



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

Recommendation to approve Task Order #9 with Superbloom Landscape Architects for Professional Services related to the Warm Springs Preserve Master Plan

**Reasons for Recommendation:**

- With the completion of 60% design, the project moves to the final design phase including construction documentation, bidding and negotiations
- Task Order #9 consist of Suplerbloom’s services for these final stages of their planned scope
- This Task Order also contains Rio’s services, as a subcontractor to Superbloom, for their final design stages of the floodplain and restoration work. All of which is fully reimbursed from the City’s agreement with the Wood River Land Trust
- After this task order, staff plans take on the management of the project after bid award with construction slated to begin in the spring of 2025 if approved by council.

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

**Sustainability Impact:**

All aspects of Warm Springs Preserve aim to maximize the sustainability of the preserves amenities while maintaining the community’s valuable resource of an outdoor sanctuary.

**Financial Impact:**

None OR Adequate funds exist in account:	Adequate funds exist in the Warm Springs Trust Account to cover the estimated City portion of \$71,327, with the remaining balance of \$154,589 being fully reimbursable from WRLT. Total TO authorization of \$225,916
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**Attachments:**

1. Task Order #9
2. TO 9 Subconsultants Exhibit
3. WSP Updated Phasing Schedule
4. PO 24087

# SUPERBLOOM

## TASK ORDER # 9

January 31, 2024, Revised February 6, 2024

### 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 (completed)

**Phase 5 - Construction Documentation, Bidding & Negotiation**

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

**The following scope of work and fees are for Phases 5 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 finalized the 60% Design level and permit documents, and Phase 5 will include construction documents and bidding and negotiation assistance 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 5. 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)
5. Mechanical, Electrical and Plumbing by Engineering Systems Solution (Exhibit E)
6. Re-vegetation Consulting by Intermountain Aquatics (Exhibit F)

Subconsultant services provided under separate task order include the following:

5. **Stream and Floodplain Design by Rio ASE of Boise, ID** (see Task Order #10, dated 1/15/24, for 100% Permit Documentation; Construction Documents)

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 5     100% DESIGN CONSTRUCTION DOCUMENTS**

8-10 weeks

The Construction Document 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), finalize building permits and technical documents for construction.

### **SUPERBLOOM SCOPE**

#### **Tasks**

- 90% Construction Documents for Bidding: Develop required technical documentation for design development, including Paving Plans, Layout Plans, Grading Plans, Planting Plans, Sections, Elevations, Construction Details and specifications to the 90% level for the contractor RFP and bidding process.
- The 90% CDs will be used for bidding and building permits.
- Coordinate drawings with full sub-consultant team
- Meet with team to review all submittals
- Provide information and coordinate with the Client, the Wood River Land Trust and other stakeholders as needed
- 1 cost estimate update
- Review contractor RFP and assist with selection of contractors, if requested
- Bidding: respond to questions and participate in up to 2 contractor interviews, if requested
- Support (1) round of value-engineering design change, if needed after contractor is selected
- 100% IFC Documents

#### **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**

- 90% Design Documents (to be submitted by Client or WRLT)\*
  - (1) set to CITY OF KETCHUM (Building Permit Application)
  - (1) set Area A - Building/Parking to CITY OF KETCHUM (Bid Set for Contractor RFP)
  - (1) set Area B - Floodplain to CITY OF KETCHUM (Bid Set for Contractor RFP)
- 100% Issued for Construction Documents (to be submitted by Client or WRLT)\*
  - (1) set Area A to CITY OF KETCHUM (100% IFC)
  - (1) set Area B to CITY OF KETCHUM (100% IFC)

*\*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

- 90% and 100% Construction documents.
- Provide cost value engineering through the phase

### Meetings

(5) Biweekly team coordination meetings  
(1) Site Visit  
Client meetings as needed (up to 4)

### Deliverables

90% Bid/Permit Documents  
100% Construction Documents

## 2. Civil Engineer / Galena - Benchmark

The Civil Engineer will prepare 100% 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

90% Bid/Permit Documents & 100% Construction 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

90% Bid/Permit Documents & 100% Construction Documents

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

The Irrigation Designer's work during this phase is to create permit, bid ready and final construction documents.

