you with this proposal and look forward to the prospect of working together.

We have prepared this Proposal for an Agreement with Superbloom based upon MDA's understanding of the project at this time. Upon entering into an Agreement, our scope of work for Basic Services will be providing Design Development, Construction Documentation, and Construction Phase services based upon approved schematic design drawings provided by Superbloom for a single-story welcome / storage building containing approximately one hundred seventy six square feet of restroom area and approximately one-thousand square feet of storage area to be located on the City of Ketchum's Warm Springs Preserve property, Warm Springs Ranch Resort PUD, Block 6, Ketchum, Idaho.

As outlined in our discussions of project program and the review of approved schematic design drawings including 3D massing renderings, a site plan, a floor plan, and exterior elevations as provided by Superbloom, MDA understands that the extend of the first-floor level is to include: two (2) accessible unisex restrooms, a large storage room, and a covered outdoor gathering area.



Post Office Box 2792  
371 Washington  
Avenue North  
Ketchum, ID 83340  
Tel. 208.726.4228  
[www.mda-arc.com](http://www.mda-arc.com)

We will assist your team to seek approvals from local governing jurisdictions, such as the City of Ketchum Planning and Zoning, Building, and Fire Departments. We will help you find consultants, coordinate their work, and provide them with base sheets in a digital format from which to work. In conjunction with the design team, we will provide ongoing cost value engineering through the Design Development Phase.

The cost of third-party consultants, including without limitation, Geotechnical, Civil, Structural, Mechanical, and Electrical Engineering, Lighting Design, Building Envelope, Interior Design, Green Building Certification, Acoustic, Fire Suppression, Security, Audio / Visual, Network, Legal and/or other specialized consultant services, as may be required, have not been included in this proposal. If requested, photo-realistic 3D presentation graphics, LEED certification submittal coordination, and extensive field observation will be provided as an additional service. Should the need for these services arise, their scope and cost will be undertaken only after your request and approval.

We estimate our not-to-exceed Basic Services fee will break down as follows:

<b>■Basic Services</b>	<b>Fee</b>
<b>Project Administration</b>	<b>\$2,160.00</b>
<b>Project / Site Planning</b>	<b>\$0.00</b>
<b>Schematic Design Phase</b>	<b>\$864.00</b>
<b>Design Review Phase</b>	<b>\$5,184.00</b>
<b>Design Development Phase</b>	<b>\$6,912.00</b>
Construction Document Phase	\$19,440.00 (future approval)
Construction Phase (future approval)	\$8,840.00 (future approval)
<hr/> Proposed Basic Service Not to Exceed Fee	<hr/> \$34,560.00

Billings for Basic Services, described above, and Reimbursable Expenses, described below, will be provided monthly. Payments in full are due upon your receipt of our invoice. Amounts unpaid

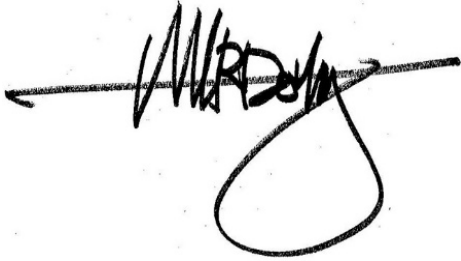
**Stacy Passmore & Diane Lipovsky**

Superbloom  
29 August 2023  
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thirty (30) days from the invoice date are considered past due and are subject to an interest charge of one percent (1%) per month and will be subject to immediate work stoppage at our sole election. Reimbursable expenses for which you will be billed, and which are not included in Basic Services, shall include but not be limited to: check plots, plots and/or digital prints, scanning record drawings, presentation materials, photocopies and other reproductions, postage, overnight express shipping, travel, and other miscellaneous charges as may arise and are agreed to.

We again look forward to becoming an integral member of your project team and wish to express our commitment to you and the project.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Doty", written over a horizontal line. The signature is stylized and includes a large loop at the bottom.

