



MANITOU SPRINGS CITY COUNCIL REGULAR MEETING AGENDA

City Council meetings are held in hybrid form by Zoom
(remote) or in-person at Memorial Hall.

Memorial Hall

606 Manitou Avenue

Manitou Springs, CO 80829

Remote: www.manitouspringsgov.com; click on meeting
link under "Government; City Council" page

Position	Name	Term Expires
Mayor	John G. Graham	January 6, 2026
At-Large	Judith Chandler	January 4, 2028
At-Large	John Shada	January 4, 2028
At-Large	Julie Wolfe	January 4, 2028
Ward 1	Mayor Pro Tem Natalie Johnson	January 6, 2026
Ward 2	Nancy Fortuin	January 6, 2026
Ward 3	Michelle Whetherhult	January 6, 2026

May 6, 2025

6:00 PM

THE CITY COUNCIL MAY TAKE ACTION ON ANY OF THE FOLLOWING AGENDA ITEMS AS PRESENTED OR MODIFIED PRIOR
TO OR DURING THE MEETING, AND ITEMS NECESSARY TO EFFECTUATE THE AGENDA ITEMS

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. APPROVAL OF AGENDA**
- E. PUBLIC COMMENT ON NON-AGENDA ITEMS**
- F. CONSENT CALENDAR**
 - 1. April 8, 2025 City Council Special Meeting Minutes
 - 2. April 15, 2025 City Council Regular Meeting Minutes
 - 3. April 22, 2025 City Council Special Meeting Minutes
 - 4. Approve the American Institute of Architects (AIA) Document A133-2019 Agreement with Fransen Pittman for Hiawatha Gardens Pre-Construction Services Phase 1, 3 and 4
 - 5. Approve the American Institute of Architects (AIA) Document A133-2019 Agreement with Fransen Pittman for Hiawatha Gardens Pre-Construction Phase 2
 - 6. Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 1 (Parking Lot and Restroom Structure)

7. Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 2 (Pavilion and Plaza)
8. Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 3 (Old Mans Trail and Vehicular Bridge)
9. Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 4

G. PRESENTATION

1. Mountain Metro Presentation - Route 3 and Fall 2025 Schedule

H. BUSINESS

1. First Reading of Ordinance No. 0625, an Ordinance of the City of Manitou Springs, Colorado, Amending Section 10.04.020(24) of the Manitou Springs Municipal Code to Reduce the Default Speed Limit on City Streets to 20 Miles Per Hour
2. First Reading of Ordinance No. 0725, An Ordinance Amending Title 2 with the Addition of A New Chapter 2.66 Concerning Elections

I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

J. CITY ADMINISTRATOR REPORT

K. EXECUTIVE SESSION

1. An Executive Session to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter. This executive session concerns the Manitou Springs Metropolitan District.
2. An Executive Session to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter, concerning the management and operation of the Incline.

ADJOURN

The City of Manitou Springs does not discriminate on the basis of disability in the admission to, access to, or operations of programs, services or activities. Reasonable accommodation will be provided to ensure equal access to all. Individuals who would like to request auxiliary aids or services should contact the ADA Coordinator at (719) 685-5481 or jfryer@manitouspringsco.gov. You may also contact the City Clerk's Office at cityclerk@manitouspringsco.gov or (719) 685-2554. Please provide a minimum of 3-5 days advance notice.



Memorandum

Title: April 8, 2025 City Council Special Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

May 6, 2025

Purpose:

To review and approve the meeting minutes from the April 8, 2025 City Council Meeting.

Background:

The City Council met in a special session following the work session on April 8, 2025.

Pros and Cons:

N/A

Fiscal Impact:

None.

Workload Impact:

Approximately three hours of staff time to attend the meeting and to prepare and review the minutes.

Recommended Action:

Approve the April 8, 2025 City Council special meeting minutes through the approval of the consent calendar.

**CITY OF MANITOU SPRINGS
CITY COUNCIL**

Special Meeting Minutes
606 Manitou Avenue
April 8, 2025

The City Council of Manitou Springs held a Special Session after the regularly scheduled Work Session on Tuesday, April 8, 2025, at 606 Manitou Avenue, in the City of Manitou Springs, County of El Paso, and State of Colorado.

COUNCIL MEMBERS PRESENT FOR ROLL CALL:

Mayor John Graham
Mayor Pro Tem Natalie Johnson
Councilor Judith Chandler
Councilor John Shada
Councilor Julie Wolfe
Councilor Nancy Fortuin

COUNCIL MEMBERS ABSENT FOR ROLL CALL:

Councilor Michelle Whetherhult (Excused)

A. CALL TO ORDER – WORK SESSION

Mayor Graham called the work session portion of the meeting to order at 6:00 p.m.

B. ROLL CALL

All members of the City Council were present for the roll call, except for Councilor Whetherhult.

C. APPROVAL OF AGENDA

Councilor Wolfe moved to approve the agenda as presented. The motion was seconded by Councilor Chandler. The motion carried unanimously (6-0).

G. ADJOURN WORK SESSION

H. CALL TO ORDER – SPECIAL SESSION

Mayor Graham called the special session portion of the meeting to order at 8:50 p.m.

I. EXECUTIVE SESSION

1. An Executive Session pursuant to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; developing strategy for negotiators; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter, concerning the management and operation of the Incline

Mayor Graham read the purpose of the Executive Session into the record at 8:50 p.m.

Mayor Pro Tem Johnson moved to enter the Executive Session for the stated purpose. The motion was seconded by Councilor Shada. The motion was carried unanimously (6-0).

The City Council moved back to Special Session at 9:29 p.m. Mayor Graham confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

ADJORN

With no other items to discuss, Councilor Chandler moved to adjourn the meeting. The motion was seconded by Mayor Pro Tem Johnson. The motion was carried (6-0). The meeting adjourned at 9:29 p.m.

Attest:

John Graham, Mayor

Elena Krebs, City Clerk



Memorandum

Title: April 15, 2025 City Council Regular Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

May 6, 2025

Purpose:

To review and approve the meeting minutes from the April 15, 2025 City Council meeting.

Background:

The City Council met in regular session on April 15, 2025.

Pros and Cons:

N/A

Fiscal Impact:

None.

Workload Impact:

Approximately five hours of staff time to attend the meeting and to prepare and review the minutes.

Recommended Action:

Approve the April 15, 2025, City Council regular meeting minutes through the approval of the consent calendar.

**CITY OF MANITOU SPRINGS
CITY COUNCIL**

Regular Meeting Minutes
606 Manitou Avenue
April 15, 2025

The City Council of Manitou Springs met in Regular Session on Tuesday, April 15, 2025, at 606 Manitou Avenue, in the City of Manitou Springs, County of El Paso, and State of Colorado.

COUNCIL MEMBERS PRESENT FOR ROLL CALL:

Mayor John Graham
Mayor Pro Tem Natalie Johnson
Councilor Judith Chandler
Councilor John Shada
Councilor Julie Wolfe
Councilor Michelle Whetherhult
Councilor Nancy Fortuin

A. CALL TO ORDER

Mayor Graham called the meeting to order at 6:01 p.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

All members of the City Council were present for the roll call.

D. APPROVAL OF AGENDA

Councilor Shada moved to approve the agenda as presented. The motion was seconded by Mayor Pro Tem Johnson. The motion carried unanimously (7-0).

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

Ila Quinn, 357 Pilot Knob Avenue, requested a traffic plan for access to the COG and the Incline that does not utilize Pilot Knob Ave. She expressed concern about the high traffic flow on the narrow street during the peak tourist season.

Linda Morlan, 37 Minnehaha Avenue, echoed concerns about the lack of a traffic plan. She shared that she has reached out to the Governor's Office, El Paso County and others and stated that the city cannot proceed with the Ruxton Avenue project without a traffic plan. She expressed concerns about road safety and lack of precautions taken by drivers.

F. CONSENT CALENDAR

1. Presentation of Warrants
2. March 18, 2025 City Council Regular Meeting Minutes - AMENDED
3. April 1, 2025 City Council Special Meeting Minutes

Note for the record – This item was pulled from the consent calendar as requested by Councilor Fortuin.

4. Requesting Approval of a General Services Agreement with Pyramid Construction for the 2025 Street Maintenance Project

Note for the Record – This item was pulled from the consent calendar as requested by Councilor Chandler.

5. Requesting Approval of a General Services Agreement with iiCon Construction for the Dillon Mobility Hub Building Renovations

Councilor Chandler moved to approve the consent calendar as amended. The motion was seconded by Councilor Fortuin. The motion was carried unanimously (7-0).

F3. April 1, 2025 City Council Meeting Minutes

Mayor Pro Tem Johnson moved to approve the April 1, 2025 City Council Meeting Minutes. The motion was seconded by Councilor Wolfe. The motion was carried (6-1), with Councilor Fortuin abstaining.

F4. Requesting Approval of a General Services Agreement with Pyramid Construction for the 2025 Street Maintenance Project

Councilor Chandler noted that Burns Road is included in the contract and commented that based on discussions at previous meetings her understanding was that there was a general consensus that Burns Road was not going to be paved. She suggested that Burns Road be removed from the contract and possibly replaced with another road.

Councilor Shada stated that the Request for Proposal (RFP) Addendum modifies the project to remove Burns Road.

City Administrator Howell clarified that the RFP included Burns Road, but the road is not included in the contract.

Councilor Chandler moved to approve the General Services Agreement with Pyramid Construction for the 2025 Street Maintenance Project. The motion was seconded by Councilor Shada. The motion was carried unanimously (7-0).

G. PRESENTATION

1. Recognition of Tim Beeson

Gillian Rossi, Parks and Recreation Director introduced Tim Beeson and reviewed the projects that were accomplished during his time as Chair on the Open Space Advisory Committee (OSAC), including his work on the acquisition, community connection and master plan for the Black Canyon Open Space. She commended Mr. Beeson for his hard work and thanked him for his dedication to the committee.

Councilor Chandler thanked Mr. Beeson for his service to the community and expressed appreciation for the opportunity to serve as Council Liaison with Mr. Beeson and OSAC.

Mr. Beeson thanked the members of OSAC, city staff and Councilor Chandler as Liaison for their hard work and dedication. He shared that he is proud of the projects that OSAC has completed during his time on the committee.

Mayor Graham expressed appreciation for Mr. Beeson's guidance regarding open space during his time as Chair. The mayor presented a certificate of recognition to Mr. Beeson for serving as Chair for OSAC.

2. Proclamation No. 0525, A Proclamation to Recognize the Bear Brothers Site

Mayor Graham read Proclamation No. 0525 into the record, recognizing the importance of the Bear Brothers site, the story of the Bear Dance and the Ute name.

Manuel Pulido Hawkwing, 379 Pilot Knob Avenue, explained that the bear in the Bear Dance story taught the Utes about femineity, specifically how to be in sync with masculinity and femineity. He added that the name "Kwe Pah Veh Chew" has been returned to the spirit of the mountains by the recent and most empathetic community.

Katie Orr, 621 Arnold Lane, Colorado Springs, CO, thanked the Council for the work they do for the community. She shared that giving back the true cultural name and story to the historical landmark is a powerful action that honors the land, recalls the original medicine and the lessons of the four directions.

3. Proclamation No. 0625, A Proclamation Recognizing April 22, 2025 as Earth Day

Councilor Chandler read Proclamation No. 0625 into the record, proclaiming April 22, 2025 Earth Day. She shared how privileged she feels to live in a community that comes together to good work, such as planting trees to become Tree City USA, and becoming the first certified Pollinator City in the world. She expressed appreciation for the city's Climate Action Work Group.

Mayor Graham shared that there is a tree planting event scheduled for April 25, 2025 from 1:00 p.m. to 5:00 p.m.

H. BUSINESS

1. Request for Appointment of Frank DeLay to the City Planning Commission

Frank DeLay, 124 Palisade Circle, introduced himself and stated that wherever he lives he likes to get involved with the community. He shared his background as it relates to the City Planning Commission (CPC) and that he is excited about the potential opportunity to serve on the board.

Councilor Fortuin moved to appoint Frank DeLay as an Alternate Member on the City Planning Commission. The motion was seconded by Councilor Chandler. The motion carried unanimously (7-0).

2. Adoption of Plan Manitou 2.0

Frederick Rollenhagen, Planning Director shared the purpose of the update including the overview of the long-range plan with a focus on part three of the plan, which is the action plan to help the city achieve its goals.

Darcie White, Consultant with Clarion Associates stated that the last major update to the plan was completed in 2017. She explained that the primary focus has been on strategic actions. She shared that hazard mitigation is still of high importance to the city. She added that because the Federal Emergency Management Agency (FEMA) requires Hazard Mitigation plans to be updated every five years, there is now a separate plan that was completed in 2024. She summarized the community engagement process, which included pop up events during the summer, working with a working group appointed by the City Council, and meeting with all city departments. She noted that over half of the actions identified in the 2017 process were completed within five years and that from the most recent process the community has expressed that the visions and policies in the plan are largely still relevant. She stated that the City Council provided direction to focus on completing ongoing projects, of which there are 122 ongoing projects included in the 249 actions. The Action Plan should be reviewed every two years, and an internal tracking sheet has been implemented by staff. Consultant White reviewed the CPC recommendations, which include updating the future land use map to reflect current zoning, directing readers to the detailed hazard map on the city's website, and updating the illustrative concept for Becker's Lane.

Planning Director Rollenhagen shared that there were two last-minute suggestions by a Councilor to the plan, which were the establishment of a community center and the establishment of Council Chambers. These suggestions were reviewed by CPC and the commission recommended not including the suggestions in the plan at this time.

Alan Delwiche, Chair of the CPC, provided more detailed background information on the reasoning behind the CPC recommendations.

Mayor Graham stated that he thought there would be something regarding burying the utilities in the plan, but he didn't think it is necessary to amend the plan at this time.

Mayor Graham moved to adopt Plan Manitou 2.0 with the recommendations noted in the CPC Memorandum. The motion was seconded by Councilor Chandler. The motion carried unanimously (7-0).

I. HEARINGS

1. Second Reading and Public Hearing of Ordinance No. 0325, an Ordinance Amending the Zoning Map of the City of Manitou Springs, Colorado, Rezoning 5 Parcels also known by Assessor's Office as Schedule Numbers 74052-03-097, 74052-02-016, 74052-03-120, 74054-35-025, and 74044-10-050, Manitou Springs, Colorado, to Park Zone District

Planning Director Rollenhagen introduced the ordinance and advised that nothing has changed since the first reading.

Mayor Graham opened the public hearing at 7:06 p.m.

Planning Director Rollenhagen read the public comment from John Daues, received via online submission, into the record. Mr. Daues's comment expressed opposition to converting parcel number 74044-10-050 to Park Zone due to flooding issues with Fountain Creek and the natural wildlife in the area.

Note for the record – This comment will be added to the agenda packet.

Mayor Graham closed the public comment portion of the hearing at 7:08 p.m.

Planning Director Rollenhagen shared that parcel number 74044-10-050 was presented to the Open Space Advisory Committee (OSAC) and intended to be rezoned to open space, however the committee thought the parcel was intended to be under parks management. Based on OSAC's recommendation, the Planning Department changed the proposed zoning of the parcel to the park zone district.

Mayor Pro Tem Johnson stated that the Parks and Recreation Advisory Board (PARAB) is currently discussing keeping this property in its natural state.

Councilor Chandler shared that OSAC had previously discussed the property and that city staff were considering extending a disc golf course into the space. She noted that the property was purchased with OSAC funds. She added that even if the parcel was to remain open space the city could still potentially put picnic tables or benches in the space. Councilor Chandler suggested zoning the parcel as open space zone district.

Mayor Graham stated that he would be in favor of zoning the property as open space.

Councilor Wolfe moved to adopt on second reading Ordinance No. 0325, an Ordinance Amending the Zoning Map of the City of Manitou Springs, Colorado, Rezoning 5 Parcels also known by Assessor's Office as Schedule Numbers 74052-03-097, 74052-02-016, 74052-03-120, 74054-35-025, and 74044-10-050, Manitou Springs, Colorado, to Park

Zone District, as amended to rezone 4 parcels and remove parcel number 74044-10-050 from the ordinance. The motion was seconded by Councilor Chandler. The motion carried unanimously (7-0).

2. Second Reading and Public Hearing of Ordinance No. 0425, An Ordinance Amending the Zoning Map Of The City Of Manitou Springs, Colorado, Rezoning 13 Parcels Also Known By Assessor's Office As Schedule Numbers 74043-06-075, 74043-18-008, 74043-21-004, 74044-10-024, 74044-10-035, 74044-10-036, 74044-10-048, 74052-12-010, 74052-12-029, 74052-12-032, 74052-13-005, 74052-12-040, and 74053-25-007, Manitou Springs, Colorado, To Public Facility Zone District

Planning Director Rollenhagen stated that the 13 parcels primarily contain facilities maintained by the Public Works Department for things such as storm water. He noted that the Chamber of Commerce is included in the list of parcels to be rezoned to the Public Facility District and that the property is currently zoned commercial.

Mayor Graham opened public hearing at 7:18 p.m. Due to no public comment, Mayor Graham subsequently closed the public comment portion of the hearing.

Councilor Wolfe moved to adopt on second reading Ordinance No. 0425, An Ordinance Amending the Zoning Map Of The City Of Manitou Springs, Colorado, Rezoning 13 Parcels Also Known By Assessor's Office As Schedule Numbers 74043-06-075, 74043-18-008, 74043-21-004, 74044-10-024, 74044-10-035, 74044-10-036, 74044-10-048, 74052-12-010, 74052-12-029, 74052-12-032, 74052-13-005, 74052-12-040, and 74053-25-007, Manitou Springs, Colorado, To Public Facility Zone District. The motion was seconded by Mayor Pro Tem Johnson. The motion was carried unanimously (7-0).

3. Second Reading and Public Hearing of Ordinance No. 0525, An Ordinance Amending the Zoning Map Of The City Of Manitou Springs, Colorado, Rezoning 38 Parcels Also Known By Assessor's Office As Schedule Numbers 74044-13-029, 74091-00-003, 74061-00-015, 74053-140-05, 74053-14-019, 74054-13-026, 74054-21-001, 74052-10-003, 74052-11-006, 74052-18-001, 74054-04-022, 74054-10-010, 74054-11-025, 74054-24-003, 74054-24-035, 7405-24-036, 74054-24-010, 74054-28-008, 74054-28-009, 74054-28-026, 74054-50-029, 74054-35-030, 74054-35-031, 74054-35-035, 74061-01-025, 74061-05-038, 74061-08-009, 74062-00-005, 74062-00-008, 74063-02-003, 74064-03-013, 74064-23-019, 74082-16-004, 74092-02-039, 74054-32-011, 74054-32-019, 74054-31-003, and 74054-32-010, Manitou Springs, Colorado, To Open Space Zone District

Planning Director Rollenhagen stated that the 38 parcels are spread throughout the city of varying sizes. He added that the parcels are not currently being utilized for any other purpose than open space and that many have topographical or geographical hazards that would make them difficult to develop.

There was a brief discussion regarding parcel number 74044-10-050 and the potential discovery of a valid park use later, in which Planning Director Rollenhagen confirmed that the parcel would go through the same process as the current proposed rezonings.

Mayor Graham opened the public hearing at 7:21 p.m. Due to no public comment, Mayor Graham subsequently closed the public comment portion of the hearing.

Councilor Wolfe moved to adopt on second reading, Ordinance No. 0525, an ordinance amending the zoning map of the City Of Manitou Springs, Colorado, rezoning 38 parcels also known by assessor's office as schedule numbers 74044-13-029, 74091-00-003, 74061-00-015, 74053-140-05, 74053-14-019, 74054-13-026, 74054-21-001, 74052-10-003, 74052-11-006, 74052-18-001, 74054-04-022, 74054-10-010, 74054-11-025, 74054-24-003, 74054-24-035, 7405-24-036, 74054-24-010, 74054-28-008, 74054-28-009, 74054-28-026, 74054-50-029, 74054-35-030, 74054-35-031, 74054-35-035, 74061-01-025, 74061-05-038, 74061-08-009, 74062-00-005, 74062-00-008, 74063-02-003, 74064-03-013, 74064-23-019, 74082-16-004, 74092-02-039, 74054-32-011, 74054-32-019, 74054-31-003, and 74054-32-010, Manitou Springs, Colorado, To Open Space Zone District, as amended to include parcel number 74044-10-050 for a total of 39 parcels rezoned to Open Space Zone District. The motion was seconded by Mayor Graham. The motion carried unanimously (7-0).

Note for the record – The City Council took a break at 7:26 p.m. and reconvened at 7:41 p.m.

J. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

Councilor Fortuin inquired if a contract has been established with the Pike Peak Library District (PPLD) and if Regional Manager Todd Leopold with Department of Local Affairs (DOLA) has followed up with summary of the strategic planning meeting.

City Administrator Howell confirmed that the contract with PPLD was completed in 2024.

Mayor Graham shared that he got a copy of the notes from the strategic planning meeting and stated that he would follow up on the summary.

Councilor Wolfe received a call regarding the Intemann Trail and the resident wanted to know if there was going to be mitigation work done. The resident noted that there are several homes near the trail as well. Councilor Wolfe inquired if there would be fire mitigation beyond residential areas.

Mayor Graham stated that currently there are a lot of programs revolving around fire mitigation and shared information on the Chipper Day Program which will be completed zone by zone. He announced that there will be a Chipper Day on May 10, 2025 located at the Public Works property and sponsored by the Fire Department. The Fire Department has launched a wildfire mitigation grant program, and residents can get a

free fire danger assessment on their property by making an appointment with the Fire Department. Mayor Graham shared that two public areas are being considered, including Black Canyon Open Space and Iron Mountain Open Space. He stated that Fire Lieutenant Mike Willie advised that this sort of mitigation should be done by hiring professionals as the work would entail chainsaws and other equipment not suited for volunteer work. He added that if the mitigation simply involved picking up branches and debris then this could possibly be done by volunteers.

City Administrator Howell commented that OSAC, PARAB and the Fire Department work together each year to identify areas for fire mitigation, and shared that this year they have identified the Black Canyon Open Space and Deer Valley.

Mayor Graham advised that there won't be a City Council meeting until Saturday, May 3, 2025 for a day long retreat at the school.

K. CITY ADMINISTRATOR REPORT

City Administrator Howell reported on the following items:

- Thursday, April 17, 2025 at 4:30 p.m. there will be a Ribbon Cutting Ceremony for the Water Tank at Higginbotham.

L. EXECUTIVE SESSION

1. An Executive Session pursuant to Section 5.1(a) of the Manitou Springs Municipal Charter concerning the City Administrator

Mayor Graham read the purpose of the Executive Session into the record at 7:53 p.m.

Mayor Pro Tem Johnson moved to enter the Executive Session for the stated purpose. The motion was seconded by Councilor Chandler. The motion was carried (7-0).

The City Council moved back to Regular Session at 9:52 p.m.

Mayor Graham confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

ADJORN

With no other items to discuss, Councilor Wolfe moved to adjourn the meeting. The motion was seconded by Councilor Whetherhult. The motion was carried unanimously (7-0).

The meeting was adjourned at 9:53 p.m.

Attest:

John Graham, Mayor

Elena Krebs, City Clerk



Memorandum

Title: April 22, 2025 City Council Special Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

May 6, 2025

Purpose:

To review and approve the meeting minutes from the April 22, 2025 City Council Meeting,

Background:

The City Council met in special session on April 22, 2025.

Pros and Cons:

N/A

Fiscal Impact:

None.

Workload Impact:

Approximately one hour of staff time to prepare and review the minutes.

Recommended Action:

Approve the April 22, 2025 City Council special meeting minutes through the approval of the consent calendar.

**CITY OF MANITOU SPRINGS
CITY COUNCIL**

Special Meeting Minutes
606 Manitou Avenue
April 22, 2025

The City Council of Manitou Springs met in Special Session on Tuesday, April 22, 2025, at 606 Manitou Avenue, in the City of Manitou Springs, County of El Paso, and State of Colorado.

COUNCIL MEMBERS PRESENT FOR ROLL CALL:

Mayor John Graham
Mayor Pro Tem Natalie Johnson
Councilor Judith Chandler
Councilor John Shada
Councilor Nancy Fortuin
Councilor Michelle Whetherhult

COUNCIL MEMBERS ABSENT FOR ROLL CALL:

Councilor Julie Wolfe (Excused)

A. CALL TO ORDER

Mayor Graham called the meeting to order at 4:30 p.m.

B. ROLL CALL

All members of the City Council were present for the roll call, except for Councilor Wolfe.

C. APPROVAL OF AGENDA

Councilor Fortuin moved to approve the agenda as presented. The motion was seconded by Mayor Pro Tem Johnson. The motion carried unanimously (6-0).

I. EXECUTIVE SESSION

1. An Executive Session to discuss a personnel matter regarding an employee or an applicant for employment, unless the employee or applicant requests an open meeting, pursuant to Section 5.1(a) of the Manitou Springs Municipal Charter. This executive session concerns the City Administrator.

Mayor Graham read the purpose of the Executive Session into the record at 4:31 p.m.

Mayor Pro Tem Johnson moved to enter the Executive Session for the stated purpose. The motion was seconded by Councilor Chandler. The motion was carried unanimously (6-0).

The City Council moved back to Special Session at 6:33 p.m. Mayor Graham confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

ADJORN

With no other items to discuss, Councilor Shada moved to adjourn the meeting. The motion was seconded by Councilor Fortuin. The motion was carried (6-0). The meeting adjourned at 6:33 p.m.

Attest:

John Graham, Mayor

Elena Krebs, City Clerk



Memorandum

Title: Approve the American Institute of Architects (AIA) Document A133-2019 Agreement with Fransen Pittman for Hiawatha Gardens Pre-Construction Services Phase 1, 3 and 4

From: Erin Ringsred, Planner and Landscape Architect II

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

May 6, 2025

Purpose:

Finalize contract with Fransen Pittman to provide six months of pre-construction services for Hiawatha Gardens. Pre-construction services are estimated to run concurrently with Phase 1, 3 and 4 scheduled to move through schematic design and for Phase 1 from design development to construction documents in May through October.

Background:

Supplemental Information regarding the overall strategy for items F4, F5, F6, F7, F8, and F9 will be uploaded on Monday May 5th. Due to time constraints and the need to meet PPRTA deadlines it could not be ready by May 2nd, 2025.

On February 18, 2025, staff published a Request for Proposals for pre-construction services for the Hiawatha Gardens project based on the alternatives selected by City Council on December 3, 2024.

Proposals were submitted on March 17, 2025. Proposals were reviewed by a five-person selection committee and scored in accordance with the scoring criteria outlined in the Request for Proposals. The city received seven proposals, and three teams were shortlisted for interviews by the selection committee. Interviews were conducted on April 10, 2025. The selection committee unanimously selected Fransen Pittman to perform the pre-construction and construction services based on their proposal qualification scores and interview performance scores. The decision was made to solicit proposals for a Construction Management/General contractor proposal for pre-construction services as it offered the city and the Project the following benefits:

- Time savings by running design and contractor selection simultaneously instead of two separate 6 to 8 week procurement processes.
- The opportunity to understand cost and scheduling impacts during the design



- decision-making process with the selected contractor
- Risk reduction resulting from early involvement and a more collaborative dynamic between owner, architect and contractor.

Although the contract amount is below the threshold requiring City Council approval at this time. This contract is recommending Fransen Pittman as the selected contractor for the Construction Phase of Hiawatha Gardens. Their selection resulted from a competitive request for proposals, interview and fee analysis. The contracts have been separated based on the PPRTA contract requirements.

Exhibit A - Guaranteed Maximum Price will be provided at the conclusion of the construction documentation phase.

Exhibit B - Bonds and Insurance will be provided at a later date.

Pros and Cons:

Pros: Bringing the selected contractor on board during the design phase will help the decision making process by having more frequent cost discussions, reducing the risk of cost surprises at the end of the construction documents phase. As part of pre-construction services a cost estimate will be provided and updated at the end of each design phase. Fransen Pittman will work collaboratively with Davis Partners to provide cost effective solutions that help the City reach its project goals.

Cons: If postponed or denied, the City would still need to sign a contract with another consultant to provide cost estimates in order to ensure design decision making is grounded within the City's project budget and this would result in a schedule delay.

Fiscal Impact:

The cost for pre-construction services for five months is \$11,250. Costs will be shared between PPRTA and the City.

Workload Impact:

City staff and consultants will manage the design and construction process, which will include managing the construction, communications, and quality control inspections plus invoicing.

Recommended Action:

Approve the AIA Contract with Fransen Pittman through approval of the consent calendar.





AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 1st day of May in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

and the Construction Manager:
(Name, legal status, address, and other information)

Fransen Pittman Construction
9563 S. Kingston Court, STE 200
Englewood, CO 80112
303-783-33900

for the following Project:
(Name, location, and detailed description)

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

The Architect:
(Name, legal status, address, and other information)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

The Owner's Representative:
(Name, legal status, address, and other information)

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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The Owner's Representative shall be authorized to act on the Owner's behalf in relation to all matters designated to the Owner under this agreement unless otherwise noted.

The Owner and Construction Manager agree as follows.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per Exhibit D - RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 1 Restroom and Parking Lot** – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise requirement; construction of a new restroom structure outside of the floodplain; and creation of concrete plaza between the existing historic dance hall and new restroom structure. Schematic Design through Construction Administration and Closeout.
- **Phase 3 Vehicular Bridge and Old Man's Trail Closure** – raise the profile of Old Man's Trail to provide sufficient cover over the floodplain culverts and prevent overtopping. Schematic Design only, to allow for cost estimating. Pre-construction services covered in pre-construction fee below as lump sum of (6) months of pre-construction services.
- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from

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Manitou Ave; new vehicular bridge in conjunction with closure of Old Man's Trail; new pedestrian bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site. Schematic Design only, to allow for cost estimating. Pre-construction services covered in pre-construction fee below as lump sum of (6) months of pre-construction services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Phase 1 is anticipated to total approximately \$2,000,000 for hard (construction) costs .

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Start Date: May 5th, 2025; Permit Issuance: October 2025

.2 Construction commencement date:

November 2025

.3 Substantial Completion date or dates:

May 1st, 2026

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

NA

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

NA

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

And

Artaic Group
David Senko, Project Manager
Telephone: (719) 396-5443
E-Mail Address: David.Senko@artaicgroup.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

PPRTA Representative - TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Under Architect

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Construction Material Testing and Third Party Inspector (if needed).

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555
justin.dipietro@davispartnership.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

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User Notes:

(1781491055)

Jeff Pittman
6563 S. Kinston Court
Englewood, CO 80112
Email: jeffpittman@fransenpittman.com
Telephone: 720.724.0090

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

Refer to the attached Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits;

Exhibit E – Response to RFP 2025-006 dated March 17, 2025;

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently; provided, however, that the written agreement shall set forth a description of the limited Work to be performed by the Construction Manager, the time in which the Work is to be performed, method of compensation, any insurance and bond requirements for the Work, and a date on which the Contractor may terminate this Agreement pursuant to §13.1.1. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager shall be reasonably familiar with local building codes and requirements, and shall bring to the Owner's and Architect's attention any discrepancy or compliance issue Construction Manager suspects or becomes aware of during the course of the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services.. The Construction Manager does not warrant or guarantee estimates and schedules except those included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's

services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.4.1 A Project Schedule shall be included and mutually agreed to between Owner, Architect and Construction Manager at the time of Exhibit A – Guaranteed Maximum Price Amendment.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall promptly inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds or is anticipated to exceed the latest approved Project budget, and make recommendations for corrective action in writing.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

The Construction Manager shall establish a process, to be reviewed and approved by the Owner, to qualify a list of local subcontractors and, subject to applicable law, will use its best efforts to provide those subcontractors opportunities to bid on Work associated with the Project. As working drawings and specifications are completed, Construction Manager will establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Construction Manager will prepare scope packages for each trade which clearly identify the bid scope, including general conditions items such as cleanup and safety. Construction Manager will review scope packages with the Owner and Architect prior to issuing same to subcontractors. For those trades in which the Construction Manager has the qualified ability to self-perform the work, bids from the Construction Manager for self-performed work must be submitted to the Owner, Owner's Representative and Architect a minimum of 24 hours prior to bid deadline for subcontractors to be considered for award. Construction manager will analyze all bids and prepare; (1) a bid matrix and scoring method, (2) written bid analysis, (3) review bids and bid analysis with the Owner and Architect, (4) make recommendations for contract awards, and (5) award subcontracts.

The subcontractor selected for an award will be the subcontractor whose bid, as presented in the response to the bidding documents, is the most advantageous to the Owner, in Owner's sole discretion. The Owner is not bound to accept the lowest-priced bid if that proposal is not in the best interests of Owner as determined by Owner.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Collaboration with the Owner and Design Team; meeting attendance, including City Council meetings, community meetings; progress document reviews, estimating and pricing exercises in addition to milestone cost estimates; value analysis for cost-saving and value enhancements; competitively bidding all work and setting the guaranteed maximum price; establishing a detailed construction schedule identifying long lead items and critical path activities; instituting and managing the submittal process.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based in the form of a Baseline Schedule to be accepted by the Owner, and provided in Microsoft Project Scheduling software file format and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency, in an amount to be accepted and approved by the Owner, for the Construction Manager's use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.4.1 Under no circumstances is the contingency to be used by the Owner for increases in the scope, quality or quantity of the Work without prior approval from the Construction Manager; nor by the Construction Manager for correcting nonconforming Work; Work items discovered during the Construction Phase not to be coordinated among the Subcontractor's scope of work due to an oversight of the Construction Manager; or similar Construction Manager's errors or omissions without approval from the Owner. The contingency is intended to cover minor design conflicts not reasonably inferable from the Contract Documents and construction conflicts in the field, as well as any bidding errors, as required to execute the scope outlined in this Agreement. It is not intended to cover and shall not cover scope changes made by the Owner, code or permit changes, Construction Manager self-performed work, General Conditions, contractor rework, defective work or warranty work, unforeseen conditions, cost increases caused by lack of coordination or communication with subcontractors, or to contract with subcontractors who should have been engaged during the bidding process to carry out the Work.

§ 3.2.4.1 Construction Manager's access to the contingency shall be approved in writing on a per instance basis by the Owner if it complies with the above requirements, such approval not to be unreasonably withheld. Prior to utilizing the contingency, Construction Manager shall provide Owner with detailed documentation of the Work affected and the basis for any increases in cost. Construction Manager shall provide Owner with written monthly updates on the status of the contingency.

§ 3.2.5 The Construction Manager and applicable subcontractors as deemed appropriate by the Owner and Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal or portions thereof. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the parties agree otherwise in writing.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner

and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date the Construction Manager receives a construction building permit from the applicable jurisdictional authority and a written Notice to Proceed from the Owner.

§ 3.3.1.2 The Construction Phase shall commence within ten (10) calendar days after completion of all of the following:

- .1 Owner's approval of the total Cost of the Work and Guaranteed Maximum Price proposal;
- .2 Owner furnishing evidence of ability to finance the entire Cost of the Work;
- .3 Procurement of a complete and final Building Permit and other permits necessary for the commencement and continuity of construction operations; and
- .4 Issuance of a Notice to Proceed.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. During the Construction Phase meetings shall be held weekly with the Owner and Architect or at a frequency mutually agreeable to the Owner and Construction Manager based on reasonably appropriate to the phase of Construction. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 In conjunction with the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017. The construction schedule shall be incorporated into the Guaranteed Maximum Price proposal and must show a reasonable critical path in adequate detail to track the detail of every critical and major element of the Project. The Construction Phase of the schedule must also incorporate the sequencing and interrelationship between each of the trades. Under no circumstance shall the Date of Final Completion be adjusted without an executed Change Order.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available with reasonable promptness to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Project Scheduling and Reporting

§ 3.3.2.6.1 Construction Manager shall carry out the Work in accordance with the Project Schedule which shall be incorporated into Exhibit A – Guaranteed Maximum Price Amendment so as to ensure Final Completion of the Project.

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"Final Completion" of the Project under this Agreement shall mean 100% completion of each and every element of the Work in conformity with the Contract Documents. The term "Date of Final Completion" shall mean the date on which Final Completion is achieved as certified by the Architect.

§ 3.3.2.6.2 Construction Manager and Owner, as deemed necessary by the Owner, shall also hold monthly meetings at the Site (or at another location reasonably acceptable to Owner and Construction Manager) throughout construction of the Project to thoroughly discuss the progress of the Work, and such meetings shall be attended by Construction Manager's Representative, by Owner's Representative, and by such additional representatives of each party as they deem necessary or appropriate.

§ 3.3.2.6.3 Construction Manager shall prepare and submit, with each monthly application for payment, a schedule for the execution of the Work for Owner's review and response. The schedule shall contain detail appropriate for the Project, including (1) the effective date of the Contract, (2) key milestones for project submittals, (3) the date of commencement of the Work, (4) interim schedule milestone dates, (5) an apportionment of the Work by construction activity; and (6) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Project. The Owner may also request at intervals throughout the Project an updated schedule in the native file format from Microsoft Project.

§ 3.3.2.6.4 The Construction Manager shall also prepare a three- (3-) week look ahead schedule each week for review with the Owner, focusing on the in-depth detail of the upcoming weeks activities in a manner that reflects the planned day-to-day activities.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise reasonable diligence and critical judgment in the review of such information, reports, surveys, drawings and tests prior to proceeding with any work or activity based upon the same, and shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are reasonable, necessary, and requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall seek prompt approval or authorization from the Owner and render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

1.5% per month and 18% per annum % 0

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For additive changes to the Guaranteed Maximum Price as established in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 will be increased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price. For deductive changes to the Guaranteed Maximum Price as established in Exhibit F, Construction Manager's Fee will be decreased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Twelve Percent (12%)

§ 6.1.5 Rental rates for Construction Manager-provided equipment has been provided in Exhibit C – Tool & Rental Rates.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Owner and Contractor agree that it would be impractical and extremely difficult to estimate the damages, including, but not limited to indirect, incidental, special and consequential damages, which Owner might suffer if the Contractor fails to achieve Substantial Completion within the Contract Time. Therefore, Owner and Contractor have determined and agree that fair and reasonable compensation for the damages Owner may suffer if Contractor fails to achieve Substantial Completion within fourteen (14) calendar days of the Contract Time is Five Hundred Dollars (\$500.00) per day, and Construction Manager agrees to pay the said amount for each day after the expiration of the Contract Time until such time as the Work is Substantially Completed. Such amounts ("Liquidated Damages") shall be Owner's sole and exclusive remedy, and not as a penalty, for Contractor's failure to achieve Substantial Completion within the Contract Time.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

All savings below the Guaranteed Maximum Price shall remain with the Owner. No change in the Work or the materials or labor utilized in connection therewith shall be the basis for an addition to the Guaranteed Maximum Price or the Construction Manager's Maximum Fees unless and until same has been authorized and approved in writing by the Owner, which approval shall not be unreasonably withheld.

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§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. The Guaranteed Maximum Price shall be determined when Design Development documents are 100% complete and approved by Owner and made part of this Agreement by written amendment hereto. Construction Manager does not guarantee any specific line item estimate provided within the Guaranteed Maximum Price with the right to reallocate, refer to 11.1.5.2.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. Changes in the Work shall not be the basis of an addition to the Guaranteed Maximum Price, Project Schedule, or the Construction Manager's Fee unless and until such change has been approved and authorized by a Change Order executed and issued in accordance with the Contract Documents.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily and actually incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7, as modified by Exhibit A – Guaranteed Maximum Price Amendment. Should there be a conflict between the terms describing the Cost of the Work and Exhibit A – Guaranteed Maximum Price Amendment, Exhibit A – Guaranteed Maximum Price Amendment shall prevail.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.1.4 Contractor's General Conditions Costs are defined as those costs that are itemized and identified in Exhibit A Guaranteed Maximum Price Amendment.

§ 7.2 Labor Costs

§ 7.2.1 Labor rates for construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative, but only for that portion of time required for the Work, regardless of where the personnel are stationed, at rates set forth in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 .

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

§ 7.2.3 Labor Rates for the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, at rates set forth in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 .

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

(Paragraph deleted)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.

§ 7.3.1 Construction Manager reserves the right to self-perform work typically performed by Subcontractors on a negotiated lump sum basis. The costs of such self-performed Work shall be treated as a Subcontract Cost for purposes of applications for payment and for calculating Construction Manager's fee and shall be included within the contract Guaranteed Maximum Price. Refer to 3.1.11.2

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall be properly placed and stored by Construction Manager at a location designated by the Owner, and shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates for Construction Manager-provided equipment has been provided in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 .

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with adequate insurance coverage evidenced by a certificate of insurance provided to the Owner, and subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents at the rates provided in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 .

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Unavoidable sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay. Owner will pay the fee for the building permit directly or reimburse Construction Manager, should the Construction Manager pay for the building permit to reduce wait time of permit receipt. Construction Manager shall be responsible for all other permits and associated fees and assessments.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of the Construction Manager's site office, including general office equipment and supplies. Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Intentionally deleted

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

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§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, including automobile allowance and cell phone.

§ 7.6.12 General Project close-out costs, including but not limited to demobilization, punch list, operation and maintenance manual, and as-built drawing costs.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize or reject the transaction within 10 days of notice from the Construction Manager, then Owner shall be deemed to have consented to the transaction.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

- .9 Costs for services incurred during the Preconstruction Phase, above and beyond what has been agreed upon.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

Owner shall be afforded access to the Construction Manager's record books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement during the project and for a period of three years after final payment. Any audit shall be performed by a qualified construction CPA selected by Owner and acceptable to Construction Manager, acting in the sole interest of the Owner. The cost of the audit shall be the sole responsibility of the Owner. All audit findings will be considered confidential and can only be disclosed between Owner, Owner's Auditor and Construction Manager unless the Auditor's findings result in a dispute which reasonably requires further disclosure. Otherwise, no disclosure of any audit findings will be allowed to any other party. Failure to provide such access within fourteen (14) calendar days of request therefore shall constitute a material default hereunder.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.1.1 Payments by the Owner to the Construction Manager will be in the form of a wire transfer of electronic funds.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The Construction Manager shall, during the last week of each month, meet with the Architect, Owner's Representative and Owner, and/or other parties designated by the Owner, to review and approve an itemized draft indicating the total estimated value of the Work completed through the end of the current calendar month including the value of all material and equipment suitable stored at the jobsite or other approved location. Such draft shall set for the dollar amounts of completion of each part of the Work, including a prorated share of the Construction Manager's Fee less applicable retention. The approved draft will then be formalized into an Application for Payment and will be submitted to the Owner for processing.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the fifth (5th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, or should the submitted Application for Payment require corrections, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives an approved Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit subcontractor lien waivers, proof of payment to subcontractors for amounts submitted under previous pay applications, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. The Owner acknowledges there is only a single Guaranteed Maximum Price that applies to the entirety of the Work. The Construction Manager may in its discretion reallocate any portion of the GMP among the various items in the schedule of values, including Contingency, and neither the Owner or Architect may deny payment to the Construction Manager on the basis that such payment would cause an item in the schedule of values to be exceeded.

§ 11.1.5.3 Prior to the Construction Manager allocating costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and Owner for prior approval, which shall not be unreasonably withheld.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by the subcontractor invoices, actual costs incurred for general conditions (Division 1) and all actual cost of

- work, which shall be evidenced by supporting documentation to match the amount being billed against the approved schedule of values. All costs incurred and billed on the schedule of values shall be verified and approved by Construction Manager prior to submitting to Owner and Architect for review and payment;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
 - .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

TBD

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

If the Owner finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

For any scopes of work remaining on the punch list.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by qualified auditors who are mutually acceptable to the Owner and Contractor, but acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment, along with final subcontractor conditional lien waivers; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2; and
- .4 The Architect has confirmed that all items identified on the punch list have been completed and has provided written approval/sign-off;
- .5 All as-built drawings and operations and maintenance manuals and warranties have been reviewed and approved by Architect and Owner Representative and have been delivered to the Owner;
- .6 Construction Manager has provided consent of surety; and
- .7 Notification of final settlement is advertised in two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Colorado Revised Statute §38-26-107. The Owner shall withhold from all payments to Construction Manager sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by Construction Manager or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by Construction Manager or the subcontractor, all in accordance with the provisions of Colorado Revised Statute §38-26-107.

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA

Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| 1.5% per month or 18% per annum % 0

ARTICLE 12 DISPUTE RESOLUTION

| *(Paragraphs deleted)*

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

| ☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

| ☒ Litigation in a court of competent jurisdiction

| ☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. [In the event of arbitration or litigation between the Owner and Construction Manager over this Agreement or this Project, the prevailing party in any dispute shall be entitled to recover its legal fees and expenses, including expert fees \(hereinafter "Fees"\), and any other costs allowable by law. For purposes of this Agreement, the prevailing party shall be determined utilizing the following method: \(a\) the claiming party is the prevailing party if it is awarded 80% or more of its claimed damages exclusive of costs, interests, and Fees; \(b\) the defending party is the prevailing party if the claiming party is awarded 20% or less of its claimed damages exclusive of costs, interest and Fees; and \(c\) neither party is the prevailing party and each party shall bear its own Fees if the claiming party is awarded greater](#)

than 20%, but less than 80%, of its claimed damages exclusive of costs, interest and Fees. The trier of fact shall utilize this method to determine the prevailing party regardless of the number of claims alleged by either party. Fees shall not include, however, costs incurred in mediation nor any mediator's fees and expenses.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1** Take the Cost of the Work (including retainage) incurred by the Construction Manager to the date of termination;
- .2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation for any equipment purchased by the Construction Manager for the Work that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2** Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3** Subtract the aggregate of previous payments made by the Owner; and
- .4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

NA

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

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User Notes:

(1781491055)

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand (\$ 500,000.00) each accident, five hundred thousand (\$ 500,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Owner's Representative as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1, which certificates shall provide that such insurance shall not be canceled or changed without at least thirty (30) days prior written notice to the Owner.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4

§ 14.5 Other provisions:

§ 14.5.1 Any written notices hereunder directed to Owner, the Owner's Representative or the Architect may be served to the Owner, Owner's Representative or the Architect by the means stated in 14.5.2 at:

Owner:
City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

Owner's Representative:
Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

Architect:
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205

Any notices directed hereunder to Construction Manager may be served on its Project Manager, Artaic Group in accordance with the requirements of Section 11.5.2.