### **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 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 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**

90% Bid/Permit Documents

100% Construction Documents

## **5. Mechanical Engineer / Engineering System Solutions**

The Mechanical, Electrical and Plumbing engineers work during this phase is 100% design documents for the 1,000 sf building including: 1) Mechanical systems 2) Electrical Systems, 3) Plumbing Systems, 4) Energy Code Compliance

### **Tasks**

- Attend two design meetings
- 90% and 100% Design Documents for:
  - Mechanical: Heating: Electric heaters, Exhaust: Code required exhaust of toilet rooms, etc.
  - Electrical: Main electrical service and distribution to building. Lighting: Building lighting. Power: General power distribution and electrical device layout for receptacles. Coordination between solar photovoltaic (PV) systems and electrical systems (as required). All solar photovoltaic (PV) systems to be designed by others. Site lighting.
  - Plumbing: Plumbing fixture specification, domestic cold water, domestic hot water, sanitary sewer, vent. Plumbing systems will extend to five feet outside of building. Site information such as sewer, storm drain, grease interceptor, and domestic cold-water locations and inverts will be provided by others.
  - Coordination between solar thermal systems and domestic hot water systems (as required). All solar thermal systems to be designed by others.
- Energy Code Compliance: HVAC, electrical, and plumbing COMCheck energy code compliance documentation. Envelope portion of COMCheck not included in scope of work.

### **Deliverables**

90% Bid/Permit Documents

100% Construction Documents

## **6. Revegetation Consultant / Intermountain Aquatics**

The Mechanical, Electrical and Plumbing engineers work during this phase is 100% design documents for the 1,000 sf building including: 1) Mechanical systems 2) Electrical Systems, 3) Plumbing Systems, 4) Energy Code Compliance

### **Tasks**

- 90% and 100% Design Documents for seed mix and plant specifications, soil handling, site preparation and weed management
- Equipment specifications for revegetation
- irrigation recommendations
- Cost estimate for target area
- Implementation and maintenance schedule

### **Deliverables**

90% Bid/Permit Documents  
100% Construction Documents

## **ASSUMPTIONS/ EXCLUSIONS**

1. Survey and Geotechnical consulting services are not included. It is assumed the Client will contract separately for these services as needed.
2. Stream restoration design & engineering services are provided under separate agreement (See Task Order #6).
3. 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.
4. All submittals will be in digital format. All submittal hard copies including Mylars can be provided with written consent as described in reimbursables.
5. 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 Phase Services (see reference description herein, Phases 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 #9 Design Fees

Hourly Fees,  
Not-to-Exceed

**PHASE 5  
Construction Documents and Bidding  
(100% Design)**

SRPB Design Fees	\$ 70,000
Sub-Consultant Fees	\$ 69,054
Expenses:	
SPRBLM Travel for 2 staff for Verification Site Visit (March)	\$ 2,400
SPRBLM Travel for 1 staff for Pre-bid Meeting/Site Walk (April)	\$ 1,200

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<b>Total Fee (Task Order #9)</b>	<b>\$142,654</b>	<b>including 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, 2024**

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	\$225.00/hr
Director	
Senior Associate	\$175.00/hr
Associate	\$150.00/hr
Senior Project Leader	\$135.00/hr
Project Leader	\$125.00/hr
Designer	\$110.00/hr
Intern	\$85.00/hr

**Reimbursable Expenses**

Reimbursable expenses included in above fees include standard office printing.

Any requested site visits and travel will be billed at cost or based on the standard IRS rates in the year of travel.

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:  01/31/24  
Stacy Passmore or Diane Lipovsky, Principal

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

Studio Superbloom, LLC

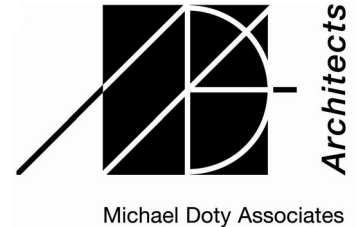
Printed Name/Title: \_\_\_\_\_

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**

750 Pennsylvania St. 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

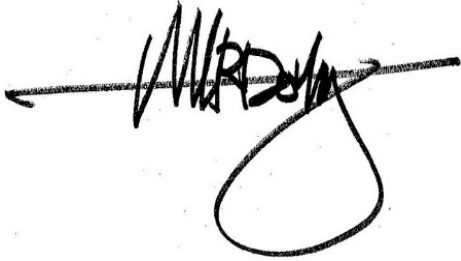
**Stacy Passmore & Diane Lipovsky**

Superbloom  
29 August 2023  
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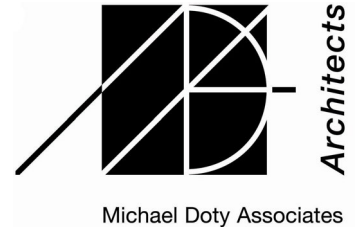
thirty (30) days from the invoice date are considered past due and are subject to an interest charge of one percent (1%) per month and will be subject to immediate work stoppage at our sole election. Reimbursable expenses for which you will be billed, and which are not included in Basic Services, shall 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*



