



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Recommendation to approve Task Order #10 with Superbloom Landscape Architects for Professional Services related to the Warm Springs Preserve Master Plan

Reasons for Recommendation:

- Upon completion of 90% design phase, additional engineering and utility design work was required to get the Warm Springs Preserve to a clear and concise condition to minimize ambiguity from future bidding contractors. This work was informally authorized in-stride in order to meet upcoming deadlines for bidding.
- Superbloom, as well as their engineer and design subconsultants, executed the required work to take the design to 95% and make it ready for public bid.

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 \$14,000 with the remainder of the task order, \$22,908, being reimbursed via the agreement with the Wood River Land Trust.
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Attachments:

- | |
|---------------------------------|
| 1. Task Order #10 |
| 2. TO 10 Subconsultants Exhibit |
| 3. PO 25051 |

SUPERBLOOM

TASK ORDER #10

September 20, 2024, Revised November 3, 2024

Project: WARM SPRINGS PRESERVE | Ketchum, ID
Client: City of Ketchum, Idaho ("The City"), PO Box 2315, Ketchum, ID 83340

Scope of Work: Scope of Work: Superbloom is working towards the 100% Stream and Floodplain Design Construction Documentation, Bidding & Negotiation for Warm Springs Preserve. Since TO#9 there were several design changes, adjustments to the scope of work and one additional design submittal. The team is requesting additional an additional contract to augment the previous scope of work for Superbloom Rio Applied Science and Engineering, and Morell Engineering. This includes:

- Increased number of meetings with Client and time associated with project coordination, developing and organizing schedules.
- Additional coordination and revisions on the grading for floodplain permit to support and collaborate on the design of extensive stream and floodplain restoration,
- Changes to the the new storage and restroom building and parking & driveway
- Development of a 95% design and associated resubmittal of several permits. Rather than addressing 90% design revisions at the Final 100% design phase, the team & City of Ketchum are preparing a submittal of an interim 95% Design package.
- Assistance with HOA/neighborhood agreements and homeowners

This task order is a modification to increase the budget for Phase 5 (Final design, CD, Bidding and Negotiation). The attached proposal(s) outline their scope of work and fees by task.

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Task #1 Additional Services for Design & Engineering Changes for Warm Springs Preserve & 95% Drawing Submittal

Budget/Fee

This task order includes additional services for subconsultants providing design and engineering services to the Warm Springs Preserve To#9 - Construction Documents

1. Rio Applied Engineering & Science for neighbor and HOA coordination on the floodplain design & for additional drawing submittal 95% Design	\$13,908 (Rio Fee)
2. Superbloom for additional drawing submittal 95% Design and Bid coordination, coordination of Bid Schedule, additional meetings with COK team and project manager, utilities coordination, bid tab spreadsheet, additional floodplain coordination.	\$18,000 (SPRBLM Fee)
3. Morell Engineering for structural engineering redesign on the storage and restroom building.	\$3,000 (Morelle Fee)
4. Anticipated revisions from Michael Doty Architects: Additional engineering revisions for 95% submittal (hourly)	\$2,000 Hourly Architecture & Building Engineering

Total Fee (TO #10)

\$36,908 NTE including expenses

This exhibit is attached to and made a part of the Client's master agreement dated June 15th, 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:

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Studio Superbloom, LLC

By: 
Stacy Passmore or Diane Lipovsky, Principal

By: _____
(Signature)

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.

Memorandum



3380 Americana Terrace, Ste 390, Boise, Idaho 83706

To: Stacy Passmore, Superbloom
From: Rob Richardson, Rio ASE
Date: 9/16/2024
Subject: Warm Springs Preserve Final Design Amendment

Regarding the Warm Springs Preserve Final Design Water Resources Engineering Services, Rio ASE is developing the final stream and wetland design under an existing task order (#9). Additionally, Rio ASE is contracted directly with project partner Wood River Land Trust to develop a Conditional Letter of Map Revision (CLOMR) on behalf of the City of Ketchum to meet regulatory flood permitting requirements with the county floodplain administrator and the Federal Emergency Management Agency (FEMA).

During the project 60% design review, the Idaho Department of Water Quality (IDWR) submitted several comments resulting in final design changes including removal of the proposed irrigation diversion headgate to be replaced with a “natural” side channel inlet. Rio ASE also addressed multiple rounds of comments and associated design/grading/modeling changes to meet floodplain no-rise requirements. To expedite permitting, Rio ASE paid the CLOMR submittal fee (\$6500) on behalf of the City of Ketchum and the Wood River Land Trust. Finally, at the request of the City of Ketchum, Rio ASE participated in a second (out of scope) on-site stakeholder presentation, completed on September 13, 2024.

To accommodate changes to the proposed irrigation diversion headgate and additional design/grading/modeling to meet permitting requirements, Rio ASE would like to request transferring all of the budget set aside for the headgate design in Task 4 (\$10,756) into the Task 2 (Final Design) budget. Also, to accommodate payment of the CLOMR fee, Rio ASE would like to request an additional \$6,500 in a new task (as suggested by the City of Ketchum project Manager Ben Whipple via email on 9/9/24). Finally, to accommodate the added on-site stakeholder presentation, Rio ASE would also like to add \$3000 to Task 2 (Final Design). A summary of these changes is provided below in the “Revised Budget” column:

Task	Original Budget	Revised Budget
1	\$13,144	\$13,144
2	\$46,658 + \$250 (expenses) = \$46,908	\$60,664
3	\$12,204 + 250 (expenses) = \$12,454	\$12,454
4	\$10,756	\$0
CLOMR Fee	\$0	\$6,500
Total	\$83,262	\$92,762

Please consider this Rio ASE’s formal request for a task order modification to increase our Final Design budget for the Warm Springs Preserve stream and floodplain design from \$83,262 to \$92,762. Let me know if you have any questions or need any additional information.