§ 14.5.2 Construction Manager shall provide staffing at or exceeding the levels proposed during the Request for Qualifications and Proposal process and shall not change any personnel involved with the project or associated levels of commitment without prior written approval by the Owner.

§ 14.5.3 The Contractor acknowledges and agrees that it must comply with the Immigration Control Act of 1986.

§ 14.5.4 The Construction Manager will work in an "Open Book" and "collaborative process" with the entire team throughout the duration of the Project.

§ 14.5.5 Owner requested Alternates shall include adjustment for Fee based on dollar volume and General Conditions if and only if the Alternate substantively affects the schedule beyond the terms of this Agreement. Construction Managers Voluntary Alternates must include all related costs, including impacts to the design and Owner's other costs that may be a result of implementation.

§ 14.5.6 The Owner has retained Artaic Group as the Owners Representative. The Construction Manager shall fully cooperate with the Owner and the Owner's Representative.

§ 14.5.7 The Construction Manager shall:

§ 14.5.7.1 Prepare and update a look-ahead project schedule on a weekly basis until Substantial Completion and provide copies to the Owner, the Owner's Representative, and the Architect.

§ 14.5.7.2 Support value-engineering efforts to reduce costs and to identify reasonable equivalent materials and supplies.

§ 14.5.7.3 Participate in Project meetings conducted by the Architect or Owner's Representative and develop and distribute meeting minutes, as requested.

§ 14.5.8 Construction Manager will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this document.

§ 14.5.9 The Construction Manager shall maintain an accurate set of as-built drawings at the site. At the completion of the Work, the Construction Manager shall certify by signing on them that each of the as-built drawings and specifications are complete and accurate. No later than thirty (30) days after Substantial Completion of Owner's Work and prior to application for Final Payment, and as a condition to its approval by the Architect and Owner, the Construction Manager shall transfer the job site as-built drawings, arranged in proper order, indexed and certified as accurate to the Architect for transmittal to the Owner. The Construction Manager will not be responsible for transferring to the as-built documents any addenda, clarifications or changes documented by the consultants.

§ 14.5.10 If requested by the Owner, the Construction Manager will furnish Owner with sworn Construction Manager's statements, Construction Manager's affidavits and partial and final waivers of lien, in such form and content as Owner may require, in order to establish that the cost of all labor, services and materials furnished in connection with Owner's Work has been paid in full and to keep the Premises free from all liens and claims.

The Construction Manager shall, within sixty (60) days after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the Project, by reason of labor or materials provided for or about any or all of the Project. The Construction Manager shall defend, indemnify and hold the Owner harmless against and from any and all liability, claim of liability or expense (including but not limited to that of reasonable attorney's fees) incurred on account of any such lien or claim.

If the Construction Manager fails to pay such lien within sixty (60) days after it first becomes effective against the Project or known to the Construction Manager, whichever is later, then, in addition to any other right or remedy held by the Owner on account thereof, the Owner may (a) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings and/or (b) in any such event, compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgment in favor of the lienor with interest, costs and allowances. The Construction Manager shall reimburse the Owner promptly upon the Owner's demand therefor for any amount paid by the Owner to discharge any such lien and all expenses incurred by the Owner in connection therewith, together with interest thereon at a rate equal to four percent (4%) above the Prime Rate, per annum from the respective dates of the Owner's making such payments or incurring such expenses, until such payments or expenses, together with all interest accrued thereon, have been paid in full to the Owner. For purposes hereof, the Prime Rate" shall mean that (a) prime rate published by the Wall street Journal or successor newspaper from time to time, or (b) the highest rate permitted by applicable law.

§ 14.5.11 Construction Manager and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Construction Manager or Owner, unless (i) required by law, including to comply with lawful request under the Colorado Open Records Act C.R.S. §§24-72-201, et seq., as amended, and other applicable laws, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

§ 14.5.12 Construction Manager agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Owner's employees or use Owner's name in connection with any sales promotion or publicity event without the prior express written approval of Owner.

§ 14.5.13 Construction Manager agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations. Construction Manager shall also abide at all times by all applicable Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner's property. The Construction Manager shall at all times strictly enforce this prohibition among its own employees and its consultants and their employees.

§ 14.5.14 The Construction Manager shall include with every subcontract agreement the following language:
"Subcontractor binds itself to Construction Manager and Owner and is obligated to Construction Manager and Owner in the same manner and to the same extent that Construction Manager is bound and obligated to Owner under the Prime

Contract. All Rights which Owner may exercise and enforce against Construction Manager may be exercised and enforced by Owner against Subcontractor. In the event of any dispute between the Owner and Construction Manager, Subcontractor shall be bound by all decisions, directives, and interpretations and rulings of the Owner, including Owner's termination or suspension of Construction Manager."

§ 14.5.15 The parties agree expressly that the intent of the Contract Documents is to include in the Work to be performed by the Construction Manager all labor, materials and supplies, insurance, tools, equipment, licenses, taxes, transportation, and field surveying and other services and items necessary for the Project to be a complete and workable system as required for the satisfactory performance, execution and final completion of the Work. Matters not expressly included in the Contract Documents that are reasonably inferable from the Contract Documents shall be deemed included as part of the Work and the Construction Manager's responsibility.

§ 14.5.16 Construction Manager is responsible only for construction of the Project according to the Contract Documents. Construction Manager is not a licensed design professional and has no professional qualifications in architecture, structural, mechanical, electrical, civil or acoustical engineering. Any value engineering recommendations or alternate material suggestions by Construction Manager are subject to prior approval and acceptance by Owner and Architect.

§ 14.5.17 Construction Manager assumes the Core/Shell Building is constructed as recommended by the Soils Engineer employed by Owner to reduce the risk of damage from soil movement. Owner agrees to hold Construction Manager harmless from any claims for damages that may result from soil movement, as the building construction is not within Construction Manager's Scope of Work.

§ 14.5.18 It is the responsibility of the Owner to address all potential issues with adjoining property owners such as party lines, zero lot lines, site drainage, etc. before the commencement of construction. The Construction Manager specifically excludes costs resulting from issues with adjoining properties not caused by Construction Manager.

§ 14.5.19 The Parties acknowledge and agree that, due to current extraordinary circumstances and market demands, there is the potential for material cost increases and delays in deliveries of various construction materials. Because of the unpredictable nature of such material shortages, tariffs, price and schedule protection cannot be guaranteed for trades whose work includes these construction materials. The construction materials affected include, but are not limited to all steel-related products, all wood-related products, concrete, petroleum related products, etc. Unless noted otherwise, the Contractor has not included an escalation factor or contingency in the GMP or additional time in the schedule for these items. Contractor will use reasonable efforts to minimize any impacts, however, in the event the Cost of Work increases due to such material cost increase beyond Contractor's reasonable control, the Contract Sum shall be increased accordingly. In the event material (s) shortages impact the critical path schedule activities, Contractor is entitled to an extension of time and General Conditions, refer to 3.3.2.6.

§ 14.5.20 Due to partial funding by Pikes Peak Rural Transportation Authority, Construction Manager shall comply with and sign Exhibit G – PPRTA Funded Projects Special Provisions dated August 17, 2016.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5
- .6 Other Exhibits:
(Check all boxes that apply.)

Init.

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User Notes:

(1781491055)

Exhibit C – Tool & Rental Rates
Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits;
Exhibit E – Response to RFP 2025-006 dated March 17, 2025;
Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit G	PPRTA Funded Projects Special Provisions	August 17, 2016	2

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Jeff Pittman, President
Fransen Pittman Construction
9563 S. Kingston Court, STE 200
Englewood, CO 80112

(Printed name and title)

(Printed name and title)

Init.

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Additions and Deletions Report for

AIA® Document A133® – 2019

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PAGE 1

AGREEMENT made as of the 1st day of May in the year 2025

...

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

...

Fransen Pittman Construction
9563 S. Kingston Court, STE 200
Englewood, CO 80112
303-783-33900

...

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

The Architect:
(Name, legal status, address, and other information)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

The Owner's Representative:

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

The Owner's Representative shall be authorized to act on the Owner's behalf in relation to all matters designated to the Owner under this agreement unless otherwise noted.

PAGE 3

Per Exhibit D - RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 1 Restroom and Parking Lot** – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise requirement; construction of a new restroom structure outside of the floodplain; and creation of concrete plaza between the existing historic dance hall and new restroom structure. Schematic Design through Construction Administration and Closeout.
- **Phase 3 Vehicular Bridge and Old Man's Trail Closure** – raise the profile of Old Man's Trail to provide sufficient cover over the floodplain culverts and prevent overtopping. Schematic Design only, to allow for cost estimating. Pre-construction services covered in pre-construction fee below as lump sum of (6) months of pre-construction services.
- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from Manitou Ave; new vehicular bridge in conjunction with closure of Old Man's Trail; new pedestrian bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site. Schematic Design only, to allow for cost estimating. Pre-construction services covered in pre-construction fee below as lump sum of (6) months of pre-construction services.

PAGE 4

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado

...

Phase 1 is anticipated to total approximately \$2,000,000 for hard (construction) costs .

...

Start Date: May 5th, 2025; Permit Issuance: October 2025

...

November 2025

...

May 1st, 2026

...

NA

...

NA

...

NA

PAGE 5

Erin Ringsred

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User Notes:

(1781491055)

City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

And

Artaic Group
David Senko, Project Manager
Telephone: (719) 396-5443
E-Mail Address: David.Senko@artaicgroup.com

...

PPRTA Representative - TBD

...

TBD

...

Under Architect

...

Construction Material Testing and Third Party Inspector (if needed).

...

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

PAGE 6

Jeff Pittman
6563 S. Kinston Court
Englewood, CO 80112
Email: jeffpittman@fransenpittman.com
Telephone: 720.724.0090

...

Refer to the attached Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

...

Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits;

Exhibit E – Response to RFP 2025-006 dated March 17, 2025;

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

PAGE 7

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed ~~concurrently~~-concurrently; provided, however, that the written agreement shall set forth a description of the limited Work to be performed by the Construction Manager, the time in which the Work is to be performed, method of compensation, any insurance and bond requirements for the Work, and a date on which the Contractor may terminate this Agreement pursuant to §13.1.1. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager shall be reasonably familiar with local building codes and requirements, and shall bring to the Owner's and Architect's attention any discrepancy or compliance issue Construction Manager suspects or becomes aware of during the course of the Project.

...

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. ~~The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, Services..~~ The Construction Manager does not warrant or guarantee estimates and schedules except ~~as may be those~~ included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

PAGE 8

§ 3.1.4.1 A Project Schedule shall be included and mutually agreed to between Owner, Architect and Construction Manager at the time of Exhibit A – Guaranteed Maximum Price Amendment.

...

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall promptly inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds or is anticipated to exceed the latest approved Project budget, and make recommendations for corrective ~~action~~-action in writing.

PAGE 9

The Construction Manager shall establish a process, to be reviewed and approved by the Owner, to qualify a list of local subcontractors and, subject to applicable law, will use its best efforts to provide those subcontractors opportunities to bid on Work associated with the Project. As working drawings and specifications are completed, Construction Manager will establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Construction Manager will prepare scope packages for each trade which clearly identify the bid scope, including general conditions items such as cleanup and safety. Construction Manager will review scope packages with the Owner and Architect prior to issuing same to subcontractors. For those trades in which the Construction Manager has the qualified ability to self-perform the work, bids from the Construction Manager for self-performed work must be submitted to the Owner, Owner's Representative and Architect a minimum of 24 hours prior to bid deadline for subcontractors to be considered for award. Construction manager will analyze all bids and prepare; (1) a bid matrix and scoring method, (2) written bid analysis, (3) review bids and bid analysis with the Owner and Architect, (4) make recommendations for contract awards, and (5) award subcontracts.

The subcontractor selected for an award will be the subcontractor whose bid, as presented in the response to the bidding documents, is the most advantageous to the Owner, in Owner's sole discretion. The Owner is not bound to accept the lowest-priced bid if that proposal is not in the best interests of Owner as determined by Owner.

...

Collaboration with the Owner and Design Team; meeting attendance, including City Council meetings, community meetings; progress document reviews, estimating and pricing exercises in addition to milestone cost estimates; value analysis for cost-saving and value enhancements; competitively bidding all work and setting the guaranteed maximum price; establishing a detailed construction schedule identifying long lead items and critical path activities; instituting and managing the submittal process.

PAGE 10

- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; based in the form of a Baseline Schedule to be accepted by the Owner, and provided in Microsoft Project Scheduling software file format and

...

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a ~~contingency for the Construction Manager's exclusive contingency~~, in an amount to be accepted and approved by the Owner, for the Construction Manager's use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.4.1 Under no circumstances is the contingency to be used by the Owner for increases in the scope, quality or quantity of the Work without prior approval from the Construction Manager; nor by the Construction Manager for correcting nonconforming Work; Work items discovered during the Construction Phase not to be coordinated among the Subcontractor's scope of work due to an oversight of the Construction Manager; or similar Construction Manager's errors or omissions without approval from the Owner. The contingency is intended to cover minor design conflicts not reasonably inferable from the Contract Documents and construction conflicts in the field, as well as any bidding errors, as required to execute the scope outlined in this Agreement. It is not intended to cover and shall not cover scope changes made by the Owner, code or permit changes, Construction Manager self-performed work, General Conditions, contractor rework, defective work or warranty work, unforeseen conditions, cost increases caused by lack of coordination or communication with subcontractors, or to contract with subcontractors who should have been engaged during the bidding process to carry out the Work.

§ 3.2.4.1 Construction Manager's access to the contingency shall be approved in writing on a per instance basis by the Owner if it complies with the above requirements, such approval not to be unreasonably withheld. Prior to utilizing the contingency, Construction Manager shall provide Owner with detailed documentation of the Work affected and the basis for any increases in cost. Construction Manager shall provide Owner with written monthly updates on the status of the contingency.

§ 3.2.5 The Construction Manager and applicable subcontractors as deemed appropriate by the Owner and Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. proposal or portions thereof. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

...

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs; parties agree otherwise in writing.

PAGE 11

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase: the Construction Manager receives a construction building permit from the applicable jurisdictional authority and a written Notice to Proceed from the Owner.

§ 3.3.1.2 The Construction Phase shall commence ~~upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties.~~ The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment. within ten (10) calendar days after completion of all of the following:

- .1 Owner's approval of the total Cost of the Work and Guaranteed Maximum Price proposal;
- .2 Owner furnishing evidence of ability to finance the entire Cost of the Work;
- .3 Procurement of a complete and final Building Permit and other permits necessary for the commencement and continuity of construction operations; and
- .4 Issuance of a Notice to Proceed.

...

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. During the Construction Phase meetings shall be held weekly with the Owner and Architect or at a frequency mutually agreeable to the Owner and Construction Manager based on reasonably appropriate to the phase of Construction. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 ~~Upon~~ In conjunction with the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017. The construction schedule shall be incorporated into the Guaranteed Maximum Price proposal and must show a reasonable critical path in adequate detail to track the detail of every critical and major element of the Project. The Construction Phase of the schedule must also incorporate the sequencing and interrelationship between each of the trades. Under no circumstance shall the Date of Final Completion be adjusted without an executed Change Order.

...

The Construction Manager shall keep, and make available with reasonable promptness to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

...

§ 3.3.2.6 Project Scheduling and Reporting

§ 3.3.2.6.1 Construction Manager shall carry out the Work in accordance with the Project Schedule which shall be incorporated into Exhibit A – Guaranteed Maximum Price Amendment so as to ensure Final Completion of the Project. "Final Completion" of the Project under this Agreement shall mean 100% completion of each and every element of the Work in conformity with the Contract Documents. The term "Date of Final Completion" shall mean the date on which Final Completion is achieved as certified by the Architect.

§ 3.3.2.6.2 Construction Manager and Owner, as deemed necessary by the Owner, shall also hold monthly meetings at the Site (or at another location reasonably acceptable to Owner and Construction Manager) throughout construction of the Project to thoroughly discuss the progress of the Work, and such meetings shall be attended by Construction Manager's Representative, by Owner's Representative, and by such additional representatives of each party as they deem necessary or appropriate.

§ 3.3.2.6.3 Construction Manager shall prepare and submit, with each monthly application for payment, a schedule for the execution of the Work for Owner's review and response. The schedule shall contain detail appropriate for the

Project, including (1) the effective date of the Contract, (2) key milestones for project submittals, (3) the date of commencement of the Work, (4) interim schedule milestone dates, (5) an apportionment of the Work by construction activity; and (6) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Project. The Owner may also request at intervals throughout the Project an updated schedule in the native file format from Microsoft Project.

§ 3.3.2.6.4 The Construction Manager shall also prepare a three- (3-) week look ahead schedule each week for review with the Owner, focusing on the in-depth detail of the upcoming weeks activities in a manner that reflects the planned day-to-day activities.

PAGE 12

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise reasonable diligence and critical judgment in the review of such information, reports, surveys, drawings and tests prior to proceeding with any work or activity based upon the same, and shall exercise proper precautions relating to the safe performance of the Work.

PAGE 13

§ 4.1.4.3 The Owner, when such services are reasonable, necessary, and requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

...

§ 4.1.6 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

...

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall seek prompt approval or authorization from the Owner and render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

...

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

...

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

PAGE 14

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

1.5% per month and 18% per annum % 0

...

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

...

For additive changes to the Guaranteed Maximum Price as established in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 will be increased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price. For deductive changes to the Guaranteed Maximum Price as established in Exhibit F, Construction Manager's Fee will be decreased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price

...

Twelve Percent (12%)

§ 6.1.5 ~~Rental rates for Construction Manager-owned equipment shall not exceed —percent (—%) of the standard rental rate paid at the place of the Project.~~Manager-provided equipment has been provided in Exhibit C – Tool & Rental Rates.

...

Owner and Contractor agree that it would be impractical and extremely difficult to estimate the damages, including, but not limited to indirect, incidental, special and consequential damages, which Owner might suffer if the Contractor fails to achieve Substantial Completion within the Contract Time. Therefore, Owner and Contractor have determined and agree that fair and reasonable compensation for the damages Owner may suffer if Contractor fails to achieve Substantial Completion within fourteen (14) calendar days of the Contract Time is Five Hundred Dollars (\$500.00) per day, and Construction Manager agrees to pay the said amount for each day after the expiration of the Contract Time until such time as the Work is Substantially Completed. Such amounts ("Liquidated Damages") shall be Owner's sole and exclusive remedy, and not as a penalty, for Contractor's failure to achieve Substantial Completion within the Contract Time.

...

All savings below the Guaranteed Maximum Price shall remain with the Owner. No change in the Work or the materials or labor utilized in connection therewith shall be the basis for an addition to the Guaranteed Maximum Price or the Construction Manager's Maximum Fees unless and until same has been authorized and approved in writing by the Owner, which approval shall not be unreasonably withheld.

PAGE 15

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. The Guaranteed Maximum Price shall be determined when Design Development documents are 100% complete and approved by Owner and made part of this Agreement by written amendment hereto. Construction Manager does not guarantee any specific line item estimate provided within the Guaranteed Maximum Price with the right to reallocate, refer to 11.1.5.2.

...

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. Changes in the Work shall not be the basis of an addition to the Guaranteed Maximum Price, Project Schedule, or the Construction Manager's Fee unless and until such change has been approved and authorized by a Change Order executed and issued in accordance with the Contract Documents.

...

§ 7.1.1 The term Cost of the Work shall mean costs necessarily and actually incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through ~~7.7.7.7~~, as modified by Exhibit A – Guaranteed Maximum Price Amendment Should there be a conflict between the terms describing the Cost of the Work and Exhibit A – Guaranteed Maximum Price Amendment, Exhibit A – Guaranteed Maximum Price Amendment shall prevail.

...

§ 7.1.4 Contractor's General Conditions Costs are defined as those costs that are itemized and identified in Exhibit A Guaranteed Maximum Price Amendment.

§ 7.2.1 ~~Wages or salaries of Labor rates for construction workers~~ directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 ~~Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval~~ administrative, but only for that portion of time required for the Work, regardless of where the personnel are stationed, at rates set forth in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 .

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Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

§ 7.2.3 ~~Wages and salaries of Labor Rates for the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~ Work, at rates set forth in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 .

...

§ 7.2.5 ~~If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts ~~and this Agreement~~ properly entered into under this Agreement.

§ 7.3.1 Construction Manager reserves the right to self-perform work typically performed by Subcontractors on a negotiated lump sum basis. The costs of such self-performed Work shall be treated as a Subcontract Cost for purposes of applications for payment and for calculating Construction Manager's fee and shall be included within the contract Guaranteed Maximum Price. Refer to 3.1.11.2

...

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall be properly placed and stored by Construction Manager at a location designated by the Owner, and shall become the Owner's property at the completion of the Work

or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

...

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. ~~Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item for Construction Manager-provided equipment has been provided in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 .~~

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§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with adequate insurance coverage evidenced by a certificate of insurance provided to the Owner, and subject to the Owner's prior approval.

...

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents ~~that can be directly attributed to this Contract~~ at the rates provided in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4 .

...

§ 7.6.2 ~~Sales, Unavoidable sales,~~ use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay. Owner will pay the fee for the building permit directly or reimburse Construction Manager, should the Construction Manager pay for the building permit to reduce wait time of permit receipt. Construction Manager shall be responsible for all other permits and associated fees and assessments.

...

§ 7.6.7 Costs of the Construction Manager's site office, including general office equipment and supplies. Costs of document reproductions and delivery charges.

...

§ 7.6.9 ~~Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~ Intentionally deleted

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§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the ~~Work.~~ Work, including automobile allowance and cell phone.

§ 7.6.12 General Project close-out costs, including but not limited to demobilization, punch list, operation and maintenance manual, and as-built drawing costs.

...

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

...

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, Owner, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. or reject the transaction within 10 days of notice from the Construction Manager, then Owner shall be deemed to have consented to the transaction.

PAGE 19

- .9** Costs for services incurred during the Preconstruction Phase. Phase, above and beyond what has been agreed upon.

...

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records. Owner shall be afforded access to the Construction Manager's record books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement during the project and for a period of three years after final payment, or for such longer period as may be required by law. Any audit shall be performed by a qualified construction CPA selected by Owner and acceptable to Construction Manager, acting in the sole interest of the Owner. The cost of the audit shall be the sole responsibility of the Owner. All audit findings will be considered confidential and can only be disclosed between Owner, Owner's Auditor and Construction Manager unless the Auditor's findings result in a dispute which reasonably requires further disclosure. Otherwise, no disclosure of any audit findings will be allowed to any other party. Failure to provide such access within fourteen (14) calendar days of request therefore shall constitute a material default hereunder.

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§ 11.1.1.1 Payments by the Owner to the Construction Manager will be in the form of a wire transfer of electronic funds.

The Construction Manager shall, during the last week of each month, meet with the Architect, Owner's Representative and Owner, and/or other parties designated by the Owner, to review and approve an itemized draft indicating the total estimated value of the Work completed through the end of the current calendar month including the value of all material and equipment suitable stored at the jobsite or other approved location. Such draft shall set for the dollar amounts of completion of each part of the Work, including a prorated share of the Construction Manager's Fee less applicable retention. The approved draft will then be formalized into an Application for Payment and will be submitted to the Owner for processing.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the fifth (5th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, or should the submitted Application for Payment require corrections, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives ~~the~~an approved Application for Payment.

...

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit ~~payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, subcontractor lien waivers, proof of payment to subcontractors for amounts submitted under previous pay applications,~~ and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

...

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. The Owner acknowledges there is only a single Guaranteed Maximum Price that applies to the entirety of the Work. The Construction Manager may in its discretion reallocate any portion of the GMP among the various items in the schedule of values, including Contingency, and neither the Owner or Architect may deny payment to the Construction Manager on the basis that such payment would cause an item in the schedule of values to be exceeded.

§ 11.1.5.3 ~~When Prior to~~ the Construction Manager ~~allocates allocating~~ costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the ~~Architect~~Architect and Owner for prior approval, which shall not be unreasonably withheld.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) ~~the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values completed.~~

...

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by ~~multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;~~ the subcontractor invoices, actual costs incurred for general conditions (Division 1) and all actual cost of work, which shall be evidenced by supporting documentation to match the amount being billed against the approved schedule of values. All costs incurred and billed on the schedule of values shall be verified and approved by Construction Manager prior to submitting to Owner and Architect for review and payment;

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5%

...

TBD

...

If the Owner finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

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For any scopes of work remaining on the punch list.

...

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by ~~the Owner's auditors~~ qualified auditors who are mutually acceptable to the Owner and Contractor, but acting in the sole interest of the Owner.

...

- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; Payment, along with final subcontractor conditional lien waivers; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2, 11.2.2.2; and
- .4 The Architect has confirmed that all items identified on the punch list have been completed and has provided written approval/sign-off;
- .5 All as-built drawings and operations and maintenance manuals and warranties have been reviewed and approved by Architect and Owner Representative and have been delivered to the Owner;
- .6 Construction Manager has provided consent of surety; and
- .7 Notification of final settlement is advertised in two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Colorado Revised Statute §38-26-107. The Owner shall withhold from all payments to Construction Manager sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by Construction Manager or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by Construction Manager or the subcontractor, all in accordance with the provisions of Colorado Revised Statute §38-26-107.

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1.5% per month or 18% per annum % 0

...

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

...

[☒] Litigation in a court of competent jurisdiction

...

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event of arbitration or litigation between the Owner and Construction Manager over this Agreement or this Project, the prevailing party in any dispute shall be entitled to recover its legal fees and expenses, including expert fees (hereinafter "Fees"), and any other costs allowable by law. For purposes of this Agreement, the prevailing party shall be determined utilizing the following method: (a) the claiming party is the prevailing party if it is awarded 80% or more of its claimed damages exclusive of costs, interests, and Fees; (b) the defending party is the prevailing party if the claiming party is awarded 20% or less of its claimed damages exclusive of costs, interest and Fees; and (c) neither party is the prevailing party and each party shall bear its own Fees if the claiming party is awarded greater than 20%, but less than 80%, of its claimed damages exclusive of costs, interest and Fees. The trier of fact shall utilize this method to determine the prevailing party regardless of the number of claims alleged by either party. Fees shall not include, however, costs incurred in mediation nor any mediator’s fees and expenses.

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- .1 Take the Cost of the Work (including retainage) incurred by the Construction Manager to the date of termination;

...

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, ~~either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager~~ compensation for any equipment purchased by the Construction Manager for the Work that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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NA
PAGE 26

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand (\$ 500,000.00) each accident, five hundred thousand (\$ 500,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

...

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner and Owner's Representative as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.4-14.3.1.6, which certificates shall provide that such insurance shall not be canceled or changed without at least thirty (30) days prior written notice to the Owner.

...

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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§ 14.5.1 Any written notices hereunder directed to Owner, the Owner's Representative or the Architect may be served to the Owner, Owner's Representative or the Architect by the means stated in 14.5.2 at:

Owner:

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

Owner's Representative:

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

Architect:

Davis Partnership Architects

2901 Blake St, Suite 100
Denver, CO 80205

Any notices directed hereunder to Construction Manager may be served on its Project Manager, Artaic Group in accordance with the requirements of Section 11.5.2.

§ 14.5.2 Construction Manager shall provide staffing at or exceeding the levels proposed during the Request for Qualifications and Proposal process and shall not change any personnel involved with the project or associated levels of commitment without prior written approval by the Owner.

§ 14.5.3 The Contractor acknowledges and agrees that it must comply with the Immigration Control Act of 1986.

§ 14.5.4 The Construction Manager will work in an "Open Book" and "collaborative process" with the entire team throughout the duration of the Project.

§ 14.5.5 Owner requested Alternates shall include adjustment for Fee based on dollar volume and General Conditions if and only if the Alternate substantively affects the schedule beyond the terms of this Agreement. Construction Managers Voluntary Alternates must include all related costs, including impacts to the design and Owner's other costs that may be a result of implementation.

§ 14.5.6 The Owner has retained Artaic Group as the Owners Representative. The Construction Manager shall fully cooperate with the Owner and the Owner's Representative.

§ 14.5.7 The Construction Manager shall:

§ 14.5.7.1 Prepare and update a look-ahead project schedule on a weekly basis until Substantial Completion and provide copies to the Owner, the Owner's Representative, and the Architect.

§ 14.5.7.2 Support value-engineering efforts to reduce costs and to identify reasonable equivalent materials and supplies.

§ 14.5.7.3 Participate in Project meetings conducted by the Architect or Owner's Representative and develop and distribute meeting minutes, as requested.

§ 14.5.8 Construction Manager will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this document.

§ 14.5.9 The Construction Manager shall maintain an accurate set of as-built drawings at the site. At the completion of the Work, the Construction Manager shall certify by signing on them that each of the as-built drawings and specifications are complete and accurate. No later than thirty (30) days after Substantial Completion of Owner's Work and prior to application for Final Payment, and as a condition to its approval by the Architect and Owner, the Construction Manager shall transfer the job site as-built drawings, arranged in proper order, indexed and certified as accurate to the Architect for transmittal to the Owner. The Construction Manager will not be responsible for transferring to the as-built documents any addenda, clarifications or changes documented by the consultants.

§ 14.5.10 If requested by the Owner, the Construction Manager will furnish Owner with sworn Construction Manager's statements, Construction Manager's affidavits and partial and final waivers of lien, in such form and content as Owner may require, in order to establish that the cost of all labor, services and materials furnished in connection with Owner's Work has been paid in full and to keep the Premises free from all liens and claims.

The Construction Manager shall, within sixty (60) days after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the Project, by reason of labor or materials provided for or about any or all of the Project. The Construction Manager shall defend, indemnify and hold the Owner harmless against and from any and all liability, claim of liability or expense (including but not limited to that of reasonable attorney's fees) incurred on account of any such lien or claim.

If the Construction Manager fails to pay such lien within sixty (60) days after it first becomes effective against the Project or known to the Construction Manager, whichever is later, then, in addition to any other right or remedy held

by the Owner on account thereof, the Owner may (a) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings and/or (b) in any such event, compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgment in favor of the lienor with interest, costs and allowances. The Construction Manager shall reimburse the Owner promptly upon the Owner's demand therefor for any amount paid by the Owner to discharge any such lien and all expenses incurred by the Owner in connection therewith, together with interest thereon at a rate equal to four percent (4%) above the Prime Rate, per annum from the respective dates of the Owner's making such payments or incurring such expenses, until such payments or expenses, together with all interest accrued thereon, have been paid in full to the Owner. For purposes hereof, the Prime Rate" shall mean that (a) prime rate published by the Wall street Journal or successor newspaper from time to time, or (b) the highest rate permitted by applicable law.

§ 14.5.11 Construction Manager and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Construction Manager or Owner, unless (i) required by law, including to comply with lawful request under the Colorado Open Records Act C.R.S. §§24-72-201, et seq., as amended, and other applicable laws, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

§ 14.5.12 Construction Manager agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Owner's employees or use Owner's name in connection with any sales promotion or publicity event without the prior express written approval of Owner.

§ 14.5.13 Construction Manager agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations. Construction Manager shall also abide at all times by all applicable Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner's property. The Construction Manager shall at all times strictly enforce this prohibition among its own employees and its consultants and their employees.

§ 14.5.14 The Construction Manager shall include with every subcontract agreement the following language: "Subcontractor binds itself to Construction Manager and Owner and is obligated to Construction Manager and Owner in the same manner and to the same extent that Construction Manager is bound and obligated to Owner under the Prime Contract. All Rights which Owner may exercise and enforce against Construction Manager may be exercised and enforced by Owner against Subcontractor. In the event of any dispute between the Owner and Construction Manager, Subcontractor shall be bound by all decisions, directives, and interpretations and rulings of the Owner, including Owner's termination or suspension of Construction Manager."

§ 14.5.15 The parties agree expressly that the intent of the Contract Documents is to include in the Work to be performed by the Construction Manager all labor, materials and supplies, insurance, tools, equipment, licenses, taxes, transportation, and field surveying and other services and items necessary for the Project to be a complete and workable system as required for the satisfactory performance, execution and final completion of the Work. Matters not expressly included in the Contract Documents that are reasonably inferable from the Contract Documents shall be deemed included as part of the Work and the Construction Manager's responsibility.

§ 14.5.16 Construction Manager is responsible only for construction of the Project according to the Contract Documents. Construction Manager is not a licensed design professional and has no professional qualifications in architecture, structural, mechanical, electrical, civil or acoustical engineering. Any value engineering recommendations or alternate material suggestions by Construction Manager are subject to prior approval and acceptance by Owner and Architect.

§ 14.5.17 Construction Manager assumes the Core/Shell Building is constructed as recommended by the Soils Engineer employed by Owner to reduce the risk of damage from soil movement. Owner agrees to hold Construction Manager harmless from any claims for damages that may result from soil movement, as the building construction is not within Construction Manager's Scope of Work.

§ 14.5.18 It is the responsibility of the Owner to address all potential issues with adjoining property owners such as party lines, zero lot lines, site drainage, etc. before the commencement of construction. The Construction Manager specifically excludes costs resulting from issues with adjoining properties not caused by Construction Manager.

§ 14.5.19 The Parties acknowledge and agree that, due to current extraordinary circumstances and market demands, there is the potential for material cost increases and delays in deliveries of various construction materials. Because of the unpredictable nature of such material shortages, tariffs, price and schedule protection cannot be guaranteed for trades whose work includes these construction materials. The construction materials affected include, but are not limited to all steel-related products, all wood-related products, concrete, petroleum related products, etc. Unless noted otherwise, the Contractor has not included an escalation factor or contingency in the GMP or additional time in the schedule for these items. Contractor will use reasonable efforts to minimize any impacts, however, in the event the Cost of Work increases due to such material cost increase beyond Contractor's reasonable control, the Contract Sum shall be increased accordingly. In the event material (s) shortages impact the critical path schedule activities, Contractor is entitled to an extension of time and General Conditions, refer to 3.3.2.6.

§ 14.5.20 Due to partial funding by Pikes Peak Rural Transportation Authority, Construction Manager shall comply with and sign Exhibit G – PPRTA Funded Projects Special Provisions dated August 17, 2016.

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.5 Building Information Modeling Exhibit, if completed:

PAGE 30

☐ — AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below: Exhibit C – Tool & Rental Rates
(Insert the date of the E234-2019 incorporated into this Agreement.) Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits;
Exhibit E – Response to RFP 2025-006 dated March 17, 2025;
Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phases 1, 3 & 4

☒ Supplementary and other Conditions of the Contract:

...

Exhibit G

PPRTA Funded Projects August 17, 2
Special Provisions 2016

...

Jeff Pittman, President
Fransen Pittman Construction
9563 S. Kingston Court, STE 200
Englewood, CO 80112

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:22:09 ET on 05/02/2025 under Order No. 2114477295 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Air Compressor - 175-185 CFM Diesel	\$	1,850.00
Air Compressor - 375 CFM Diesel	\$	3,250.00
Air Compressor - Electric, Port	\$	650.00
Air Compressor, Pancake	\$	105.00
Air Conditioner 1 Ton Portable w/Heat 120V	\$	2,028.00
Air Monitor	\$	290.00
Appliance Dolly	\$	160.00
Auger	\$	859.00
Backhoe Loader	\$	5,603.00
Barrier Picker/Clamp -12000 Lb	\$	927.00
Blower - Backpack	\$	500.00
Body Harness Kit	\$	275.00
Boom - 30' Electric	\$	3,675.00
Boom - 40' Electric	\$	5,040.00
Boom - 60-66' Electric Straight w/Jib	\$	5,750.00
Boom - 40'-45' Straight - Dsl, 4Wd	\$	4,600.00
Boom - 60'-65' Straight - Dsl, 4Wd	\$	5,250.00
Boom - 85'-85' Straight - Dsl, 4Wd	\$	9,765.00
Boom - 125' Straight - Dsl, 4Wd	\$	16,800.00
Boom - 45' Articulated - Dsl, 4Wd	\$	4,750.00
Boom - 50' Articulated - Towable	\$	4,750.00
Boom - 60' Articulated - Dsl	\$	5,500.00
Boom - 80-85' Articulated w/Jib Dsl	\$	9,765.00
Boom - 50-59' Compact Crawler Lift - Battery	\$	12,500.00
Breaker - Pneumatic	\$	845.00
Breaker - Electric, 40 Lb	\$	785.00
Breaker - Electric, 60 Lb	\$	1,200.00
Brush Cutter 24"	\$	1,000.00
Builders Level	\$	375.00
Bull Float	\$	390.00
Compact Track Loader	\$	4,634.00
Compaction Wheel - 18" Backhoe	\$	1,800.00
Compaction Wheel - 24" Backhoe	\$	1,900.00
Compaction Wheel - 24", 200 Cla	\$	3,100.00
Concrete Bucket	\$	1,350.00
Concrete Mixer - Gas, 6 Cubic Ft	\$	1,400.00
Concrete Vibrator - 2.3 HP	\$	850.00
Concrete Vibrator - Electric	\$	850.00
Conex - 20' STORAGE	\$	340.00
Core Drill	\$	865.00
Data Vault	\$	330.00
Delivery Vehicle - daily rate	\$	270.00

**FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST**

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description	Monthly Rates
Demo Hammer	\$ 970.00
Door & Hardware Vehicle - daily rate	\$ 89.77
Door Cart	\$ 150.00
Door Protector	\$ 50.00
Drill Press	\$ 1,150.00
Drywall Cart	\$ 750.00
Fan - 24"	\$ 850.00
Fan - 36"	\$ 900.00
Fan - 42"	\$ 1,050.00
Fan - Carpet	\$ 400.00
Fan - Confined Space Blower, 8"	\$ 750.00
Fire Extinguisher - 5 Lb	\$ 42.00
Fire Extinguisher - 10 Lb	\$ 60.00
Floor Buffer	\$ 1,500.00
Floor Scraper	\$ 8,950.00
Forklift - 5,000 Lb	\$ 2,100.00
Forklift - Reach, 5,000 Lb, 19	\$ 3,555.00
Forklift - Reach, 6,000 Lb, 42	\$ 4,702.00
Forklift - Reach, 8,000 Lb, 44	\$ 4,780.00
Forklift - Reach, 10,000 Lb, 54	\$ 6,040.00
Forklift - Reach, 12,000 Lb, 55	\$ 7,214.00
Forklift Attachment - Jib	\$ 800.00
Forklift Attachment-Trash Hopper	\$ 850.00
Forklift Trash Hopper	\$ 1,800.00
Fuel Cube - 50 Gallon	\$ 451.00
Fuel Cube - 100 Gallon	\$ 625.00
Fuel Cube - 500 Gallon	\$ 750.00
Gang Box - Small	\$ 3,500.00
Gangbox - Large	\$ 5,500.00
Generator - 5-10 KW	\$ 1,448.00
Generator - 20-59 KW - Towable	\$ 2,350.00
Generator - 90-120 KW - Towable	\$ 4,750.00
Grinder - Walk-Behind	\$ 3,950.00
Harrow	\$ 2,155.00
Heater - Convection 200K BTU	\$ 750.00
Heater - Forced Air 170K BTU	\$ 750.00
Heater - Forced Air 250K To 400K BTU	\$ 2,250.00
Heater - Forced Air 500K BTU	\$ 3,750.00
Heater - Indirect, 300,000 BTU	\$ 3,550.00
Heater - Indirect, 500,000 BTU	\$ 3,750.00
Heater - Indirect, 1,000,000 BTU	\$ 8,250.00
Heater - Towable 500,000 BTU	\$ 3,820.00

**FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST**

Last Updated: February 27, 2025
Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Heater - Towable 1,000,000 BTU	\$	8,250.00
Heater - Ground Thaw	\$	14,250.00
Hoist - Chain Fall	\$	734.00
Jackhammer	\$	878.00
Jamb Protector	\$	50.00
Ladder	\$	100.00
Lift - Self Prop & Pusharound 10'-30'	\$	1,100.00
Lift - Self Prop & Pusharound 40'	\$	1,800.00
Light Cart - 1,000 Watt	\$	1,300.00
Light Tower - 4000 Watt Diesel	\$	1,450.00
Man Lift	\$	975.00
Manometer-Pressure Recorder	\$	400.00
Material Lift - 24 - 26'	\$	950.00
Media Blaster	\$	1,500.00
Mini Ex Attachment - Bucket	\$	203.00
Mini Ex Attachment - Compactor	\$	2,500.00
Mini Excavator - 3000 - 4000Lb	\$	3,300.00
Mini Excavator - 6000 - 6790Lb	\$	3,500.00
Mini Excavator - 7000 - 7800 Lb	\$	4,500.00
Mini Excavator - 7500 - 11000 Lb	\$	5,000.00
Mini Excavator - 18000-19900Lb	\$	6,500.00
Motar Mixer - Gas, 9 Cubic Ft	\$	1,400.00
Nailer - Framing	\$	475.00
Negative Air Machine	\$	875.00
Office Trailer	\$	2,500.00
Pallet Jack	\$	743.00
Parapet Anchor	\$	216.00
Planer	\$	300.00
Plate Compactors	\$	2,000.00
Porto-Power/Chain Fall	\$	350.00
Power Buggy, 16 Cu. Ft.	\$	2,280.00
Pressure Washer - Cold	\$	1,500.00
Pressure Washer - Hot	\$	2,150.00
Project Engineer Vehicle	\$	1,100.00
Project Manager Vehicle	\$	1,700.00
Project Superintendent Vehicle	\$	1,700.00
Project Senior Superintendent Vehicle	\$	1,975.00
Pump - Hydrostat Test, 300 PSI	\$	1,500.00
Pump - Hydrostat Test, 500 PSI	\$	1,500.00
Pump - Hydrostat Test, 10K PSI	\$	2,750.00
Pump - Trash	\$	1,300.00
Pump - 2" Sump	\$	650.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description	Monthly Rates
Pump - Submersible 3/4" 110V Ele	\$ 450.00
Pump - Submersible 2" 110V Elec	\$ 650.00
Pump - Submersible 3" 110V Elec	\$ 900.00
Radio	\$ 115.00
Rammer	\$ 1,040.00
Raptor - License Reader	\$ 1,200.00
Rebar Bender/Cutter	\$ 450.00
Rebar Cutter, Electric	\$ 900.00
Roll-A-Lift -Pair - 6000 Lb	\$ 1,000.00
Roller - Kit, Machine Skates 8	\$ 675.00
Roller - Ride-On, 36"	\$ 2,576.00
Roller - Ride-On, SD, 47"	\$ 6,250.00
Roller - Ride-On, SD, 56"	\$ 6,751.00
Roller - Ride-On, SD, 66"	\$ 7,214.00
Roller - Ride-On, SD, 84"	\$ 9,443.00
Roller - Trench, Pad Foot, Dd,	\$ 3,200.00
Rotating Laser	\$ 1,183.00
Roust-A-Bout - 15', 1500Lb	\$ 2,076.00
Safety Vehicle - daily rate	\$ 77.27
Saw - Beam Saw	\$ 995.00
Saw - Chainsaw 14"	\$ 200.00
Saw - Chainsaw 18"	\$ 450.00
Saw - Chopsaw	\$ 390.00
Saw - Concrete Saw - W/B , Gas	\$ 1,134.00
Saw - Cut-Off Electric 14"	\$ 945.00
Saw - Demo Saw 14"	\$ 2,967.00
Saw - Mitre Saw 14"	\$ 390.00
Saw - Table Saw 10"	\$ 225.00
Scabbler - Pneumatic, 5 Head	\$ 3,500.00
Scaffold - 5'X5'X7'	\$ 862.00
Scaffold - Extension:4', Perry	\$ 400.00
Scaffold - Utility Package	\$ 608.00
Scarifier - Concrete, W/B, 8"	\$ 4,393.00
Scissor Lift - 12'-20' Electric	\$ 1,075.00
Scissor Lift - 26'-32' Electric	\$ 1,496.00
Scissor Lift - 40' Electric	\$ 2,468.00
Scissor Lift - 26'-33' 4WD	\$ 2,165.00
Scissor Lift - 40'-43' Electric or 4WD	\$ 2,468.00
Security System - Camera	\$ 853.00
Seeder	\$ 750.00
Sewer Scope	\$ 510.00
Shot Blaster, W/Vac And Magnet	\$ 5,500.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025
Monthly Rates Unless Indicated Otherwise

Description	Monthly Rates
Silt Fence Plow	\$ 650.00
Skidsteer Attachment - Auger	\$ 1,900.00
Skidsteer Attachment - Breaker	\$ 2,074.00
Skidsteer Attachment - Breaker 1000Lb	\$ 3,780.00
Skidsteer Attachment - Brush Mower 72"	\$ 2,143.00
Skidsteer Attachment - Dirt Scarifier	\$ 2,076.00
Skidsteer Attachment - Forks	\$ 650.00
Skidsteer Attachment - Grapple Bucket-66"	\$ 933.00
Skidsteer Attachment - Harrow Disc	\$ 2,155.00
Skidsteer Attachment - Hydraulic Breaker	\$ 5,000.00
Skidsteer Attachment - Post Dr	\$ 1,400.00
Skidsteer Attachment - Rock Bucket	\$ 821.00
Skidsteer Attachment - Seeder,W/Crimp 72"	\$ 2,155.00
Skidsteer Attachment - Snow Blade 84"	\$ 1,400.00
Skidsteer Attachment - Sweeper & Hopper	\$ 1,400.00
Skidsteer Attachment - Trencher, 48"	\$ 1,724.00
Skidsteer Loader - 1750 - 2200 Lb	\$ 3,150.00
Skidsteer Loader - 3200 Lb	\$ 4,017.00
Slab Grabber Rail System	\$ 66.00
Snowblower	\$ 350.00
Sprayer - Cure	\$ 130.00
Starlink System	\$ 86.00
Stick/ Wire Feeder	\$ 235.00
Storage Trailer - 40'	\$ 1,000.00
Storage Trailer - 45'	\$ 1,200.00
Surveyor Vehicle - daily rate	\$ 77.27
Tattle Tale (Alarm System)	\$ 350.00
Technology Fee	\$ 495.00
Temp Power Distribution Box	\$ 650.00
Temporary Fence Panels per Linear Foot	\$ 1.50
Temporary Lighting System	\$ 150.00
Temporary Lighting System-LED, Cordless	\$ 200.00
Theodolite / Digital Transit	\$ 455.00
Threader	\$ 2,155.00
Tile Stripper - W/B,110 V Elec	\$ 2,181.00
Torch - Oxygen/Acetylene	\$ 320.00
Total Station -Trimble	\$ 4,000.00
Tractor Diesel - 35 - 40 Hp	\$ 5,098.00
Tractor Loader-Landscape/Skip	\$ 4,843.00
Trackout Control Mats (FODS)	\$ 150.00
Trailer - Vacuum, 500 Gal	\$ 9,500.00
Trailer - Tilt	\$ 1,200.00

**FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST**

Last Updated: February 27, 2025
Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Trash Buggy		\$ 300.00
Trash Chute		\$ 190.00
Trash Chute - 30"X48"L Section		\$ 207.00
Trash Chute - Hopper		\$ 207.00
Trash Chute - Parapet Outrigger		\$ 176.00
Trencher - Ride-On 30-39Hp		\$ 3,550.00
Trencher - Walk Behind		\$ 1,995.00
Trimmer Mower - Walk Behind		\$ 717.00
Truck - Water 2,000 Gal		\$ 7,328.00
Truck - Dump Single Axle, 5 Yd		\$ 6,141.00
Two Wheel Dolly		\$ 95.00
Utility Cart		\$ 150.00
Utility Vehicle - 4X4		\$ 1,738.00
Warehouse Vehicle - daily rate		\$ 77.27
Warranty Vehicle - daily rate		\$ 340.00
Water Meter		\$ 1,653.00
Water Trailer - 500 Gallon		\$ 1,361.00
Weather Protection Blanket		\$ 90.00
Welders 180 Amp - Portable Gas		\$ 1,375.00
Wheel Loader - 1 Yd		\$ 6,034.00
Wheel Loader - 2 3/4 - 3 1/2 Yd		\$ 9,688.00

*These rates subject to adjustment at the beginning of every calendar quarter.
Makeup of bill rates not subject to audit.*



REQUEST FOR PROPOSALS (RFP)

2025-006

CITY OF MANITOU SPRINGS

Construction Manager/General Contractor Services for: Hiawatha Gardens Restoration and Design

**Published
February 18, 2025**

**606 Manitou Avenue
Manitou Springs, CO 80829**

Request for Proposals: RFP 2025-006

City Contact: Erin Ringsred, Planner and Project Manager

Email: eringsred@manitouspringsco.gov

Invitation

The City of Manitou Springs (the City) (Owner) hereby invites qualified firm(s) interested in providing Construction Manager/General Contractor (CM/GC) services to submit a response to this Request for Proposal (RFP) for professional pre-construction and construction services in support of the following project:

- Phases 1 & 2:
 - Phase 1 includes building a new restroom structure, a concrete plaza, and a new parking lot with various site improvements.
 - Phase 2 includes the restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain.
 - Design process to begin in April 2025 and anticipate permit drawings to be completed by end of year 2025.
- Phases 3 & 4:
 - Phase 3 includes a new vehicular bridge in conjunction with the closure of Old Man's Trail.
 - Phase 4 includes the renovation of the existing Chase Bank building into public restrooms and the creation of a transportation hub including repair/replacement of the existing parking lot to work with new site circulation.
 - Design process to begin in April 2025 and anticipate Construction Design drawings to be provided by early Fall 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.
 -

The Owner proposes to retain a highly qualified, capable firm(s) to act as the Architect throughout the planning, design, and construction of the complete project. The Architect and subconsultants will be expected to collaborate in a transparent and efficient manner with the City's Owner's Representative, Artaic Group.