6 February 2024

■ **Stacy Passmore, Principal / Co-Founder**  
**Studio Superbloom, LLC**  
750 N Pennsylvania Street  
Denver, Colorado 80203

**Re: Warm Springs Preserve Comfort Building, - Proposal for Additional Services No. 1**

Dear Stacy:

We greatly appreciate the opportunity to provide you with this proposal for Additional Services. We have prepared this proposal for your agreement for Additional Services based upon our understanding of your request for us to provide services beyond that contemplated in our Consultant Agreement dated 03 November 2023 (the Agreement). You have requested an addition to our scope of work for Basic Services under our Agreement. Under that Agreement any request for Additional Services must be in writing, signed by you and us. As a result, if you sign this letter, it will serve as your request and amend our agreement to provide Additional Services beyond the Basic Services set out in the Agreement, and as set out in this letter. The following services will be provided as Additional Services.

The proposed Additional Services breakdown is as follows:

- Modifications to the building footprint, siting, and design in response to City of Ketchum comments regarding the location of an existing and previously unknown to MDA property line in conflict with the initial siting of the building. The scope of work will include, but may not be limited to site plan, floor plan, and exterior elevation modifications, coordination of building siting and grading, with Superbloom, and associated updates to the design review submittal drawing set.

Pursuant to Article 2, Section 2.4 of the Agreement, the above-listed services will be provided as Additional Services and billed as a fixed compensation amount of four thousand seven hundred ninety-three dollars and seventy-five cents (\$4,793.75) under Exhibit B of the Phase 4 60% Design scope of work. Except for the Additional Services set out above and Basic Services under the Agreement, we will not be providing any other Additional Services under Article 2 of the Agreement without another agreement for Additional Services. Please feel free to request other Additional Services as recommended or needs arise.

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

**Stacy Passmore, Principal / Co-Founder**

**Studio Superbloom, LLC**

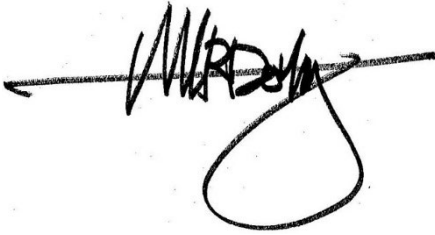
6 February 2024

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All other terms and conditions are set forth in the Agreement, which we will continue to observe in all respects, in addition to the agreement for Additional Services outlined in this letter. We appreciate your request for and the opportunity to provide you with these Additional Services.

We look forward to continuing work with you under the Agreement. I wish to express our continued commitment to you and the project.

Sincerely,

A handwritten signature in black ink, appearing to read "M. R. Doty", written over a horizontal line.

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

READ, ACKNOWLEDGED, APPROVED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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**Stacy Passmore, Principal / Co-Founder**

# 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.



5/19/23

\_\_\_\_\_  
Matt P. Morell P.E., Morell Engineering, P.C.

\_\_\_\_\_  
Date

\_\_\_\_\_  
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
	2	Irrigation Master Plan and Construction Cost Estimate	\$ 4,900	Fixed Fee
Phase 2	3	Construction Documents and Specifications	\$ 6,900	Fixed Fee
	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: \_\_\_\_\_



**Sacramento**  
(916) 780-2030

**Las Vegas**  
(702) 616-3107

**Idaho Falls**  
(208) 552-9874

## PROJECT SPECIFIC TASK ORDER MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING

Superbloom, (Client), hereby authorizes Engineering System Solutions, ES<sup>2</sup>, a Limited Liability Company, to provide the scope of services set forth below. All services herein are subject to the Terms and Conditions as set forth below and in the ES2 Master Agreement dated 09/2023.

### 1. CLIENT INFORMATION:

*Representative:* Stacy Passmore  
*Email:* stacy@superbloom.net

### 2. PROJECT INFORMATION:

*Project Name:* Warm Springs Dog Park Comfort Building  
*Location:* Ketchum, ID

### 3. PROJECT DESCRIPTION:

- 3.1. The project consists of a one-story comfort building of approximately 1,600 square feet.
- 3.2. Project description and scope as provided in 8.24.2023 email received from Michael Doty.