**Michael Doty, AIA, LEED AP**  
*principal*

# EXHIBIT B- CIVIL ENGINEERING PROPOSAL

## GALENA-BENCHMARK ENGINEERING PROFESSIONAL SERVICES AGREEMENT

Project Number: 23059

Project Manager: PLJ

### PARTIES

This Agreement is made this **April 21, 2023**, between:

Stacy Passmore  
Superbloom  
[stacy@superbloom.net](mailto:stacy@superbloom.net)  
Phone: 214-288-1517

Galena-Benchmark Engineering  
PO Box 733  
Ketchum, Idaho 83340  
Phone: 726-9512  
FAX: 726-9514

Hereinafter called "Client"

Hereinafter called "Consultant"

### SUBJECT PROPERTY(S)

Client engages Consultant to provide professional services in connection with Warm Springs Ranch Resort Blocks 2 and 6 commonly known as Warm Springs Preserve , Ketchum, Idaho.

### SCOPE OF SERVICES

Consultant agrees to perform services as follows:

#### TASK 1: 60% CIVIL ENGINEERING PRELIMINARY DESIGN

Benchmark will prepare 60% civil engineering design plans. This includes design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans, coordination with Idaho Power for electrical service to the restroom building, coordination of culverts under new roadway, and preparation of civil sheets for City Design Review.

#### DELIVERABLES

- 60% Civil Sheets for City Design Review submittal package.

Estimate: \$7,500 - \$12,000

#### TASK 2 CIVIL ENGINEERING FINAL DESIGN/CONSTRUCTION PLANS

Consultant will prepare construction plans including the following:

- Final grading and drainage plans & details for the access drive, parking lot and building site.
- Civil Utility Plans and Details for sewer service and water service connections to the building including boring under Warm Springs Creek.
- Drywell Calculations
- Pavement markings and signage.

#### DELIVERABLES

**Civil Construction Plans including the following plans stamped by an Idaho Professional Engineer:**

- Building site Grading and Drainage Plan
- Parking Lot Grading and Drainage Plan
- Roadway Plan, Profile, & Section; Drainage Plan
- Utility Plan
- Utility Details
- Road and Drainage Details

Estimate: \$5,000 - \$7,000

**MEETING ATTENDANCE/OUT OF SCOPE WORK**

Predicting the number of meetings and time commitments required to move this type of application through the approval process varies from project to project. Therefore, in the best interest of our clients, we have not included any meetings beyond those identified in the scope of work. If additional meetings or out of scope work is necessary, it will be billed on a time and materials basis. Meetings will be attended by representatives of Galena-Benchmark engineering upon prior written or electronic approval given by you or a designated representative.

**FEE**

Client agrees to compensate Consultant for all services on a *time and materials basis*. Based on the scope of services above our estimated fee is **\$12,500 - \$19,000** . Deviations from, changes to or items added to the scope above will impact our estimated fee. Estimate **does not** include application fees or other reimbursable expenses.

Client and Consultant acknowledge that each has read and agrees to the General Conditions printed on pages 3 and 4 of this document which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant regardless of whether such services are included in the Scope of Services above.

Client: \_\_\_\_\_

Consultant: GALENA-BENCHMARK ENGINEERING

By: \_\_\_\_\_

By: David Pattee \_\_\_\_\_

Title: \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date: \_\_\_\_\_

Date: 04/21/23 \_\_\_\_\_

### NOTICE OF ENTRY

When the Scope of Services above include field survey work and our survey crews will be required to enter or encroach upon adjoining properties, Consultant is required by Idaho Code 54-1230 to notify the land owner or occupant. Said notice *“shall give the professional land surveyor’s name, address, telephone number, purpose, availability of the survey, and the presence of any temporary or permanent monuments or other markers to be established by the surveyor and left on the land.”* Client acknowledges and permits Consultant to proceed with noticing when required by law.