All official communication with Candidates and questions regarding this RFP will be via email to the City Project Manager and Owners Representative at the delivery addresses listed below.

All Candidate inquiries will be responded to collectively prior to the "Clarification Deadline" in the schedule noted below. A clarification with replies to all questions will be emailed to all Candidates who have requested the RFP documents. Under no circumstances should candidates contact current consultant team members, or any individual associated with the Owner regarding this RFP or this project.

Schedule of Events

1. **RFP PUBLISHED:** February 18, 2025
2. **PRE-PROPOSAL SITE VISIT:** February 25, 2025 at 11:00 A.M (MT)
3. **DEADLINE FOR QUESTIONS:** February 28, 2025 4:00 P.M.
4. **FINAL ADDENDUM ISSUED:** March 6, 2025 5:00 P.M.
5. **RFP SUBMITTAL DEADLINE:** March 17, 2025 4:00 P.M. (via electronic submittal)
6. **SHORT-LISTED CANDIDATES NOTIFIED OF INTERVIEW:** March 21, 2025
7. **CONTRACT REVIEW PERIOD FOR SHORT-LISTED CANDIDATES:** March 28th, 2025
questions due to City by 5:00 pm.
8. **INTERVIEWS:** April 4th, 2025
9. **CANDIDATE NOTIFIED OF SELECTION:** No Later than April 8th 2025
10. **PROJECT Estimated SUBSTANTIAL COMPLETION:** Estimated Construction for Phase 1
begins October 2025 and is completed by March 2026

Pre-Proposal Site Visti:

A pre-proposal conference will be held on date and time identified above, at the City of Manitou Springs Hiawatha Gardens, 10 Old Mans Trail, Manitou Springs, CO 80829. The purpose of this pre-proposal conference is to discuss this Request for Proposals.

Questions Criterion/Submittal Requirements:

The City will only accept questions emailed to the City Contact(s). **No verbal questions or questions through any other means other than email will be accepted.** Emails containing questions must contain the RFP Title and RFP Number in the Subject line

Proposal Criterion/Submittal Requirements:

Proposals must be received no later than RFP Submittal Deadline and time identified above. *(Proposals received after this date and time will NOT be considered for award.)*

A signed Attachment A – Proposal Acknowledgement Form – must be included with submitted proposals.

The City will only accept proposals EMAILED to the City Contact(s). Emails containing proposals, or link to proposal, must contain the RFP Title and RFP Number in the Subject line. The body of the email must contain:

COMPANY NAME

RFP TITLE

RFP NUMBER

DUE DATE AND TIME

LINK TO PROPOSAL (if size of proposal exceeds email limitations).

Deliver responses via email to:

Ms. Erin Ringsred, Planner

Deliver 1 electronic copy (PDF Format) via email to: Erin Ringsred, City Project manager via email – eringsred@manitouspringsco.gov via email with a cc: to Lily.Brunk@artaicgroup.com (Owners Representative)

BACKGROUND AND HISTORY

Manitou Springs was founded in 1872 by Englishman Dr. William Bell and his business partner General William Palmer as a scenic health resort. The town was incorporated in 1876 and is now a home rule city of approximately 5,000 residents.

“Manitou,” a Native American word for “great spirit,” describes this beautiful mountain community. Eight naturally carbonated mineral spring fountains, located throughout this historic town, run free for all who wish to enjoy their healing benefits. The Ute, Cheyenne and other Native Americans considered this area sacred for its healing springs and clean mountain air.

The naturally occurring mineral springs have a rich history of giving and restoring health to people who traveled thousands of miles to be healed by the magical waters. Today, health and wellness continues to be a draw for residents and visitors who come to the area for its unparalleled quality of life and holistic, spiritually uplifting personality.

Manitou Springs is also a vibrant artisan community, home to world class art, music, theater, and sidewalk sculpture displays. The Historic District is lined with unique art galleries, one of a kind gift shops and trading posts with handcrafted Native American treasures. Manitou Springs is home to dozens of artists and art galleries. The City’s economy is primarily tourism-based, and also relies on recreation and leisure services. The community has a range of boards and commissions that help to plan for and implement key community projects and facilities.

The City is approximately 3.2 square miles in area, with over 150 historic structures, including 27 historic arch bridges. Many homes are over 100-years old, and the approximately 30 miles of streets serving these residences are often narrow and steep.

The Hiawatha Gardens complex is a historically significant structure that is in close proximity to the center of the city. The City purchased the property known as Hiawatha Gardens in 2016; the property contains a large area for parking and historic structures, part of which date to before 1900, which has had various uses over the years. The City has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way.

For additional information you are encouraged to visit our website at <https://www.manitouspringsco.gov/412/Hiawatha-Gardens>

PROJECT DESCRIPTION

The City of Manitou Springs is seeking proposals from qualified companies for this project. Hiawatha Gardens is located at 10 Old Man’s Trail in Manitou Springs. Due to the procurement guidelines for the City, this proposal includes the full scope for all project phases. Fees for the full scope will be requested as part of the interview process; however, the overall timing will follow the below project phasing.

Hiawatha Gardens is located at 10 Old Man’s Trail in Manitou Springs. Due to the procurement guidelines for the City, this proposal includes the full scope for all project phases. Fees for the full scope will be requested as part of the interview process; however, the overall timing will follow the below project phasing.

Phases 1 & 2:

- **Phase 1 Restroom and Parking Lot** – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise requirement; construction of a new restroom structure outside of the floodplain; and creation of a plaza between the existing historic dance hall and new restroom structure.
 - Pre-Construction is anticipated between April – November 2025 (Phase 1); Construction starts November 2025 with completion prior to April 1, 2026.
- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.
 - Pricing of construction drawings will be expected in Q3 2025 to allow for planning of project funding. Remaining Pre-Construction & Construction is anticipated in 2026.

Phases 3 & 4:

- **Phase 3 Vehicular Bridge and Old Man's Trail Closure** – design and permitting of a vehicular bridge over Fountain Creek on the east side 487 El Paso Boulevard and 466 Manitou Avenue. Closure of Old Man's Trail and integration into adjacent properties.
- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from Manitou Ave; new pedestrian bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site.
 - Pricing of Schematic Design Drawings will be expected in Q3 2025 to allow for planning of project funding. Remaining Pre-Construction & Construction is anticipated in 2027.

Work completed to date includes:

- Various community events and information sessions over the years as the City developed Concept Designs for the site, restroom amenities, and the future of the old dance hall.
- Architectural concept design drawings and narratives have been completed along with conceptual engineering recommendations and narratives. All documents are included in the Exhibits noted below.

Supporting Documents

Exhibits associated with this RFP:

- Exhibit A – Hiawatha Gardens and Chase Bank Phasing Map
- Exhibit B – Hiawatha Gardens Concept Design Drawings
- Exhibit C – Hiawatha Gardens Concept Narrative
- Exhibit D – Hiawatha Gardens Concept Floodplain, Site Drainage, and Grading

- Exhibit E – Hiawatha Gardens Concept Structural Design Narrative
- Exhibit F – Hiawatha Gardens Concept Electrical Design Narrative
- Exhibit G – Hiawatha Gardens Concept Mechanical Design Narrative
- Exhibit H – Hiawatha Gardens Ecological Characterization Study
- Exhibit I – Chase Bank Site Concept Drawings
- Exhibit J – Hiawatha Gardens and Chase Bank Preliminary Schedule

COMPANY SELECTION / QUALIFICATIONS

1. Selection of company will be based on the submitted proposal.
2. This is a qualifications-based selection process. Qualifications-Based Selection is a procurement process developed as a process for public agencies to use for the selection of architectural, engineering, and construction services for public construction projects. It is a competitive contract procurement process whereby consulting firms or contractors submit qualifications to a procuring entity who evaluates and selects the most qualified company, and then negotiates the project scope of work, schedule, budget, and fees.
3. Evaluation and Award are discussed herein, and the successful company should be aware that:
 - a. The successful team will demonstrate significant experience with similar projects.
 - b. Preference will be given to local teams (Colorado presence and experience preferred.)
4. The awarded company shall:
 - a. Enter into a contract with the City using the City's standard Services Agreement
 - b. Maintain required insurance coverage for the duration of the contract period as outlined in the contract.
 - c. Operate as an independent company and will not be considered employee(s) of the City of Manitou Springs.
 - d. Be paid on invoices as satisfactory work is completed.

ANTICIPATED SCOPE OF SERVICES

The CM/GC Scope of Work will generally consist of the requirements in the AIA A133-2019 contract and the following.

Preconstruction Services

All scopes of work shall be completed in a collaborative and transparent manner. The contractor shall immediately provide preconstruction services upon selection.

Collaboration

As part of the CM/GC process, the Contractor should commit to working together with the Owner, the Owner's Representative, and Design Team in a manner that achieves the project priorities, goals, and expectations.

Meeting Attendance

The Contractor should expect to attend Design Meetings, likely to be held in the evenings outside of normal business hours and in person. Attendance (likely virtual for most) at any pre-

construction meetings regarding sustainability, commissioning, and sub-consultant/engineering design progress will be required.

Progress Document Reviews & Estimating

The contractor shall anticipate ongoing pricing exercises to advise the designer on design decisions that do not fit within the project budget or schedule. In addition, milestone cost estimates will be provided at the conclusion of Schematic Design, 100% Design Development and 75% Construction Documents; with a detailed report in which cost comparisons are easily understood. Detailed estimate reporting will be required to be reviewed and approved before proceeding to the next level of design. Therefore, timely reporting will be essential.

Value Analysis & System Analysis

System Analysis for major building systems and Value Analysis for cost-saving or value enhancements will be required. A trend log, including potential alternates and value engineering, shall be managed, and communicated by the Contractor to the team members.

Constructability Reviews

The Contractor shall perform periodic constructability reviews during the design development phase through the construction document phase. These may include a construction review of construction assemblies, materials, lead time, architectural details, schedule impacts, sequencing, and site limitations.

Setting the Guaranteed Maximum Price (GMP)

All work shall be competitively bid for the project and presented to the owner for final acceptance of subcontractors. Contractors shall provide the team with any cost increases or decreases to select local subcontractors. The GMP shall include the total of all subcontracts, the CM/GC general conditions, fee, and construction contingency. Setting of GMP can be done at Permit Set of CDs, as mutually agreed by team.

Schedule

Contractor will coordinate with team members to establish a detailed construction schedule identifying long lead items and critical path activities.

Submittals

Contractor shall institute a reasonable submittal process in consultation with the Design Team; and facilitate timely reviews and responses. The Contractor will work with the Owner, Owner's Representative, and Design Team to plan an acceptable site staging and work plan.

CONSTRUCTION SERVICES

The Owner is seeking an experienced and qualified CM/GC to coordinate and manage the building process as a member of the project team. The Contractor shall understand construction methods and techniques. The Contractor shall construct the project in accordance with construction documents and specifications within the scheduled timeframe.

Site

The Contractor will provide supervision of all internal personnel and subcontractors including ensuring internal personnel and subcontractors on site have cleared background checks based on the Owner's criteria. The Contractor will ensure prohibited items by law are not brought onto property by those under the Contractor's responsibility. The Contractor is responsible for site safety. The Contractor will work with the Owner's selected construction material testing firm to provide appropriate notice of inspection requests.

Schedule

The Contractor shall manage the construction schedule and communicate the 3-week look ahead schedule every week and provide updated full project schedules monthly with each application for payment.

Budget

The Contractor is responsible for the construction budget and will provide weekly budget updates to the Owner, Owner's Representative, and Design Team. Pay applications will be provided per the contract in a timely fashion so that invoices may be submitted to the Owner for payment. A change order control system shall be provided to advise the team of potential added costs and shall be reviewed on a weekly basis.

Documentation

Maintain and provide the Owner with all construction related documentation such as RFI's, submittals, schedules, and inspections. Contractor shall fulfill contractor's responsibilities regarding actions, documentation, and submissions for the selected sustainability program. List the Project Management software that would be used.

Quality

Quality control is the CM/GC's responsibility. The Contractor shall provide a project completed with the highest quality workmanship. The Contractor will work with the Owner's selected commissioning agent and provide timely information as requested by this consultant.

Completion & Warranty

Close-out, system training and warranty services will be in accordance with contract documents. CM/GC will work with project team members to proactively and efficiently close out the project at completion and provide system training for the new facility. The contractor will provide warranty request process to the Owner and respond appropriately and timely to such requests. An 11-month warranty walk shall be included, along with warranty-related corrective work following the walk-through.

UTILITY COORDINATION

The CM/GC will be expected to assist in utility coordination with the various utility providers with assistance from the Owner's Representative and Design Team. The Contractor should be aware that all utilities will be served directly from each utility provider.

Project Team Members

The Owner intends to hire, or has already selected, the following professionals for the project team:

- Owner's Representative - Artaic Group
- Architect – TBD
- General Contractor – TBD
- Commissioning Agent – TBD
- Geotechnical Engineer & Construction Material Testing – TBD
- Environmental Engineer – TBD

Submittal Requirements and Checklist

Submittal shall respond to each item noted below. Please limit response information to relevant information only.

1. Cover Letter / Letter of Interest

2. Firm Information

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing project and staff numbers
- Location of main office, if different, and staff numbers
- Provide a statement for the maximum dollar value in which your firm can be bonded, and the amount currently bonded with a confirmation statement from your bonding company
- Provide your firm's EMR (Experience Modification Rating) history for the last five years
- Information on any claims or lawsuits your firm has had in the past five years
- Indicate if your firm is a small business, minority business, or disadvantaged business

3. Qualifications & Availability of Proposed Team

- Provide an organizational chart for your proposed team, including roles and responsibilities for each team member
- Provide resumes for all key team members
- Please note proposed key team members are expected to be involved throughout the life of the project and may not be changed without authorization from the Owner
- Given your current and planned workload - in a simple table - provide current availability and commitment to this project for each team member proposed as a percent (%) of full time (40 hours per week) availability through Design, Bidding, Construction and Closeout/Warranty
- Indicate what construction scopes are typically self-performed by your company

A sample table would look similar to the following:

Team Member, Role	Design	Bidding	Construction	Closeout
Jane Doe, Estimator	25%	25%	10%	5%
John Doe, Project Manager	30%	50%	50%	50%
Etc.	X%	X%	X%	X%

4. Similar Project Experience

Provide project profiles for up to five similar projects in progress or completed by your firm. Please include the following:

- Project Description to include type of project, brief description, project size, duration of project, delivery method, project similarities to this scope of work
- Value of Contract
- Owner and Architect contact information
- General Contractor's team members on the project
- Information if the project was delivered on time and on budget, and if not, why?

5. Schedule

Provide a project construction schedule that clearly identifies key milestones for the project.

6. Project Approach

- Provide your team's approach within the CM/GC delivery system.
 - Pre-Construction Phase: include information on how you handle estimating, value analysis, systems analysis, constructability reviews, etc.
 - Construction Phase: include information on how you handle CPM and short-interval scheduling, cost control and forecasting, change order management, punch list, training, and warranty.
- Describe your experience with Vehicular Bridge construction and highlight any challenges we should be aware of.
- Describe your experience with historic structures and describe your approach to historic projects.
- Describe your public engagement approach and demonstrate understanding of the City's Culture of Engagement
- Highlight key considerations for sustainable stormwater management during construction
- How do you approach project challenges such as the potential for being over budget, over schedule and still ensure the quality of the finished project?

7. References

Provide a minimum of three references. The Owner reserves the right to check additional references beyond those provided in the submittal.

Evaluation Criteria

All proposals submitted in response to this RFP will be evaluated by a committee of City representatives, in accordance with the criteria described below. Offeror's proposals will be evaluated on the criteria listed below. Total scores will be tabulated, and the offeror with the proposal that is deemed to be the most advantageous to the City will be selected. If the City requests presentations by short-listed Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, Offerors should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific

factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows:

SUBMITTAL SECTION	POINTS
COVER LETTER	5 Points
FIRM INFORMATION	5 Points
QUALIFICATIONS & AVAILABILITY OF PROPOSED TEAM	25 Points
SIMILAR PROJECT EXPERIENCE	20 Points
PROJECT APPROACH	25 Points
SCHEDULE	5 Points
REFERENCES	10 Points
TOTAL	100 Points

Shortlist and Interviews

From the scoring results, the selection committee will shortlist up to three (3) firms to invite to an interview. At the time of interviews, initial scoring will be discarded, and all firms will start from equal scoring positions.

The interview format will include an initial session/presentation prepared by the Contractor with the selection committee and then time for Q&A. Fees and contract comments will be submitted in advance of the interviews. Fees will be reviewed for all short-listed firms and will be a portion of the scoring matrix for final selection.

The proposed contract, fee workbook, and more detailed interview format information will be provided to the short-listed Contractors.

Determination of Responsibility of the Offeror

The City awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror. A “Responsible Offeror” is defined by this proposal as one who has “the capability in all respects to perform fully the contract requirements, presents, perseverance, experience, integrity, reliability, capabilities, facilities, equipment, and credit which will assure good faith performance.” The City reserves the right to request information as it deems necessary to determine an Offeror’s responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

A selection committee comprised of City staff shall evaluate the proposals based on the criteria and weight given to each as set forth in the table below. The proposals submitted will be judged on the completeness and quality of its content. If necessary, based on the evaluations, a select number of companies may be invited to respond to a detailed request for an oral presentation.

ADMINISTRATIVE INFORMATION

Acceptance and Rejection

The Owner reserves the right to request additional information which, in the Owner's opinion, is necessary to ensure that the Owner has complete information with regard to the Professional Service Provider's competence, business organization, and financial resources to assist in determining if the Professional Service Provider is qualified.

The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. The Owner reserves the right to reject any and all proposals in response to this Request for Proposal that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Proposal at any time and will notify all recipients accordingly.

RFP Submission and Information

Proposals due at the specified date and time must be received at Owner's location (e-mail) by that date and time to receive consideration. Proposals received after the specified date and time are considered late and will not be eligible for review by the Executive Committee. Owner is not responsible for any late proposals received by mail or any other method of delivery.

The Owner is not responsible for costs incurred in the preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted. By submitting a proposal all Candidates agree to the terms and conditions of this RFP and the RFP will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work.

Candidates acknowledge all submissions to this RFP may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFP. It is assumed by the Owner that any Candidate providing a submission is responsible for receiving and reviewing all information provided by addenda and Candidate shall acknowledge receipt of addenda in their response to this RFP.

1. **Issuing Office:** The City of Manitou Springs agent listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.
2. **Official Means of Communication:** All official communication from the City to offerors will be via email to the City contact as identified on page 2 of this RFP. The City will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award.
3. **Inquiries:** Prospective offerors may make written inquiries by email to the City contact as identified on page 2 of this RFP before the written inquiry deadline concerning this RFP to

obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference. No inquiries will be accepted after the deadline.

Inquiries regarding this RFP (be sure to reference RFP number) should be referred to the City's contact person as identified on page 2 of this RFP:

Response to offerors' inquiries will be e-mailed by the final addendum date listed herein. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the City of such matters immediately upon discovery.

4. **Insurance and Bonding:** The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Manitou Springs and its agents as "additional insured".

Coverage must include:

WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract;

COMMERCIAL GENERAL LIABILITY coverage written on ISO occurrence form CG00 01/10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury and advertising liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; \$1,000,000 products and completed operations aggregate and \$50,000 on fire; plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision;

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of offerors' owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. The City of Manitou Springs including officers, agents and designees shall be named as additional Insured for General and Auto Liability Insurance;

PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000 per Occurrence and \$3,000,000 aggregate.

EMPLOYER'S LIABILITY coverage with limits of at least \$500,000;

PERFORMANCE BOND in the amount of one hundred percent of the total project cost;

PAYMENT BOND for fifty percent of the total project cost.

5. **Modification or Withdrawal of Proposals:** Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.
6. **Minor Informalities:** Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.
7. **Responsibility Determination:** The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.
8. **Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly, any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
9. **Protested Solicitations and Awards:** Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Administrator. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.
10. **Confidential/Proprietary Information:** The City neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal/. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the City provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The City will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered**

confidential/proprietary. Questions regarding the application of this procedure must be directed to the contact for the City listed in this RFP.

11. Acceptance of Proposal Content: The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

12. RFP Cancellation: The City reserves the right to cancel this RFP at any time, without penalty.

13. Negotiation of Award: In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

14. Contract: The selected offeror will enter into a contract, using the City's standard Services Agreement with the City of Manitou Springs for this work. The contract will set for the agreement and responsibilities as outlined in this RFP.

15. RFP Response/Material Ownership: All material submitted regarding this RFP becomes the property of the City of Manitou Springs, unless otherwise noted in the RFP.

16. Incurring Costs: The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

17. Non-Discrimination: The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

18. News Releases: Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Officer.

19. Taxes: The City of Manitou Springs is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes.

20. Assignment and Delegation: Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

21. Availability of Funds: Financial obligations of the City of Manitou Springs payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

22. Standard of Conduct: The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The City may request the successful company to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- c. Theft, vandalism, immoral conduct or any other criminal action.
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.
- e. Agents and employees of Contractor working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor shall require each of their employees to carry proper identification including company identification.

24. Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

25. Damages for Breach of Contract: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

26. Other Statutes:

- a. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- b. The signatory hereto avers that to his/her knowledge, no City of Manitou Springs employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : _____

PROJECT NAME: _____

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	
Name and Title of Primary Contact	
Company Address	
Phone Number	
Email Address	
Company Website	

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
 - I am not currently an employee of the City of Manitou Springs.
 - None of my employees or agents are currently employees of the City of Manitou Springs.
 - I am not related to any City of Manitou Springs employees or Elected Official.
-

Printed Name: _____ Company Title: _____

Signature: _____

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

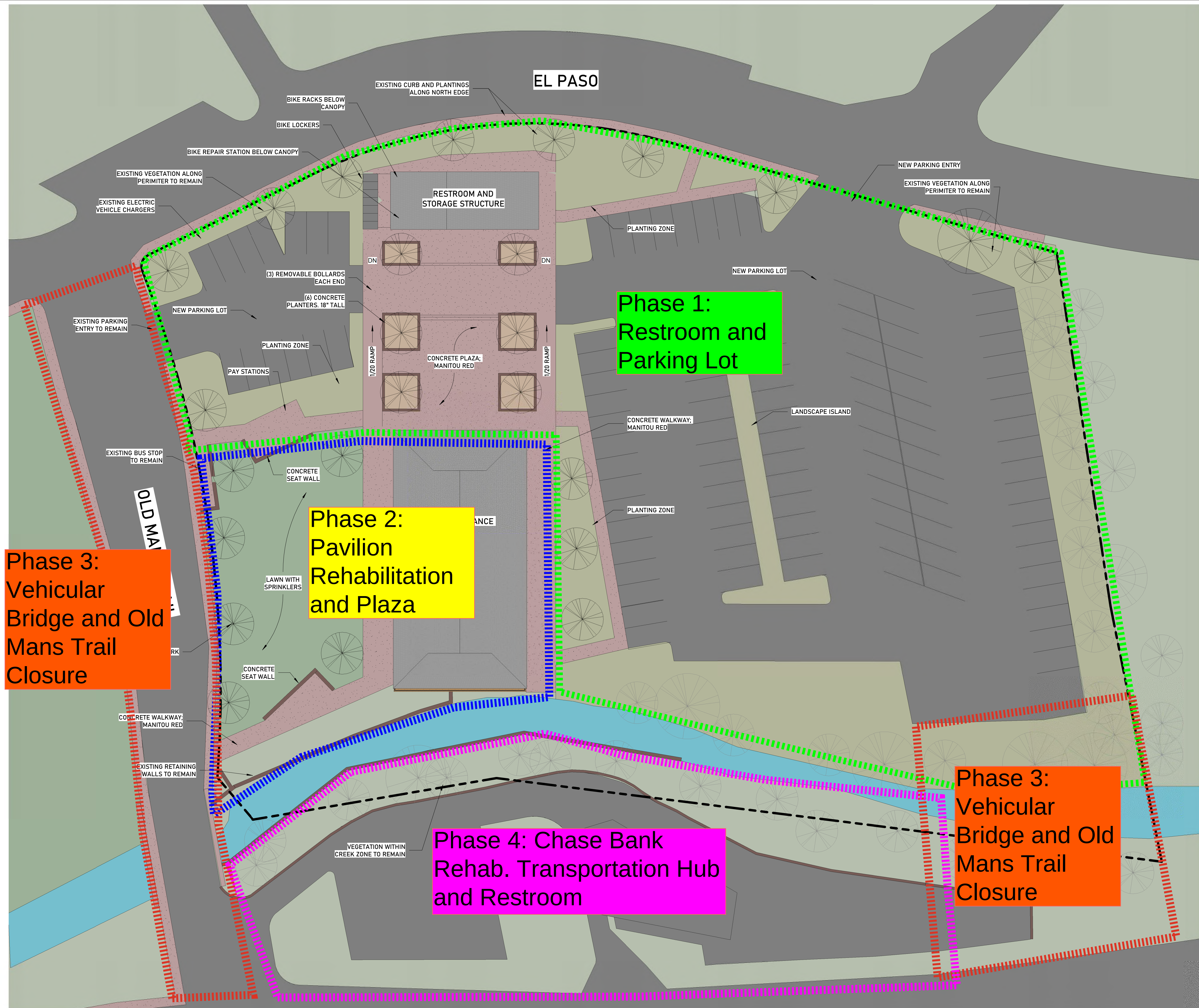
SITE PLAN - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

AS-102



1 SITE PLAN - OPTION 2 - OPEN AIR DANCE HALL

ATTACHMENT A

HIAWATHA GARDENS CONCEPT DRAWINGS

HIAWATHA GARDENS DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829



OPTION 1 - ENCLOSED DANCE HALL (FLOOD PLAIN REMOVED)



OPTION 2 - OPEN AIR DANCE HALL (FLOOD PLAIN REMAINS)

Option 2: Is the Option
Selected by City
Council to proceed into
Schematic Design.

CONCEPT DESIGN
2024-10-24

OWNER
CITY OF MANITOU SPRINGS
606 MANITOU AVENUE
MANITOU SPRINGS, CO 80829
p 719 685-5481 e N/A

ARCHITECT
WORKSHOP 40 ARCHITECTS
7822 W 17TH AVE
LAKEWOOD, CO 80214
p 720.364.2412 e ERIC@WORKSHOP40.COM



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HIAWATHA GARDENS
DANCE HALL

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.
G-001



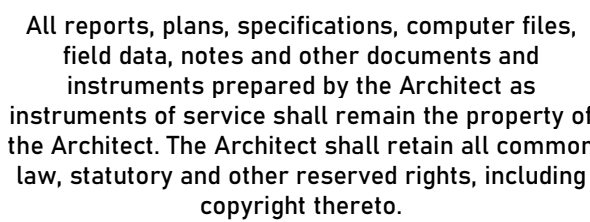
AD-102



AD-103



12. DEMO 2X4 NAILED ON RAFTER TAILS AND DECKING BACK TO ORIGINAL FASCIA EDGE

[illegible]

AD-104



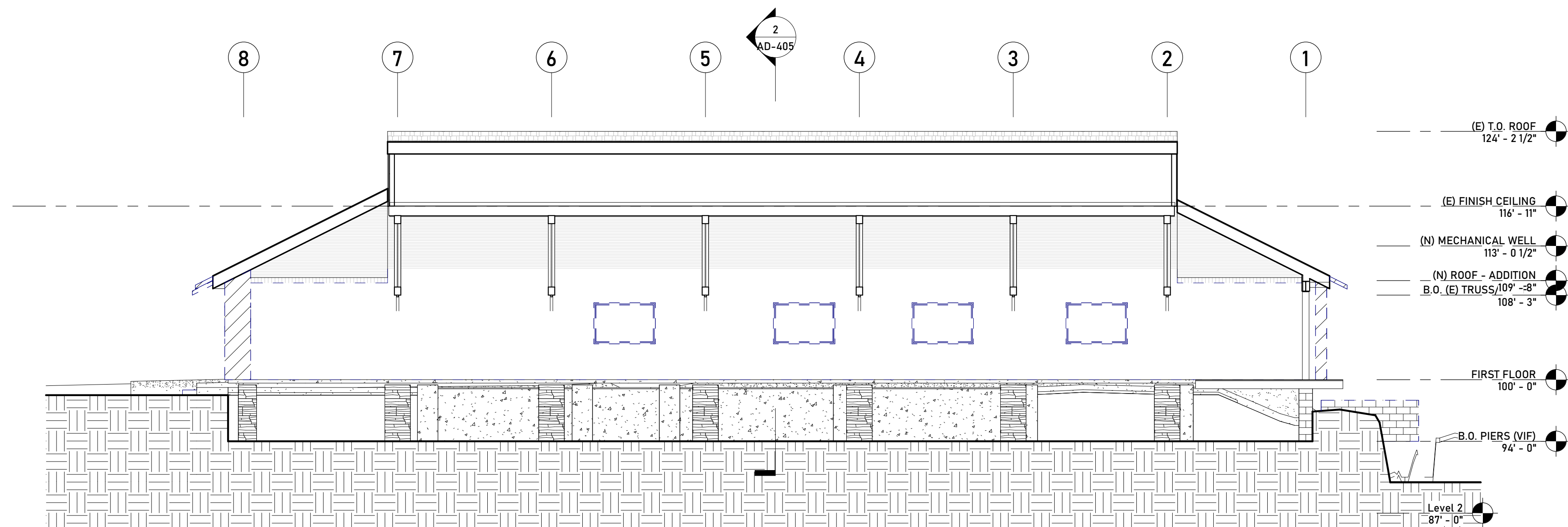
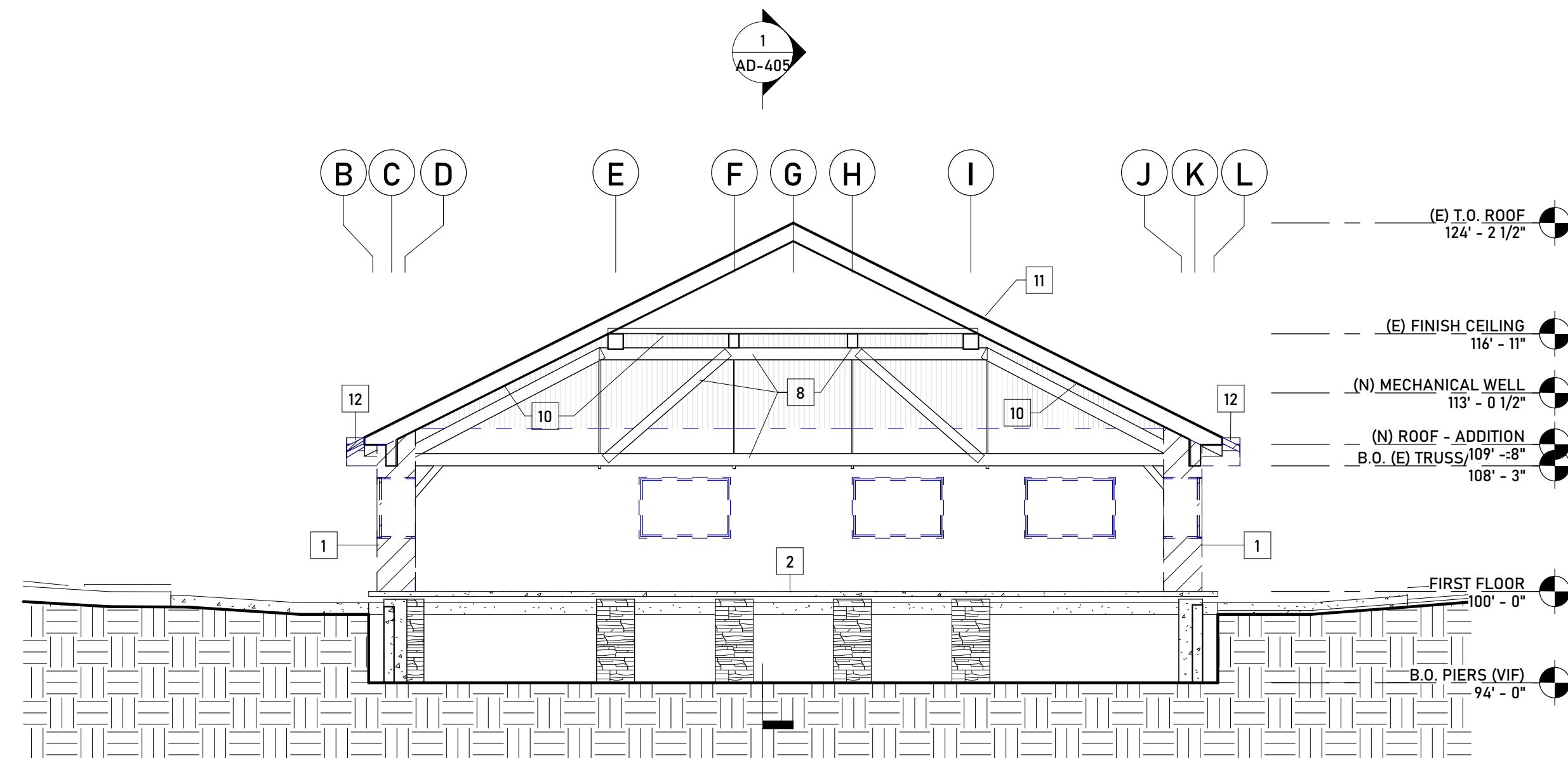
12. DEMO 2X4 NAILED ON RAFTER TAILS AND DECKING BACK TO ORIGINAL FASCIA EDGE

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PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

AD-403



DEMOLITION KEYNOTES - OPTION 1 AND OPTION 2

1. REMOVE ALL EXTERIOR WALLS AND WINDOWS BETWEEN FOUNDATION AND SOFFIT. EXISTING COLUMNS AND BEAMS TO REMAIN.
2. REMOVE EXISTING WOOD FLOOR AND WOOD STRUCTURE BELOW.
3. ~~SALVAGE AND REFINISH EXISTING WOOD FLOOR. REINFORCE PER STRUCTURAL~~
4. ~~REMOVE SOUTH BAY OF DANCE HALL. DEMO INCLUDES FOUNDATION, FLOOR, EXTERIOR WALLS, COLUMNS, BEAMS, AND ROOF. SHORE AND PROTECT REMAINING EXISTING BUILDING AS REQUIRED. SALVAGE FLOORING FOR REPAIRS.~~
5. REMOVE CMU BUTTRESS WALLS ALONG CREEK
6. REMOVE EXISTING STEEL BEAM
7. ALL STONE TO BE REMOVED SHALL BE SALVAGED
8. EXISTING WOOD TRUSSES AND BEAMS TO REMAIN. REMOVE PAINT AND PREP FOR NEW STAIN FINISH.
9. REMOVE BEADBOARD CEILING AND SALVAGE FOR REINSTALLATION.
10. EXISTING BEADBOARD CEILING TO REMAIN. PREP FOR NEW PAINT FINISH.
11. REMOVE ASPHALT SHINGLES FROM ENTIRE ROOF DOWN TO DECKING. PREP FOR NEW ASPHALT SHINGLES. REMOVE ALL ABANDONED DUCTWORK AND PENETRATIONS.
12. DEMO 2X4 NAILED ON RAFTER TAILS AND DECKING BACK TO ORIGINAL FASCIA EDGE

HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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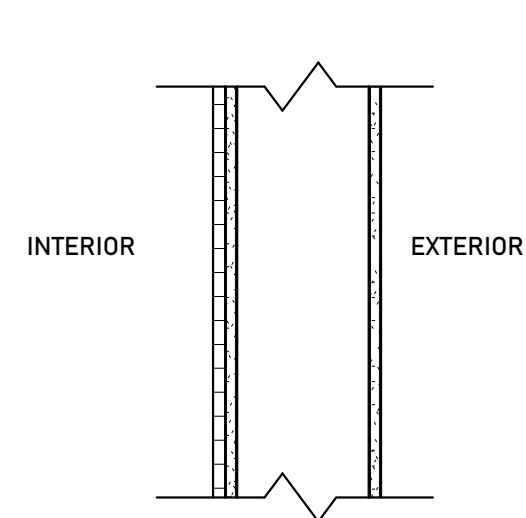
DEMO BUILDING
SECTIONS - OPTION 2

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

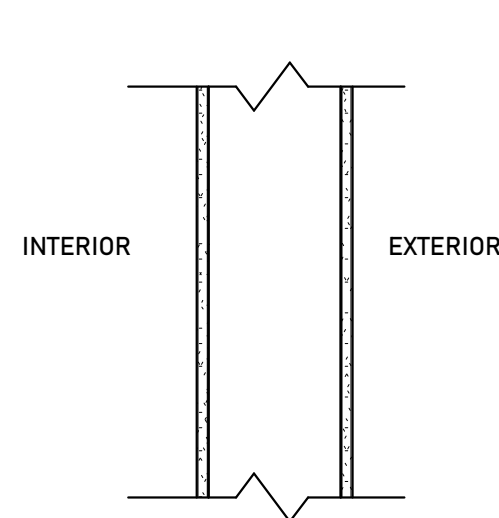
AD-405



INTERIOR

- CERAMIC TILE (7' HIGH)
- 4X8 CMU

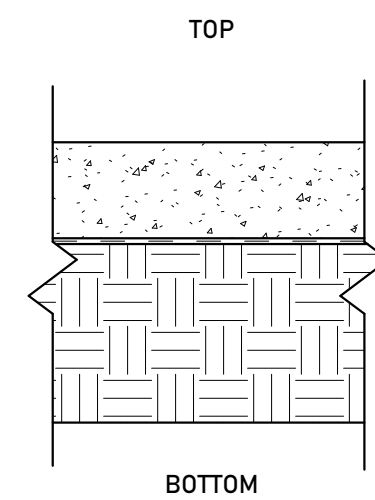
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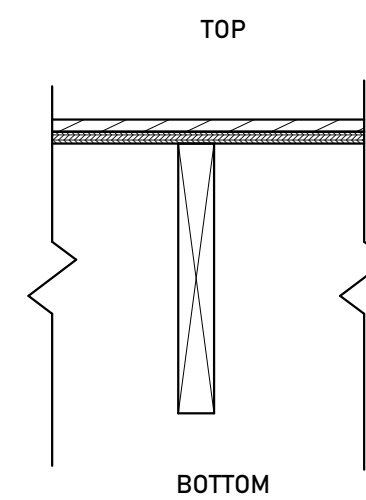
INTERIOR

- CERAMIC TILE ON 5/8" CEMENT BOARD (7' HIGH)
- 2X4 STUD (WHERE OCCURS)
- 5/8" GYPSUM BOARD (WHERE OCCURS)

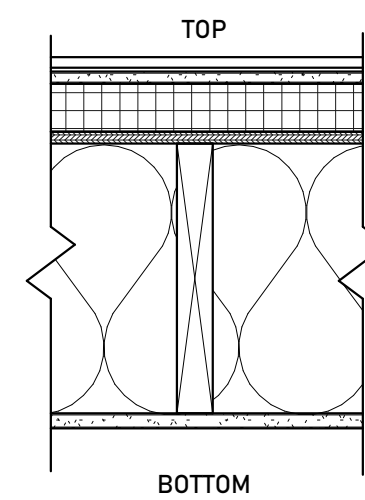
EXTERIOR



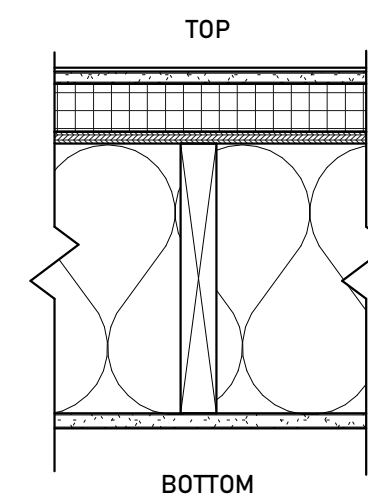
FLOOR - F2
SLAB ON GRADE
IECC - 2015 - R38
IECC - 2021 - R38