### 4. CONSULTING SERVICES:

- 4.1. A/E Team Meeting Attendance: Attend up to two design-phase meetings (via teleconference). If the client anticipates more or less meetings, please communicate that with ES2 prior to contract execution.
- 4.2. OAC Meeting Attendance: None. Should the owner, architect, or contractor desire that ES2 be present (via teleconference) at more than the designated number of OAC meetings indicated, said meeting attendance will be covered by a separate T&M agreement prior to the commencement of building construction.
- 4.3. Site Visits: None
- 4.4. Site visits, if requested, will be billed time and expenses per the hourly rates listed in the terms and conditions of this agreement.
- 4.5. STANDARD BIM services. We anticipate that the design team will upload and consume model versions from the BIM360 Document Management module for proper coordination.
- 4.6. Construction Administration (CA):
  - 4.6.1. Construction administration services will be billed as time and material.

### 5. CONSULTANT'S FEE:

- 5.1. Our design fee was established assuming standard construction practices, materials, and systems. Any design work outside of this will require a new scope of work.
- 5.2. A twenty five percent (25%) retainer fee will be required prior to beginning our services. Our final design invoice will include a credit for the retainer fee.
- 5.3. Our fees for consulting services as described above are as follows:

## OUR DNA BUILDS RESULTS



		Mechanical/ Plumbing/ Electrical
Design Development	.....	\$2,240.00
Construction Documents	.....	\$3,360.00
Design Total		<b>\$5,600.00</b>
Construction Administration*	.....	T&M

\*For budgeting purposes, please anticipate **\$1,500** for MEP CA services. This budget is not intended to be a 'Not to Exceed' amount.

**6. PROJECT SYSTEMS:**

**6.1. MECHANICAL SYSTEMS**

- 6.1.1. Heating: Electric heaters
- 6.1.2. Exhaust: Code required exhaust of toilet rooms, etc.

**6.2. ELECTRICAL SYSTEMS**

- 6.2.1. Main electrical service and distribution to building.
- 6.2.2. Site: No scope anticipated.
- 6.2.3. Lighting: Building lighting.
- 6.2.4. Power: General power distribution and electrical device layout for receptacles. Coordination between solar photovoltaic (PV) systems and electrical systems (as required). All solar photovoltaic (PV) systems to be designed by others.

**6.3. PLUMBING SYSTEMS**

- 6.3.1. Plumbing fixture specification, domestic cold water, domestic hot water, sanitary sewer, vent.
- 6.3.2. Plumbing systems will extend to five feet outside of building. Site information such as sewer, storm drain, grease interceptor, and domestic cold-water locations and inverts will be provided by others.
- 6.3.3. Coordination between solar thermal systems and domestic hot water systems (as required). All solar thermal systems to be designed by others.

**6.4. ENERGY CODE COMPLIANCE**

- 6.4.1. HVAC, electrical, and plumbing COMCheck energy code compliance documentation. Envelope portion of COMCheck not included in scope of work.

**6.5. FIRE SPRINKLER SYSTEMS**

- 6.5.1. Design by others and **NOT** included in scope of work.

**7. ENHANCED SERVICES:** Additional fees for Enhanced Services are as follows:

Scope (See descriptions)	Fee	Please initial If Accepted*
Energy Modeling (\$/Project Square Feet - \$1,800 minimum)	\$ 0.12	
Energy Rebate Study (% of actual rebate)	50%	
<b>Total Accepted Enhanced Services</b>		0

- 7.1. Please initial the services requested for this project. It will be assumed that all services NOT initialed will not be requested for this project. Please refer to the Master Agreement for service descriptions.

Thank you for the opportunity to propose our engineering services on this project. We look forward to working with you. Please indicate your acceptance of this Project Specific Task Order by signing below and returning a copy by fax or email.

Please call me if you have any questions or concerns regarding this proposal.

**OUR DNA BUILDS RESULTS**

Respectfully,  
**ENGINEERING SYSTEM SOLUTIONS, ES<sup>2</sup>**



Justin R. Judy, PE, CxA, LEED AP BD+C  
President

The Project Specific Task Order herein, is effective between the Client and ES<sup>2</sup>, Engineering System Solutions as of the last date appearing below. The Master Agreement applies to and is in full force for this specific project scope of work.

\_\_\_\_\_  
CLIENT REPRESENTATIVE (Signature)

\_\_\_\_\_  
ES<sup>2</sup> REPRESENTATIVE (Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Client PN: \_\_\_\_\_ and/or PO#: \_\_\_\_\_