### GENERAL CONDITIONS

1. Consultant shall invoice Client each month for the services performed under the Agreement. Client shall pay such invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5 percent per month. The invoice amounts shall be presumed to be correct unless Client notifies Consultant otherwise in writing within fourteen (14) days of receipt of the invoice.
2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by Client and may terminate this Agreement or pursue other available remedies.
3. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, expressed or implied, is made or intended by the Agreement.
4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.
5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of Client for the Project specified. No other use is authorized. Client will not distribute or convey Consultant’s reports or recommendations to any person or organization other than those identified in the Project description without Consultant’s written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.
6. Consultant’s reports, maps, field data, drawings, test results and other similar documents are instruments of professional service, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client’s use of the services provided under this Agreement other than as described in paragraph 5.
7. Client will make available to Consultant all information known to Client regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client will transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client. Client agrees to defend, indemnify, protect and hold harmless consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such inaccurate information.
8. Client shall secure the permission necessary to allow Consultant’s personnel and equipment access to the Project site at no cost to Consultant.
9. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under direct control of Consultant, nor is Consultant responsible for any third party or Client acts or omissions or for any damages resulting therefrom.
10. Neither Client nor any other person may change or modify Consultant’s work product without Consultant’s written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.
11. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the negligence or willful misconduct of Consultant.
12. Client agrees to limit Consultant’s liability due to professional negligence and to any liability arising out



of or relating to the Agreement to fifty thousand dollars (\$50,000). This limit applies to all services on this Project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties.

13. Consultant is protected by Workers' Compensation Insurance, Employers' Liability Insurance, General Liability Insurance and Automobile Liability insurance for bodily injury and property damage and will furnish evidence thereof upon request. Consultant assumes the risk of damage to its own supplies and equipment.
14. Client shall be responsible for job site safety.
15. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and other parties of the existence of any hazardous or dangerous materials known by client to exist on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies or parties.
16. Business Hours are 8am to 5pm Monday through Friday. Regular survey hours are 7am to 5pm Monday through Friday. All work requested (performed) after these hours may be billed at time and a half (1.5x) hourly rate. Saturdays may be billed at time and a half (1.5x) hourly rate, Sundays may be billed at double the hourly rate (2x).
17. In the event Consultant's work is interrupted due to delay, other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.
18. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under paragraph 21 in this Agreement.
19. This Agreement may be terminated by either party upon ten (10) days written notice. In the event of a termination, Client shall pay for all reasonable charges for work performed by Consultant. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
20. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.
21. This Agreement, including attachment incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
23. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.
24. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement, or any section thereof was drafted by said party.
25. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
26. Due to the changing nature of property, Consultant and the Client agree that after two years the drawings and maps shall be void and no further copies or digital files will be transmitted.
27. In the event the professional services provided by Benchmark result in litigation involving the subject property, the Client agrees that this contact will be reinstated and become effective in the event Benchmark personnel are compelled to provide testimony in court, in depositions related to said litigation. Client further agrees to pay the Consultant the current hourly rate for the personnel compelled to provide testimony or professional expertise.

\_\_\_\_\_ Initial By Client

DP Initial By Consultant

May 19, 2023

Stacy Passmore  
[stacy@superbloom.net](mailto:stacy@superbloom.net)  
Superbloom  
23 Lincoln Street, Suite 200  
Denver, Colorado 80203

**WSP Comfort Station - Agreement / Proposal for Structural Engineering Services**

**1. Parties to this Agreement**

- Superbloom – Landscape Architecture hereinafter referred to as Client
- Morell Engineering, P.C.

**2. Project Information**

WSP Comfort Station, Warm Springs Preserve, Ketchum, Idaho. An approximately 1680 gross square foot storage structure and comfort station, construction is to be conventional wood frame construction, with some structural steel and a conventional cast in place concrete foundation.

**3. Scope of Services**

Engineering Services include: sizing of structural members for gravity loads and wind and seismic loading and detailing of structural system. Engineering Services does not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Plans are to be drawn using electronic files provided by the architect. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.