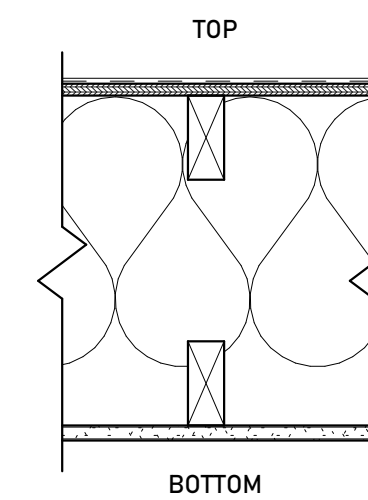
FLOOR - F1
TYPICAL EXISTING FLOOR
IECC - 2021 - R38



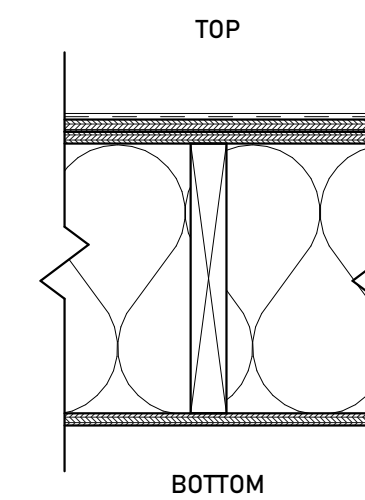
ROOF - R4
TYPICAL RESTROOM ROOF
IECC - 2021 - R49



R00F - R3
TYPICAL ROOF
IECC - 2021 - R49



R00F - R2
TYPICAL ROOF
 IECC - 2021 - R49

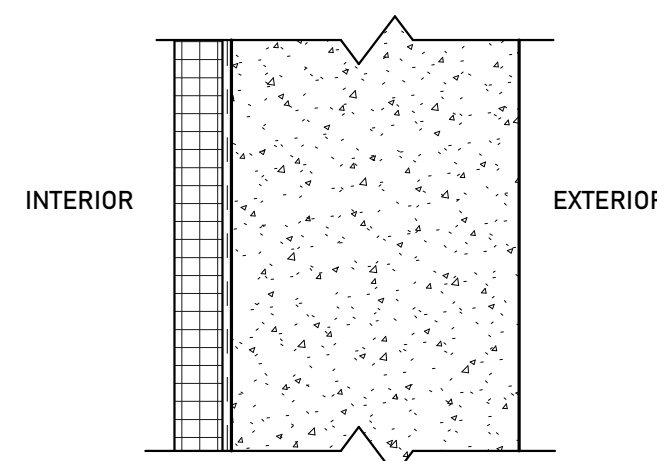


ROOF - R1
TYPICAL ROOF
IECC - 2021 - R49

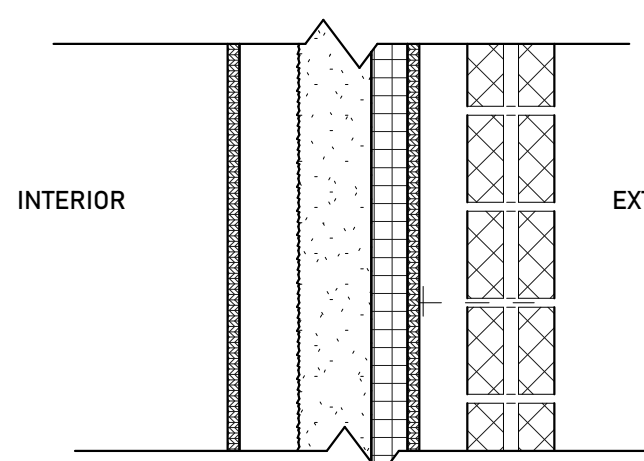
TOP

- ASPHALT SHINGLES
- FELT UNDERLAYMENT
- 3" ICE AND WATER SHIELD @ PERIMETER
- NEW DECKING; RE STRUCTURAL
- EXISTING 1X DECKING BOARDS
- EXISTING 2X RAFTERS
 1. FILL WITH BATT INSULATION (OPTION 1 ONLY)
- EXISTING BEAD BOARD

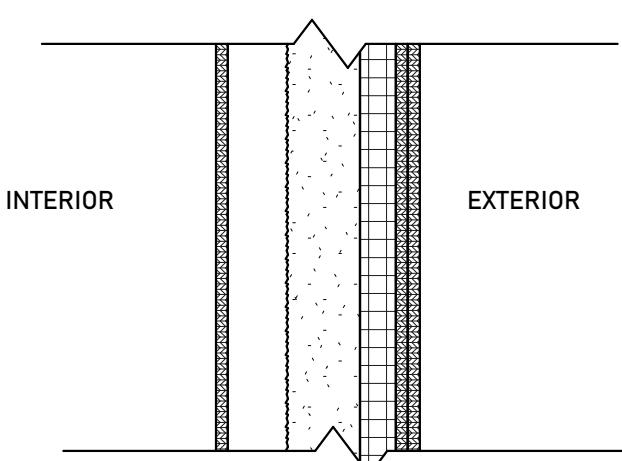
BOTTOM



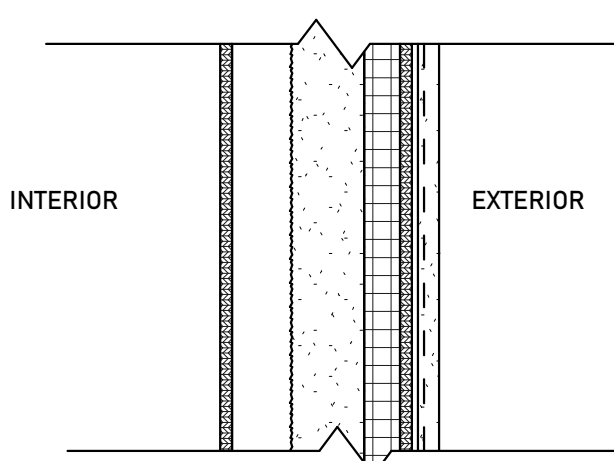
IECC - 2021 - R-7.5ci



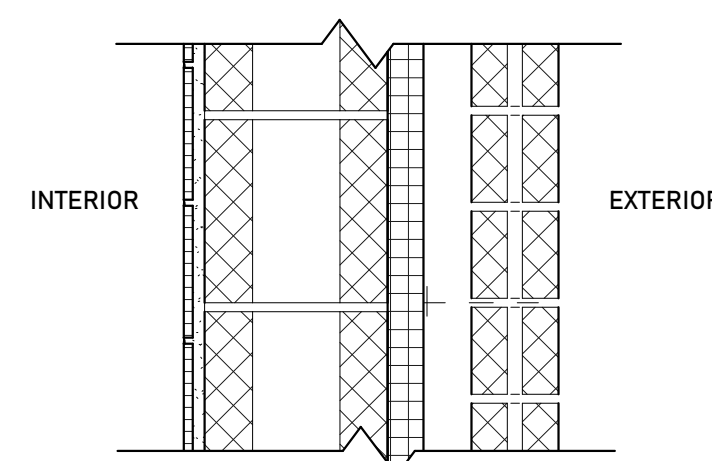
IECC - 2021 - 20ci OR 13ci OR 08ci OR 20ci



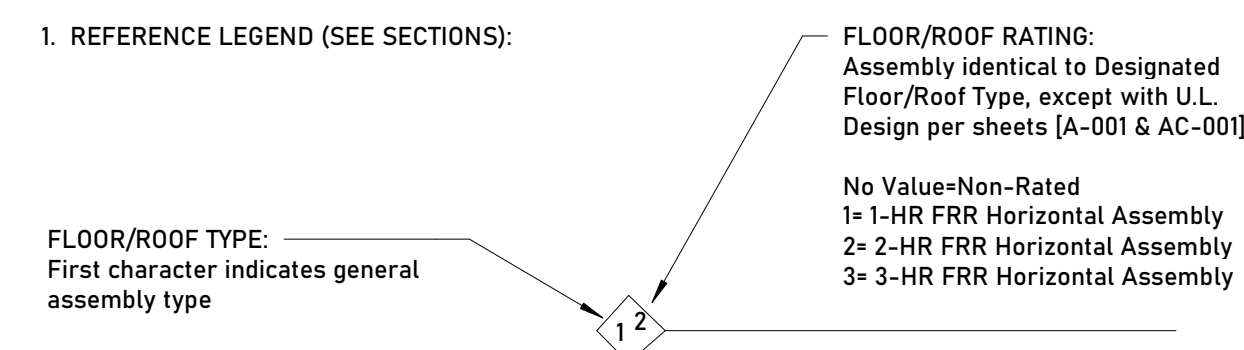
IECC - 2021 - ~~20~~3.8ci OR 137.5ci OR 06
20ci



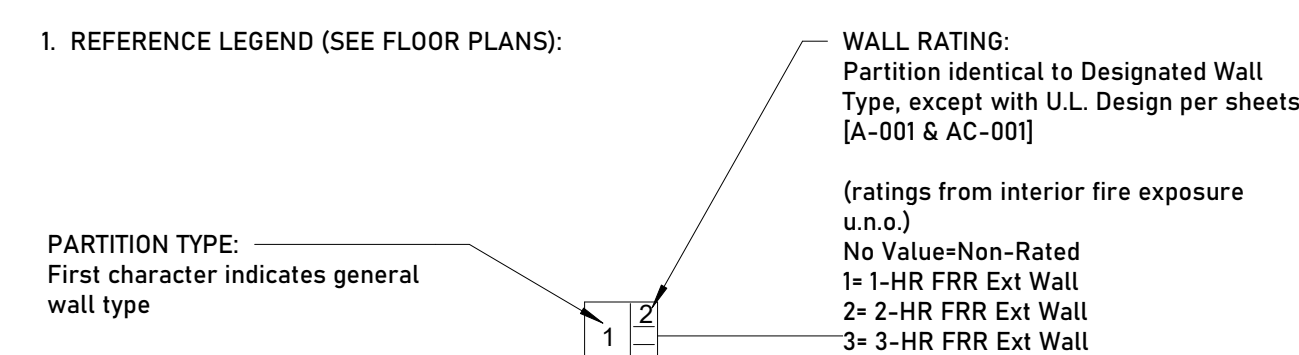
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20ci



IECC - 20121 - R 11.4ci



Floor/Roof Tag Legend



Wall Tag Legend - Exterior

HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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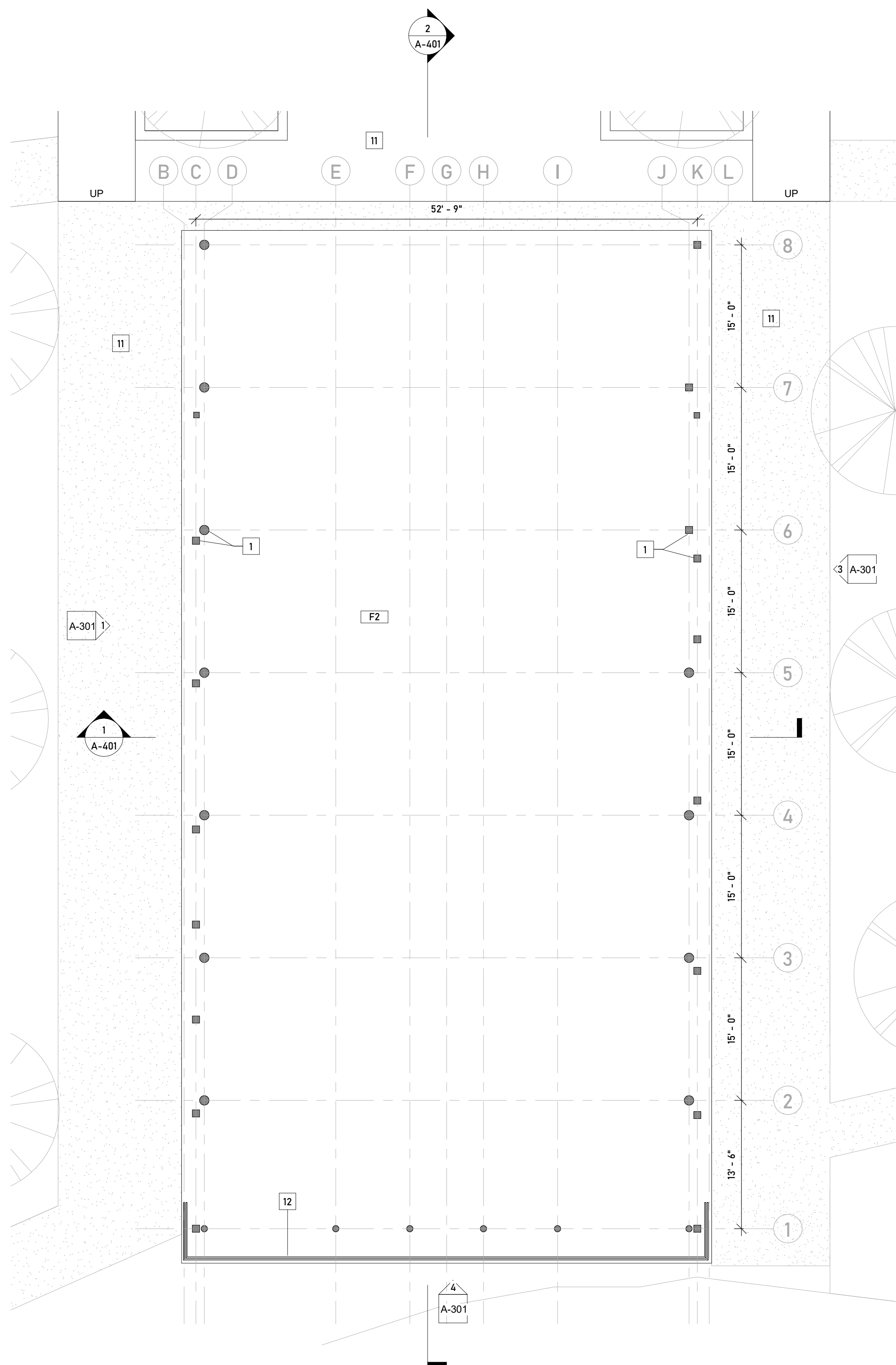
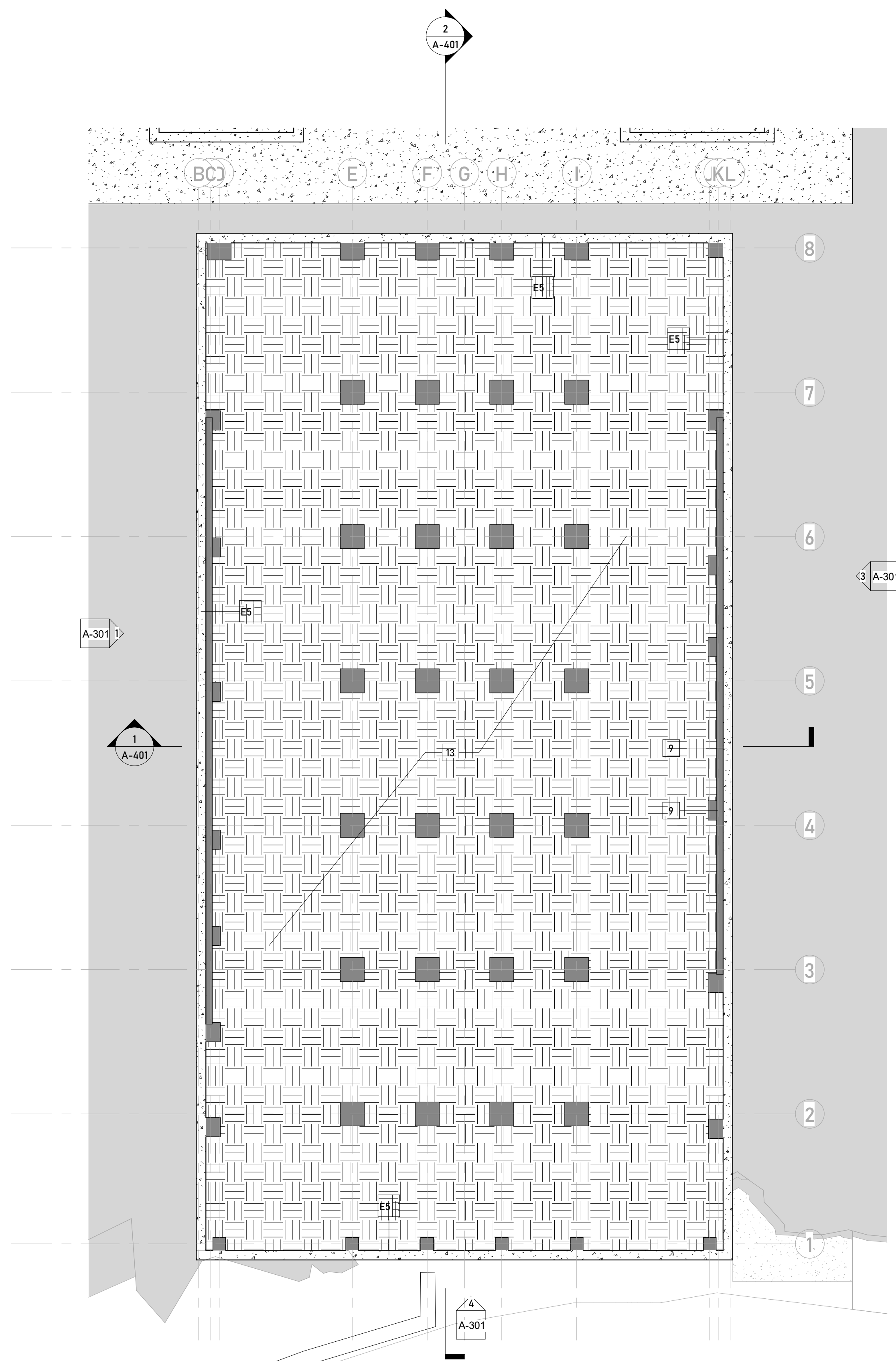
ASSEMBLIES

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-001



- ### GENERAL KEY NOTES

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL, POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING, PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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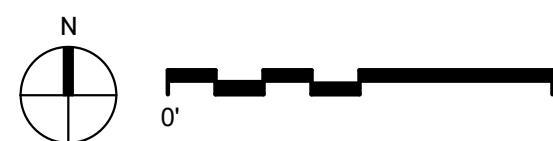
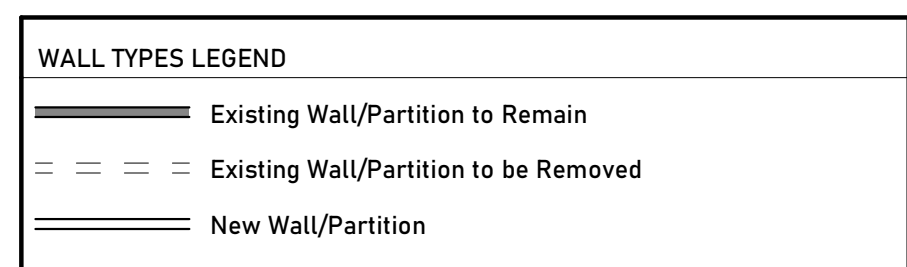
LEVEL 1 FLOOR PLAN -
OPTION 2 - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-101



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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LEVEL 1 FLOOR PLAN -
OPTION 2 - RESTROOM

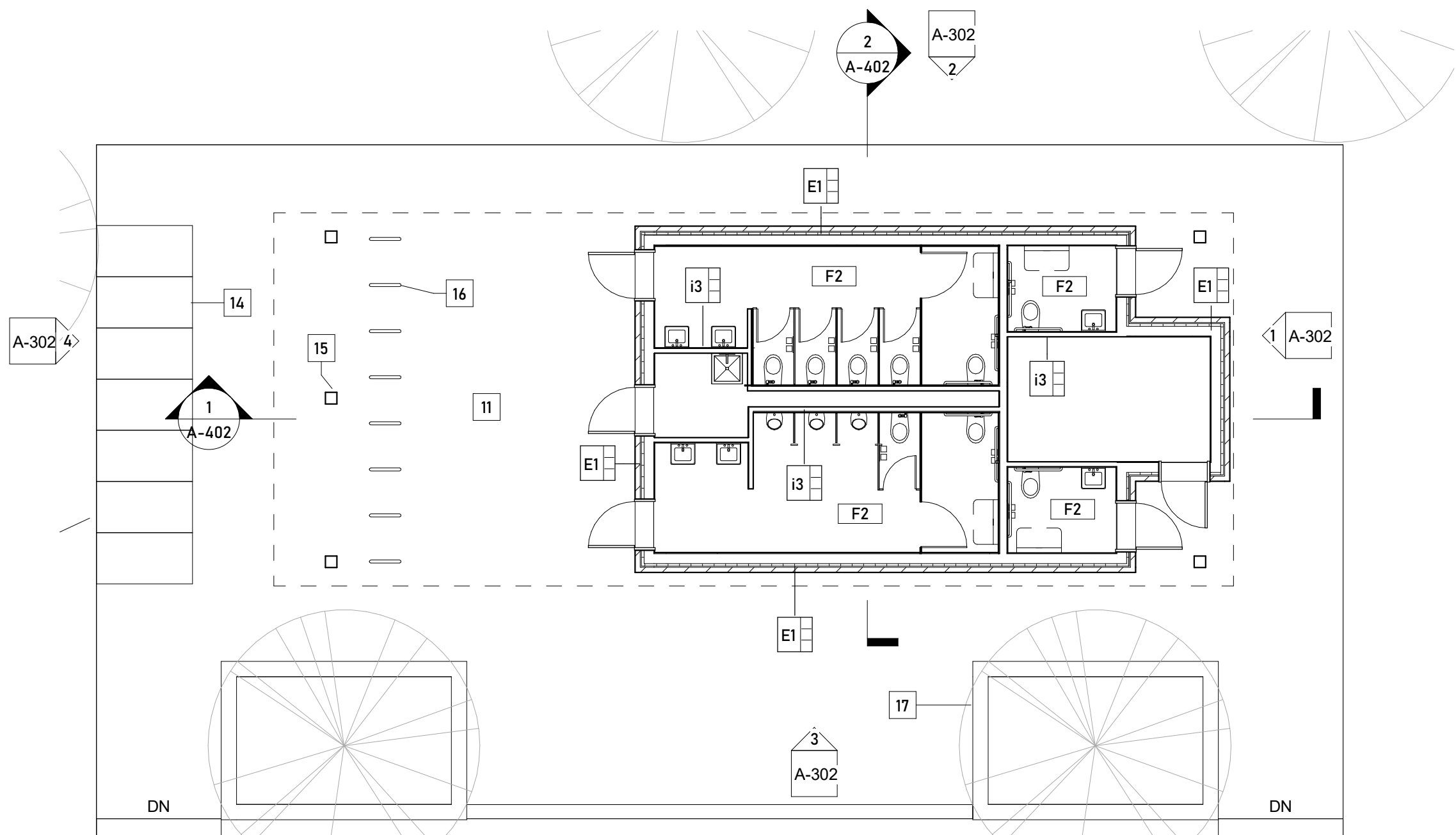
CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-102

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME



1 FIRST FLOOR - OPEN AIR - RESTROOM
1/8" = 1'-0"

WALL TYPES LEGEND	
	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS, CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
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23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

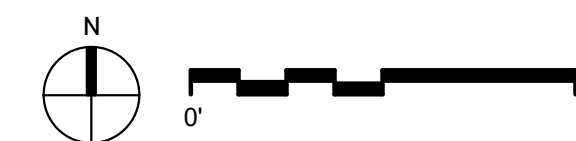
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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-106



1/8" = 1'-0"

1/8" = 1'-0"

WALL TYPES LEGEND

	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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LEVEL 1 RCP - OPEN
AIR DANCE HALL

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

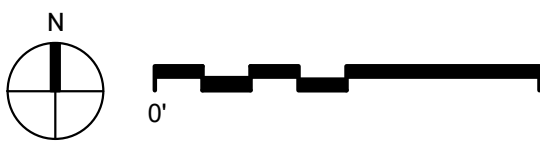
A-202

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
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16. BIKE RACK
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18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCEMENT REQUIREMENTS. CLEAR SEAL FINISH
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26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

WALL TERMINATION LEGEND	
	Extend Wall to Underside of Structure
	Extend Wall to 4" Above Ceiling
	Wall to Underside of Ceiling

WALL TYPES LEGEND

	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



2 FIRST FLOOR RCP - OPTION 2- RESTROOM
1/8" = 1'-0"

1 FIRST FLOOR RCP - OPTION 2 - OPEN AIR
1/8" = 1'-0"



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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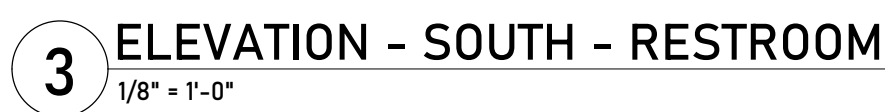
**BUILDING EXTERIOR
ELEVATIONS - OPEN
AIR DANCE HALL**

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-301



- HIAWATHA GARDENS
DANCE HALL**
- 10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829**

[illegible]

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BUILDING EXTERIOR ELEVATIONS - RESTROOM

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-302



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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BUILDING SECTIONS - OPEN AIR PAVILION

CONCEPT DESIGN
2024-10-24

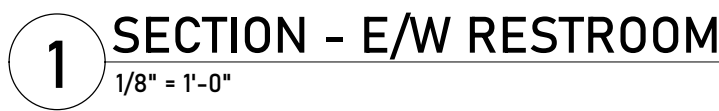
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-401



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-402

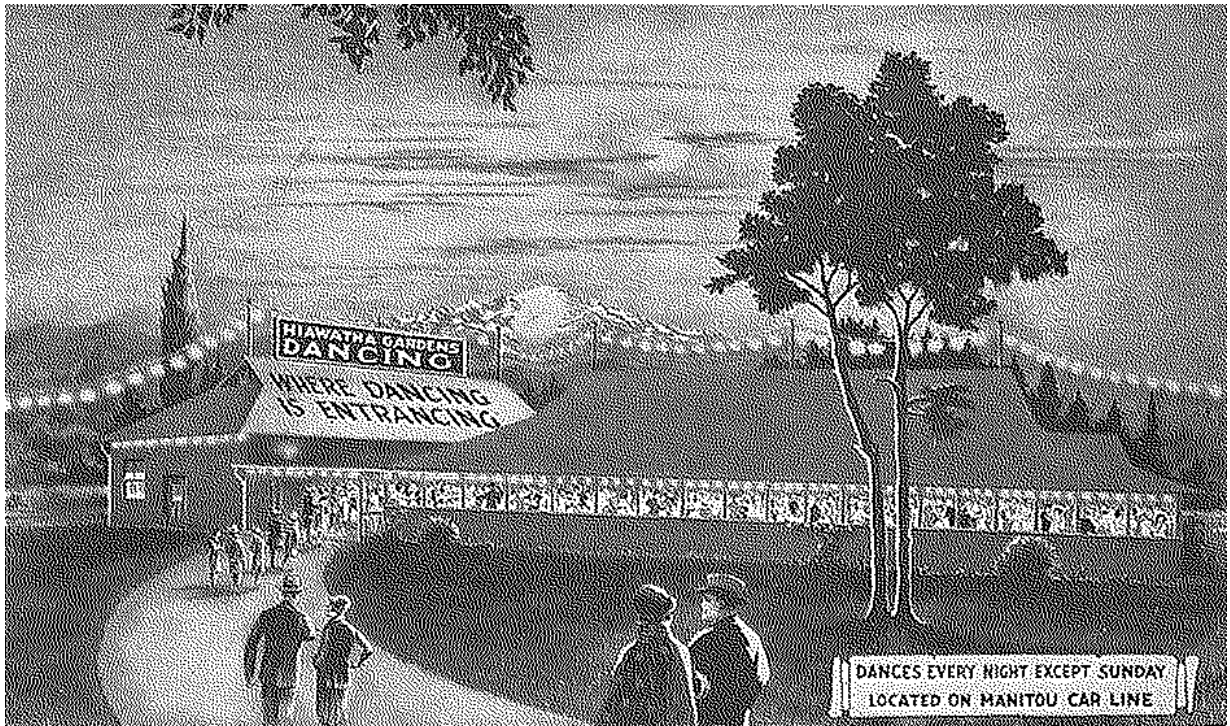
ATTACHMENT B

HIAWATHA GARDENS CONCEPT NARRATIVES

HIAWATHA GARDENS HISTORIC DANCE HALL AND MOBILITY HUB

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DESIGN NARRATIVE



PROJECT SUMMARY

OVERVIEW

The City of Manitou Springs has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way. This Concept Design package uses those documents as a launching point to explore two design options that work with the 100 year floodplain.

The general program for this project is below.

- Restore the historic dance hall structure and renovate into a community amenity.
- Create mobility hub support amenities for bus, car, bike, and pedestrian users.
- Add public plaza space to support community needs as well as the mobility hub

The primary design hurdle the project is needing to overcome is that the existing dance hall's finish floor is located approximately 2.1ft below the 100 year floodplain. While multiple solutions are available to resolve this, both the available funds and the existing building's structural integrity have ruled many out by the City.

The below two design options were selected by City Council to be explored to a Concept Design level and to have cost estimates provided to aid in the final decision making process. These are discussed in more detail in their respective sections.

OPTION 1 - ENCLOSED DANCE HALL - FLOOD PLAIN REMOVED

This option explores what it would take for the previous preferred enclosed dance hall design to be constructed with the 100 year floodplain restrictions. Due to flood loading of exterior walls and lack of ability for the existing structure to resist, a path that removed the building from the floodway was embarked upon. This resulted in a design that includes floodway improvements to Fountain Creek such as retaining walls, widening the floodway, and adding culverts below Old Man's Trail.

OPTION 2 - OPEN AIR DANCE HALL - FLOODPLAIN REMAINS

Due to the anticipated expense of Option 1 and other flood proofing strategies, turning the dance hall into an open air pavilion was desired to be explored. The idea being that lateral flood loading would be diminished with the dance hall's exterior walls removed.

Option 2 was selected by City Council during the 12/3/2024 work session.

BUILDING HISTORY

The following was researched by Echo Architects and provided to the City of Manitou Springs in their 2016 Evaluation and assessment of 10 Old Man's Trail. This is a summary history taken from the archives of the Colorado Springs Gazette Telegraph, site observations, and interviews.

1889: The original three story Southern building was built by F.L. Smith who operated it as a "Public Resort for Gentlemen". The reported construction cost was \$8,000.00.

1890-1920: At an unknown date Adolph Fehringer purchased the original building and built the building that currently sits on the South end of the site. (This building is referred to as 'Structure 1' throughout this report). This complex was used as a restaurant, beer garden, and theatre.

1911-1918: Vacant

1918: In 1918 the property was acquired by Hal Leddy, who operated the building as a Dance Hall. It is reported that all four sides of the ballroom were open to the air. It is assumed that this modification was made at this time. As part of the improvements he drilled a well, near the main entrance, which reportedly produced a "good flow" of mineral spring water.

08.19.1920: August 1920 there was fire that completely destroyed the original North Building. The fire only slightly damaged the South Building (Structure 1).

1920-1921: The current Northern Building was built (this is referred to as Structure '2' throughout the report). It is assumed that this is when the flat roofed connection between the two structures was constructed. During this era the Paul Whitman orchestra played, the Lawrence Welk Orchestra played, and Rudolph Valentino made his only personal appearance in America on his transcontinental dancing tour.

1941: Gene Worley becomes the owner.

1951: Howard Geib and Carl Hornburg purchase the building and continued to operate it as a dance hall. The September 30, 1951 GT article announcing this sale mentioned that the dance floor was mounted on cork to make dancing less tiring.

1952-1995: At an unknown date the complex was converted into a restaurant. Multiple flat roofed additions were installed around the perimeter of the original buildings during this phase. The latest restaurant to occupy the space during this era was "The House of Prime Rib"

1995—current: The El Paso Assessor's records show that the current owners, Mohammed and Laila Alami acquired the property July 26, 1995 for \$285,000.00. They have operated the Tajine Alami restaurant in the north part of the building since acquiring it. The dance hall (Structure 1) has not been in use since 1995.

2011: The property was recently listed for sale by Jerry Trent, Broker Associate with ReMax Properties. The Pikes Peak Association of Realtors web site lists the following information for this property:

Land area: 1.29 acres

Building area: 14,248 sf

Asking price: \$1.5 mil

2015: The Property was purchased by the City of Manitou Springs \$1,050,000.

EXISTING CONDITIONS - SITE

The Hiawatha Gardens site contains the historic dance hall structure, paved parking lot, EV charging stations, pay stations, bus stop, bike storage, bike rental, and portable toilets. The site is adjacent to Fountain creek, which is why the structure is located within a 100 year flood plain. The West and North edges of the site are landscaped which is intended to remain. The East and South edges of the site contain naturally occurring plants and trees.



VIEW FROM OLD MAN'S TRAIL BRIDGE



VIEW FROM EL PASO SHOWING EXISTING PERIMETER PLANTING



VIEW OF BUS STOP



VIEW LOOKING SOUTH WEST SHOWING PARKING LOT

EXISTING CONDITIONS - CREEK

The site and structure are located directly adjacent to Fountain Creek which is a floodway. The 100 year flood plain located on the project site is a result of this adjacency. The existing retaining walls along the creek show erosion at the water line and have the potential for sudden failure during a significant event.



EXISTING CONDITIONS - TRUSS

The existing queen trusses are a significant element of the buildings interior character.



EXISTING CONDITIONS - FOUDATION

The existing foundations consist of stone, concrete, and wood. Multiple areas do not have any foundation below in addition to other areas having wood in direct contact with soil. Wood beams, joists, and decking sit above.



OPTION 2 - OPEN AIR PAVILION



*TREES SHOWN SMALL FOR CLARITY

OPTION 2 - FLOODWAY



*TREES SHOWN SMALL FOR CLARITY

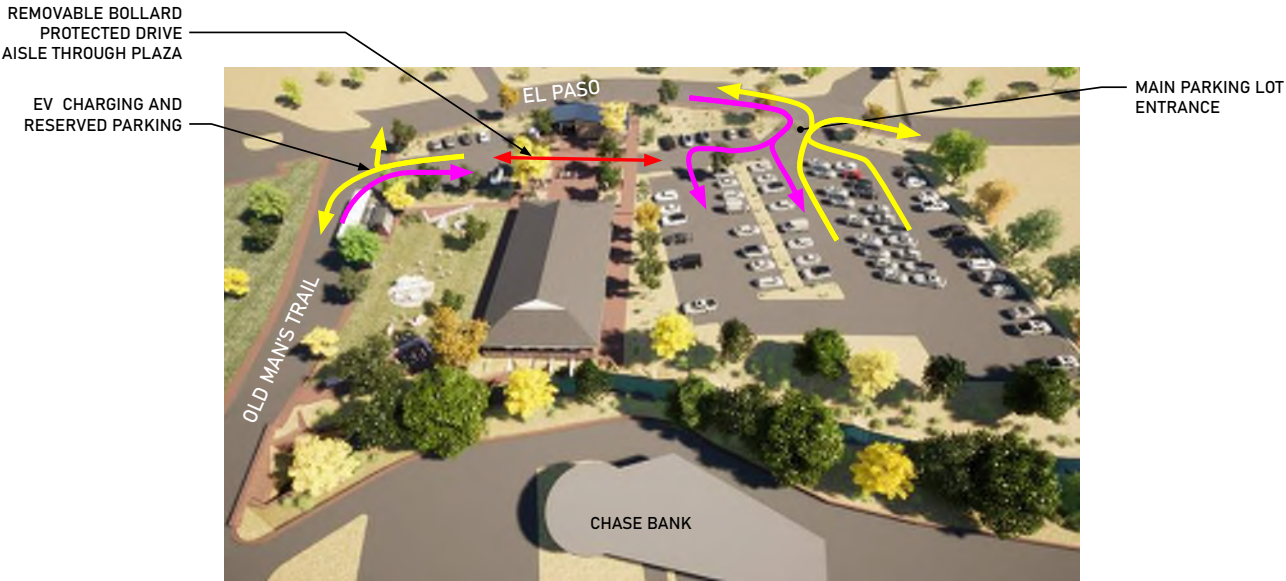
OPTION 2 - ACTIVITY ZONES



OPTION 2 - PLANTING ZONES



OPTION 2 - PLANTING ZONES



OPTION 2 - ACCESS



OPTION 2 - INTERIOR

REFINISHED AND
REINFORCED EXISTING
TRUSSES AND CEILING



CRAWL SPACE LIKELY
TO BE INFILLED.
NEW MANITOU RED
CONCRETE FLOOR

REINFORCED COLUMN
HEAD AND SILL WITH
NEW FOUNDATION
WALLS ANTICIPATED

Hiawatha Gardens - Concept Engineering Recommendations

October 24, 2024

City of Manitou Springs

606 Manitou Avenue

Manitou Springs, Colorado 80829

Introduction

The concept engineering recommendations presented in this report are for the existing Hiawatha Gardens site located at 10 Old Mans Trail in the City of Manitou Springs. The existing site is situated on the north side of Fountain Creek adjacent to Memorial Park. The site contains the existing historic dance hall, and an asphalt paved parking lot.

The purpose of the concept engineering recommendations presented is to review existing and proposed infrastructure options to accommodate a concept level understanding of what options the City of Manitou will have to improve the Hiawatha Gardens site for their vision as a community center and mobility hub for the people of Manitou Springs. These recommendations will also assist with future detailed design and construction drawings following approval of a recommendation in this report. Previously, several concept level recommendations were presented and reviewed by City Council during a City Council meeting dated June 11, 2024. This meeting was intended to give City Council an overview of the possibilities for the overall site. City Council has requested further information about two (2) specific options prior to making a final decision.

~~**Option 2** is for the 100-year floodplain to be effectively removed from the existing Hiawatha Gardens Dance Hall building extents. This option requires improvements to increase the flood capacity within the Fountain Creek corridor and crossing under Old Mans Trail.~~

Option 4 is for the 100-year floodplain to remain as is, meaning that the Dance Hall will remain within a FEMA Zone AE Floodplain with Floodway. The existing Hiawatha Gardens Dance Hall will become an open-air pavilion (remaining within the floodplain) with additional improvements to the site, such as restroom facilities and storage to be placed outside of the floodplain north of the existing dance hall.

This report explores more specifically the floodplain channel improvements and ecological impacts on a conceptual level for option 2 and site drainage and grading for both options to work. GIS LiDAR contour data is being used for conceptual level recommendations.

Referred to as Option 2: Open Air Pavilion in Exhibit C



Floodplain Channel Improvements (Option 2)

Improvements to the adjacent stream are a major aspect of the proposed project to be considered for if the building should remain in the floodplain or be removed entirely. Because the building has historical significance and is being preserved, the proposed improvements in option 2 are to include measures to decrease Base Flood Elevations (BFEs) on the property with the intent to remove the historic building from the floodplain or lower the depth of flooding. In the case of removal from the floodplain, this would have the benefit of removing the requirement to pay flood insurance (though it would still be beneficial to pay at a reduced rate due to the proximity of the channel). If reduction of the floodplain elevation is all that is achievable, it will make protecting the building from flooding easier and make the flooding less damaging to the historic structure by reducing the depths and forces of the flood waters pushing on the building walls.

To achieve the necessary reduction in Base Flood Elevations (BFEs) and contain the 100-year flood flows within the adjacent channel, improvements to both the adjacent channel and existing culvert at Old Man's Trail will be required. The existing Fountain Creek corridor width will need to be increased to 50 to 80 feet wide. This can be achieved by grading to the south into the existing City owned parcel, currently an out of service Chase Bank. Retaining walls can be utilized as needed to minimize the footprint of disturbance. In addition, the capacity of the culvert at Old Mans Trail will need to be increased to pass the full 100-year flow to avoid flooding of the building due to sheet flow from Old Mans Trail being overtopped. The increased capacity could be achieved by raising the profile of Old Mans Trail and grading a floodplain bench on the north side of the channel west of Old Mans Trail. Additional culverts could then be placed within the expanded floodplain bench to pass flood flows. Potential channel improvements include in-stream drop structures such as sculpted concrete (see example, Figure 1) or boulder cross vanes and bank stabilization such as riprap, soil lifts, and revegetation. These measures provide added stability within the creek and limit future erosion to protect culverts, trails, retaining walls, and other infrastructure near the creek corridor.



Figure 1 Example Sculpted Concrete Structure

These improvements in the concept for option 2 have the added benefit of allowing potential pedestrian access to the creek and provide additional space within the corridor for a pedestrian trail along Fountain Creek with access to Memorial Park.

A conceptual design layout showing improved corridor retaining walls, culverts, and trails is included as Attachment 1 of this report. The proposed layout is based on the best available GIS LiDAR for the area. GIS LiDAR is known to be inaccurate within streams and areas of heavy vegetation, so some assumptions had to be made regarding retaining walls and channel improvements. Topographic ground survey within the channel will be required to verify the proposed design layout and produce construction drawings if this alternative is selected.

Floodplain Development Permitting in association with Fountain Creek Channel Improvements:

Fountain Creek through Manitou Springs is a mapped FEMA Zone AE floodplain, meaning there are regulatory floodplain and floodway delineations of Fountain Creek as well as BFEs. Construction within the floodplain and floodway limits of Fountain Creek are regulated in collaboration with FEMA, Colorado Water Conservation Board (CWCB), and the Pikes Peak Regional Building Department (PPRBD). Construction activity will require the project to obtain a Floodplain Development Permit (FDP) through the PPRBD. An FDP can be obtained through a no-rise certification, requiring modeling and documentation that show the improvements within the channel do not cause a rise over the proposed BFEs, or through a CLOMR if the proposed project will cause an increase in BFE. Regardless of permitting path, it will be in the best interest of the City of Manitou Springs to complete a LOMR following completion of construction. Upon final acceptance, the LOMR will update the regulatory floodplain, floodway, and BFEs based on the

~~constructed improvements. This step, although not always required, is recommended to remove the Hiawatha Dance Hall building from the regulatory floodplain limits.~~

Ecological Characterization Study

As part of the major development plan being proposed at Hiawatha Gardens, an Ecological Characterization Study was conducted per Manitou Springs Code of Ordinance 18.03.10.5 to document the natural features of the project area, evaluate wildlife use and potential movement corridors, identify prominent views, record patterns of native and non-native vegetation, and locate any wetlands or other notable water bodies. For this assessment, Matrix conducted a desktop analysis for known federal threatened and endangered species, critical habitats, potential presence of State Species of Greatest Conservation Need (SGCN), potential presence of migratory birds protected by the Migratory Bird Treaty Act (MBTA), and wetlands and waterways defined by the National Wetland Inventory (NWI) and National Hydrography Dataset (NHD). Additionally, Matrix staff conducted on-site inventories of native and non-native vegetation and a wetland delineation to confirm the presence or absence of wetlands on site. The full report can be found as an additional document provided by Matrix to help back this report called: Matrix Ecological Report Hiawatha Gardens, dated October 24, 2024.

The findings of this study identified design opportunities to protect vegetation in the project area to maintain habitat corridors, provide shade and aesthetic value to the property, and protect key characteristics such as views of Pike's Peak, the Manitou Incline, and access to Fountain Creek that add unique value to the project area. Based on the desktop analyses and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Future design and construction planning should consider the species and characteristics of the project area discussed in more detail below:

- The project area is located within a critical habitat designation for Mexican spotted owls (*Strix occidentalis lucida*); however, no adverse impacts are anticipated.
- Black bear (*Ursus americanus*)- and mountain lion (*Puma concolor*)-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by Colorado Parks and Wildlife (CPW).
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project.
- Due to the possible presence of the proposed endangered tricolored bat (*Perimyotis subflavus*) and the three identified migratory birds listed as Birds of Conservation Concern, broad-tailed hummingbird (*Selasphorus platycercus*), evening grosbeak (*Coccothraustes vespertinus*), and Lewis's woodpecker (*Melanerpes lewis*), trees should only be removed or thinned between October 15th and December 15th to prevent any "take" of those species or their habitats.



- This period for vegetation removal and thinning is also beneficial for the other bat species identified in the report.
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used for roosting during migration, mating, and pup-rearing periods. The project will require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion from USFWS; and
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

Site Drainage and Grading Improvements (Options 2 and 4)

For site drainage and grading, Matrix investigated how the site could be constructed on a conceptual level in such a way to accommodate either of the two (2) options presented to City Council without impacting the floodplain. The grading shown in the exhibit below for the site can be used in either option with the adjustments to the grading being along Fountain Creek for either option. The conceptual grading is intended to drain around both sides of the existing Hiawatha Dance Hall building utilizing rain gardens and permeable pavers before conveying into Fountain Creek. The concept site grading and drainage is also looking at balancing the site to not raise the existing Base Flood Elevation (BFE). The exhibit included in Attachment 3 of this report shows conceptually how the site can be graded to use these features effectively while maintaining the floodplain base flood elevations in either option. The exhibit shows the proposed floodplain channel improvements for option two (2) but can be implemented in either option by tying into existing grades along Fountain Creek for Option four (4).

The proposed Hiawatha Gardens grading improvements proposed are anticipated to disturb more than one acre; however, the proposed site improvements fall under the redevelopment classification discussed in Chapter 3, Section 6.4.2 of the Drainage Criteria Manual. This classification does not require provision of full spectrum detention if the downstream infrastructure has capacity for the site's storm water runoff. Because the site is adjacent to the stream, the storm water runoff discharge from the site will generally enter Fountain Creek prior to it reaching its peak flow, and, therefore, the downstream infrastructure is more than adequate to handle the site runoff after the proposed improvements have been constructed for either option. Further, we anticipate the proposed improvements for the site to increase the amount of green space and available infiltrative capacity for the site, thereby improving the site drainage conditions over the existing condition.

Treatment of the water quality event (80% Probability Event) is also required by the Drainage Criteria Manual for runoff from proposed site improvements (i.e., pavement and sidewalk). Typically, this is achieved by discharging the water quality control volume of over 40 hours via a steel flow control plate on the detention facility's outlet structure. For the proposed site drainage and grading improvements Matrix is proposing bioswales and permeable pavers to achieve this requirement.



The options considered are surface or below grade water quality and runoff reduction via bioswales and/or vegetated buffer spaces. There is also the potential for use of pervious paver systems in the proposed pedestrian spaces, so they are included as an option. It is anticipated that the final design will include multiple different treatment types depending on their viability for different portions of the proposed improvements.