---

**OUR DNA BUILDS RESULTS**

Issue Date: 8/31/2023

Revision # - MM/DD/YYYY

Page 3 of 3



# EXHIBIT F - REVEGETATION CONSULTANT



## Revised Cost Estimate for Warm Springs Creek Revegetation Plan for Permit Set and up to 90% design

Item	Detail	TOT \$
Project Management and Team Interactions	Regular communications with Superbloom, Rio, WR Land Trust and relevant stakeholders to collaborate and receive feedback during design process#	\$4,640.00
Seed mix/plant specifications, soil handling, site preparation, integrative weed management and post planting site adaptive management design	Specify appropriate native seed mixes (type and rates), commercial plants or transplants (species, formats, sizing); Prescribe site preparation techniques during and following grading and ahead of planting including suitable cover soil identification, handling and placement; identify appropriate integrative (cultural, biological and chemical) weed management activities; Specify post restoration adaptive management activities; including temporary plant protections, weed management and irrigation (see below); provide as appropriate CAD design typicals for Superbloom set.	\$12,010.00
Equipment Specifications for Revegetation	Identify appropriate equipment choices for seeding and plant installation. Specify seeding equipment options	\$1,450.00
Irrigation Recommendations for IMA Revegetation Areas, Plan Review all areas	Provide guidance on temporary irrigation use in IMA designed revegetation zones (irrigation frequency, intensity, duration etc.); review Irrigation recommendations provided by others	\$3,480.00
Cost estimation by target revegetation zones	Develop two alternative cost estimates for revegetation activities for a portion of Zone 4 and Zones 5-10. Alternatives will include the target budget, which meets the vision of the master plan and a constrained budget where overall revegetation funding is less or phased over an extended period of time.	\$4,640.00
Implementation and maintenance schedule	Develop a comprehensive schedule identifying timelines for: plant material acquisition by type, preplanting integrative weed management, site preparation, seeding/planting, and post planting integrative weed management and adaptive management activities	\$3,480.00
<b>Total</b>		<b>\$29,700.00</b>

### Notes

Estimate is cost not to exceed, client will be billed on for actual costs incurred

# Assume participate in up to 8 bi-monthly remote team meetings

\* Planting zones are identified in 230627\_North Fork Planting Design Zones.pdf tran

Assume deliverables due for preparation of 90% design

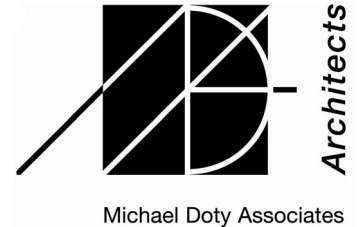
Deliverable does not include comprehensive specifications, narrative will be delivered

Superbloom submission

\$12,880 APPROVED AND INCLUDED ON SUPERBLOOM TO #8

REMAINING AMOUNT INCLUDED IN THIS TO#9 IS \$16,820

## 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

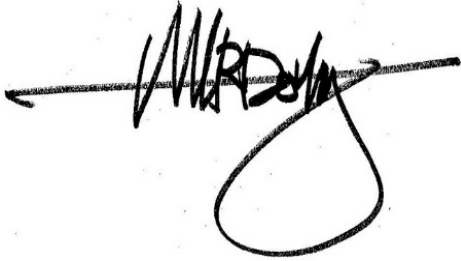
**Stacy Passmore & Diane Lipovsky**

Superbloom  
29 August 2023  
Page - 3 -

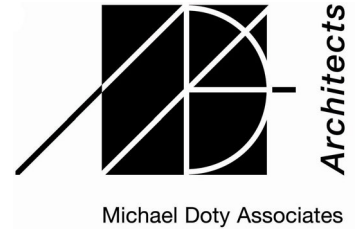
thirty (30) days from the invoice date are considered past due and are subject to an interest charge of one percent (1%) per month and will be subject to immediate work stoppage at our sole election. Reimbursable expenses for which you will be billed, and which are not included in Basic Services, shall 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 somewhat cursive.

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



6 February 2024

■ **Stacy Passmore, Principal / Co-Founder**  
**Studio Superbloom, LLC**  
750 N Pennsylvania Street  
Denver, Colorado 80203

**Re: Warm Springs Preserve Comfort Building, - Proposal for Additional Services No. 1**

Dear Stacy:

We greatly appreciate the opportunity to provide you with this proposal for Additional Services. We have prepared this proposal for your agreement for Additional Services based upon our understanding of your request for us to provide services beyond that contemplated in our Consultant Agreement dated 03 November 2023 (the Agreement). You have requested an addition to our scope of work for Basic Services under our Agreement. Under that Agreement any request for Additional Services must be in writing, signed by you and us. As a result, if you sign this letter, it will serve as your request and amend our agreement to provide Additional Services beyond the Basic Services set out in the Agreement, and as set out in this letter. The following services will be provided as Additional Services.

The proposed Additional Services breakdown is as follows:

- Modifications to the building footprint, siting, and design in response to City of Ketchum comments regarding the location of an existing and previously unknown to MDA property line in conflict with the initial siting of the building. The scope of work will include, but may not be limited to site plan, floor plan, and exterior elevation modifications, coordination of building siting and grading, with Superbloom, and associated updates to the design review submittal drawing set.