**4. Structural Engineering and Structural Drafting Fees**

Approximate Fees to Permit Submittal ..... \$5,200.00 to \$7,500.00  
 Approximate fees during construction as needed on an hourly basis ... \$600.00 to \$2,400.00  
 Hourly Rates: Principal Engineer \$150.00 per hour                      CAD Draftsman \$100.00 per hour.  
 All revisions, site visits and field/construction time to be performed as additional services on an hourly basis as needed at current billing rates.

**5. Billing**

Billing will be submitted monthly on an hourly basis with payment due 14 days from invoice date.

**6. Limit of Liability**

In recognition of the relative risks and benefits of the project to the Client and Morell Engineering, P.C., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Morell Engineering, P.C. to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Morell Engineering, P.C. and his or her subconsultants to all those named shall not exceed the amount of \$50,000.00. The client agrees to indemnify and hold harmless Morell Engineering, P.C. from any and all claims originating from soil conditions, fire damage, forces above Building Department requirements, water damage or ice damage.



**7. Changes and Scheduling**

Scheduling and an approximate completion date are to be agreed upon prior to starting engineering. This proposal and schedules assumes that once work commences no changes occur in the buildings structural systems. Changes can void the agreed to schedule. Structural changes, which incur additional engineering, will be billed at our current billing rates. In the event of major structural changes the job will be re-proposed based on the changes. This proposal assumes that responses from Architect for requested information will be prompt, delays may affect schedule.

**8. Acceptance**

This agreement is entered into on the latest date appearing below between Client and Morell Engineering, P.C. . Morell Engineering, P.C. reserves the right to rescind this proposal until start of engineering upon review of office workload and scheduling. Please sign and return when accepted.



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Matt P. Morell P.E., Morell Engineering, P.C. 5/19/23  
Date

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Client Representative Date Print Name



Diane Lipovsky, PLA  
Superbloom  
23 Lincoln St. | Ste. 200  
Denver, CO 80203

**RE: Proposal for Irrigation Design & Consulting Services at Warm Springs Preserve | Ketchum, ID**

Ms. Lipovsky,

We are excited at the opportunity to provide you (**Client**) a proposal on this project. **Baer Design Group (BDG)** is proposing to provide professional irrigation design and consulting services for your proposed Warm Springs Preserve (WSP) restoration project in Ketchum, Idaho. The general scope of work includes coordinating and collaborating with all vested parties for a new irrigation pump station, temporary irrigation in wetland/native landscapes and permanent irrigation in manicured areas of the Preserve, estimated at approximately 30 total acres of irrigable land. The fees for each item are per the defined scope of work identified on the following pages of this proposal. Work listed herein includes planning/coordination, master planning, bid/construction documentation and, bid assistance.

Why partner with BDG:

- Location** - We are located in Boise, Idaho. Your project is easily accessible to our firm, allowing for rapid response time.
- Experience** - We have been professionally designing large irrigation systems in the northwest for over 20 years. We understand the soils, climactic factors and process that impact design and installation, operation, and maintenance of large technical irrigation systems.
- Team Player** - BDG is flexible to satisfy the demands of all parties involved in the project. We provide technical, functional, creative solutions and services that are feasible for vested parties.

- Large Complex Designs** – We have designed multiple irrigation systems with compatibility across entire municipalities with the goal of single point management and standardization of materials for ease of long term maintenance.
- Recommendations** - Our firm comes highly recommended by multiple clients.
- Award Winning Designs** – BDG has been awarded the highest level of achievement – Excellence in Irrigation Honor Award by the Irrigation Association. We provide you the tools to easily operate an efficient and highly capable irrigation system.

We greatly appreciate your interest in our services. We do not take this opportunity to work with you lightly and are fully committed to you, your project, the schedules and demands required for successful completion of your irrigation renovation project. The attached proposal is based on our web conference discussing project requirements, goals and schedules. Please let me know if we can modify our scope or approach to your project differently to better service you and this project. Please contact me should you have any questions.