Bioretention and Vegetated Buffer Spaces:

Bioretention: The other use of vegetated spaces is for bioswales. The Drainage Criteria Manual describes this type of water quality treatment as “depressed landscaping areas designed to capture and filter or infiltrate the water quality capture volume” (WQCV). The concept for the site utilizes vegetated spaces or islands within the parking lot to provide treatment volume for the water quality event. This, in combination with the vegetated buffers, is the preferred choice for water quality treatment on the site because the bioretention areas can double as an amenity, providing the site with pleasant planting areas which beautify the site. For this concept, all impervious areas east of the dance hall, including the eastern half of the building (1.15 acres), will receive water quality treatment via bioretention and vegetated buffer spaces. The rain garden and landscape areas shown on the included exhibit will provide the necessary area and volume to provide water quality treatment for the tributary area. Below is an image of a typical bioswale courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

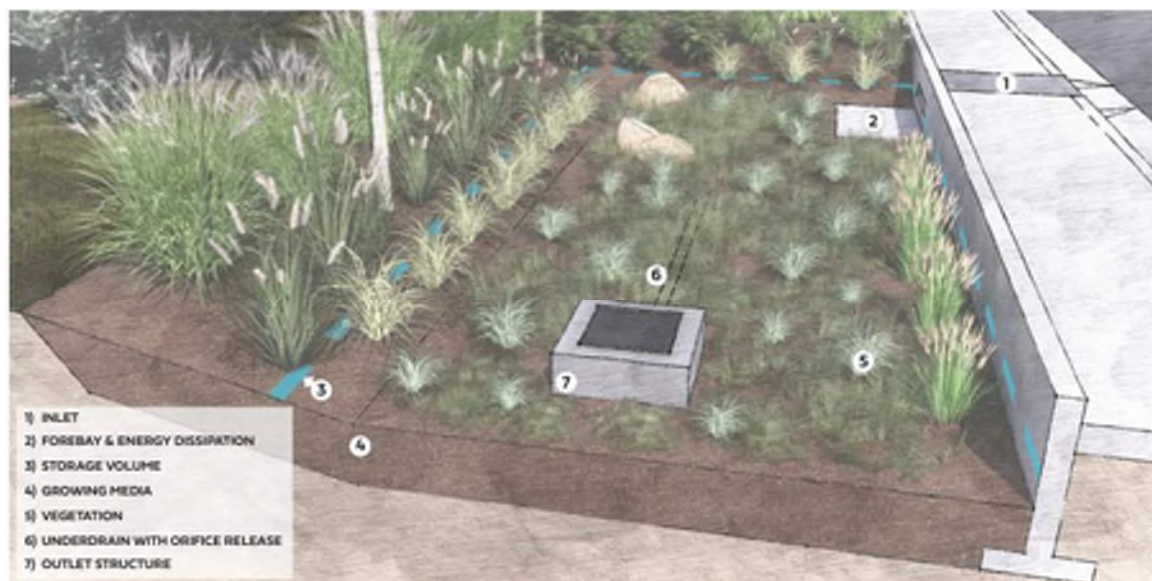


Figure 2 – Bioretention concept (Mile High Flood District)

Permeable Pavers:

Permeable pavers are an option to increase the permeability of paved areas while keeping the pavement typically for pedestrian use. Additionally, water quality storage areas in the crushed stone area below the pavers can be used to provide water quality treatment for the tributary area. This option might benefit the pedestrian area on the west side of the dance hall and serve as a means to provide water quality for that area while maximizing the available space for pedestrian use. With this proposed concept, the site will utilize permeable pavers for water quality on the west side of the building by grading a portion of the north parking lot to flow through the permeable paver area. A minimum footprint of 2,500 square feet will be necessary to provide water quality treatment for the western portion of the site. The area tributary to the permeable pavers is expected to be approximately 0.54 acres. Below is an image of a typical permeable paver section courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

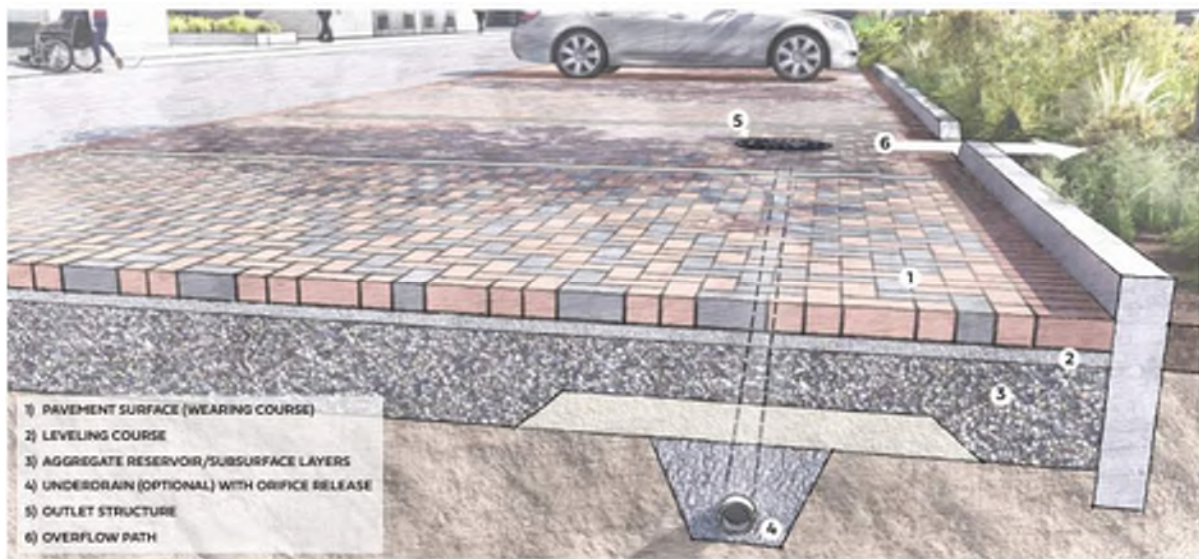


Figure 3 – Typical Permeable Paver Section (Mile High Flood District)

Appendices

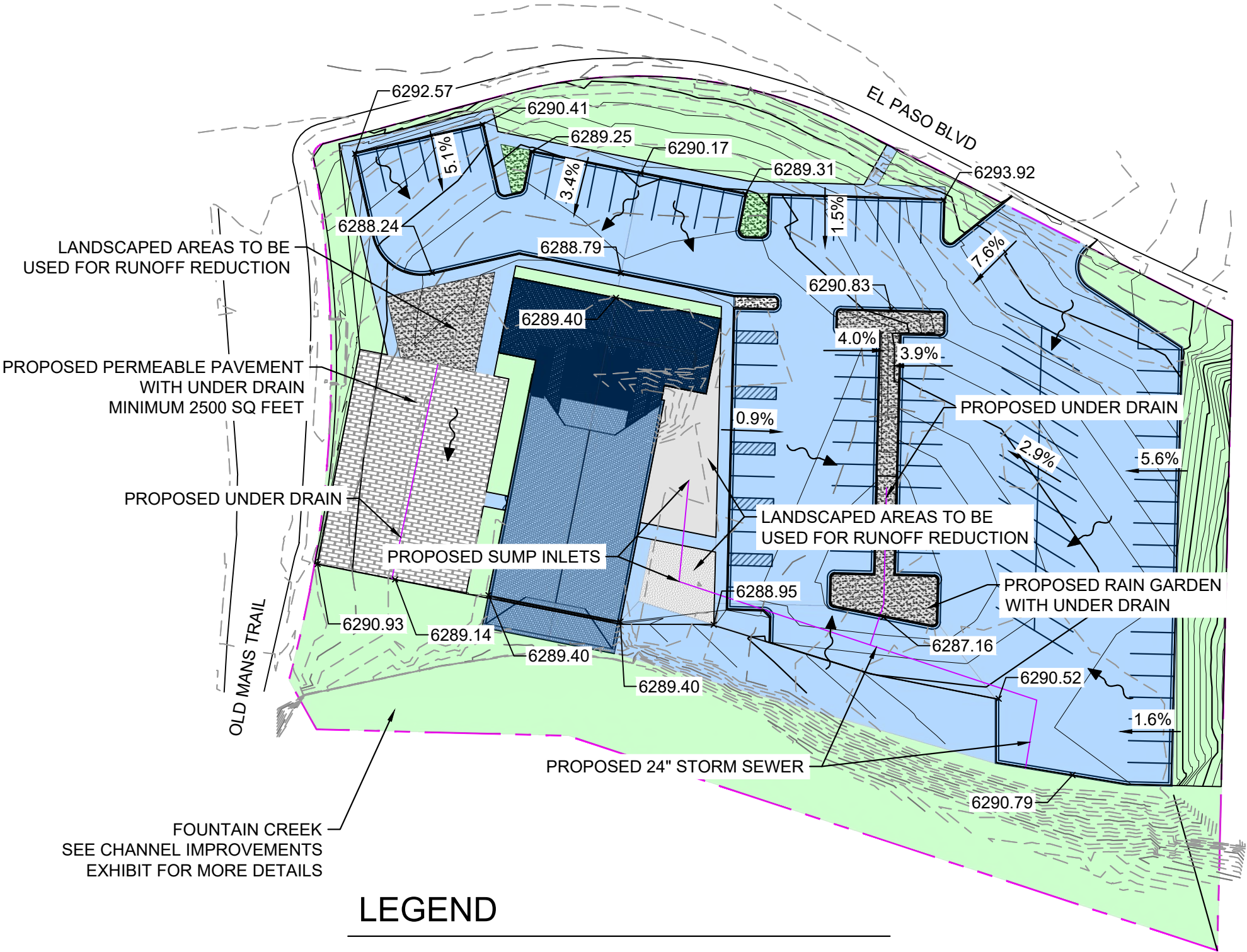
1. ~~Floodplain Channel Improvements Exhibits~~
2. ~~Floodplain Channel Improvements Renderings~~
3. Site Drainage & Grading Improvements

Not provided as does not include information regarding the option selected by City Council on 12/3/2025

Site Drainage & Grading Improvements



PRELIMINARY
NOT FOR CONSTRUCTION



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

LEGEND

- PROPERTY BOUNDARY LINE
- IMPERVIOUS AREA
- PERVIOUS AREA
- PERVIOUS PAVEMENT
- WATER QUALITY TREATMENT AREAS

HIAWATHA GARDENS

Matrix
Excellence by Design

2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
Contact:
Phone (719) 575-0100 | Fax (719) 575-0208

SITE PLAN WITHOUT
CHANNEL IMPROVEMENTS

HIAWATHA GARDENS RENOVATIONS AND ADDITIONS

STRUCTURAL DESIGN NARRATIVE

OVERVIEW

The project focuses on the renovation and partial restoration of the Hiawatha Gardens dance hall pavilion constructed in the early 1900's. We have been asked to provide conceptual level structural consulting services relative to two Options. ~~Option 1 consists of developing an enclosed pavilion with an addition, and implementing measures to divert any flood waters from the adjacent creek from the site.~~ Option 2, consists of developing an open pavilion, without walls, and allowing access of the flood waters of the nearby creek to partially flow over the footprint of the pavilion. Option 2 also includes a new small stand-alone building located on the north end of the site out of the flood waters. Please refer to the Architectural Narrative and drawings for more detailed information on the design concepts for the two Options.

For each option, the structural scope of review includes a preliminary assessment of the gravity and lateral load resisting elements and systems of the Pavilion and providing conceptual design recommendations for improvements to allow the building to continue to serve in the intended capacity safely under current building codes. For each option, we also will provide a conceptual design narrative of structural systems for the new addition and stand-alone building.

Our concept design is based on two observations of the structure, review of the materials made available to us by the City of Manitou Springs, and our experience with other similar structures. The building appears to have been subject to a number of modifications over the years, most involving adding and removing one-story building additions abutting the original pavilion building. The original construction drawings for the pavilion were not available.

In its current state, there is a crawl-space under the ground level wood framed floor system, without a perimeter foundation wall in most places. Masonry piers are located at the perimeter and interior supporting wood girder lines. There is a partial stone foundation stem wall at the north end of the pavilion. The upper part (ridge with gable ends) of the roof is framed with pre-engineered wood trusses, based on documentation that was made available to us. These upper trusses span to beams that load the first interior panel points of the queen trusses. The primary roof framing in the short axis of the building (East-West) consists of queen trusses at approximately 16' on center clear spanning the width of the building supported on round or square timber posts at each end. The truss posts appear to be situated on wood piles driven into the earth. The truss chords and compression web elements are made up of 5 ply 2x10 (1 ½ x 9 ¼) wood members. The tension web elements are 1.25" diameter steel rods. The perimeter bay of roof framing, on each side, consists of 2x8 rafters at 24" o.c. spanning from a beam located atop the first panel point of each queen truss to a wood beam and post perimeter bearing framing line. This perimeter roof bearing wall assembly is independent of the trusses. The intermittent perimeter bearing line posts are supported by wood girders in the crawl space. The original pavilion building is approximately 19,000 SF.

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Key issues identified in our review for both options include, an incomplete competent foundation system, the general lack of a main lateral force resisting system to resist wind and seismic loadings, and the limited capacity of existing wood framing members to resist current prescribed gravity loads.

This conceptual structural narrative has been prepared to give the City, Consultants and Contractors a general overview of the structural scope for this project.

DESIGN STANDARDS, LOAD CRITERIA AND MATERIALS

Design Standards

- 2021 International Building Code (IBC), Local Amendments per PPRBD
- 2021 International Existing Building Code (IEBC)
- ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ACI 318-19 Building Code Requirements for Structural Concrete
- ANSI/AISC 360-16 Specification for Structural Steel Buildings
- AWC National Design Specification (NDS) 2018
- AWC Special Design Provisions for Wind and Seismic (SDPWS) 2021
- TMS 402/602-16 Building Code Requirements and Specification for Masonry Structures

Load Criteria

- Risk Category III (Assembly)
- Office space: 50 psf
- Restrooms: 60 psf
- Corridors, Stairs, Public Spaces: 100 psf
- Ground snow load: 43 psf
- Flat Snow: 30 psf (plus drifting), $I_s = 1.1$, Thermal Factor Unheated Stru. = 1.2
- Wind: Vult = 135 mph (3-second gust), Exposure C
- Seismic: ($S_s = 0.185$, $S_1 = 0.059$) Seismic Design Category C, $I_e = 1.25$

Material Strengths (Concrete)

- Normal-weight with $\frac{3}{4}$ " maximum aggregate and Type IL cement assumed
- Footings: $f'_c = 3,000$ psi, $w/c = 0.52$
- Foundation stem walls and pilasters: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Pavilion slabs on grade: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Reinforcing steel: ASTM A615 Grade 60

Material Strengths (Masonry)

- Structural Concrete Masonry Units (CMU) shall be standard, lightweight, 8-inch or 12-inch (nominal) x 8-inch x 16-inch concrete units and shall conform to ASTM C90.
- Type S mortar, typical

- Minimum compressive strength of all masonry wall prism assemblies (f'm) shall be 2,000 psi based on net bedded area.
- Reinforcing steel: ASTM A615 Grade 60
- Strength testing of assembled prisms is required.

Material Strengths (Steel)

- Wide flange shapes: ASTM A992, 50 ksi yield
- Plates, channels, and angles: ASTM A36, 36 ksi yield
- Hollow structural section (HSS) Shapes: ASTM A500 Grade C, 50 ksi yield
- Framed beam connections shall be bearing type w/ snug tight ASTM F3125 bolts
- Anchor rods: ASTM F1554 Grade 36
- Welding electrodes: E70XX

Material Strengths (Wood)

- Dimensional Lumber, S4S Douglas Fir-Larch No. 2 and Better
- Solid Timber Beams and Posts Douglas Fir-Larch No. 1 and Better
- Plywood and OSB Sheathing APA Rated. Roof Sheathing, 15/32", APA 32/16 Nailed. Wall Sheathing: 7/16", APA 24/16 Structural 1 Panel, Blocked and Nailed.
- Performance design specified Light-Metal-Plate-Connected Wood Trusses
- Reference material used for existing framing Hem-Fir, No. 1 or better, 2" and wider

Geotechnical Information

- Geotechnical Engineering Report for Hiawatha Gardens Additions, April 27, 2023, by Granite Engineering Group, GEG Project No. 222-157

~~Option 1 – Enclosed Building with Addition.~~

~~See the Architect's report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.~~

~~Foundation System Pavilion~~

- ~~• The existing pavilion building currently is lacking a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 18" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, install a new 10" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. In~~

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this option, the existing framed floor perimeter girder will be removed. The floor joists will rest on a treated wood nailer, sitting (bolted) to a 4" wide ledge on the inside of the stem wall. See Detail 1/S501.

- See below regarding new footings and pilasters associated with queen truss columns and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- The majority of the existing floor framing consists of 2x10 joists at 16" o.c. spanning east-west, supported on 5 1/4 x 10 wood girders set approximately 10.5' apart. There are typically 5 joist bays across the width of the building, with variations in spacing. Locally some joist spans may exceed our 10.5' design basis, these may need further review in the upcoming phases. The girders span to 16" x 16" masonry piers at approximately 13' o.c. Seated on the joists are two layers of 3/4" thick x 5" wide wood decking, the top one oriented perpendicular to the joists, the bottom layer at a 45 degree angle to the joists. Note, that this is a general description of the typical system in the majority of the floor area observed. There are 12 to 16 areas where anomalies occur, including compromised members, added wood support posts, sistered members, make-shift added girder lines, etc. The budget should include an allowance for review and repair of the wood framed floor system.

Our calculations indicate that the existing girders are not capable of supporting the 100 psf live load required for an assembly usage. The remaining members appear to have adequate capacity in their current configuration, subject to a more thorough review of the condition of all of the existing wood members in the next phase of the project. We recommend adding a line of girder framing mid-way between each of the existing girder lines (5 new lines). This may consist of new W10 x 22 steel beams, supported on new HSS4x4x1/4 posts and concrete footings at 16' o.c. max. The pad footings will be 3' x 3' x 12" thick with 4-#4 bars, each way, bottom.

Gravity Load Resisting Framing Improvements Pavilion

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof rafter supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of

the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W14x53 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and an 8' x 8' x 18" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See the roof plan notes and Detail 3/S501.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S501.

New Building Addition

- The perimeter foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- At column locations pad footings will be used, ranging in size from 4' x 4' x 12" to 10' x 10' x 24", depending on the final framing configuration.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The primary structural system will be steel framed with beams and posts (estimate 10 psf), supporting pre-engineered wood trusses at 24" o.c. with plywood sheathing. Lateral load resistance will be provided using a combination of interior and exterior plywood sheathed 2x6 wood stud walls, with the studs spaced at 16" o.c.. Account for a minimum of five 12' long sections in each direction, uniformly distributed throughout the floor plan.

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Flood Mitigation Measures

- Flood mitigation measures will include the addition of culverts parallel to the creek under Old Man's Trail road to allow flood water to remain in the creek bed. In addition, concrete retaining walls will be added on each side of the creek to contain flood waters within the creek bed and off the building site.
- The southern-most bay of the pavilion will be removed in this option.
- We understand that three 10'x10' culverts are recommended. The culverts will support Old Mans Trail. They will have 16" to 20" thick walls typical, and will support a retaining wall above at each end to maintain the roadway base. There will be a scour skirt on the leading edge. See the Civil and Architectural site plans for additional information. See Details 2/S504 and 4 /S504.
- Retaining walls will vary in height, with the south creek wall having an expected height of 16' tall, and the north creek walls varying in height from 8' to 10' depending on their location. See the Civil and Architectural site plans for additional information. See Details 1/S504 and 3/S504 for example retaining wall sections indicating dimensions based on the height of the earth retained.
- The provided details are conceptual in nature only, they are provided to illustrate the general arrangement of reinforcement and wall geometry relative to the height of retained earth. They are not intended for final construction coordination or detailed quantity estimates.

Option 2 – Open Building with Separate Addition.

See the Architects report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.

Foundation System Pavilion

- The existing pavilion building lacks a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 1/S502.
- See below regarding new footings and pilasters associated with queen truss column and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- To mitigate the impact of flood waters flowing over the building foot print, we recommend the removal the existing wood framed floor system, in-filling the crawl space with compacted structural fill or flow-fill, and installing a 5" thick mildly reinforced concrete slab-on-grade, reinforced with #4 bars at 16" o.c. each way at mid-depth. See Detail 1/S502.

Gravity Load Resisting Framing Improvements

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof purlin supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W12x45 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and a 7' x 7' x 16" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See plan notes and Detail 3/S502.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S502.

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New Stand Alone Building (Lavatories and Storage)

- The foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, Install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The exterior walls will be load-bearing 8" CMU with #5 vertical bars at 32" o.c. and horizontal joint reinforcing at 16" o.c.
- The roof will be framed with TGI roof joists at 16" o.c., with plywood roof decking.

REFERENCE ATTACHED DRAWINGS**Overview**

To help support and expand on the narrative, a partial layout of structure at a representative area at the floor/foundation and roof levels is included in the attached drawings.

Drawing list:

- S101 – Partial First Floor/Foundation Plan and Partial Roof Plan
- S501, S502, S503 and S504 – Detail Sheets

Please contact JVA, Inc. with questions about this concept structural narrative.

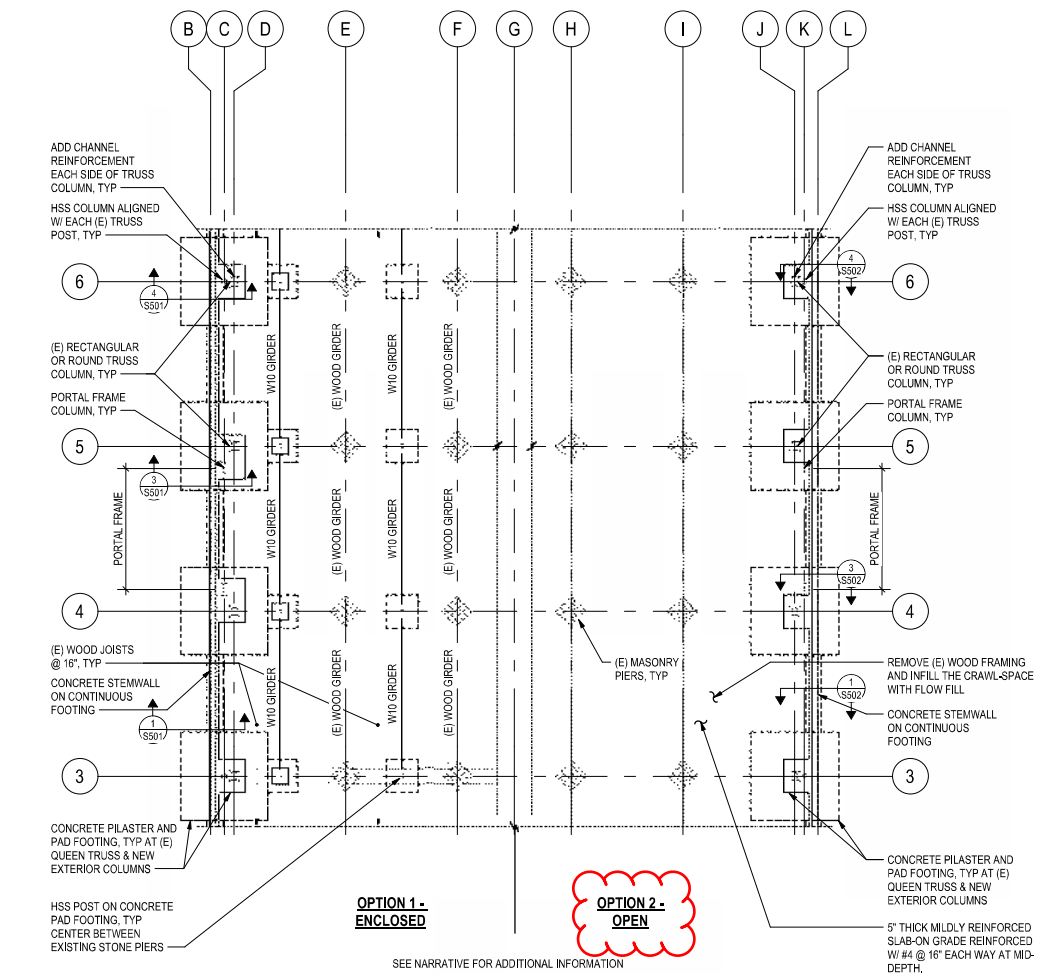
Katharine C. Athens, P.E., S.E., Sr. Project Engineer

Paul J. Hause, P.E., Principal

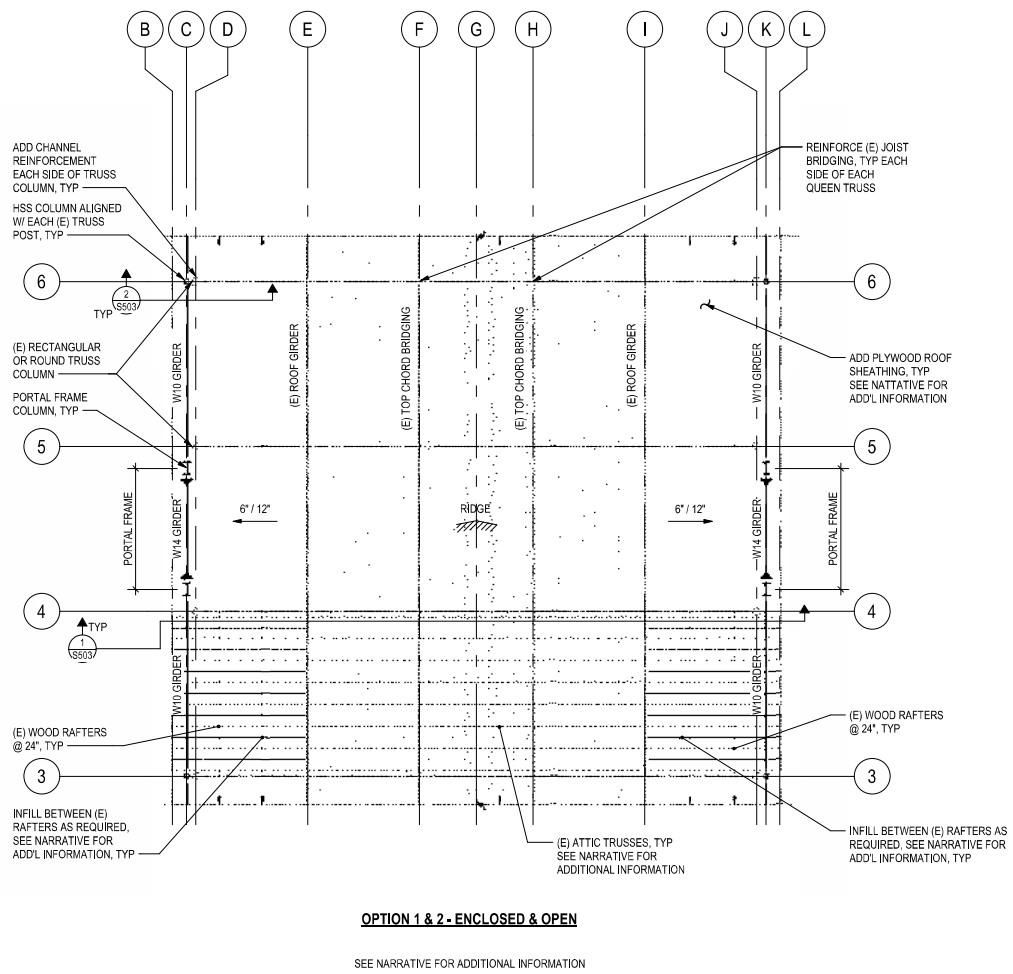
1675 Larimer Street, Suite 550

Denver, CO 80202

END OF NARRATIVE



PARTIAL FIRST FLOOR/FOUNDATION PLAN
1/8" = 1'-0"
NORTH
0 2' 4' 8' 16'



PARTIAL ROOF FRAMING PLAN
1/8" = 1'-0"
NORTH
0 2' 4' 8' 16'



REVISIONS	NO.	DATE	DESCRIPTION
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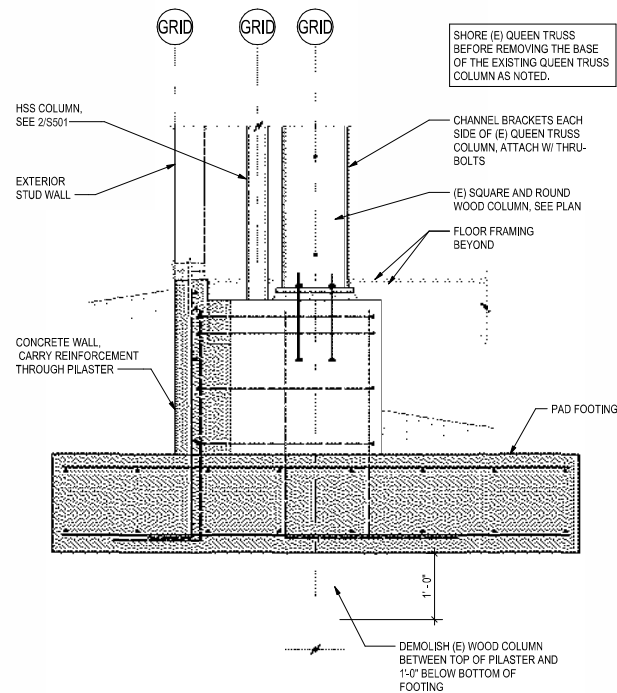
DESIGNED BY:	PJHKCA
DRAWN BY:	KCA
CHECKED BY:	PJH
JOB #:	241044.STR
DATE:	10/24/24
© JVA, INC.	

HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

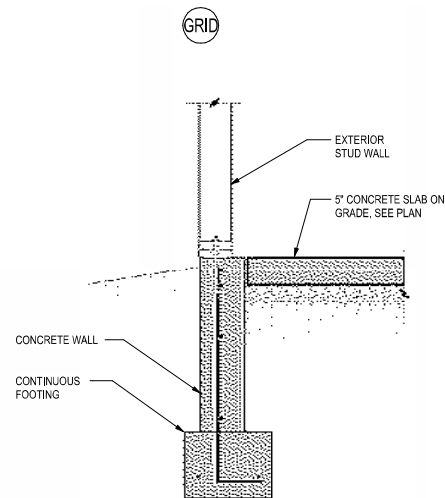
CONCEPTUAL FRAMING PLANS

CONCEPT DESIGN

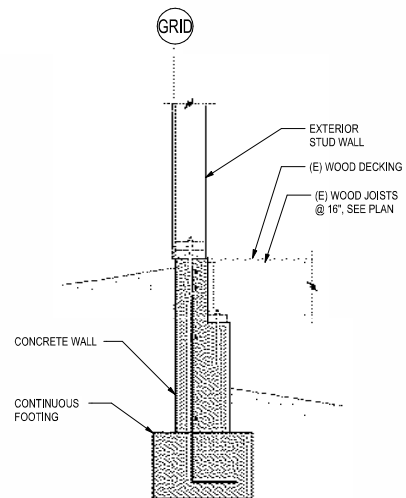
SHEET NO.
S101



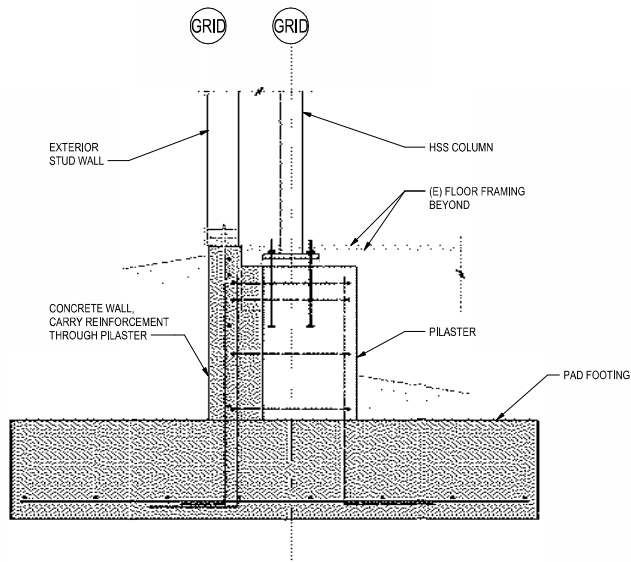
4 TRUSS COLUMN - ENCLOSED
S501 NO SCALE



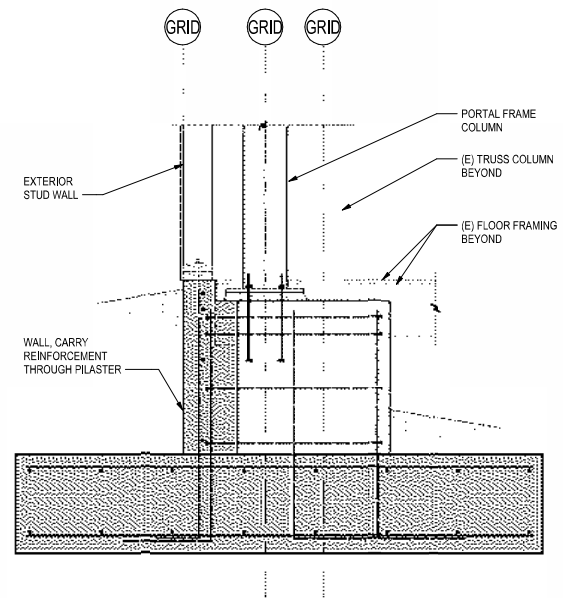
5 EXTERIOR WALL - ADDITION
S501 NO SCALE



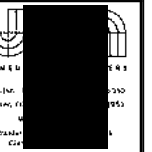
1 FROST WALL - ENCLOSED
S501 NO SCALE



2 EXTERIOR SUPPORT - ENCLOSED
S501 NO SCALE



3 PORTAL FRAME - ENCLOSED
S501 NO SCALE



REVISIONS NO.	DATE	DESCRIPTION

DESIGNED BY:	PJHKCA
DRAWN BY:	KCA
CHECKED BY:	PJH
JOB #:	241044.STR
DATE:	10/24/24
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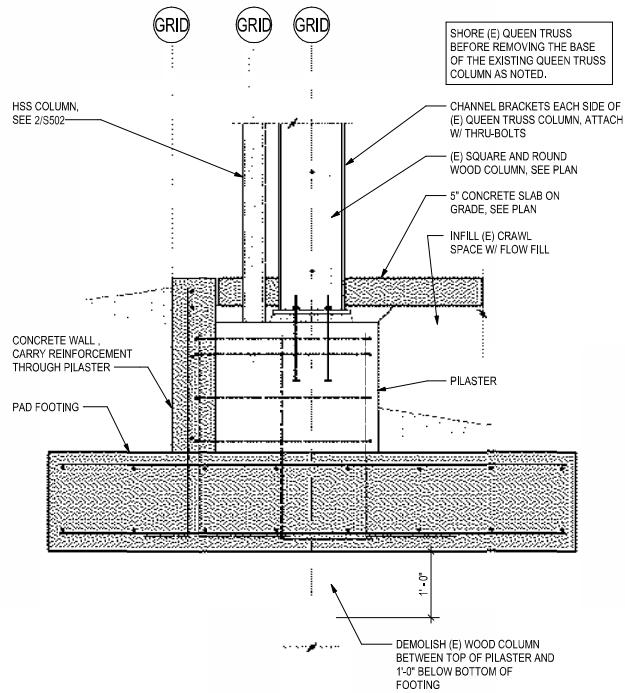
HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DETAILS - OPTION 1

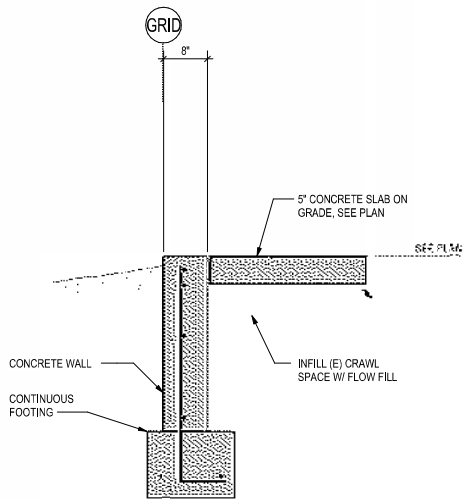
CONCEPT DESIGN

SHEET NO.

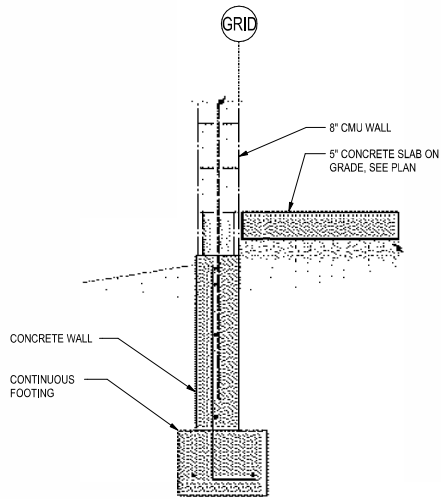
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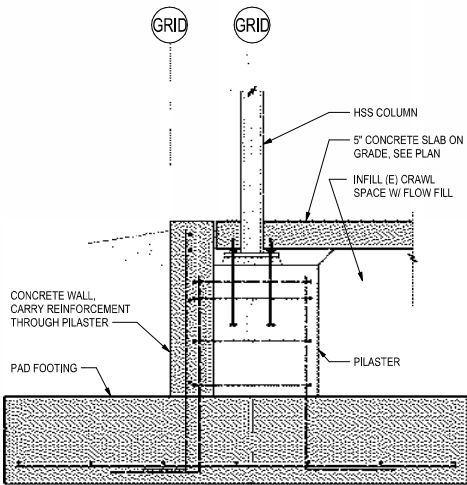
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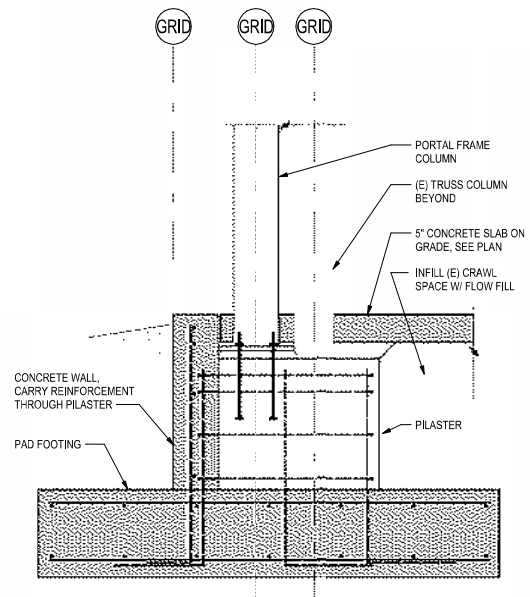
1 FROST WALL - OPEN
S502 NO SCALE



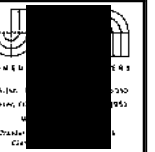
5 EXTERIOR WALL - NEW BUILDING
S502 NO SCALE



2 EXTERIOR SUPPORT - OPEN
S502 NO SCALE



3 PORTAL FRAME - OPEN
S502 NO SCALE



REVISIONS
NO. DATE DESCRIPTION

DESIGNED BY: PJHKCA
DRAWN BY: KCA
CHECKED BY: PJH
JOB #: 241044.STR
DATE: 10/24/24
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HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DETAILS - OPTION 2

SHEET NO.

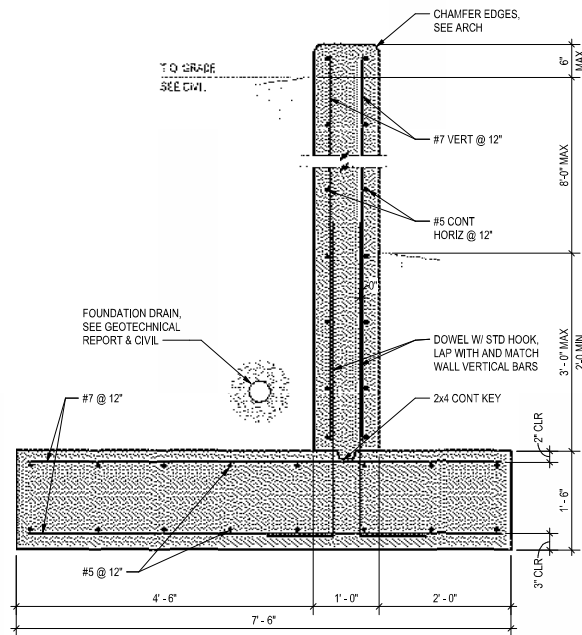
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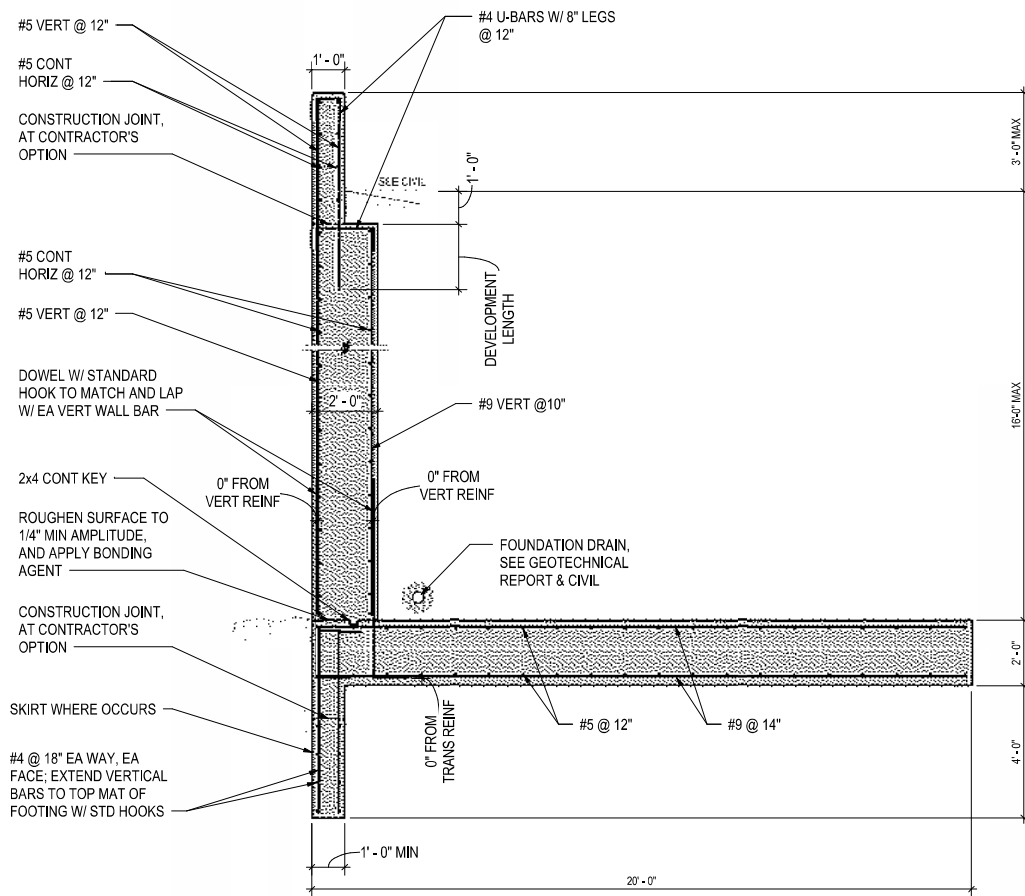
CONCEPT DETAILS - ROOF REINFORCEMENT
(OPTION 1 & 2)

SHEET NO.
503

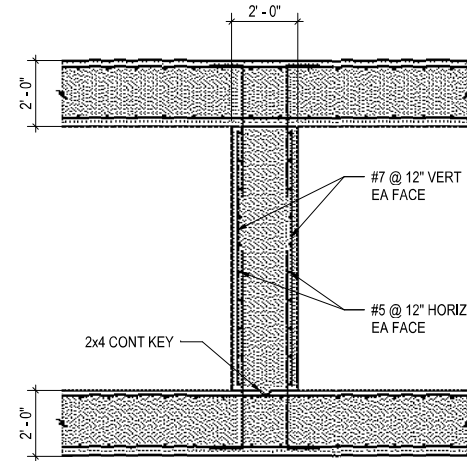




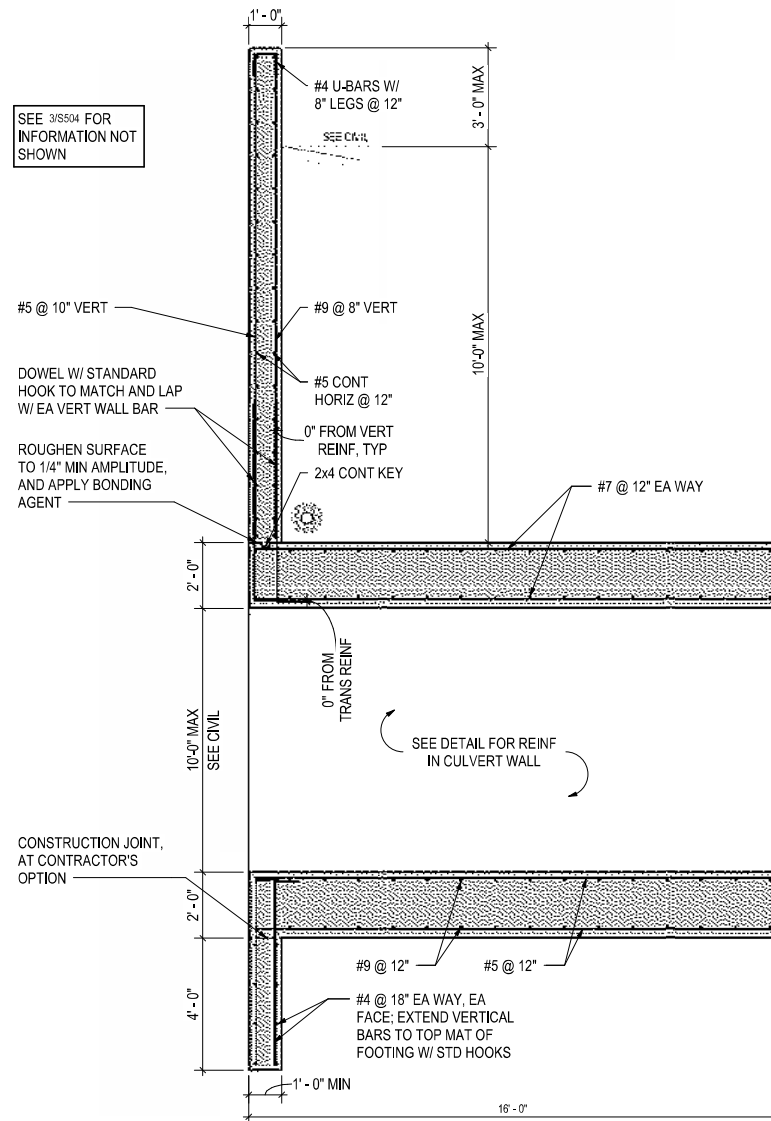
3 RETAINING WALL - NORTH SIDE OF CREEK (10'-0" MAX)
S504 NO SCALE



1 RETAINING WALL - SOUTH SIDE OF CREEK (16'-0" MAX)
S504 NO SCALE



4 TYP CULVERT SECTION
S504 NO SCALE



2 RETAINING WALL AT CULVERT
S504 NO SCALE



REVISIONS
NO. DATE DESCRIPTION

DESIGNED BY: PJHKCA
DRAWN BY: KCA
CHECKED BY: PJH
JOB #: 241044.STR
DATE: 10/24/24
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HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829
CONCEPT DETAILS - FLOOD RETAINING WALL
AND CULVERT DETAILS (OPTION 1)

SHEET NO.
S504



**Hiawatha Gardens Remodel
Manitou Springs, Colorado
Electrical SD Narrative**

Project Description:

This narrative is to provide some outline design ideas for the historic Hiawatha Gardens Dance Hall in Manitou Springs. The architect has proposed two options. ~~Option one is an enclosed structure with an attached addition for restrooms, utility, storage, meeting room and kitchen.~~ The second is an open air dance hall that is covered but open on the sides with a detached restroom, utility, and storage building. The narrative will look at the different electrical systems and break down the design into three sections. One where both options share the same solution and then separate option one and option two sections where systems will differ.