Pursuant to Article 2, Section 2.4 of the Agreement, the above-listed services will be provided as Additional Services and billed as a fixed compensation amount of four thousand seven hundred ninety-three dollars and seventy-five cents (\$4,793.75) under Exhibit B of the Phase 4 60% Design scope of work. Except for the Additional Services set out above and Basic Services under the Agreement, we will not be providing any other Additional Services under Article 2 of the Agreement without another agreement for Additional Services. Please feel free to request other Additional Services as recommended or needs arise.

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

**Stacy Passmore, Principal / Co-Founder**

**Studio Superbloom, LLC**

6 February 2024

Page - 2 -

All other terms and conditions are set forth in the Agreement, which we will continue to observe in all respects, in addition to the agreement for Additional Services outlined in this letter. We appreciate your request for and the opportunity to provide you with these Additional Services.

We look forward to continuing work with you under the Agreement. I wish to express our continued 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 R. Doty, AIA, LEED AP**  
*principal*

READ, ACKNOWLEDGED, APPROVED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

**Stacy Passmore, Principal / Co-Founder**

# 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.



---

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

---

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
	2	Irrigation Master Plan and Construction Cost Estimate	\$ 4,900	Fixed Fee
Phase 2	3	Construction Documents and Specifications	\$ 6,900	Fixed Fee
	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: \_\_\_\_\_



**Sacramento**  
(916) 780-2030

**Las Vegas**  
(702) 616-3107

**Idaho Falls**  
(208) 552-9874

## PROJECT SPECIFIC TASK ORDER MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING

Superbloom, (Client), hereby authorizes Engineering System Solutions, ES<sup>2</sup>, a Limited Liability Company, to provide the scope of services set forth below. All services herein are subject to the Terms and Conditions as set forth below and in the ES2 Master Agreement dated 09/2023.

### 1. CLIENT INFORMATION:

*Representative:* Stacy Passmore  
*Email:* stacy@superbloom.net

### 2. PROJECT INFORMATION:

*Project Name:* Warm Springs Dog Park Comfort Building  
*Location:* Ketchum, ID

### 3. PROJECT DESCRIPTION:

- 3.1. The project consists of a one-story comfort building of approximately 1,600 square feet.
- 3.2. Project description and scope as provided in 8.24.2023 email received from Michael Doty.

### 4. CONSULTING SERVICES:

- 4.1. A/E Team Meeting Attendance: Attend up to two design-phase meetings (via teleconference). If the client anticipates more or less meetings, please communicate that with ES2 prior to contract execution.
- 4.2. OAC Meeting Attendance: None. Should the owner, architect, or contractor desire that ES2 be present (via teleconference) at more than the designated number of OAC meetings indicated, said meeting attendance will be covered by a separate T&M agreement prior to the commencement of building construction.
- 4.3. Site Visits: None
- 4.4. Site visits, if requested, will be billed time and expenses per the hourly rates listed in the terms and conditions of this agreement.
- 4.5. STANDARD BIM services. We anticipate that the design team will upload and consume model versions from the BIM360 Document Management module for proper coordination.
- 4.6. Construction Administration (CA):
  - 4.6.1. Construction administration services will be billed as time and material.

### 5. CONSULTANT'S FEE:

- 5.1. Our design fee was established assuming standard construction practices, materials, and systems. Any design work outside of this will require a new scope of work.
- 5.2. A twenty five percent (25%) retainer fee will be required prior to beginning our services. Our final design invoice will include a credit for the retainer fee.
- 5.3. Our fees for consulting services as described above are as follows:

## OUR DNA BUILDS RESULTS



		Mechanical/ Plumbing/ Electrical
Design Development	.....	\$2,240.00
Construction Documents	.....	\$3,360.00
Design Total		<b>\$5,600.00</b>
Construction Administration*	.....	T&M

\*For budgeting purposes, please anticipate **\$1,500** for MEP CA services. This budget is not intended to be a 'Not to Exceed' amount.

**6. PROJECT SYSTEMS:**

**6.1. MECHANICAL SYSTEMS**

- 6.1.1. Heating: Electric heaters
- 6.1.2. Exhaust: Code required exhaust of toilet rooms, etc.

**6.2. ELECTRICAL SYSTEMS**

- 6.2.1. Main electrical service and distribution to building.
- 6.2.2. Site: No scope anticipated.
- 6.2.3. Lighting: Building lighting.
- 6.2.4. Power: General power distribution and electrical device layout for receptacles. Coordination between solar photovoltaic (PV) systems and electrical systems (as required). All solar photovoltaic (PV) systems to be designed by others.