Respectfully,

Greg Baer, PIC, PLA, CGIA  
Principal Irrigation Consultant





	No.	Task Item	Fees	Term	
Phase 1	1	Site Study & Stakeholder Meeting <i>(One Site Visit)</i>	\$ 1,900	Fixed Fee	\$6,800
	2	Irrigation Master Plan and Construction Cost Estimate	\$ 4,900	Fixed Fee	
Phase 2	3	Construction Documents and Specifications	\$ 6,900	Fixed Fee	future scope
	4	Bidding Assistance <i>(One Site Visit)</i>	\$ 1,500	Fixed Fee	
	9	Estimated Reimbursable Expenses (Cost +10%)	\$ 500/Trip	Budget	

### 1. Site Study & Stakeholder Meeting

**BDG** will walk the site with the design team and stakeholder to better understand and visualize project demands and to conceptualize the design approach with stakeholders. Following the site study, BDG will collaborate various irrigation methods and materials to be implemented in the design with stakeholders.

### 2. Irrigation Master Plan and Construction Cost Estimate

**BDG** will provide an irrigation master plan for all temporary and permanent irrigation demands on the proposed Preserve.

Plans prepared in this phase will include a preliminary head layout with mainline and lateral routing and coverage plan showing full and effective coverage areas. **BDG** will provide a calculated water use report summarizing monthly/annual average water demands and required pump/delivery performance based on multiple water windows. A preliminary construction cost estimate will be provided and presented to the **Client** for discussion and comment prior to initiating construction documents.

### 3. Construction Documentation and Specifications

**BDG** will provide construction documents and specifications for the proposed irrigation systems and pumping station. Construction documentation shall include a plan set with a mechanical plan, electrical plan, station detail plan, notes, details, and specifications. Technical specifications with bidding requirements, material specifications and installation requirements will accompany the plan set. These documents shall be used to obtain competitive material and construction bids for the project.

### 4. Bidding Assistance

Once the final bid and construction package is finalized **BDG** will assist **Client** in bidding the project. Bidding services shall include answering all questions related to the irrigation drawings and products specified on the project, reviewing all bids and providing recommendation on awarding the project.

### Additional Services

When specifically requested, work not described above shall be performed as additional services. This work may include, but is not limited to:

- A. Design revisions requested by **Client** following **Client** approval of Construction Documents. If design revisions are requested, **BDG** will perform the additional services after receiving written authorization.
- B. Providing any other services not specifically included in this proposal.



**Reimbursable Expenses**

Incidental reimbursable expenses are included in the project fees. The following costs shall be reimbursed at cost + 10% and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specification manuals, reports and visual images; xerography and photographic reproduction of drawings and other documents furnished or prepared for submittal to approving agencies for review.
- B. Printing and Mounting.
- C. Submittal and Application Fees
- D. Travel Expenses such as airfare, rental car, mileage, room and board, meals directly associated to this project. Excludes localized travel expenses.
- E. Shipping Fees.

Ms. Lipovsky,

We are excited to be considered for this project and are looking forward to a productive working relationship with you and your team. We are confident in our abilities to provide you with the high quality, functional, and aesthetically pleasing design that you require.

Services rendered above are billed monthly as a percentage of work is completed per task. Should any portion of this work be canceled, **BDG** will not invoice for any services not yet provided. **BDG** is available to review scope of work, redefine tasks and negotiate the contract as necessary to complete the project in its entirety.

If this proposal meets your approval, please sign and return one copy for our files. A signed proposal will serve as a notice to proceed.

The **Clients'** signature below will be considered an authorization to proceed with the work contracted through **Baer Design Group, LLC** and acceptance of the Terms and Conditions outlined herein.

Sincerely,

A handwritten signature in black ink that reads "Greg Baer".

APPROVED BY:

Name (Printed): \_\_\_\_\_ Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