The codes used for the basis of this design narrative are the 2021 IBC, 2021 IECC and the 2023 NEC.

Electrical Service:

Both Options

The electrical service for this building is an existing 240/120V, single phase, three wire system. It only appears to be feeding a few cameras attached to the exterior of the dance hall so it's a very limited service. The existing service is fed overhead to an exterior mounted meter and panel mounted to a post adjacent to the building. Since this appears only to be for cameras a new service will be needed for both options one and two to serve new electrical loads for the building. Coordination with the utility company will determine any new routing required to get the new larger service to the new service entry location.

Electrical Distribution:

Both Options

The existing service panel and meter can be removed. This will no longer be needed as it is undersized. No electrical panels were observed inside the dance hall, but if any are found they should also be removed.

Option 1 Enclosed

~~Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 400 amp cold sequence disconnect. Provide a 400 amp, 240/120V, single phase, three wire service. From this 400 amp main disconnect feed a 400 amp panel in the utility room. This panel should be a two section, 84 circuit, panel to serve all branch circuits of the building. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.~~

Option 2 Open Air

Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 200 amp cold sequence disconnect. Provide a 200 amp, 240/120V, single phase, three wire service. From this 200 amp main disconnect feed a 200 amp panel in the utility room. The panel located in the utility room will feed the restroom core electrical loads. This panel will also serve a sub panel located in the dance hall structure to serve the electrical branch circuits in the dance hall. This should be a 100 amp, 240/120V, single phase, three wire panel with 42 circuits. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.

General Power:

Both Options

All existing conduit, switches, lights, junction boxes and receptacles should be removed from the existing dance hall.

Provide a quad receptacle at all column locations in the dance hall for general use.

Provide a single duplex mounted at +48" in the storage room.

Provide one GFCI duplex, mounted above counter, in each bathroom near the sinks.

Provide a GFCI duplex with a weather proof in use cover at all exterior doors.

Option 1 Enclosed

Provide four duplex outlets in the hall between the dance hall and restroom core area.

Provide a duplex every 12' around the perimeter of the meeting room. Provide a duplex on the south wall mounted at 6' AFF for a TV. Provide three GFCI duplex outlets mounted above the counter in the meeting room. Provide a dedicated GFCI duplex for a small under counter refrigerator in the meeting room. Provide a recessed floor outlet in the center of the meeting room.

Provide a NEMA 14-50R receptacle for a range in the kitchen. Provide a dedicated duplex for a refrigerator. Provide a dedicated duplex for a combination microwave/hood above the range. Provide four GFCI above counter duplex outlets for general kitchen loads. Provide two general purpose duplex outlets in kitchen.

Option 2 Open Air

Devices in the open air dance hall should be GFCI.

Mechanical Equipment:

Both Options

Provide power to an 18KW water heater.

Provide power to all small mechanical loads such as a circulation pump for the hot water, exhaust fans for the restrooms.

Option 1 Enclosed

Provide power to two rooftop units, a 12.5 ton and a 25 ton unit. Provide power to 0.5KW radiant heaters in the exterior accessed restrooms as well as a 1.0KW radiant heater in the utility room.

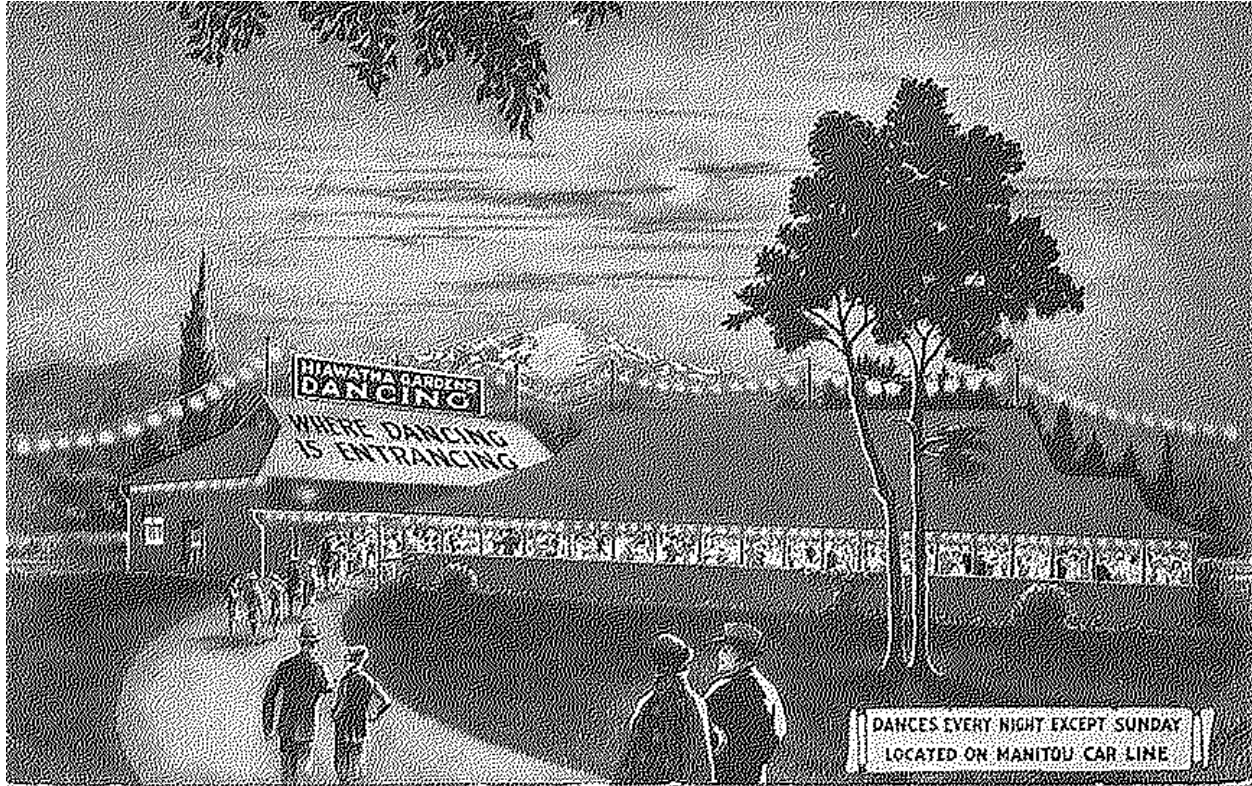
Option 2 Open Air

Provide power to radiant heaters located in the restrooms. Each heater will be 750W. The family restrooms will require a single heater each and the larger gendered restrooms will each require three heaters. Provide power to a 750W unit heater in the utility room. Provide power to three ceiling fans in the dance hall.

Lighting & Lighting Controls:

Both Options

Provide string lights around the perimeter of the building under the eave to provide a similar look to the picture below. Light fixture similar to Tivoli Lightsphere 2.0.



Strig Lights Under Eave

Backlight the letters of the roof mounted sign using exterior rated tape light. Use a tape light similar to Kelvix static white UNix-WL series.

Provide an emergency egress light above each exterior egress door. Similar to Lithonia AFN series.

Egress lighting will be provided by a central inverter that will power select light fixtures when power is lost. This inverter will be mounted in the electrical room. Anticipated size is probably two 525VA inverters similar to Evenlite Liteminder series #LM-52-LC-V1. Provide exit lights at all exit doors. Similar to Lithonia LQM series.

Provide simple 4' LED strip lights for the utility and storage rooms. These can be controlled by a wall mounted motion sensor with an on/off switch. Provide strips similar to Lithonia CSS series.

Restrooms will remain open to the public and accessible from the outside so the lighting and lighting control in these spaces should be vandal resistant. A simple linear LED fixture like Luminaire LED #CLF7L would work well. These fixtures are pretty minimum for a vandal resistant option while also able to house motion sensors inside the fixture so that lights are auto on and off from a sensor that is also vandal resistant and hidden within the fixture. For the small individual restrooms a single unit in the center should be fine while in the larger restrooms a row over the stalls and another row at the vanities will be required.



Restroom Linear

Provide three layers of light in the main historic dance hall. These layers are decorative pendants mounted between the trusses, wall sconces around the perimeter and an LED uplight hidden on the top of the beams to uplight the structure. The uplight should be a simple tape light in a small channel similar to Kelvix CH channel. The pendants and sconces should be decorative fixtures appropriate for the time period. An example of each is shown below. Refer to the lighting layout in the corresponding schematic plans provided with the narrative This layout is for option #1, option #2 will have a similar layout just less cope with no kitchen and multipurpose room.



Dance Hall Pendant



Dance Hall Sconce



Truss Mounted Channel Uplight

Provide a lighting control dimming system similar to Lutron Athena with Energi Savr modules to dim and control the dance hall and exterior lights. Each layer of light should be controlled on its own dimming zone. A touch screen control station to control the lights in the dance hall should be coordinated with the owner. The touch screen should have preset scenes as well as a manual option to set up a custom scene.

The exterior lighting shall be auto on and auto off using a time clock and photosensor connected to this same lighting control system, these lights just wont need to be dimmed.

~~Option 1 Enclosed~~

~~For the hall to access the restrooms that will remain open a round vandal resistant light fixture shall be used. This will have a motion sensor in it behind the lens to turn lights on and off automatically. Fixture shall be similar to Luminare LED #ARV13.~~



Restroom Hall Vandal Resistant

For the halls connecting the new addition to the historic dance hall provide surface mounted period style fixtures. This will help tie the new space into the historic dance hall. These lights will be controlled with the same Lutron control system as the dance hall and just be placed on their own zone.



Ceiling Surface Mount

For the multipurpose room provide a combination of the period wall sconces and surface mounts found in the hall and dance hall. It will probably be helpful to include small aperture, 3" or 4" recessed downlights as well to help boost light levels in this room making it more flexible for uses that will require higher light levels. The lighting controls should be local dimmers that control the sconces, decorative ceiling and recessed downlight separate. Motion sensors shall be placed in the space to make sure lights go off when the space is not occupied.

For the kitchen provide a lensed LED recessed troffer providing 50 footcandles of light required by the health department. A simple troffer like Lithonia #BLT is an example. The lighting controls will be a dimmer switch at the door with ceiling mounted motion sensors to make sure lights are off when the space is not occupied.



Kitchen Troffer

Option 2 Open Air

Provide a recessed step light in all planting beds between the dance hall and the bathroom core to provide a soft glow of light. Provide a step light similar to Ligman type URA-40691. These should be controlled with the string lights around the exterior of the building and be auto on/off.



Step Light

The sconces used in the open air version of the dance hall will probably need to be wet listed due to their proximity to the openings.

Fire Alarm:

Both Options

The building is a type A occupancy with a load of more than 300. This will require a manual detection and notification system. Provide manual pull stations at all exits. Provide a smoke detector in all enclosed spaces. In

large rooms space smoke detectors about 30' apart. Provide a horn strobe every 75' in all occupied spaces. Provide a fire alarm control panel in the utility room.

~~Option 1 Enclosed~~

~~Provide duct detectors for each roof top unit. Provide unit shut down relays that will turn off roof top units when the fire alarm system is going off.~~

Access Control:

We do not anticipate any electronic access control on this site.

Security:

Both Options

The security system shall record and store 30 days worth of data. This head end can be located in the utility room. Provide four cameras around the exterior to monitor the outside of the building.

Provide two cameras in the dance hall on opposite ends to monitor the dance space.

~~Option 1 Enclosed~~

~~Provide a camera in the meeting room.~~

Provide a camera in the kitchen.

Provide two cameras to monitor the hall connecting the dance hall to the restroom core.

Tele/Data:

Both Options

Provide a small wall mounted rack in the utility closet to house some basic telecom. Anticipate two WAP for wifi in the dance hall.

~~Option 1 Enclosed~~

~~Provide a WAP in the multi purpose room.~~

Provide a WAP in the kitchen.

Audio/Visual:

Both Options

Provide a sound system in the utility room rack. At a minimum we would anticipate this to have access to the internet for a subscription music program. There should also be Bluetooth for users to hook up their own music. In the music hall provide connections for DJs to connect into the sound system. This system should also have a wireless microphone that can be used over the speakers.

Provide speakers mounted to the end walls and on both sides of trusses. These speakers should be high quality three way speakers able to produce a high quality sound expected at a dance hall. Anticipate about 18 speakers.

~~Option 1 Enclosed~~

~~Provide four recessed speakers in the hall between the dance hall and restroom core that plays the same sound as the dance hall.~~

Provide a large, roughly 65", wall mounted TV in the multipurpose room. Provide a wall plate below the TV recessed in the wall for user input. These should include USB and HDMI. Provide six recessed speakers in the space that play any sound from the TV in the space.



- NOTES:
1. LOW VOLTAGE CABLE SHOWN SHALL BE VERIFIED IN THE SHOP DRAWINGS WITH LUTRON. USE THE INDICATED FOR BIDDING PURPOSES.
 2. REFER TO LUTRON INSTALLATION INSTRUCTIONS FOR WIRING DIAGRAMS FOR ALL COMPONENTS. THE INTENT OF THIS ONE-LINE IS TO BE SCHEMATIC.
 3. FOR THE WIRE LABELED WITH A "Q" USE THE TABLE BELOW.

TOTAL CONTROL LINK LENGTH	WIRE GAUGE	AVAILABLE FROM LUTRON IN ONE CABLE:
LESS THAN 500ft (152.4 m)	POWER (TERMINALS 1&2): 1 PAIR 18 AWG (1.0 mm ²)	GRX-CBL-34S5 (NON-PLENUM) OR GRX-PCBL-34S5 (PLENUM)
	DATA (TERMINALS 3&4): 1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED*	
500ft (152.4 m) TO 2,000ft (610 m)**	POWER (TERMINALS 1&2): 1 PAIR 12 AWG (4.0 mm ²)	GRX-CBL-4S6L (NON-PLENUM) OR GRX-PCBL-4S6L (PLENUM)
	DATA (TERMINALS 3&4): 1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED*	

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	KLY	KLY	KLY

E102



October 21, 2024

Hiawatha Gardens Historic Dance Hall Manitou Springs, CO

Mechanical and Plumbing Schematic Design Narrative

This narrative is to describe the mechanical and plumbing systems to be utilized at the Historic Hiawatha Gardens Dance Hall. The site is being designed around two individual concepts; ~~the first option is to have an enclosed dance hall and adjoining restroom/utility spaces~~, the second option is to have an open air dance hall and a separate building that will contain restroom facilities for the site. ~~The building in option one consists of +/- 8,200 square feet with approximately 5,000 SF of open meeting/dance space. The remaining spaces include a meeting room, storage area, warming kitchen, restrooms and a utilities room.~~ For Option two the dance hall footprint remains the same but the space is open to the environment with no environmental control. The second building of option two consists of +/- 800 square feet of restrooms and storage only. The plumbing and mechanical systems capacities will be sized to accommodate the areas noted above.

The following codes will be utilized for the design basis:

- IBC 2021
- IMC 2021
- IPC 2021
- IFGC 2021
- IECC 2021 (Prescriptive Path)

Design Conditions (Per client design guidelines and ASHRAE)

Colorado Springs, CO, USA
6,300'

Outside ambient temperatures

Summer DB	92.0 F
Summer WB	61.0 F
Winter DB	-10.0 F (5-year minimum)

Occupied room temperatures

Cooling 75.0 F
Heating 70.0 F

Commissioning will be required for the mechanical and plumbing system as required by the 2021 IECC.

Mechanical System

The mechanical system shall be designed to match the two distinct floor plan options and each option will have different requirements. ~~For option one heating and cooling will be designed for all spaces~~, while for option two the detached restroom building will be designed for heating only and the dance hall shall remain unconditioned.



Option one will be designed using single-zone dual fuel heat-pump rooftop units with dry-bulb economizers. The anticipated equipment layout and distribution for option one will be as follows:

RTU-1

Serves Dance Hall
Approximately 5,000 S.F.
25 nominal Ton unit

RTU-2

Serves Auxillary spaces
Approximately 3,200 S.F.
12.5 nominal Ton unit

Separate from RTU-2 in option one the exterior accessible restrooms cabinet unit heaters 0.5 kW cabinet heaters will be utilized and in the utilities space a 1 kW unit heater will be used.

Option two will utilize radiant heaters in the necessary spaces to maintain temperature and prevent freezing. Radiant heat panels will be utilized in the ceiling to produce the necessary load. The panels will each be 750W and 2'x4' in size. One panel will be required for each family restroom. For the larger gendered restrooms, three panels will be required for each space. In the utility room a 0.75 kW unit heater will be utilized.

General exhaust shall be provided for the restrooms and janitor closet in both design options. In both design options a quantity of 850 cfm is required total. In option one a single roof mounted exhaust fan will be utilized to cover this load. In option two a single inline fan will be utilized and will exhaust the required cfm to a louver.

Ceiling fans will be provided in the dance hall in option two. A quantity of three fans similar to Canarm model H-9330 is recommended.

Plumbing System

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new domestic cold water, domestic hot water and hot water recirculation, and sanitary sewer piping. Plumbing fixture counts shall be taken from the architectural plans. Plumbing fixtures shall meet ADA requirements. The plumbing system requirements will remain mostly identical between the two design options. The hot water system shall consist of a 50 gallon 8 kW electric water heater. The hot water system will consist of a hot water recirculation pump that runs on an occupied/unoccupied schedule on an aquastat.

The plumbing system will consist of a 1-1/2" domestic cold water tap and meter. The domestic cold water service from the meter to the building will be upsized to 2" to accommodate for pressure losses. It is assumed that the cities' water main has enough pressure that a domestic water booster pump is not required.

All water lines throughout the building shall be Type L copper with wrought solder fittings.

A 4" sanitary line and 3" vent line will serve all plumbing fixtures.



All waste lines on the interior of the building shall be cast-iron. All waste line connections shall be made with Husky H4000 bands or equal. All waste lines below grade shall be PVC.

~~For the option one rooftop units a new gas line and meter will be required. The gas line will be 3/4" in size and supply gas at 2.0 psi.~~

The plumbing fixture specifications shall be as follows:

- Water closets shall be 1.28 GPF vitreous china with battery-powered flush valves.
- Urinals shall be pint flush vitreous china with battery-powered flush valves.
- Lavatories shall be wall hung vitreous china with wall carriers connected to the floor, and 0.5 GPM auto faucets. Each lavatory faucet shall have a thermostatic mixing valve mounted as close to the bottom of the fixture as possible to avoid tampering. Insulation kits shall be provided below all lavatories for accessibility.
- Floor drains shall be nickaloy finish. All floor drains shall have Trap Guards. There shall be floor drains located in the kitchen, restrooms, and utility room.
- Floor sinks shall be white acid-resistant finish. There shall be a floor sink provided for the water entry backflow preventor.
- A wall hydrant in a lockable box at the exterior of the building shall be provided. The hydrant shall have a shut-off valve on the interior of the building as well.
- The roof shall have gutters, refer to architectural.
- ~~As part of option one only the warming kitchen shall have single compartment sinks with a garbage disposal unit and faucet. An additional sink will also be available in the meeting room.~~
- A molded stone mop service basin with faucet having integral and check stops shall be provided in the utility room.
- Water hammer arrestors shall be provided as required, with access panels.
- Gas Piping will be schedule 40 black steel and paint on the roof.
- ~~Roof hydrants will be located near mechanical equipment on the roof for option one.~~

End of Narrative

Hiawatha Gardens Ecological Characterization Study Manitou Springs El Paso County, Colorado

On Behalf of:

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Prepared by:



2435 Research Parkway
Suite 300
Colorado Springs, CO 80920

October 24, 2024

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1.0 Introduction

Matrix Design Group, Inc. (Matrix) prepared this Ecological Characterization Study per Manitou Springs Code Ordinance 18.03.10.5 on behalf of the City of Manitou Springs for the proposed drainage improvements at the historic Hiawatha Gardens building, located in Manitou Springs, El Paso County, Colorado. The proposed project includes concept level parking and pedestrian improvements, landscape improvements, and potential improvements to the adjacent Fountain Creek channel and floodplain.

2.0 Methods

For this assessment, Matrix first conducted a desktop analysis of the project area to determine whether known federal threatened and endangered species or critical habitat have been documented within or immediately adjacent to the proposed project area. Matrix queried the following sources to gain more information about the project area:

- The U.S. Fish and Wildlife Service (USFWS), Information for Planning and Consultation (IPaC) Official Species List for candidate, threatened, or endangered species, and their critical habitat for the project area (USFWS, 2022b)
- The Colorado State Wildlife Action Plan (CSWAP) and Colorado's Conservation Data Explorer (CODEX) for state listed Species of Greatest Conservation Need (SGCN) (CODEX, 2023)
- The U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) stream and waterbody data for a list of streams, waterbodies, and watersheds that intersect with the project area (USGS, 2022).
- The USFWS National Wetland Inventory (NWI) for a list of wetland and open water habitat that intersect with the project area (USFWS, 2022a).

A literature review was conducted for pertinent information on each USFWS federally listed species and Colorado state-listed species regarding their habitat preferences, life history requirements, distinguishing features, mobility/home-range requirements, reproductive needs, and sensitivity to anthropogenic disturbances.

A subsequent field review of the project area was conducted by Matrix staff on September 18th, 2024. In accordance with Code Ordinance 18.03.10.5, Matrix assessed the following:

- wetlands and perennial streams
- native and non-native vegetation communities
- locate and identify trees greater than 3 inches indicating their size and health
- passively record wildlife observed

The findings of the desktop analysis and field visit are summarized below. Features observed and recorded in the project area were located using a handheld GPS unit with sub-foot accuracy. This includes trees, ordinary high-water mark, top of bank, and shoreline.

3.0 Results

3.1 Wildlife Use of the Area and Habitat Value

The Endangered Species Act (ESA) of 1973 is administered the U.S. Fish and Wildlife Service (USFWS) and protects threatened and endangered species and their habitats. Potentially significant adverse effects

to federally listed species and/or their habitats require consultation with USFWS under Section 7 or Section 10 of the ESA. Effects on candidate species do not require formal consultation. USFWS serves as the deciding authority on the designation and development of species-specific conservation banks.

Under the ESA it is unlawful for any person to “take” an endangered species, including any significant habitat modifications that could alter species behaviors, such as mating or foraging, or other actions that may result in the further decline of that species. Therefore, a preliminary desktop analysis for any federally listed species that could occur at or near the project area was conducted. The IPaC report identified eight federally threatened, endangered, or candidate species that may be impacted by activities at or near the project, which are listed in [TABLE 1](#). Only species with the potential to occur will be evaluated for any constraints to development.

Table 1. Threatened and Endangered species with potential to occur in project area

Scientific Name	Common Name	Species Type	USFWS Status	Potential to Occur
<i>Canis lupus</i>	gray wolf	mammal	Experimental in CO	No
<i>Charadrius melodus</i>	pipin plover	bird	Threatened	No
<i>Danaus plexippus</i>	monarch butterfly	insect	Candidate	No
<i>Laterallus jamaicensis</i>	eastern black rail	bird	Threatened	No
<i>Perimyotis subflavus</i>	tricolored bat	mammal	Proposed endangered	Yes
<i>Scaphirhynchus albus</i>	pallid sturgeon	fish	Endangered	No
<i>Spiranthes diluvialis</i>	Ute ladies'-tresses	plant	Threatened	No
<i>Strix occidentalis lucida</i>	Mexican spotted owl	bird	Threatened	No, final critical habitat

USFWS defines critical habitat as an area of land and water with physical and biological features that are essential for the conservation of a threatened or endangered species that may require special management considerations or protections (USFWS, 2004). The project area lies within final critical habitat for the Mexican spotted owl (*Strix occidentalis lucida*) (MSO) as defined by USFWS. MSOs prefer both forested and rocky-canyon habitats, disconnected from human encroachment (USFWS, 2023a). Following correspondence with local USFWS biologist, Kyle Lemaire, due to the urbanization and high human traffic throughout the City of Manitou Springs, MSOs are not expected to inhabit the project area, nor the surrounding area; therefore, this project is not expected to have adverse impacts on MSOs nor will there be any restrictions or limitations to the project construction due to the designated critical habitat.

The tricolored bat (*Perimyotis subflavus*) (TCB) is one of the smallest bats that is native to North America and can be found roosting in forests, caves, mines and/or human structures, such as barns, porch roofs, and bridges. In the winter months (November to April), they are known to hibernate in caves, mines, and the occasional road-associated culvert and/or bridge, where caves are less abundant. Their preferred prey items include small insects such as caddisflies, moths, beetles, wasps, and flies and are usually found foraging in the early evening along forest edges and over waterways. During the site visit, Matrix biologists observed suitable habitat throughout the project area, including large trees and various bridge and culvert structures that could potentially be utilized as roosting locations.

Following correspondence with local USFWS biologist, Kyle Lemaire, an informal decision of “may affect, not likely to adversely affect” determination was discussed. Due to the potential adverse effects to a

federally listed species and their habitat, the project will likely require consultation with USFWS under Section 7 or Section 10 of ESA (USFWS, 2022b) in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.

When planning for the construction of the project, it is recommended that development activities follow the proposed [Voluntary Environmental Review Process for Development Projects](#) developed by the USFWS to limit any potential impacts to the TCB or their habitat, during the disturbance. Due to the TCB being listed as proposed endangered, minimal conservation measures have been outlined by USFWS. Through conversations with USFWS and internal research, Matrix's recommendations include, but are not limited to, a qualified biologist completing bat presence/absence surveys within culverts and under bridges, prior to construction, in addition to restricting the removal of suitable roosting trees and shrubs during the summer months, outside of hibernation and active pup season (April to July), when individuals have the ability to depart from their potential roosting areas (USFWS, 2024).

3.2 Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) protects all migratory birds, raptors, and their active nests. The MBTA prohibits the removal or disturbance of active nests that would result in the loss of eggs or young. Migratory birds and raptors could potentially be impacted by the project, both directly through habitat loss and indirectly due to sound disturbance related to construction activities. Colorado Parks and Wildlife (CPW) recommends all construction-related disturbances occur outside of the migratory bird and raptor nesting season, January 15 through September 30. If disturbance occurs within the nesting season, it is recommended that a qualified biologist conduct a survey of the project area for nesting migratory birds within seven (7) days prior to clearing/grubbing or other construction activities. Desktop analyses identified twelve birds of conservation concern that may be impacted by activities around the project, which are listed in [TABLE 2](#).

Table 2. Migratory bird species of concern with potential to occur in project area

Scientific Name	Common Name	State Status*	SWAP** Tier	Potential to Occur
<i>Haliaeetus leucocephalus</i>	bald eagle	Eagle Act		No
<i>Selasphorus platycercus</i>	broad-tailed hummingbird	BCC		Yes
<i>Larus californicus</i>	California gull	BCC		No
<i>Haemorhous cassinii</i>	Cassin's finch	BCC	Tier 2	No
<i>Nucifraga columbiana</i>	Clark's nutcracker			No
<i>Coccothraustes vespertinus</i>	evening grosbeak	BCC		Yes
<i>Psiloscops flammeolus</i>	flamulated owl	BCC		No
<i>Aquila chrysaetos</i>	golden eagle	Eagle Act	Tier 1	No
<i>Melanerpes lewis</i>	Lewis's woodpecker	BCC	Tier 2	Yes
<i>Contopus cooperi</i>	olive-sided flycatcher	BCC	Tier 2	No
<i>Gymnorhinus cyanocephalus</i>	pinyon jay	BCC		No
<i>Leiothlypis virginiae</i>	Virginia's warbler	BCC	Tier 2	No

*BCC = Bird of Conservation Concern, **SWAP = State Wildlife Action Plan

There are three species of migratory birds that have to potential to be present at the project area, broad-tailed hummingbirds, evening grosbeaks, and Lewis's woodpecker. Construction timing should aim to occur outside of active nesting times for each species. Nesting for the identified species occurs from April to September. All vegetation removal, thinning, or other construction activities that impact vegetation should occur outside of the nesting window to prevent damage to nesting trees or direct take of adults, chicks, or eggs. If construction activities cannot occur outside of this window Matrix recommends for surveys to be conducted by a qualified biologist no fewer than five (5) days prior to construction activities to determine the presence/absence of the species noted. If active nests or nesting behaviors are observed, precautionary measures like buffer zones for work should be implemented to reduce any adverse impacts to the nesting birds. More information on [Nationwide Standard Conservation Measures](#) are provided by USFWS to reduce stress on nesting birds during development.

3.3 State and Local Protections and Considerations CODEX

Colorado's Conservation Data Explorer (CODEX) considers biological diversity, lands, hydrology, and other natural resources including potential impacts to threatened, endangered, and special concern species and their habitat within projects areas. During our CODEX review, which includes a one-mile buffer of the project area, five Tier 1 Species of Greatest Conservation Need (SGCN) were noted to potentially occur within the project area, which are listed in [TABLE 3](#).

Table 3. SWAP Tier 1 species of concern with potential to occur in project area

Scientific Name	Common Name	Species Type	SWAP Tier	Potential to Occur
<i>Zapus hudsonius preblei</i>	Preble's meadow jumping mouse	mammal	Tier 1	No
<i>Corynorhinus townsendii pallenscens</i>	Townsend's big-eared bat	mammal	Tier 1	Yes
<i>Leucosticte australis</i>	brown-capped rosy-finch	bird	Tier 1	Yes
<i>Myotis lucifugus</i>	little brown myotis	mammal	Tier 1	Yes
<i>Myotis thysandodes</i>	fringed myotis	mammal	Tier 1	Yes

The brown-capped rosy-finch can be found in higher alpine areas near meadows where they forage for seeds and insects along the edges of areas with melting snow. In the winter, they move to lower elevations to more forested habitats. Nests for this species have been found as high as 14,000 ft and are typically made in cliffs, caves, and old rockslides. This species has the potential to occur in this area during the winter months, however, there is no breeding habitat in the area so it is unlikely that they would be impacted by construction activities.

Townsend's big-eared, Mexican free-tailed (*Tadarida brasiliensis*), and myotis bat winter hibernacula habitat was identified within 1-mile of the project area. It is unlikely that construction activities will impact these species. However, removal of potential roosting trees should be minimized as possible, therefore, Matrix recommends that the removal, thinning, or alteration of any vegetation should be timed in accordance with the limits already set by the tricolored bat.

3.4 Habitat Considerations

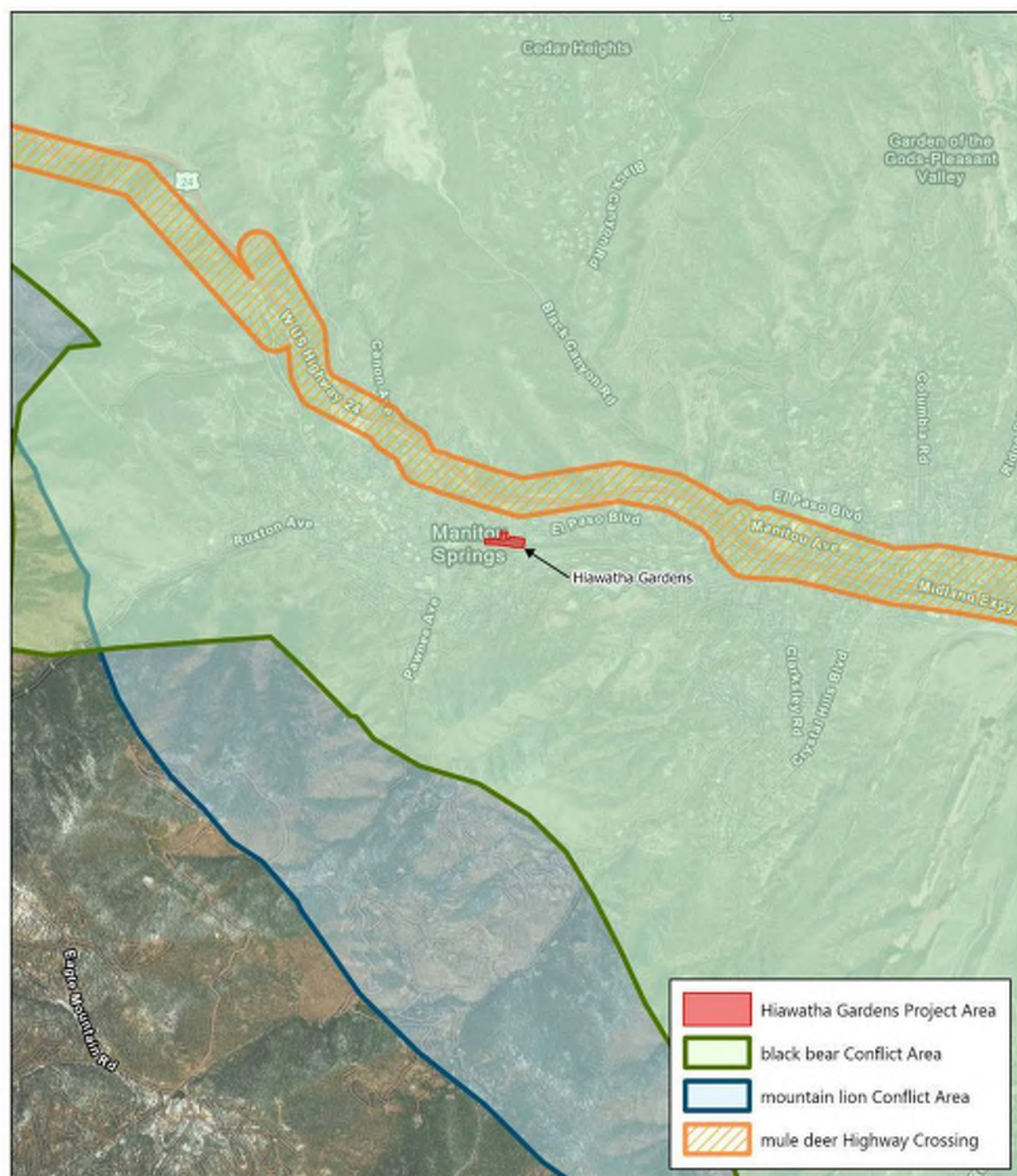
The project area is located along Fountain Creek which likely provides a movement corridor for large and small wildlife species [e.g., amphibians, reptiles, small mammals, and arthropods (insects and spiders, including pollinators), mule deer, and coyotes]. Signs of mule deer, including tracks and scat, were

observed along Fountain Creek during the visit to the project area. Other observations included black-capped chickadee (*Poecile atricapillus*), American crow (*Corvus brachyrhynchos*), hairy woodpecker (*Dryobates villosus*), and black-billed magpie (*Pica hudsonia*). A common garter snake (*Thamnophis sirtalis*) was observed near the creek during the visit which suggests the use of the area by this species. Due to the current conditions of the project area being an existing parking lot with an existing building and pedestrian and vehicular traffic moving through the site at regular intervals, it is unlikely that any species, beyond migratory birds, is spending a considerable amount of time within the project area for cover, nesting, or roosting. It is likely that Fountain Creek, and the associated vegetation, provides enough cover for wildlife to use the southern boundary of the project area as a movement corridor and short-term stopping place for water and foraging.

This area has been identified as a black bear and mountain lion human-wildlife conflict area by CPW (FIGURE 1). In developing the land adjacent to Fountain Creek there are opportunities to reduce conflict with nuisance wildlife species (e.g., prairie rattlesnake, raccoons, red fox, coyote, and mule deer) from negative interactions with people, their pets, and vehicles. Revegetation and landscape design in the project area should focus on reducing human-wildlife conflicts by keeping dense vegetation away from the surrounding commercial properties. CPW provides guidance for developers to reduce conflicts with wildlife: [Colorado Parks & Wildlife - Developing with Wildlife in Mind \(state.co.us\)](https://state.co.us/colorado-parks-wildlife-developing-wildlife-mind). This will help to keep species moving through the area near the floodplain of Fountain Creek and discourage movement through adjacent properties. Any changes to culverts, storm outfalls, or other structures potentially used for wildlife movement should be evaluated and the design will be adjusted to maintain or improve the safe passage of wildlife through the greater corridor while remaining mindful of human and wildlife safety.

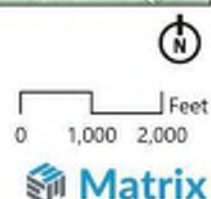
To the North of the project area, CPW has identified a mule deer highway crossing area across State Highway 24 (FIGURE 1). While we can assume mule deer are present within the Fountain Creek corridor, and thus likely use a portion of the project area as a movement corridor, there are no impacts to development because of the designated mule deer highway crossing. It is recommended that CPW's *Developing with Wildlife in Mind*, linked above, be utilized as a guide for design, and that careful consideration be given to the planting palette for landscape design to deter deer from becoming a nuisance within the new development.

Figure 1. Wildlife-Human Conflict Areas



HIAWATHA GARDENS
FIGURE: WILDLIFE-HUMAN CONFLICT AREAS

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.5 Wetland Boundary and Ecological Function

The project area is located within the Fountain Hydrologic Unit Code (HUC) 11020003, an approximately 594,176-acre watershed (FEMA, 2023). Based on a review of the USFWS National Wetlands Inventory (NWI), the project area contains Fountain Creek, which is classified as riverine unknown perennial, unconsolidated bottom, permanently flooded (R5UBH) (USFWS, 2023b). (FIGURE 2).

Figure 2. Fountain Creek at Hiawatha Gardens



Matrix staff visited the project area to delineate the limits of aquatic resources, including wetlands and the ordinary high-water mark (OHWM) that may be subject to CWA Section 404 jurisdiction (Waters of the U.S. or "WOTUS"). Additionally, the top of bank and shoreline were delineated as required by the City of Manitou Springs Code Ordinance 18.03.10.5. Approximately 0.01 acre of palustrine emergent (PEM) wetlands were mapped within the project area and contained hydrophytic vegetation, hydric soils, and indicators of hydrology. These wetlands are assumed to be sustained by Fountain Creek continuous flows and seasonal flooding. Emergent wetlands were primarily dominated by reed canarygrass (*Phalaris arundinacea*, Facultative Wetland [FACW]), bluejoint (*Calamagrostis canadensis*, FACW), and orchardgrass (*Dactylis glomerata*, Facultative Upland [FACU]). Wetlands were primarily confined to the fringe and floodplains of Fountain Creek. Wetland/upland transitions were delineated based on changes in vegetation community composition and presence or lack of wetland hydrology indicators. Two data points were collected along the wetland/upland transitions during the delineation to characterize the changes in vegetation, soil, and hydrology. Soils within the wetlands were recorded as 2.5YR 4/4, 7.5YR 3/2, and 10YR 2/1, fitting the Hydrogen Sulfide (A4) hydric indicator. Soil textures within wetlands consisted primarily of gravel and sand. Indicators of wetland hydrology included the primary indicators of Saturation (A3) and Hydrogen Sulfide Odor (C1). Secondary hydrology indicators observed included Drainage Patterns (B10), Geomorphic Position (D2), and FAC-Neutral Test (D5). These wetlands provide minimal ecological function through small amounts of filtration during high flow events, by improving water quality through the removal of pollutants and sediment within the channel.

Fountain Creek is shown as a perennial tributary to the Arkansas River on the USGS Fountain, CO Quadrangle Map and USGS NHD. Field observations confirmed the location and extents of Fountain Creek, running parallel to Manitou Ave and flowing from west to east, below Old Mans Trail, through the center of the project area.

The OHWM was primarily delineated based on water staining on the retaining walls, changes in slope, and changes in vegetation species and cover. This section of Fountain Creek is largely constricted by retaining walls, development, and high levels of foot traffic. Based on the OHWM delineation, approximately 0.24 acres and 675.2 linear feet of Fountain Creek were mapped within the project area.

All mapped resources, including delineated wetlands, OHWM, shoreline, and top of bank, per City of Manitou Springs Code Ordinance 18.03.10.5, can be referenced in [FIGURE 3](#).

Figure 3. Ordinary High Water Mark, Top of Bank, and Shoreline



HIAWATHA GARDENS
FIGURE: AQUATIC RESOURCES

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.6 Prominent Views

Views from the project area include Pike's Peak, the Manitou Incline, Fountain Creek, and the historic Hiawatha Gardens building (FIGURE 4). From the parking area, there are clear views of Pike's Peak and the Manitou Incline to the west. In the center lies the historic Hiawatha Gardens building with a painted mural. Fountain Creek runs west to east through the project area and multiple trails allow access near the creek and provide views of the waterway and large shade trees. Design plans should consider these views and creek access when proposing vegetation and general design to maintain or enhance these characteristics.

Figure 4. Representative photos of the site including views of Pike's Peak, Manitou Incline, the historic Hiawatha Gardens building, and Fountain Creek



3.7 Vegetation Communities

Vegetation in the project area is heavily associated with Fountain Creek with most plants occurring along its banks. There are little to no plants within the parking area of Hiawatha Gardens apart from a few juniper (*Juniperus sp.*) and pine (*Pinus sp.*) species near the current bus stop on Old Mans Trail and along El Paso Blvd to the north of the project area where there are other shrubs including rubber rabbitbrush (*Ericameria nauseosa*), and various forbs including annual sunflower (*Helianthus annuus*), Rocky Mountain beeplant (*Cleomella serrulata*), and ornamental grasses. Along the southern end of the parking area, along Fountain Creek there are large crack willows, Siberian elms, and cottonwood trees providing shade for the creek and a portion of the parking lot, while also providing a visual barrier between the project area and Manitou Avenue.

Although many of the large trees are considered invasive or noxious species by the Colorado Department of Agriculture, these mature and healthy trees provide much needed shade to the area, screening, and

habitat for various songbird species in the area. This higher vegetation coverage near the creek helps to keep wildlife moving through the project area and reduces the likelihood of them venturing into the surrounding properties or onto Manitou Avenue. Design plans should consider saving trees along Fountain Creek while still accommodating necessary channel improvements. While not an exhaustive list, the TABLES 4 AND 5 below list the species observed within the project area.