**6.3. PLUMBING SYSTEMS**

- 6.3.1. Plumbing fixture specification, domestic cold water, domestic hot water, sanitary sewer, vent.
- 6.3.2. Plumbing systems will extend to five feet outside of building. Site information such as sewer, storm drain, grease interceptor, and domestic cold-water locations and inverts will be provided by others.
- 6.3.3. Coordination between solar thermal systems and domestic hot water systems (as required). All solar thermal systems to be designed by others.

**6.4. ENERGY CODE COMPLIANCE**

- 6.4.1. HVAC, electrical, and plumbing COMCheck energy code compliance documentation. Envelope portion of COMCheck not included in scope of work.

**6.5. FIRE SPRINKLER SYSTEMS**

- 6.5.1. Design by others and **NOT** included in scope of work.

**7. ENHANCED SERVICES:** Additional fees for Enhanced Services are as follows:

Scope (See descriptions)	Fee	Please initial If Accepted*
Energy Modeling (\$/Project Square Feet - \$1,800 minimum)	\$ 0.12	
Energy Rebate Study (% of actual rebate)	50%	
<b>Total Accepted Enhanced Services</b>		0

- 7.1. Please initial the services requested for this project. It will be assumed that all services NOT initialed will not be requested for this project. Please refer to the Master Agreement for service descriptions.

Thank you for the opportunity to propose our engineering services on this project. We look forward to working with you. Please indicate your acceptance of this Project Specific Task Order by signing below and returning a copy by fax or email.

Please call me if you have any questions or concerns regarding this proposal.

**OUR DNA BUILDS RESULTS**

Respectfully,  
**ENGINEERING SYSTEM SOLUTIONS, ES<sup>2</sup>**



Justin R. Judy, PE, CxA, LEED AP BD+C  
President

The Project Specific Task Order herein, is effective between the Client and ES<sup>2</sup>, Engineering System Solutions as of the last date appearing below. The Master Agreement applies to and is in full force for this specific project scope of work.

\_\_\_\_\_  
CLIENT REPRESENTATIVE (Signature)

\_\_\_\_\_  
ES<sup>2</sup> REPRESENTATIVE (Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Client PN: \_\_\_\_\_ and/or PO#: \_\_\_\_\_

---

**OUR DNA BUILDS RESULTS**

Issue Date: 8/31/2023

Revision # - MM/DD/YYYY

Page 3 of 3

# EXHIBIT F - REVEGETATION CONSULTANT



## Revised Cost Estimate for Warm Springs Creek Revegetation Plan for Permit Set and up to 90% design

Item	Detail	TOT \$
Project Management and Team Interactions	Regular communications with Superbloom, Rio, WR Land Trust and relevant stakeholders to collaborate and receive feedback during design process#	\$4,640.00
Seed mix/plant specifications, soil handling, site preparation, integrative weed management and post planting site adaptive management design	Specify appropriate native seed mixes (type and rates), commercial plants or transplants (species, formats, sizing); Prescribe site preparation techniques during and following grading and ahead of planting including suitable cover soil identification, handling and placement; identify appropriate integrative (cultural, biological and chemical) weed management activities; Specify post restoration adaptive management activities; including temporary plant protections, weed management and irrigation (see below); provide as appropriate CAD design typicals for Superbloom set.	\$12,010.00
Equipment Specifications for Revegetation	Identify appropriate equipment choices for seeding and plant installation. Specify seeding equipment options	\$1,450.00
Irrigation Recommendations for IMA Revegetation Areas, Plan Review all areas	Provide guidance on temporary irrigation use in IMA designed revegetation zones (irrigation frequency, intensity, duration etc.); review Irrigation recommendations provided by others	\$3,480.00
Cost estimation by target revegetation zones	Develop two alternative cost estimates for revegetation activities for a portion of Zone 4 and Zones 5-10. Alternatives will include the target budget, which meets the vision of the master plan and a constrained budget where overall revegetation funding is less or phased over an extended period of time.	\$4,640.00
Implementation and maintenance schedule	Develop a comprehensive schedule identifying timelines for: plant material acquisition by type, preplanting integrative weed management, site preparation, seeding/planting, and post planting integrative weed management and adaptive management activities	\$3,480.00
<b>Total</b>		<b>\$29,700.00</b>

### Notes

Estimate is cost not to exceed, client will be billed on for actual costs incurred

# Assume participate in up to 8 bi-monthly remote team meetings

\* Planting zones are identified in 230627\_North Fork Planting Design Zones.pdf tran