Best regards,

Rob Richardson
Principal Geomorphologist
Rio ASE

Memorandum



3380 Americana Terrace, Ste 390, Boise, Idaho 83706

To: Stacy Passmore, Superbloom
From: Rob Richardson, Rio ASE
Date: 11/1/2024
Subject: Warm Springs Preserve Stream and Floodplain Revised 100% Final Design Proposal

Regarding the Warm Springs Preserve Final Design Water Resources Engineering Services, Rio ASE is developing the 90% and final stream and floodplain design under existing Task Order #9 plus Amendment #1 associated with Task Order #10. Additionally, Rio ASE is contracted directly with project partner Wood River Land Trust (WRLT) to develop a Conditional Letter of Map Revision (CLOMR) on behalf of the City of Ketchum to meet regulatory flood permitting requirements with the county floodplain administrator and the Federal Emergency Management Agency (FEMA). Rio ASE is now requesting an additional contract to augment these existing contracts in order to complete the Final 100% design and Construction Preparation for the Warm Springs Preserve stream and floodplain design effort.

The purpose of this new contract is to address a budget shortfall resulting from past design changes and accommodations. During the project 90% design development and subsequent review, several unanticipated comments, design changes, and schedule extensions have resulted in an anticipated budget shortage for Rio ASE to finalize the design. These changes include:

- Increased contract length and associated meetings, coordination, and project administration
 - Original Contract (Task Order #9) scheduled completion date was 7/1/24
- Multiple iterations of grading revisions to achieve no-rise to the base flood water surface elevation and to match surfaces with other design efforts
 - Unanticipated grading refinement near proposed Baldy side channel outlet and to accommodate trails, parking area, and pedestrian bridges
 - Hydraulic modeling and FEMA coordination managed through CLOMR contract with the WRLT
- Additional coordination and modeling to evaluate multiple pedestrian bridge designs
 - Original concepts and 60% design included low-profile or removal bridge decks, which through a series of analyses have been modified to a bridge and boardwalk design
- Development of a 95% design and associated resubmittal of several permits
 - Rather than addressing 90% design revisions at the Final 100% design phase, the City of Ketchum has requested submittal of an interim 95% Design package
- Additional coordination to address neighboring landowner requests
 - Left bank neighbors, the homeowners association, and one landowner's lawyers have repeatedly requested details and clarification of the proposed design requiring additional analysis, product development, and coordination

To accommodate these changes, Rio ASE is requesting a new contract for \$13,908 to complete the Final 100% design plus Construction Prep add \$2,028 to Task 1 – Project Management and \$11,880 to Task 2 – 100% Final Design for a total of \$13,908 change as summarized in Table 1 below.

Table 1 – Existing Budget (Original and Revised) and Proposed Budget for the Warm Springs Preserve Stream and Floodplain Refined Final 100% Design Effort

Task	Original Budget (Task Order #9)	Revised Budget (Task Order #10)	New Contract
1 – Project Mgt	\$13,144	\$13,144	\$2,028
2 – 100% Final Design (DP3)	\$46,908	\$60,664	\$11,880
3 – Ecosystem Sciences Permitting (DP3)	\$12,454	\$12,454	\$0
4 – Permitting Coordination and Construction Prep (DP3)	\$10,756	\$0	\$0
CLOMR Fee (DP5)	\$0	\$6,500	\$0
Total	\$83,262	\$92,762	\$13,908

Please consider this Rio ASE’s formal request for a new contract to complete the Final 100% Design and Construction Prep for the Warm Springs Preserve stream and floodplain design. In addition to the remaining budget from existing contracts, Rio ASE is requesting **\$13,908** from this new contract to complete all tasks as requested. Let me know if you have any questions or need any additional information.

Best regards,



Rob Richardson
Principal Geomorphologist
Rio ASE

June 11, 2024

Stacy Passmore
stacy@superbloom.net
Superbloom
23 Lincoln Street, Suite 200
Denver, Colorado 80203

WSP Welcome Building - Agreement / Proposal for Structural Engineering Services

1. Parties to this Agreement

- Superbloom – Landscape Architecture hereinafter referred to as Client
- Morell Engineering

2. Project Information

Warm Springs Preserve Welcome Station, Warm Springs Preserve, Ketchum, Idaho. An approximately 2,500 gross (roof footprint) 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.

**3K fees from Client Task Order 7
5K fees from Client Task Order 9**

4. Structural Engineering and Structural Drafting Fees

Approximate Fees to Permit Submittal \$7,200.00 to \$8,500.00
 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, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Morell Engineering 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 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 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. Morell Engineering reserves the right to rescind this proposal until start of engineering upon review of office workload and scheduling. Please sign and return when accepted.



6/11/24

Matt P. Morell P.E., Morell Engineering

Date



9/16/24

Stacy Passmore

Client Representative

Date

Print Name



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: 25051

To: 5810 STUDIO SUPERBLOOM, LLC 750 N PENNSYLVANIA ST DENVER CO 80203	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/26/2024	SWHIPPLE	SWHIPPLE			

Quantity	Description	Unit Price	Total
1.00	TASK ORDER 10: MASTER PLANNING WARM 93-4900-7950	36,908.00	36,908.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		36,908.00

 Authorized Signature