Table 4. Native species observed in the project area

Scientific Name	Common Name	Category	Wetland Status
<i>Cleome serrulata</i>	Rocky Mountain beeplant	Forb	FACU
<i>Ericameria nauseosa</i>	rubber rabbitbrush	Shrub	NI
<i>Fraxus pennsylvanica</i>	green ash	Tree	FAC
<i>Helianthus annuus</i>	common sunflower	Forb	FACU
<i>Juniperus scopulorum</i>	Rocky Mountain juniper	Tree	NI
<i>Populus deltoides</i>	plains cottonwood	Tree	NI
<i>Robinia pseudoacacia</i>	black locust	Tree	FACU
<i>Rosa woodsii</i>	Woods' rose	Shrub	FACU
<i>Salix amygdaloides</i>	peachleaf willow	Tree	FACW
<i>Symphoricarpos albus</i>	common snowberry	Shrub	FACU

Table 5. Non-native and invasive species observed in the project area

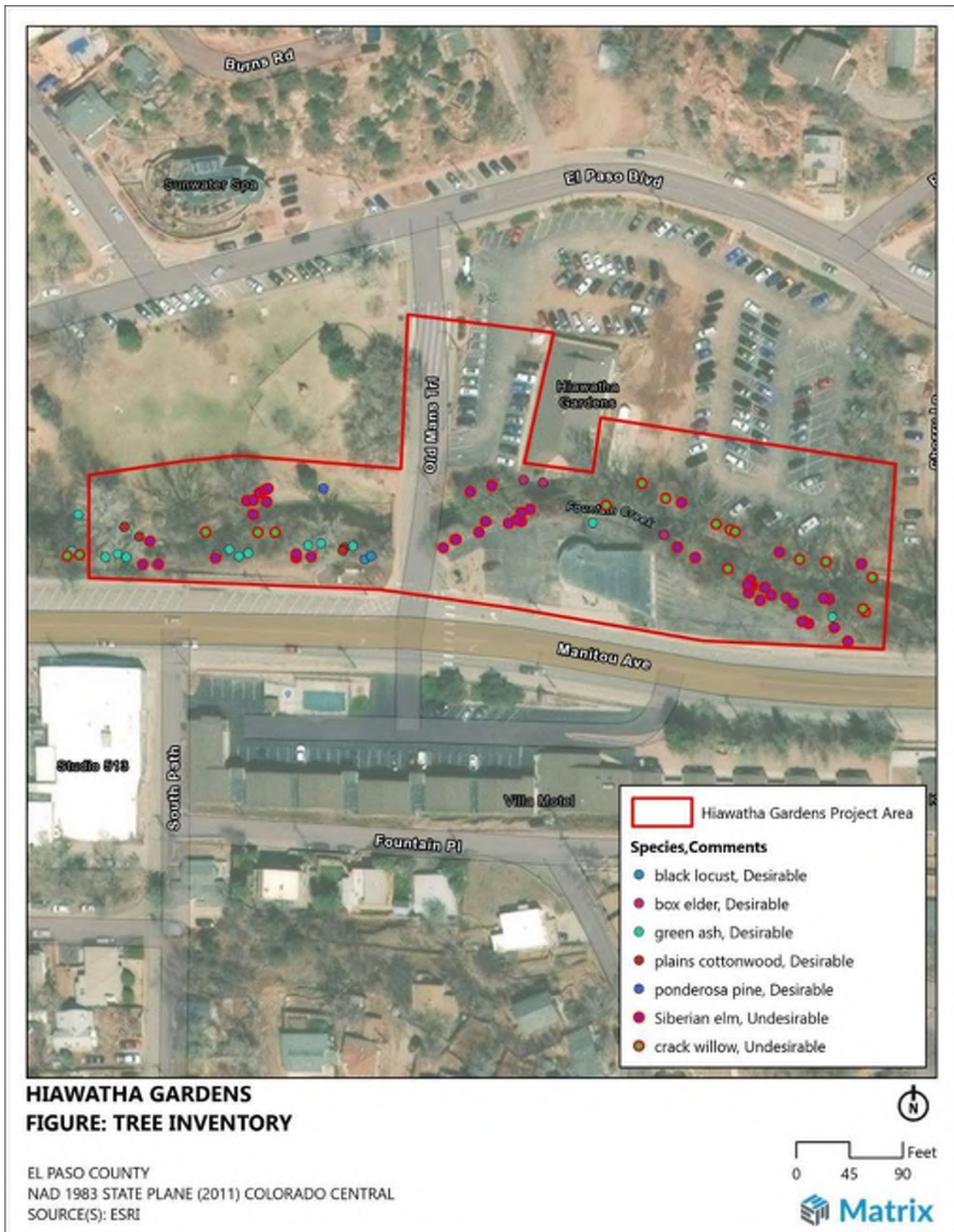
Scientific Name	Common Name	Category	Plant Status
<i>Agrostis gigantea</i>	redtop	Grass	Introduced
<i>Dactylis sp.</i>	orchardgrass	Grass	Introduced
<i>Melilotus officinalis</i>	sweet clover	Forb	Introduced
<i>Cirsium arvense</i>	canada thistle	Forb	List B Noxious
<i>Saponaria officinalis</i>	bouncing bet	Forb	List B Noxious
<i>Artium sp.</i>	common burdock	Forb	List C Noxious
<i>Elmus pumila</i>	Siberian elm	Tree	List C Noxious
<i>Salix fragilis</i>	crack willow	Tree	Invasive

3.8 Habitat Features and Ecological Function

Most of the project area includes an existing historic building, unpaved parking lot, the edge of a city park, and a small social trail system along Fountain Creek. Memorial Park is a traditional Kentucky bluegrass (*Poa pratensis*) lawn park with sparse, large plains cottonwood and various pine and spruce (*Picea sp.*) trees. The creek is lined with large crack willows and an understory of smaller trees and large shrubs. There were palustrine emergent (PEM) wetlands identified along Fountain Creek within the project area near the crossing at Old Mans Trail. The parking area has small pockets of vegetation along El Paso Blvd that could support a small population of pollinators given the species observed. The large trees and more dense vegetation observed along Fountain Creek provide cover, foraging opportunities, and possible nesting opportunities for birds and small mammals. Fountain Creek could also provide foraging habitat for various amphibians and reptiles. Design plans should aim to protect existing vegetation in place as

design allows and provide additional pockets of native vegetation, specifically selected to provide forage for pollinators and birds. The following map provides locations for trees observed in the project area greater than 3 inches in diameter and whether the species are considered “Desirable” (native) or “Undesirable” (invasive or noxious). Matrix recognizes the benefits of keeping certain trees even if they are invasive or noxious due to the benefits they provide to the project. Additionally, while green ash is a native species, because of the emerald ash borer (*Agrilus planipennis*), these trees are susceptible to dying if they have not been inoculated and should therefore not be prioritized for avoidance.

Figure 7. Tree Inventory



3.9 Timing of Development and Mitigation

The proposed project would include improvements to the Fountain Creek channel to reduce flood danger and provide improvements to the parking area at the historic Hiawatha Gardens building. Based on review of the USFWS IPaC, CODEX report, and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Design and construction planning should consider the species and characteristics of the project area discussed above and summarized below.

- The project area is located within a critical habitat designation for Mexican spotted owls; however, no adverse impacts are anticipated;
- Black bear- and mountain lion-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by CPW;
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project;
- Due to the possible presence of the tricolored bat (proposed endangered) and the three identified migratory birds listed as Birds of Conservation Concern, trees should only be removed or thinned between October 15th and December 15th to prevent any “take” of those species or their habitats.
 - This time frame for vegetation removal and thinning is also beneficial for the other bat species identified in the report;
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used as roosting trees during migration, mating, and pup-rearing periods. The project will likely require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

4.0 References

- [CBAP] Colorado Bird Atlas Partnership. 2016. Colorado Breeding Bird Atlas.
- [CODEX] Colorado's Conservation Data Explorer. 2023. Available on-line at: <https://codex.cnhp.colostate.edu/content/map/> Accessed October 2024.
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- [USFWS] Environmental Conservation Online System (ECOS). 2023a. Available at: <https://ecos.fws.gov/ecp/>. Accessed: October 2024.
- [USFWS] Final Designation of Critical Habitat for the Mexican Spotted Owl; Final Rule. 2004. Available at: https://www.fws.gov/sites/default/files/federal_register_document/04-19501.pdf Accessed October 2024.
- [USFWS] Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Version 1.0. 2024. Available at: Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Accessed October 2024.
- [USFWS] U.S. Fish and Wildlife Service. 2023b. National Wetlands Inventory (NWI). Available at: <https://www.fws.gov/wetlands/>. Accessed: October 2024.
- [USFWS] U.S. Fish and Wildlife Service. 2022b. Information for Planning and Consultation (IPaC). Environmental Conservation Online System. Available at: <https://ecos.fws.gov/ipac/>. Accessed: October 2024.
- [USGS] U.S. Geological Survey. 2022. National Hydrography Dataset (NHD). Available at: <https://www.usgs.gov/core-science-systems/ngp/national-hydrography>. Accessed: October 2024.
- Wickersham, Lynn E. (Editor). 2016. The Second Colorado Breeding Bird Atlas. Colorado Bird Atlas Partnership and Colorado Parks and Wildlife. Denver, Colorado.

5.0 Representative Photos



Photo 1. Fountain Creek looking East towards Old Mans Trail from project area boundary



Photo 2. PEM designated wetlands along Fountain Creek looking West from Old Mans Trail



Photo 3. Fountain Creek looking West from edge of project area and large crack willow along bank

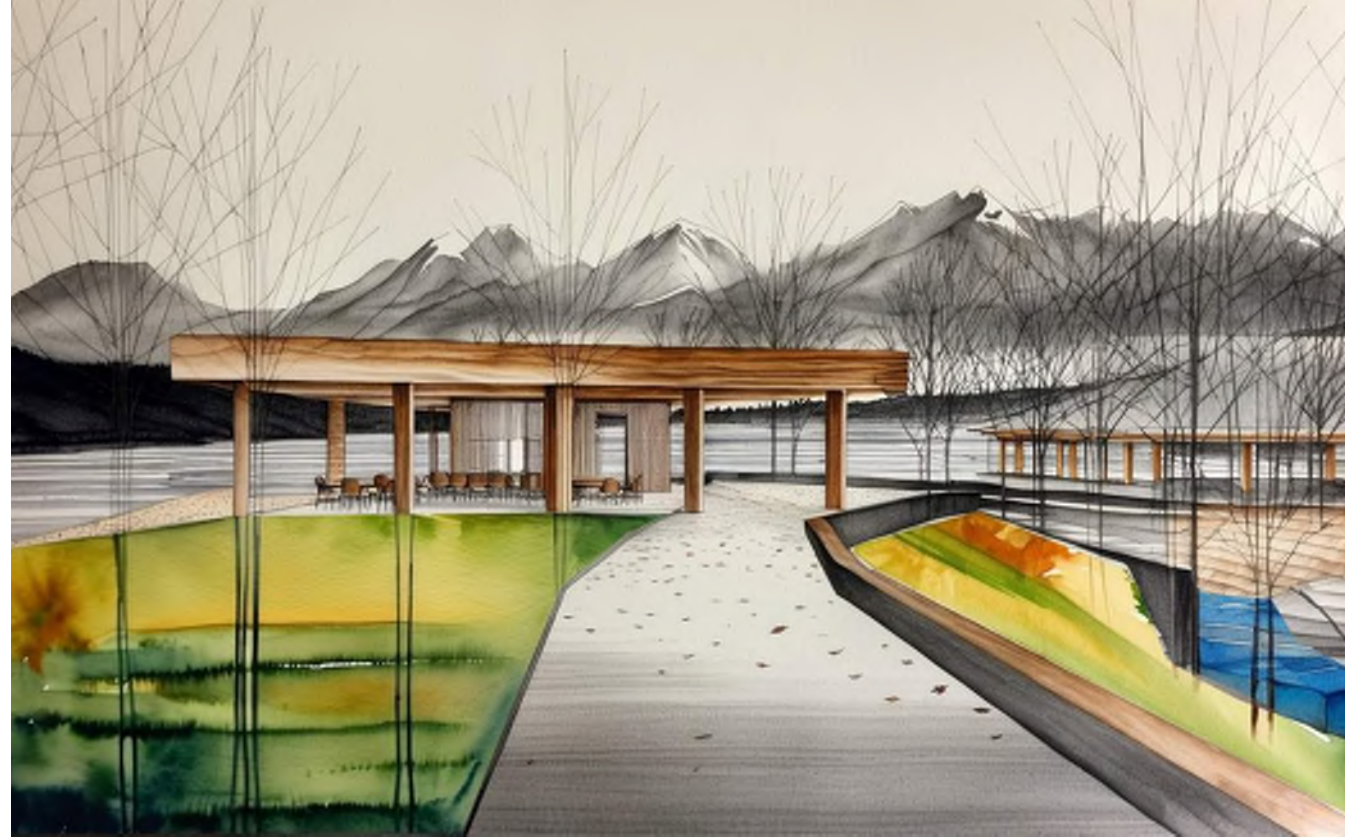


Photo 4. Hiawatha Gardens parking area



Photo 1. Parking area looking Northeast towards El Paso Blvd

CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK SITE EXPLORATION

GOALS

REDUCE BUS TRAFFIC ON EL PASO

REDUCE HIAWATHA GARDENS TRAFFIC ON EL PASO

IMPROVE THE CREEK WALK TRAIL

INCREASE ECONOMIC VALUE

INCREASE CREEK ACCESS

BRING ART AND EDUCATION INTO THE CORRIDOR



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK EXISTING SITE



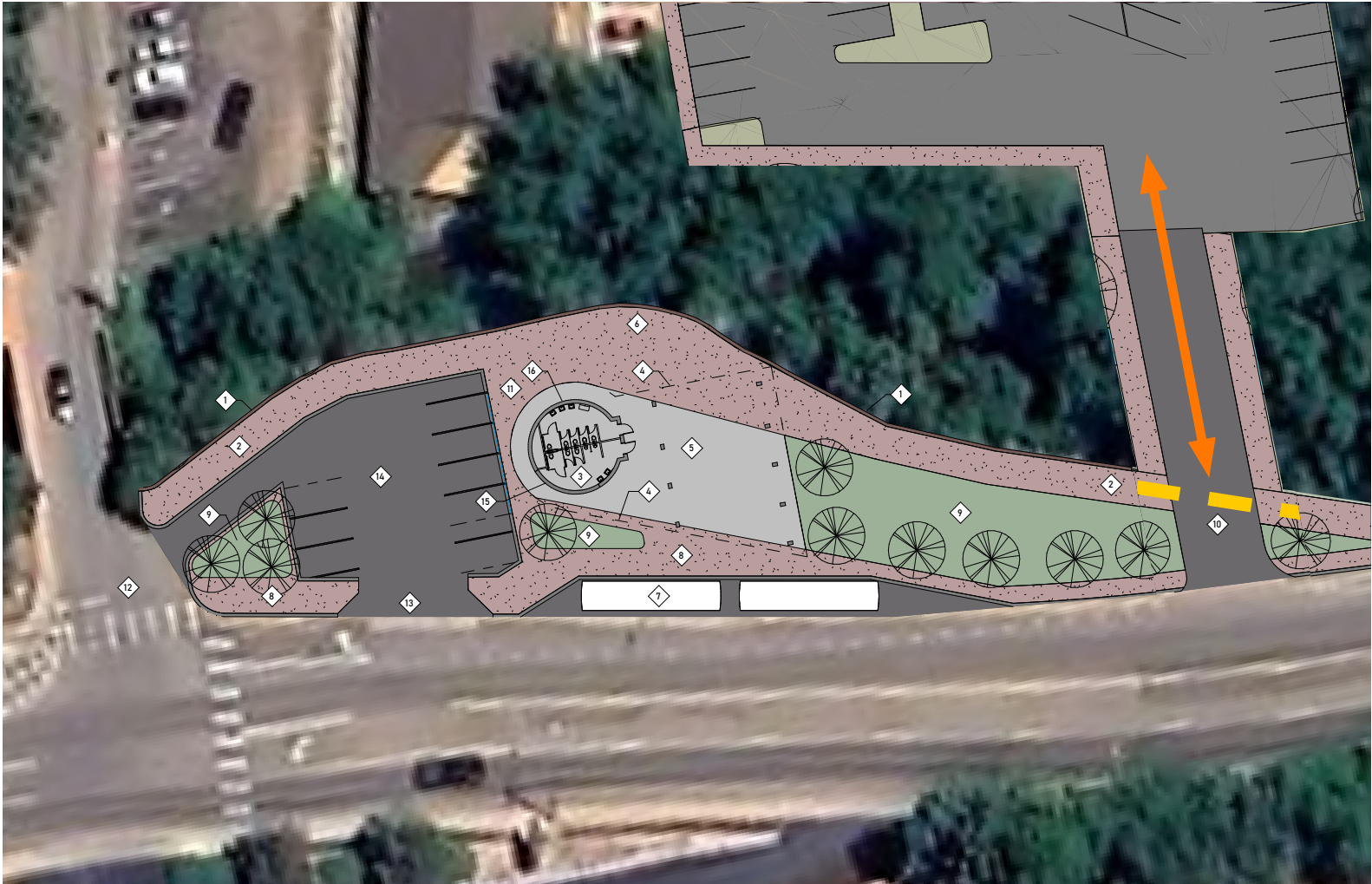
CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN

CHASE - OPTION 1 KEYNOTES

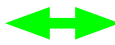
1. DEMO AND REPLACE METAL VEHICLE BARRIER ALONG ENTIRE NORTH EDGE WITH ORNAMENTAL PEDESTRIAN GUARD RAIL
2. NEW 10' WIDE CONCRETE CREEK WALK PATH; MANITOU RED
3. COMPLETE INTERIOR GUT OF EXISTING CHASE BANK BUILDING. REMODEL INTO RESTROOMS. CONCRETE FLOOR, TILE WALLS, WALL MOUNT WATER CLOSET AND LAVATORIES, HEATING ONLY. MATCH HIAWATHA GARDENS RESTROOM SCOPE IN GENERAL.
4. EXISTING CANOPY TO REMAIN. REMOVE EXISTING METAL SIDING AND REPLACE WITH NEW FINISH. ASSUME WOOD RAINSCREEN FOR PRICING. INSTALL NEW EPDM MEMBRANE.
5. COVERED PLAZA. CONCRETE SLAB; MANITOU RED
6. CREEKSIDE SEATING AREA
7. NEW CURB CUT FOR BUS PULL OFF
8. NEW CONCRETE; MANITOU RED
9. NEW PLANTER. ANNUAL BUSHES, PERENNIAL BUSHES, AND TREES
10. NEW VEHICULAR BRIDGE. RE; CIVIL
11. EXISTING BUILDING EXTERIOR WALL TO REMAIN. NEW WOOD RAINSCREEN OVER EXISITNG BRICK FOR PRICING.
12. ROADWAY REPAIR
13. EXISTING CURBCUT TO REMAIN
14. NEW PARKING LOT
15. INFILL EXISTING CURVED 20' X 8' STOREFRONT OPENING. ADD 10 NEW 24X72 WINDOWS WITH FROSTED GLASS.
16. 15 WALL MOUNTED BIKE RACKS

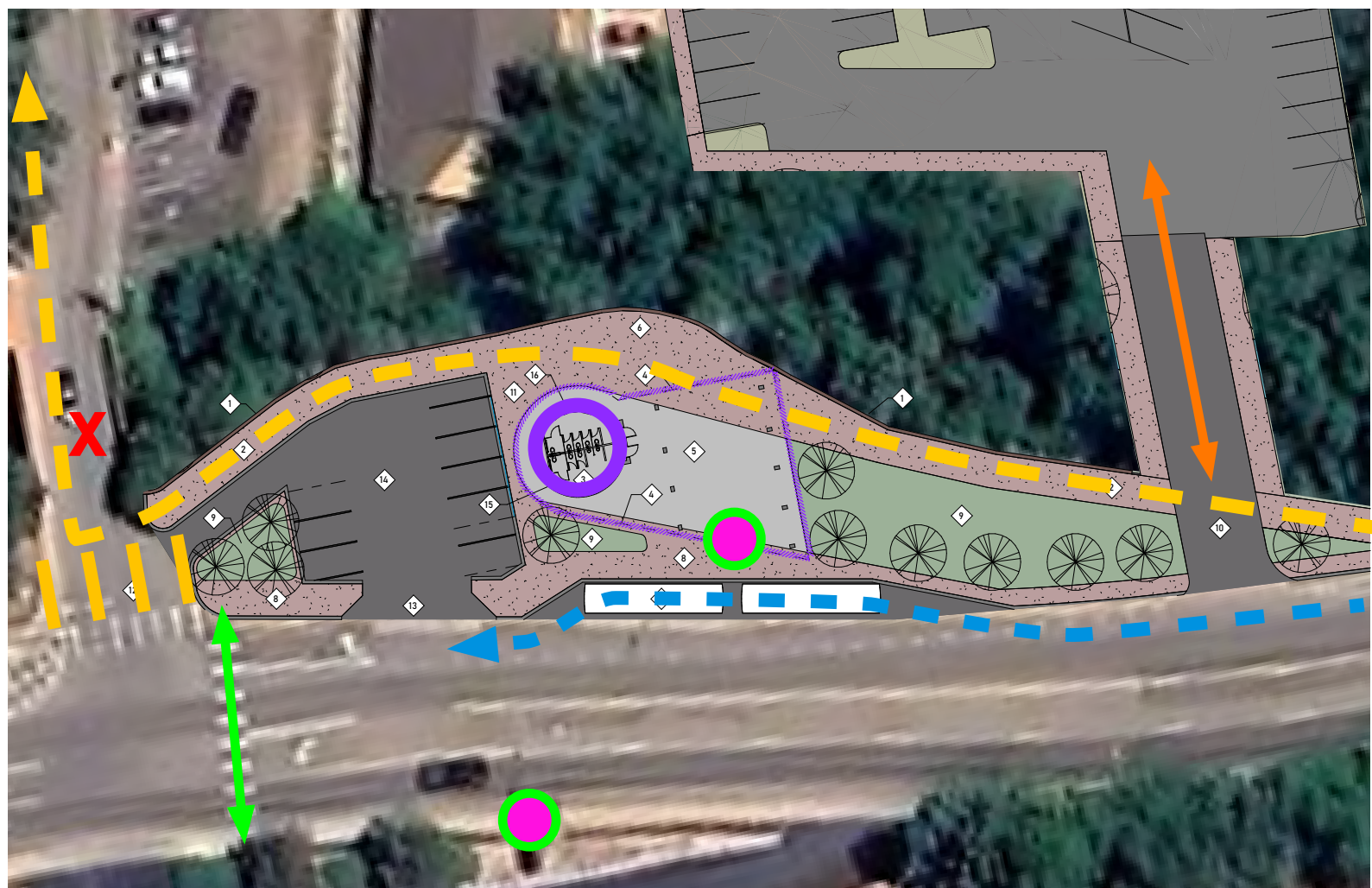


CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN WITH BRIDGE

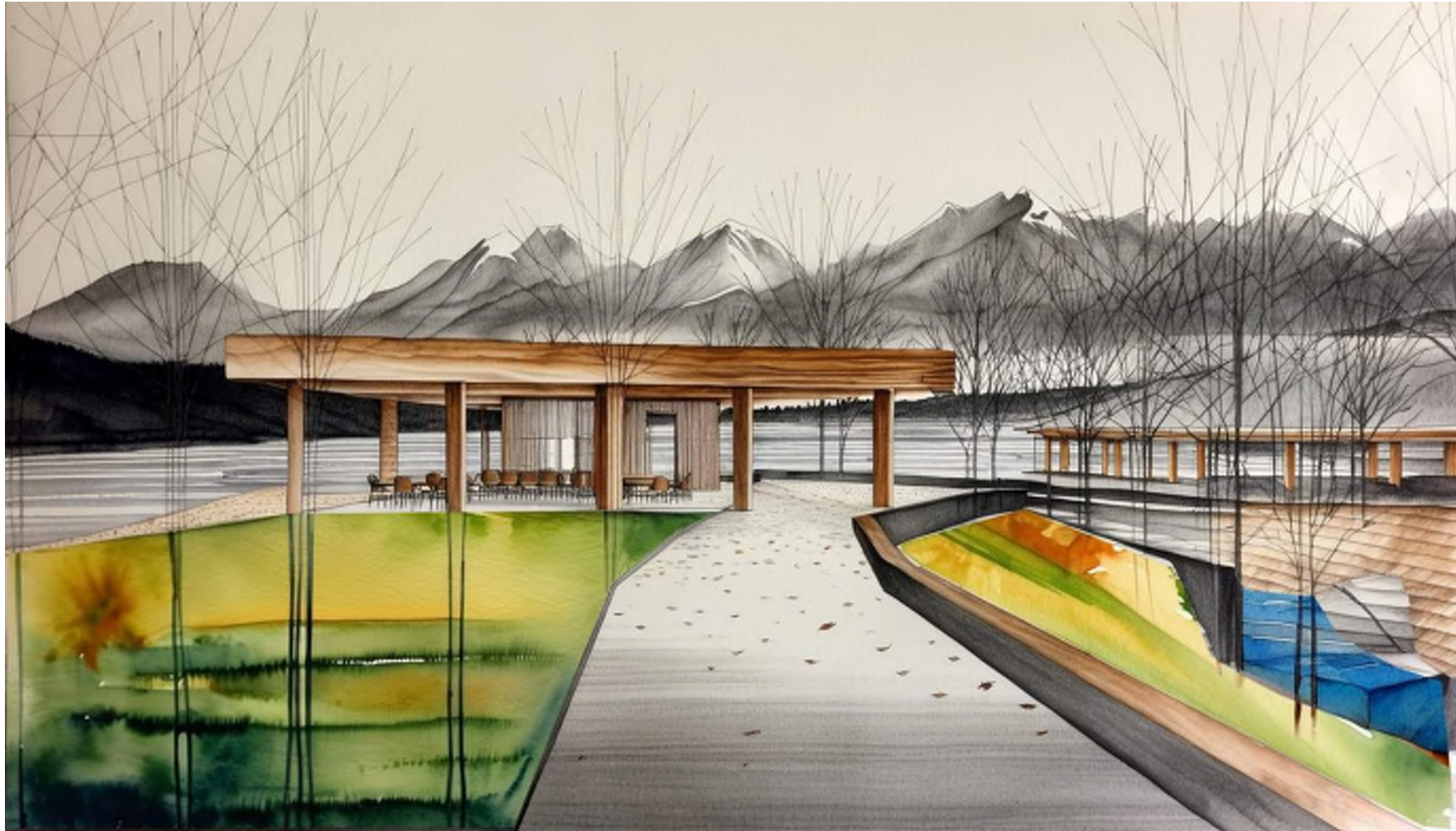
- CREEK WALK TRAIL 
- BUS ROUT 
- BUS STOP ACCESS 
- BUS STOP 
- EXISTING BUILDING RENOVATION 
- EXISTING CANOPY 
- VEHICULAR BRIDGE 
- OLD MAN'S TRAIL MUST BE CLOSED TO VEHICLES WITH BRIDGE 



CITY COUNCIL WORK SESSION

2024-12-03

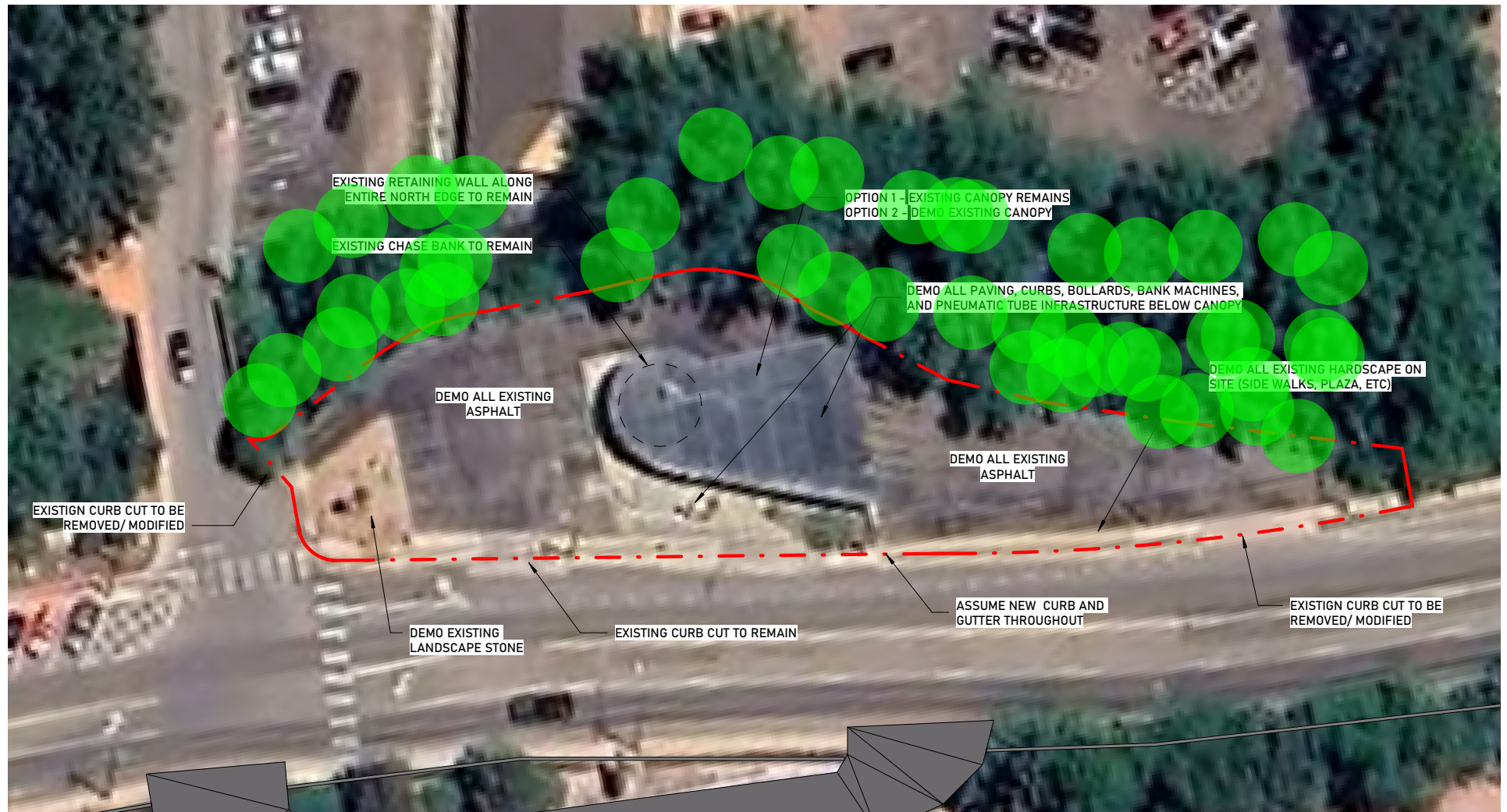
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

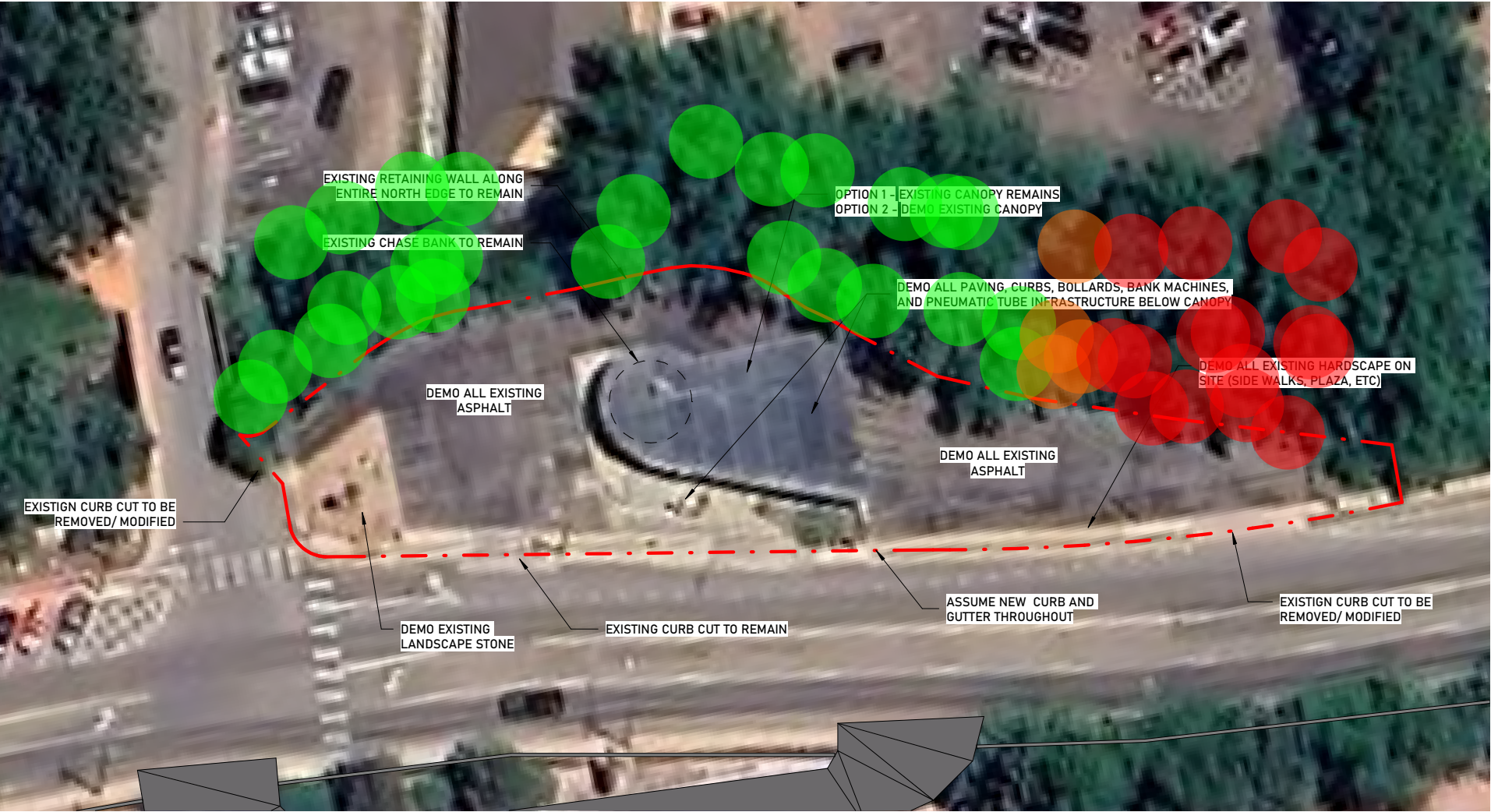
TREE IMPACT ZONE - OPTION 1



CITY COUNCIL WORK SESSION

2024-12-03

TREE IMPACT ZONE - OPTION 1 - WITH BRIDGE



CITY COUNCIL WORK SESSION

2024-12-03

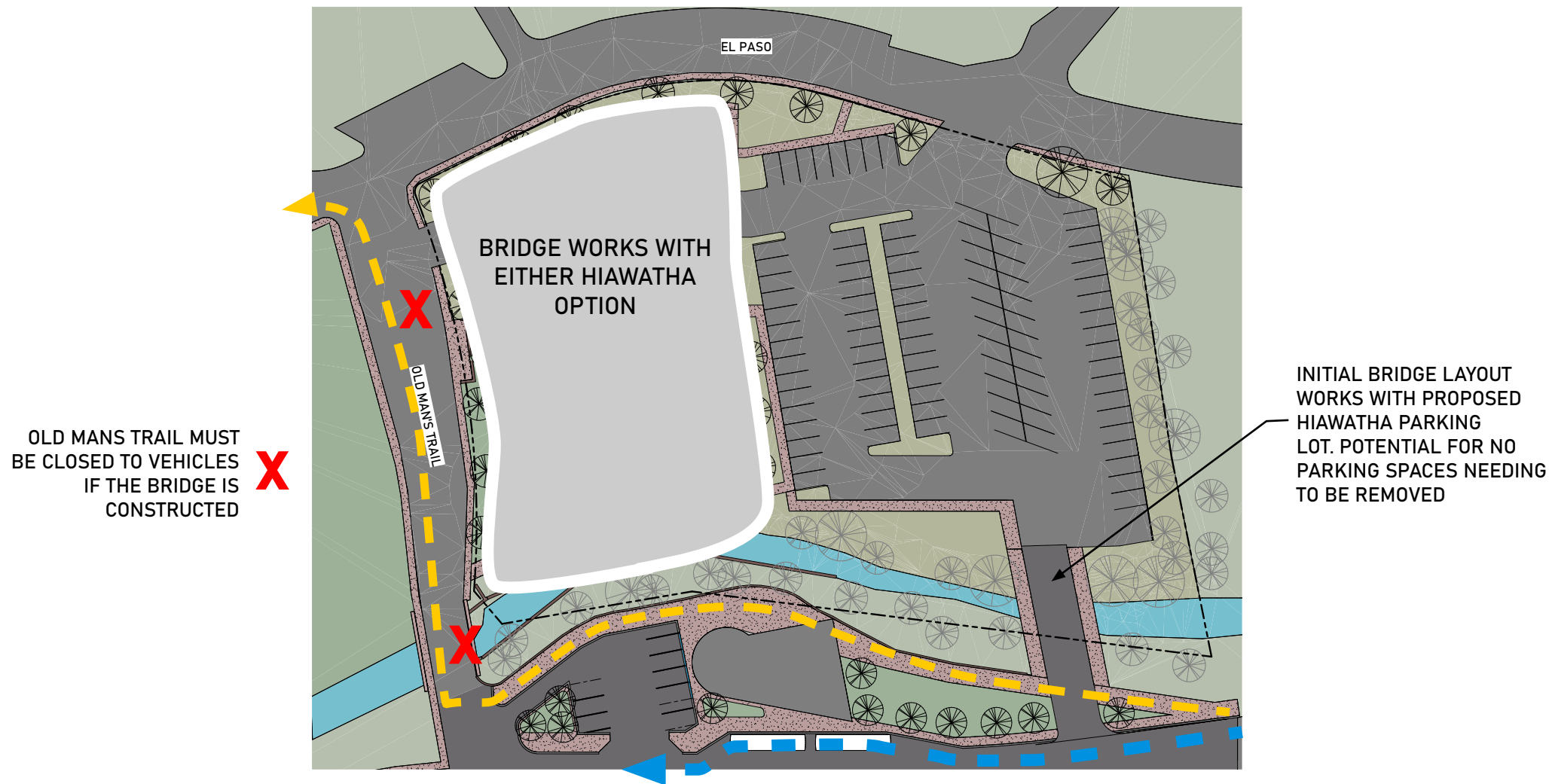
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK - BRIDGE IMPACT ON HIAWATHA GARDENS



CITY COUNCIL WORK SESSION

2024-12-03

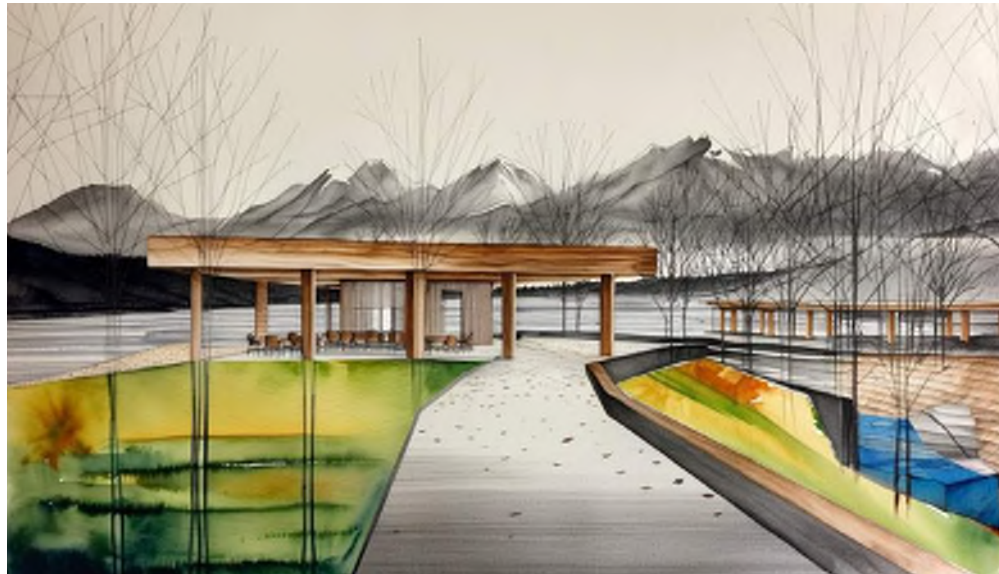
ESTIMATES

Option 1 - Bus Pull Off

Total with 15% Contingency and 4.32% Escalation: **\$2,716,282**

Vehicular bridge (Steel Beam): **\$829,689**

Combined Total: **\$3,545,971**



~~Option 2 - Bus Turn Around~~

~~Total with 15% Contingency and 4.32% Escalation: **\$3,078,117**~~

~~Vehicular Bridge (Steel Beam): **\$829,689**~~

~~Combined Total: **\$3,907,806**~~



CITY COUNCIL WORK SESSION

2024-12-03

ESTIMATES

50' Pedestrian Bridge (not shown in options): \$156,000



CITY COUNCIL WORK SESSION

2024-12-03

HIAWATHA GARDENS DANCE HALL																								
	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26	June-26	July-26	August-26	September-26	October-26	November-26	December-26
Design Meetings																								
Taskforce Update																								
City Staff Check In																								
Historic Preservation Comission																								
City Council Update																								
Community Update																								
Dillon Parking Anticipated Opening																								
Submittal																								
Design & Procurement - Hiawatha Gardens																								
Contract Discussion																								
Schematic Design																								
Design Development																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Construction Documents																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Design & Procurement - Design & Procurement - Chase Bank Site																								
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Chase Bank - CD																								
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To City Council for Construction Contract Approval																								
BuildingConstruction																								
Addendum (As needed)																								
Concept Design Deliverable																								
Schedule portion to be eliminated if possible																								

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : 2025-006

PROJECT NAME: City of Manitou Springs CM/GC For Hiawatha Gardens Restoration and Design

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	Fransen Pittman Construction Co., Inc.
Name and Title of Primary Contact	Jeff Pittman, Project Executive
Company Address	9563 S. Kingston Court, STE 200 Englewood, CO 80112
Phone Number	(303) 783-3900
Email Address	jeffpittman@fransenpittman.com
Company Website	https://fransenpittman.com

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
 - I am not currently an employee of the City of Manitou Springs.
 - None of my employees or agents are currently employees of the City of Manitou Springs.
 - I am not related to any City of Manitou Springs employees or Elected Official.
-

Printed Name: Jeff Pittman Company Title: Project Executive

Signature: 



March 17, 2025

City of Manitou Springs RFP #2025-006 CM/GC Services For:

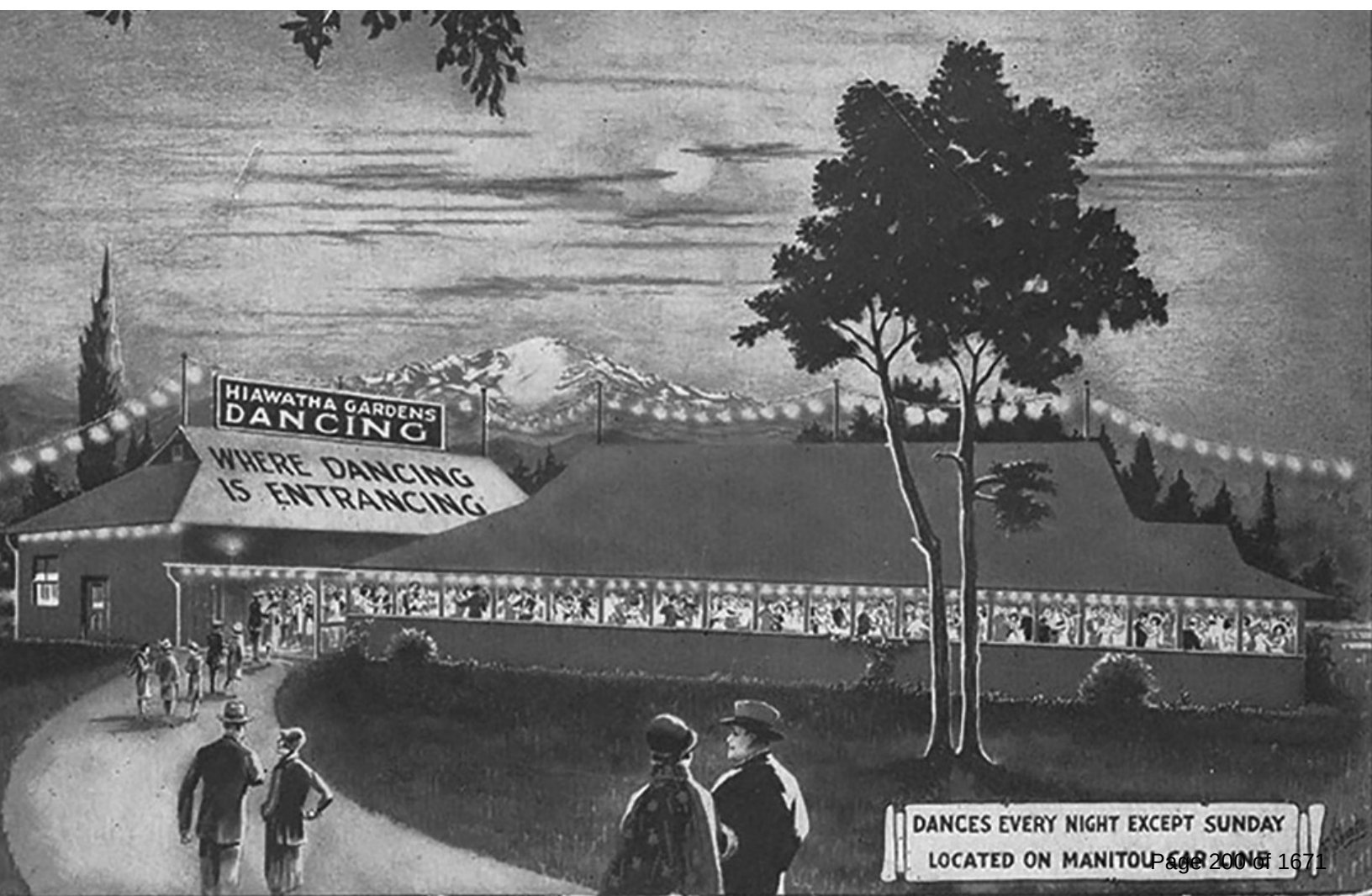
HIAWATHA GARDENS RESTORATION & DESIGN

SUBMITTED BY FRANSEN PITTMAN CONSTRUCTION

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SECTION 2	Firm Information
SECTION 3	Qualifications & Availability of Proposed Team
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SECTION 5	Schedule
SECTION 6	Project Approach
SECTION 7	References

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CHILDREN'S MUSEUM OF DENVER - JOY PARK



COVER LETTER

March 17, 2025

Dear Ms. Erin Ringsred and Members of the Selection Committee,

Thank you for the opportunity to submit our qualifications for the City of Manitou Springs - Hiawatha Gardens Restoration. This multi-faceted mountain community holds a rich and diverse history. Due to the hard work and dedication of community and staff members, the City's unique character continues to be safeguarded while allowing for thoughtful growth. Countless energy, time, and resources, including collaboration with community members, has gone into planning the Hiawatha Gardens restoration. We recognize the years leading up to where this project is at currently, and we would be honored to help you see it through completion.