Assume deliverables due for preparation of 90% design

Deliverable does not include comprehensive specifications, narrative will be delivered

Superbloom submission

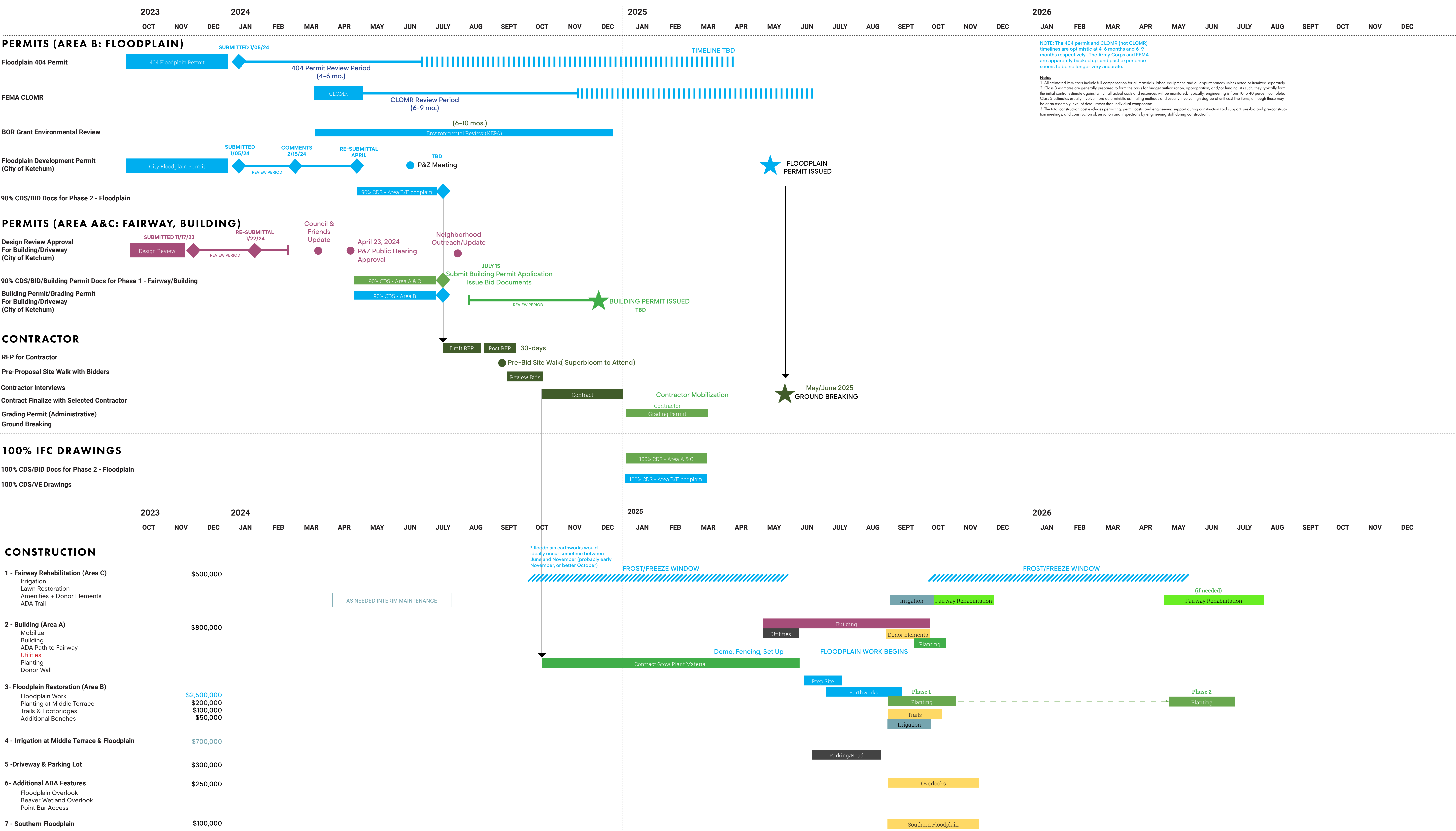
\$12,880 APPROVED AND INCLUDED ON SUPERBLOOM TO #8

REMAINING AMOUNT INCLUDED IN THIS TO#9 IS \$16,820

# Warm Springs Preserve

## PHASING SCHEDULE

DRAFT





**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: 24087**

<b>To:</b> 5810 STUDIO SUPERBLOOM, LLC 750 N PENNSYLVANIA ST DENVER CO 80203	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/02/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	TASK ORDER 9: MASTER PLANNING WARM 03-4194-7000	225,916.00	225,916.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		225,916.00

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