Our team is uniquely qualified to partner with you on this project because we provide:

Trusted Partnership. With each partnership, Fransen Pittman seeks to make a lasting impact. We are a company that is passionate about transforming communities and we understand the significance this space holds to the City of Manitou Springs. Fransen Pittman's goals are aligned in working to create healthy, innovative, and purposeful spaces where communities thrive. Our team is well versed in developing strong partnerships with all stakeholders, including the invaluable input of community members. As a strong CM/GC partner, we are eager to deliver all aspects of your project to make the Hiawatha Gardens restoration a resounding success.

Unique Process. Collaboration and commitment are the foundation of Fransen Pittman's approach. We recognize the value of getting all stakeholders together, including the Owner and Architects, to make informed decisions together. During preconstruction, we work through our unique process, MET™ (Model, Estimate, Track) promising accuracy and accountability for the budget and schedule. From there, our project manager, superintendent, and field forces employ diligent cost, schedule, safety, and quality operations to ensure that our work is of the highest value and built to the exactness of your standards.

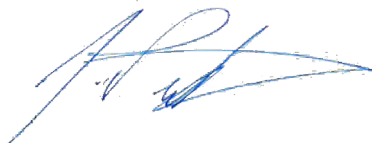
Success with Similar Projects. For three decades, Fransen Pittman has been working to create meaningful, quality spaces that positively impact the surrounding community. We bring a wealth of experience building municipal projects that included key elements of your project such as historic preservation work and sustainability efforts, as well as constructing pavilions, parking lots, transportation hubs, children's play areas, and plazas. Some of these projects will be highlighted in the Experience Section, including the recent successful renovation of the Manitou Springs Carnegie Library.

Fransen Pittman is grateful to be considered for an opportunity of this significance and we would be honored to once again partner with the City of Manitou Springs.

Fransen Pittman acknowledges all addendum.

Sincerely,

Jeff Pittman, Project Executive



Fransen Pittman Construction
Cell: (720)-724-0090
jeffpittman@fransenpittman.com

LEVITT PAVILION



FIRM INFORMATION

WHO WE ARE

Fransen Pittman is a different breed of builder.

And our clients are different too. They don't simply build buildings. Fransen Pittman clients have a vision – they create spaces where communities and groups come to study and learn, be inspired, drive growth, and build the foundation for their life's work.

Founded in 1994, Fransen Pittman is dedicated to the fundamentals of Owner satisfaction and extraordinary construction services. Our mission is to earn long-term relationships by exceeding expectations and delivering exceptional service.

As a premier construction company, Fransen Pittman has been recognized consecutively as one of the fastest growing companies and as one of the Best Places to Work by local publications. We are a growing mid-sized firm with **over 150 dedicated employees**.



MARKETS

- Commercial
- **COMMUNITY/ CULTURE**
- Defense/ Aerospace
- **MUNICIPAL**
- Healthcare
- Higher Education
- K-12 Education
- Libraries
- Science/Industrial
- Senior Living
- Worship

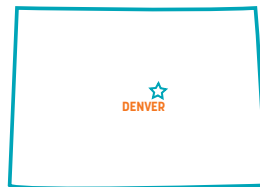


LOCATIONS

Englewood, CO (HQ)

Windsor, CO

Dallas, TX



HEADQUARTERS

All work for this project will run out of our main office.

9563 South Kingston Court
Englewood, CO 80112
(303) 783-3900



SERVICE

**Building Colorado
For 30 Years**

Provide a statement for the maximum dollar value in which your firm can be bonded, and the amount currently bonded with a confirmation statement from your bonding company.



March 4, 2025

The City of Manitou Springs
Erin Ringsred, Planner and Project Manager
606 Manitou Avenue,
Manitou Springs, CO 80829

RE: Fransen Pittman Construction Co., Inc. – Surety Qualification Letter
RFP: 2025-006 (CM/GC) Hiawatha Gardens Restoration and Design

Dear Ms. Ringsred:

It has been our privilege to provide bonds for Fransen-Pittman through Travelers Casualty and Surety Company of America, who has an A.M. Best rating of “A++” (Superior) “XV” and are listed in the Department of Treasury’s Listing of Approved Sureties. Fransen-Pittman has a single bonding capacity of \$200,000,000 with an aggregate bonding capacity of \$400,000,000. They have \$300,000,000 of that capacity available. Fransen-Pittman has an outstanding reputation with project owners, architects, subcontractors and suppliers and it is our opinion that Fransen-Pittman is well qualified to perform any project they wish to pursue.

We are in a position to issue 100% performance/payment bonds on behalf of Fransen-Pittman Construction should they be required, subject to favorable review of the contract documents, and normal underwriting requirements at the time of the request. The arrangement for Performance and Payment Bonds is a matter between Fransen-Pittman Construction Co., Inc. and Travelers Casualty and Surety Company of America, and neither the surety nor the agent assumes any liability to you or third parties if for any reason said bonds are not written. This letter is an indication only and not a commitment to provide bonding.

If you have any questions or need any additional information, please do not hesitate to contact me at 720-622-8357.

Sincerely,

Sarah C. Brown, AFSB
Surety Service Advisor

7600 E Orchard Road, STE 230 South | Greenwood Village, CO 80111 | (844) 484.7750 | F (515) 223.6944 | holmesmurphy.com



SAFETY

YEAR	EMR RATE
2024	.62
2023	.59
2022	.62
2021	.65
2020	.67



- **Thorough training** of all personnel onsite, which includes: OSHA 30, First Aid, AED and CPR training.
- Our Safety Director, Tim Taylor, is always looking for methods to improve on safety whether it be **tracking the latest technology**, communicating common hazards to look for, or noticing overlooked hazards. Tim joins all projects in our Site Safety Audit program visiting and **auditing all job sites regularly**, procuring and providing necessary safety supplies, and using technologies such as drone fly overs and our iAuditor app to give us **multiple perspectives of how the project can be made even safer**.
- Superintendent(s) and Foreman perform **regular internal and external safety audits** on the project, weekly site-wide safety huddles, planning ahead for upcoming activities, and ensuring the safety of visitors, staff, and our personnel at all times.
- Use multiple forms of documentation to communicate and track safety concerns. These include but are not limited to the following: **Method of Procedure, Plan of the Day & Weekly Look Ahead, and Job Hazard Analysis**.

CLAIMS/LITIGATION

Since its inception in 1994, Fransen Pittman has not entered into any ligation, judgments, claims, arbitration proceedings or lawsuits. **Specifically we have had zero:**

- Claims filed by Owners against the firm
- Any previous and pending lawsuits
- Any administrative proceedings or hearings before any government or regulatory agency, including the Occupation Safety and Health Administration (OSHA) and the Internal Revenue Service
- Bankruptcy, litigation or arbitration proceedings in which the firm or any predecessor organization has been involved
- Claims filed against any bid, payment or performance bond issued on behalf of Fransen Pittman Construction Co., Inc.

FP is not a small business, minority business, or disadvantaged business.

A photograph of an outdoor sports field at night, viewed from under a dark, modern structure with large black beams. In the foreground, a person is sitting on concrete bleachers, looking towards the field. The field is illuminated by tall stadium lights, and several people are visible on the grass, some appearing to be in motion. A soccer goal is visible on the left side of the field. The sky is dark blue.

ROCKY MOUNTAIN DEAF SCHOOL

QUALIFICATIONS & AVAILABILITY OF PROPOSED TEAM

MEET THE TEAM

We have hand-picked our proposed team members based on their expert skill level, previous work together, and relevant project experience, including work on historic sites. This team understands how to collaborate and will deliver long-lasting, quality results both on budget and on time. They are ready to hit the ground running and are eager to make the City of Manitou Spring’s Hiawatha Gardens Restoration a success from kick-off to close-out (and well beyond).



BLAKE FAULKENBERRY



EDUCATION

Bachelor of Science Construction Management, Colorado State University, Fort Collins, CO

CREDENTIALS

Certified Quality Assurance Technician

9 YEARS IN CONSTRUCTION, 7 YEARS WITH FP

Blake's work will begin with developing the project budget, providing value analysis, and consulting on constructability issues. Blake will have direct responsibility for the daily construction operations including contract administration and coordination of subcontractors and suppliers. He will maintain cost and quality controls.

MANITOU SPRINGS: CARNEGIE LIBRARY EXPANSION & RENOVATION

Manitou Springs, Colorado. In 2020, Pikes Peak Library District relocated the existing library to the Manitou Arts Center as a temporary location and have been without a designated library space since then. Pikes Peak brought on FP to renovate the original 1911 historic library in Manitou Springs and construct a 2,950 SF addition to reach ADA compliance.
| \$3.9M | 2,950 SF |

DOUGLAS COUNTY LIBRARIES - CASTLE ROCK LIBRARY

Boulder, Colorado. A 46,000 SF iconic new library will aim to match library capacities in Highlands Ranch and Parker, with about 42,000 SF of library space, and to provide a minimum of 220 parking spots for customers and staff. Amenities on par with other Douglas County Libraries locations like: drive-through book return, an interactive playscape, study and meeting spaces, and more.
| \$22.3M | 63,000 SF |

BAL SWAN CHILDREN'S CENTER

Broomfield, Colorado. Bal Swan Children's Center is an early childhood and therapeutic education center serving infant through kindergarten with a desire to expand and add elementary school students. This school a 45,000 SF new build with classrooms, therapy spaces, a warm water therapy pool, and offices.
| \$24M | 45,000 SF |

SIERRA SPACE CORPORATION HOYT SOLAR COMPLEX

Broomfield, Colorado. This project consists of a two level office area remodel totaling 30,000 SF and a production/testing floor build out totaling 53,000 SF. The complex is the latest Sierra Space endeavor centered on the production of solar tiles to be used on projects like Dream Chaser, the first winged commercial spaceplane.
| \$17.4M | 83,000 SF |

SAINT JOHN'S CATHEDRAL

Denver, Colorado. Historic renovation of the cathedral built in the early 1900s. Work required digging up the wood flooring and subfloor, and providing insulation below the floor. FP also constructed custom air distribution floor grilles to ensure acoustics were not impacted.
| \$4.4M | 2,500 SF |

WHY BLAKE?

- Expert communicator
- Seeks team collaboration
- Flexible thinker who adapts quickly



DYLAN BROWN



CREDENTIALS
OSHA 30 HR
Certified Quality Assurance Technician (CQAT Certified)
Stormwater Basic and Advanced Training
MRWP / Telehandler Certified CPR/ AED Certified

- WHY DYLAN?**
- Excellence in time management and schedule control
 - Dedication to quality

16 YEARS IN CONSTRUCTION, 2 YEARS WITH FP

Dylan will direct all field operations and be responsible for overall construction activities. He will develop and update schedules, maintain cost controls, and will ensure that quality and safety procedures are being upheld by all crew members. Dylan will communicate with Owners and Architects and will conduct coordination meetings with subcontractors and suppliers.

COLORADO ACADEMY - NEWTON ATHLETIC COMPLEX PH 1 & 2
Denver, Colorado. Phase I included the installation of new artificial turf field with underfield drainage, multi-layer turf system, public and private sidewalks, irrigation system with new electrical services, permanent perimeter fencing, safety netting, and landscaping. In Phase II, FP installed a parking lot and utilities. The work included new underground detention vault for drainage, rain garden with concrete structural walls, new water/sanitary/storm lines, electrical services to EV chargers/score boards/film towers/sight lighting, ROW for new public entrances, all site grading/curb and gutter/asphalt, irrigation and landscaping.
| \$12.1M | 16,000 SF |

DENVER CHRISTIAN SCHOOL – PERFORMING ARTS CENTER RENOVATION
Denver, Colorado. Fransen Pittman has been partnered with Denver Christian School for over a decade. The school’s most recent project was a complete renovation of their existing performance space and auditorium, including the installation of a new automated seating system designed and installed from Spain. FP also installed a new mezzanine level and audio-visual room, as well as mechanical and lighting upgrades.
| \$4.8M | 30,000 SF |

CONFIDENTIAL CLIENT – SERVER ROOM
Colorado. Renovation of existing SCIF space for creation of new server room. Project scope included a new CRAC and complete HVAC system, constructing new and repairing existing RF throughout the space, providing and installing multi-bank server rack system and integrating with the existing network, and adding a new exterior concrete slab in the existing mechanical pit to house multiple HVAC units.

CONFIDENTIAL CLIENT – TI & SCIF BUILDOUT
Colorado. 25,000 SF tenant improvement project that included a self-contained SCIF (Sensitive Compartmented Information Facility). Independent self-contained high tech systems were installed, as well as a state-of-the-art battery backup system with an independent backup generator. Project scope also included a luxury reception area and completely enclosed (RF) shielding on floors, walls, ceiling, windows, and doors.

EMILY HAYTER



EDUCATION

Bachelor of Science in Engineering,
Civil Specialty, Colorado School of
Mines

Minor in Economics and Business,
Colorado School of Mines

CREDENTIALS

Passed Fundamentals of Engineering
Exam

WHY EMILY?

- Detail-oriented
- Utilizes data, verification, and research as her approach

16 YEARS IN CONSTRUCTION, 1 YEAR WITH FP

During the preconstruction phase, Emily will work with the project manager to generate accurate cost estimates. She will complete quantity takeoffs, define the scope of work with the subcontractors and analyze different building systems for value engineering.

MOUNTAIN SONG COMMUNITY SCHOOL

Colorado Springs, Colorado. Through a Best Grant, Mountain Song Community School, the only tuition free Waldorf charter school in Southern Colorado, selected Fransen Pittman to provide improvements, renovation and an addition to the school.
| \$9M | 40,800 SF |

BAL SWAN CHILDREN'S CENTER

Broomfield, Colorado. Bal Swan Children's Center is an early childhood and therapeutic education center serving infant through kindergarten with a desire to expand and add elementary school students. This school a 45,000 SF new build with classrooms, therapy spaces, a warm water therapy pool, and offices.
| \$24M | 45,000 SF |

DENVER POLICE DEPARTMENT

Denver, Colorado. DPD6 is one of the most active police stations in Denver, and for the past 22 years the staff have been housed in a facility that is not efficient for a police station. DPD6 is in need of a remodel/retrofit and a new annex type facility to house a modern police substation to accommodate the needs of the officers. Scope includes a complete renovation, abatement, and some structural improvements.
| \$42.5M | 75,000 SF |

*INDUSTRY DETROIT

Detroit, Michigan. Renovation of 100-year-old, 122,000 SF school into a modern office space.

*SENDEROS RETAIL BUILDING

Parker, Colorado. An \$8M, three-story, wood framed building over retail space.

*TEP PRAIRIE FIRE 5 MW(DC) SOLAR PLANT

Tuscan, Arizona. A 28 acre, fixed tilt solar facility with 17,000 solar panels.

*FEDERAL 27 VETERAN'S APARTMENTS

Denver, Colorado. A \$4M, four-story wood framed over open concrete parking garage

* Emily completed these projects before joining Fransen Pittman



ALAN ANDERSON



EDUCATION
Bachelor of Science in Construction Management,
Colorado State University, Fort Collins, CO

Minor in Business Administration,
Colorado State University, Fort Collins, CO

CREDENTIALS
Associate DBIA

- WHY ALAN?**
- Promotes understanding among all team members
 - An expert at finding creative solutions to challenges
 - Extensive municipal experience

23 YEARS IN CONSTRUCTION, 15 YEARS WITH FP

Alan began his career in the field as a Superintendent. He’s now progressed into the role of Preconstruction Director and brings his field knowledge into the estimating aspect of construction. During the preconstruction phase, Alan will guide the strategy for keeping the project in budget. He oversees the project estimators and works collaboratively with all project stakeholders.

MANITOU SPRINGS: CARNEGIE LIBRARY EXPANSION & RENOVATION
Manitou Springs, Colorado. In 2020, Pikes Peak Library District relocated the existing library to the Manitou Arts Center as a temporary location and have been without a designated library space since then. Pikes Peak brought on FP to renovate the original 1911 historic library in Manitou Springs and construct a 2,950 SF addition to reach ADA compliance.
| \$3.9M | 2,950 SF |

CHILDREN’S MUSEUM OF DENVER & JOY PARK
Denver, Colorado. The Children’s Museum of Denver expansion took place in two phases. Scope of work included a new 160 space parking lot, two story addition, and a three story addition on the opposite end. FP also completed Joy Park which involved extensive landscaping, a boulder field, rustic gabion walls, custom water features, zip lines, mining ruins, caves, sand dunes, a 3.5 story climbing tower, and a camp ruins playground.
| \$8.4M | 27,300 SF |

TOWN OF PARKER DISCOVERY PARK & PLAZA
Parker, Colorado. Located adjacent to Parker’s library, Discovery Park is nearly 2 acres providing a unique destination for all ages. In the summer months, cool off in the interactive play fountain or enjoy a show performed on the outdoor stage. During the winter, there’s a vibrant ice trail open seven days a week and fire pits to keep you warm.
| \$7.2M | 1.4 acres |

RUBY HILL PARK PHASE 3
Denver, Colorado. Ruby Hill is located next to Levitt Pavilion (a project also completed by FP) and will continue the park space. FP was brought on for Phase III, where we will build a 3,000 SF support building with surrounding water features/splash pad, sport court, picnic areas, bike playground, skatepark, and associated landscaping/green infrastructure.
| \$8M | 3,000 SF |

GOVERNOR’S RESIDENCE RENOVATION
Denver, Colorado. Built in 1908, this two-phased historic renovation included replacing the roof and exterior facades, recreating architectural pieces lost over time, replacing and restoring windows, completing brick and stone repairs, structural roof repairs, correcting the drainage system for the roof’s internal gutters and downspouts and repairing/replacing wood architectural elements and painting.
| \$1.6M | 25,000 SF |



JEFF PITTMAN



EDUCATION

Bachelor of Science in Business Administration and Management, Colorado State University Global Campus, Fort Collins, CO

CREDENTIALS

CPR/AED
Certified Quality Assurance Technician (CQAT)

WHY JEFF?

- Jeff is an adaptable, big picture thinker
- While focusing on long-term outcomes, he also ensures connections with key individuals

18 YEARS IN CONSTRUCTION, 18 YEARS WITH FP

Jeff will ensure that the purpose and goals of your project are clearly identified and that each team member is effectively supported and efficiently working towards success. Jeff will meet with The Owner and Architect to provide expertise and ensure your project exceeds your expectations.

MANITOU SPRINGS: CARNEGIE LIBRARY EXPANSION & RENOVATION

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| \$1.6M | 25,000 SF |

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TOWN OF PARKER DISCOVERY PARK & PLAZA

Parker, Colorado. Located adjacent to Parker's library, Discovery Park is nearly 2 acres providing a unique destination for all ages. In the summer months, cool off in the interactive play fountain or enjoy a show performed on the outdoor stage. During the winter, there's a vibrant ice trail open seven days a week and fire pits to keep you warm.
| \$7.2M | 1.4 acres |



TEAM MEMBER AVAILABILITY

TEAM MEMBER/ ROLE	DESIGN	BIDDING	CONSTRUCTION	CLOSEOUT
Blake Faulkenberry, Project Manager	10%	20%	100%	50%
Dylan Brown, Superintendent	10%	10%	100%	100%
Emily Hayter, Senior Estimator	80%	100%	10%	10%
Alan Anderson, Preconstruction Director	40%	40%	10%	10%
Jeff Pittman, Project Executive	10%	10%	30%	30%

SELF-PERFORM

Fransen Pittman has the capability to self-perform numerous jobs, which allows us increased control over budget and schedule. In the event that we pursue self-performed work, we bid 24 hours before subcontractors and ensure that we solicit at least 3 other subcontractor bids for that trade. This ensures that your project receives the lowest price possible from the most qualified workers.

Below is a list of all the work FP is qualified to self-perform:

- Site Concrete
- Structural Concrete
- Rough Carpentry
- Doors, Frames, and Hardware
- Temporary Partitions
- Caulking
- Finish Carpentry Installation
- Millwork Installation
- Layout and Engineering
- Surveying
- Installing Specialties and Equipment
- Miscellaneous Labor
- Miscellaneous Equipment Operation
- Miscellaneous Demolition

We competitively bid all major trades. We understand the desire to obtain the most competitive price and source all trades competitively in the best interest of the project.

PARKER PLAZA



**SIMILAR PROJECT
EXPERIENCE**

SIMILAR PROJECT EXPERIENCE

Fransen Pittman's dedication to serving local communities is what dictates our portfolio of projects. We're purposeful in our pursuits, with an **intent centered on projects that will benefit the community**. Hiawatha Gardens is a unique project that involves many layers: historic renovation, transportation hub, high volume of tourists, mountain location, and a municipal project. We believe that Fransen Pittman's relevant experience in all of these areas, in addition to one dedicated team, makes us the right partner for the City of Manitou Springs.

Fransen Pittman has over 300 municipal projects under our belt, including over 30 historic restorations/renovations. From ground up new builds, to complete interior renovations and everything in between, FP has what it takes. We recognize that community involvement has been essential to the inception of this project and we would be honored to join the team. There's no doubt that together we can seek out innovative solutions to make the Hiawatha Gardens project a resounding success.

In this section, we have highlighted several projects that present similarities to the scope and complexity of what the Hiawatha Gardens restoration requires. **These works include:**



**Manitou Springs
Carnegie Library**



Discovery Park



**Children's Museum -
Joy Park**



**Levitt Pavilion
& Ruby Hill Park**



**Rocky Mountain
Deaf School**



MANITOU SPRINGS, CO MANTIOU SPRINGS CARNEGIE LIBRARY

PROJECT DESCRIPTION:

The City of Mantiou Springs' Historic Carnegie Library was constructed in 1911 and had not received a major renovation since. In 2020, Pikes Peak Library District relocated the existing library to the Manitou Arts Center (MAC) as a temporary location while Fransen Pittman renovated the original and constructed a 2,950 SF new addition to expand services and reach ADA compliance.

Community input was essential in planning this renovation and expansion. The library will provide the public with broader access to on-site meeting and study rooms, computer labs, makerspaces, and more, all in the heart of Manitou Springs.

On February 7th, 2025, members from The City of Manitou Springs, Pikes Peak Library District, MAC, Ratio Architects, and FP, joined alongside eager residents and library patrons to celebrate the grand reopening!

DELIVERY METHOD

CM/GC

PROJECT SIZE

6,436 SF

CONTRACT VALUE

\$4.19M

\$248K above original contract amount due to agreed upon change orders from unforeseen conditions.

PROJECT DURATION

02/2024 - 01/2025

Extended 2.5 months from original schedule due to unforeseen conditions impacting duration.

OWNER

City of Manitou Springs

Erin Ringsred

eringsred@manitouspringsco.gov

ARCHITECT

Ratio Architects

Paul Leasure

pleasure@ratiodesign.com

TEAM MEMBERS

Blake Faulkenberry, Jeff Pittman,
& Alan Anderson

PROJECT SIMILARITIES

City of Manitou Springs
Community space
Community input
Municipal project
Historic project
ADA compliance



DELIVERY METHOD

CM/GC

PROJECT SIZE

1.4 acres

CONTRACT VALUE

\$7.2M

Completed on budget

PROJECT DURATION

04/2016 - 11/2016

Completed two months
ahead of schedule

OWNER

Town of Parker

Bob Exstrom, Project Manager

(303) 294-9448

bexstrom@parkeronline.org

ARCHITECT

Anderson Mason Dale,

(303) 294-9448

Dan Williams (now with Threshold
Architecture)

TEAM MEMBERS

Jeff Pittman & Alan Anderson

PROJECT SIMILARITIES

Community space

Community input

Plaza

Pavilions

Interactive art sculptures

Municipal project

PARKER, CO

DISCOVERY PARK

PROJECT DESCRIPTION:

Located adjacent to the Parker Library, Discovery Park provides 1.4 acres of unique year-round activities. In the summer months, visitors can cool off in the interactive play fountain and splash pad with programmable water jets and color changing LED lights. Patrons can also enjoy a show performed at the outdoor band shell equipped with sound and lighting. During the winter, there's a vibrant 350-foot ice skating ribbon open seven days a week and fire pits to keep you warm.

Snacks and drinks are available year round from the various concession areas. The park has ample public restrooms and three pavilions. Visitors can also admire (and climb) public art sculptures created by Christopher Weed.

Community input was integral in both the design and construction process. Fransen Pittman was brought on early in the design phase to assist with cost control and constructability.



DENVER, CO

CHILDREN'S MUSEUM OF DENVER - JOY PARK

PROJECT DESCRIPTION:

Fransen Pittman partnered with the Children's Museum of Denver on a multi-phased facility and site expansion project. Included in Phase 1 of the project was the creation of a new outdoor park, which required extensive site work.

Joy Park now comes equipped with a boulder field, rustic gabion walls, custom water features, a zip line, mining ruins, caves, and sand dunes. The park also offers plenty of space for community members to gather.

True to the Colorado vernacular, the seamless indoor-to-outdoor experience offered by the museum teaches children the power of the natural world. The transformed space earned Children's Museum of Denver a position in the top 10 of America's Best Children's Museums by the Early Childhood Education Zone.

DELIVERY METHOD

CM/GC

PROJECT SIZE

1.5 acres

CONTRACT VALUE

\$5.6M

Completed on budget

PROJECT DURATION

04/2017 - 07/2017

Completed on schedule

OWNER

Children's Museum of Denver,
Kerri Atter, Director of Special Projects
(303) 550-8565
kerria@cmdenver.org

ARCHITECT

OZ Architecture
(303) 861-5704

TEAM MEMBERS

Jeff Pittman & Alan Anderson

PROJECT SIMILARITIES

Community space
Plaza
Parking lot
Children's play area
Landscaping
Municipal project



DELIVERY METHOD

CM/GC and D/B

PROJECT SIZE

Levitt Pavilion: 5.6 acres/6,086 SF

Ruby Hill Park: 88 acres/61,000 SF

CONTRACT VALUE

Levitt Pavilion: \$5.2M

Completed on budget

Ruby Hill Park: \$10.4M

Currently on budget

PROJECT DURATION

Levitt Pavilion: 09/2016 - 07/2017

Completed on schedule

Ruby Hill Park: 04/2025-03/2026

Currently on schedule

OWNER

City of Denver,

Rohini Saksena

(720) 913-1311

rohini.saksena@denvergov.org

ARCHITECT

Studioscene Design

Jared Floyd

(303) 308-1144

jflo@studioscene.com

TEAM MEMBERS

Alan Anderson & Emily Hayter

PROJECT SIMILARITIES

Community space

Parking lot

Public restrooms

Picnic areas w/ shade structures

Landscaping

Children's play area

Municipal project

DENVER, CO

LEVITT PAVILION & RUBY HILL PARK: MULTIPHASED PROJECT

PROJECT DESCRIPTION:

The Ruby Hill Park Master Plan is a multiphasd project that will transform the 88 acre site located southwest of Denver into a vibrant regional park, providing various facilities and activities for the community.

Levitt Pavilion, situated in Ruby Hill Park, was completed in 2017. The area holds up to 20,000 people for free concert nights and community events. In addition to the state-of-the-art amphitheater, the venue also includes open lawn seating, a large parking lot that can accommodate food trucks/vendors, public restrooms, and plenty of nature. Before the site became a public park, it was a radium processing area and later became a landfill, so extensive site work was required. With such a toxic history still present in the ground underneath, the Fransen Pittman crew was diligent in ensuring mitigation efforts were effective. Now, Levitt Pavilion has quickly become one of Denver's most cherished treasures.

Fransen Pittman was selected for the next and ongoing phase, which requires constructing a 3,000 SF building that will serve as a bike and snow sports facility. Other scopes of work include a splash pad/water feature, bicycle playground, skate park, sport court, picnic areas with shade structures, and landscaping. These features will enhance the existing recreational programming that Ruby Hill Park offers, and encourage children and young adults to be active by spending time outside.



DENVER, CO

ROCKY MOUNTAIN DEAF SCHOOL

PROJECT DESCRIPTION:

A charter school within Jeffco Public Schools, Rocky Mountain Deaf School (RMDS) has partnered with Fransen Pittman on numerous projects on the school's campus, including the construction of a children's playground. The most recent project was the addition of a new athletic complex. The project scope involved a new turf field with outdoor field lights, an electronic scoreboard, bleachers, an open-air pavilion with seating, and several shade structures. The complex is used by RMDS for student flag football and soccer programs, and is rented on weekends for community sports and recreation leagues of the wider community.

DELIVERY METHOD

CM/GC

PROJECT SIZE

3.9 acres

CONTRACT VALUE

\$3.1M

Completed on budget

PROJECT DURATION

06/2022 - 10/2024

Completed on schedule

OWNER

Rocky Mountain Deaf School

Amy J Novotny

anovotny@rmds.co

ARCHITECT

Anderson Mason Dale

(303) 294-9448

TEAM MEMBERS

Alan Anderson

PROJECT SIMILARITIES

Open-air pavilion & lighting

Parking lot

Shade structures

Children's play area

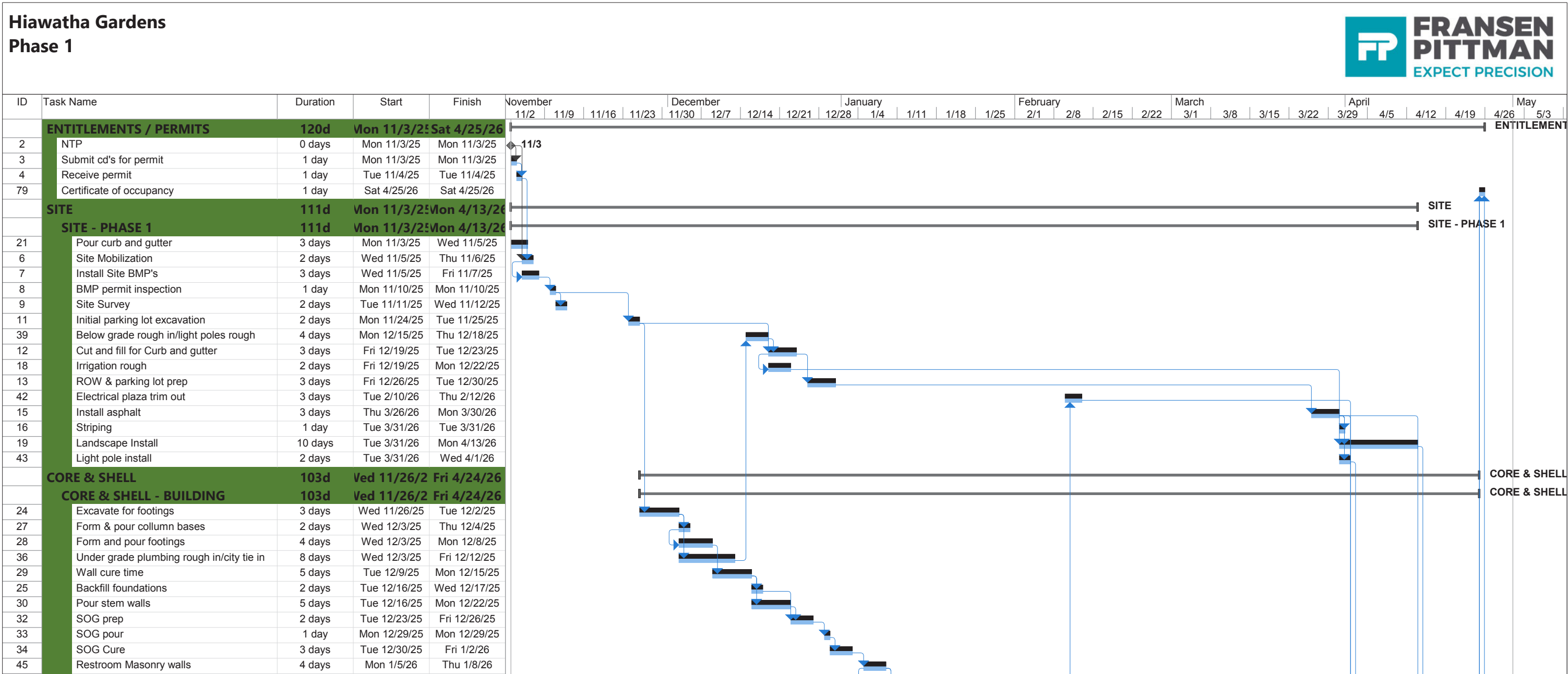


AIIMS COMMUNITY COLLEGE PLAZA

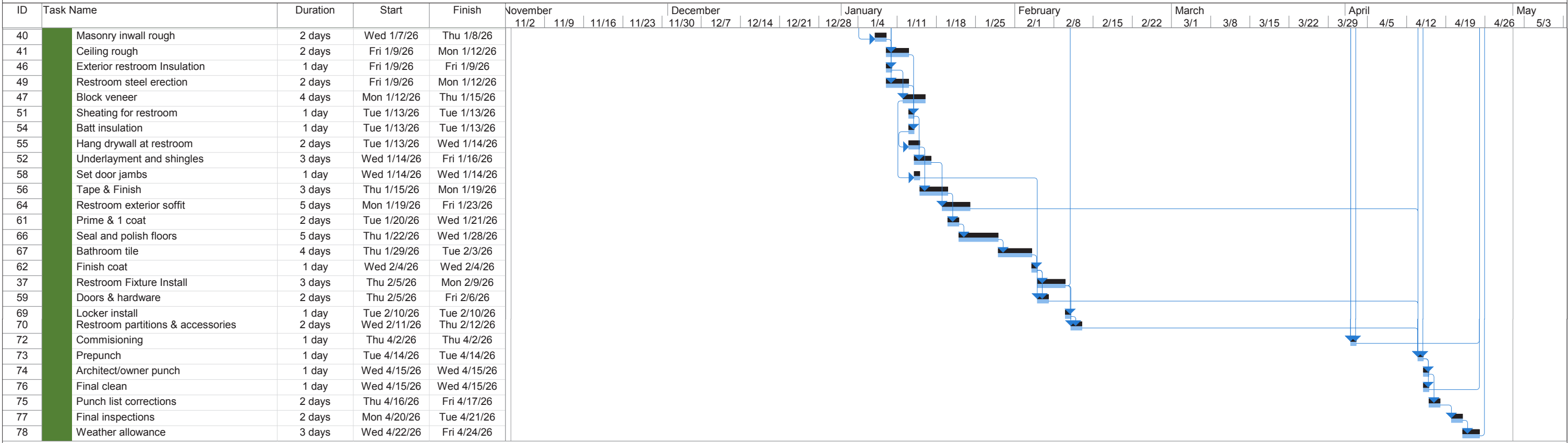


SCHEDULE

FP'S PROPOSED SCHEDULE: PHASE 1



FP'S PROPOSED SCHEDULE: PHASE 1



MANITOU SPRINGS CARNEGIE LIBRARY



PROJECT APPROACH

APPROACH TO CM/GC

95%
OF OUR WORK IS
CONTRACTED
CM/GC

We recognize the value that a CM/GC team can bring to a project. In our experience working under a CM/GC contract, Fransen Pittman has found that our collaborative approach is essential to the success of a project. Fransen Pittman works as a team with all project stakeholders, from early Cost Modeling, to finding creative solutions in the field. Our approach ensures more than just project success, but project-specific solutions that will benefit the City of Manitou Springs.

From the onset of selection for this project, we will establish a date for conducting our Cost Modeling Workshop. This is the point in time when we can engage all stakeholders to review the current set of documents and understand what the expectations and goals are for the project.

This includes a full dive into what scopes of work are involved with each portion of the project with our team and with **input from subcontractors who will provide accurate, up-to-date pricing and procurement for materials on the project**. We know that the most accurate information for pricing and scheduling comes from our close industry subcontractors by having all the key trades involved in reviewing every set of documents and pricing each set of documents. This ensures that the ever-changing material pricing market is as current as possible and that we know how long it will take to procure all of the required materials for the project once they are ordered. The process listed above is as communicative and transparent as possible, bringing significant benefit to the City of Manitou Springs in several ways:

- We **inform everyone on the team** when certain scopes of work need to be released early in order to meet the project schedule.
- We determine **permitting timing** and what required documents are needed to ensure that permitting is timely and known.
- Our team will forensically **investigate the entire site** to ensure that details and drawings provided match the existing conditions.
- Planning and strategizing with the City of Manitou Springs and the Architects to create the best approach to build the project with the **highest level of quality** while meeting all stakeholder goals.
- Ensuring that the GMP (Guaranteed Maximum Price) estimate delivered is **accurate** and ensure that the project can be completed as drawn for that GMP with no change orders, unless unforeseen conditions exist.



CM/GC DELIVERY METHOD – ONE TEAM

Fransen Pittman will have one dedicated team perform all the preconstruction, construction, and warranty services. What differentiates FP from other contractors is that we have the entire project team involved throughout the entire process. This means that project Estimators will be supported by our Project Manager and Superintendent during preconstruction. During construction, the information obtained during precon will be maintained, with no handover meetings necessary.



PRECONSTRUCTION

Our project Estimator, Emily Hayter, will be dedicated to your project and present at every design, coordination, and team meeting. She will work with our Project Manager, Blake Faulkenberry, and Superintendent, Dylan Brown to complete constructability reviews and scheduling updates at every stage of design. Our team will work collaboratively with the Architects to provide accurate estimates at each milestone. Our process is 100% transparent—you will always know the cost of the project.



CONSTRUCTION

When we transition to construction, there will not be any unnecessary hand-off meetings between the preconstruction and construction teams. Our construction team will be ready to hit the ground running. The same level of collaboration will remain during construction and you will always know schedule and budget details.



WARRANTY AND BEYOND

We take a proactive approach to closeout and Owner training. Through early coordination with the Architect, thorough punchlist completion, and subcontractor accountability, we finish strong. In addition to our warranty department, our Fransen Pittman project team members will stay your points of contact after the project is completed.

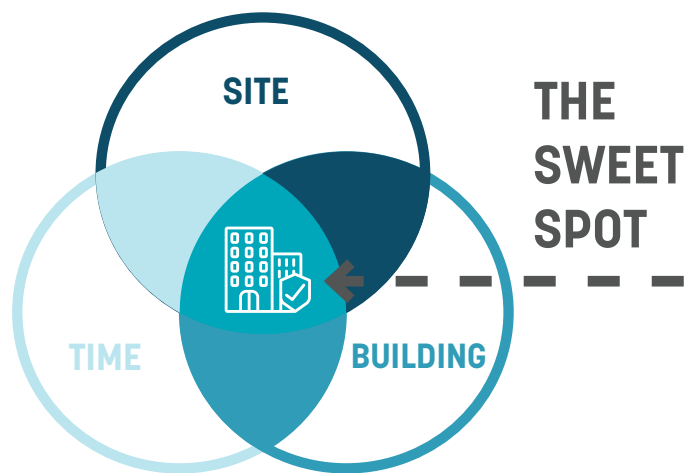


APPROACH TO PRECONSTRUCTION

A NOTE FROM ALAN ANDERSON, PRECONSTRUCTION DIRECTOR:



In every aspect of the City of Manitou Springs' upcoming project, we are working to maximize the budget dollars. In general conditions, there will be a sweet spot in schedule where we're at the most cost effective durations and able to obtain the highest quality. Schedule efficiency is key in maintaining budget and workflow whilst constructing a quality facility. Our **4 Line Item Estimate** views the project in four main dimensions:



1. SITE: What is the size of the site and how much will we build on? How will we uphold the historical integrity of Hiawatha Gardens?

2. TIME: How much time will it take to develop the site and install utilities? How can we work around tourist season?

3. BUILDING: What materials will be used? Are there historical materials that can be repurposed? How can we protect the surrounding wildlife?

4. INDIRECTS: Includes insurance, plan and permit fees, bonds, use tax, overhead and profit. Indirects are agreed upon with the Owner and don't offer as much flexibility as site, time, and building.

TURNING YOUR VISION INTO A PRECISION PLAN

While looking at your project in this 4 Line Item Estimate, we begin to uncover driving cost factors, help to determine ideal constructability, and devise efficient building strategies. This helps us understand the many ways that we can save dollars while maximizing scope. Together, we review all of this information as a group to utilize our collective knowledge.

Right now, the City of Manitou Springs is at a pivotal stage where the collaboration between Owner, Architect, and Contractor will truly elevate its success. We commit to being an early and proactive partner. Unique to FP is our entire team's involvement from the start: Emily, Blake, Dylan, Alan, and Jeff all attend key design/preconstruction meetings. With other contractors, you won't see a team's 100% commitment like this.

BUILDING AN EARLY GMP THROUGH INFORMED COLLABORATION

FP uniquely believes that cost control does not equal scope reduction or value loss. Instead, we implement a preconstruction tool, **MET™**, ensuring budget and scope are always in alignment and that quality is never sacrificed. Intangible in this process is the trust, transparency, and collaboration that is built between all stakeholders. Our Model, Estimate and Track (MET™) process is outlined on the following pages.

MET™—MODEL, ESTIMATE, TRACK

COST MODELING WORKSHOP

This workshop gathers Architects, Fransen Pittman, project consultants, key trade partners, and the City of Manitou Springs' project team for a day-long session to map out the entirety of the project. Within this session, varying options for each feature are presented, while FP provides expert counsel to the Owner regarding decision making.

During cost modeling, FP showcases each individual component of your project. Different building systems or design features can be explored while we evaluate the cost for each option. This provides the team with real-time understanding of how decisions affect the bottom line, putting everyone in their best position to make effective decisions early in the process.



SIGNIFICANCE:

Our Cost Model is historically within 1% of our final GMP, meaning that it sets an accurate road map early in design. Inviting key subcontractors gives us accurate pricing on labor and materials. Subcontractors invited to the Cost Modeling Workshop must still participate in competitively bidding the project.

CONTINUOUS ESTIMATING

We present our estimates at each design milestone (Schematic Design, Design Development, Guaranteed Maximum Price) in a 16 division line item format. Each line item is broken down by labor, material, equipment, and subcontractor.

These estimates are backed by real-time subcontractor pricing and confirm that our team is staying consistent with the decisions made during the Cost Modeling Workshop.



SIGNIFICANCE:

As the project progresses, this process ensures that we are maintaining the City of Manitou Springs' priorities.

TRACKING LOG

As the design evolves, we track every departure from the original cost model and analyze each proposed departure from a cost, schedule, and quality perspective. These changes are approved by the Owner, but remain recorded as a permanent part of the tracking log. The log allows project cost to be reconciled from one milestone estimate to the next and grants decisions to be revisited at each development.



SIGNIFICANCE:

Our tracking log allows our team to revisit design decisions and re-evaluate in terms of scope, budget, and schedule.

COST MODEL EXAMPLE

Our Cost Model breaks each piece of scope into three categories: High, Mid, and Low Level. As a team we explore every option together.

Leveraging the combined knowledge of subcontractors and engineers, we select options that meet constructability, maintenance, and budget goals. From there, we have a road map to guide the designers and the rest of preconstruction. Cost Modeling allows us to release necessary materials early.



Number of Levels Total # of Levels Main - Basement Perimeter of Building Sky / Lift Ratio Number of Parking Spaces Building Height Overall Site SF Assumed % Landscaped Building Footprint Assumed % Site Concrete		3 EA 114,889 SF 101,488 SF 1,241 LF 2.88 69,933 SF 323 EA 38,942 LF 486,347 SF 41 % 48,822 SF 39 %
Description		High Level
Division 2 Sitework		Mid Level
Division 2 Sitework		Low Level
Division 2 Sitework		Model
Division 2 Sitework		Model

ESTIMATE EXAMPLE

We present our estimates at each design milestone (Schematic Design, Design Development, Guaranteed Maximum Price) in a 16 division line item format. Each line item is broken down by labor, material, equipment, and subcontractors.

Our team is also able to provide estimate summaries in a pie chart format for a more visual indication of how cost is distributed within different divisions.



Auraria-MSU Space Improvements

\$2.75M Construction \$1.6M AV

ESTIMATE DATE: 02/25/22
BUILDING AREA IN SQ FT: 75000
DRAWINGS PREPARED BY: AND
DRAWINGS ARE DATED: 1/21/2022

DIV NO	DIVISION RECAP	DIVISION TOTAL	\$ PER S.F.	% OF TTL
00	General Conditions	246,333	\$3.27	4.8%
01 02	General Requirements, Existing Conditions, Site Work	116,320	\$1.55	2.2%
03	Concrete	0	\$0.00	0.0%
04	Masonry	0	\$0.00	0.0%
05	Metals	0	\$0.00	0.0%
06	Carpentry	145,239	\$1.94	2.7%
07	Moisture Protection	0	\$0.00	0.0%
08	Doors, Windows & Glass	3,900	\$0.05	0.1%
09	Finishes	1,273,114	\$16.87	23.7%
10	Specialties	176,440	\$2.36	3.3%
11	Equipment	1,256,996	\$16.77	23.5%
12	Furnishings	395,649	\$5.33	7.5%
13	Special Construction	0	\$0.00	0.0%
14	Conveying Systems	0	\$0.00	0.0%
21 22 23	Mechanical	3,400	\$0.05	0.1%
26 27 28	Electrical & Low Voltage	1,162,462	\$15.50	21.7%
DIRECT COST		4,783,967	\$63.79	89.22%
State & Local Tax		15,198	\$0.18	0.24%
Permit & Plan Review Fee		125,354	\$1.64	2.30%
Construction Contingency		166,887	\$2.14	3.00%
TOTALS		\$5,071,306		

TRACKING LOG EXAMPLE

The tracking log keeps record of all changes made from the original cost model. These changes are presented to the Owner to be approved or rejected.

 FRANSEN PITTMAN PRECISION					Trend Log						
As Trended Cost Model Estimate		DD Estimate	Current Pending Total	% Change	Drop Log	Area	System	Rejected	Pending	Accepted	
\$54,040,118		\$56,608,119	\$56,608,119	0%	DD	PSL	Foundation	\$0	\$651,811	\$0	
							Rebar	\$0	\$225,425	\$0	
							Rebar	\$0	\$243,720	\$0	
							Rebar	\$0	\$560,365	\$0	
							Rebar	\$0	\$10,000	\$0	
							Rebar	\$0	\$107,210	\$0	
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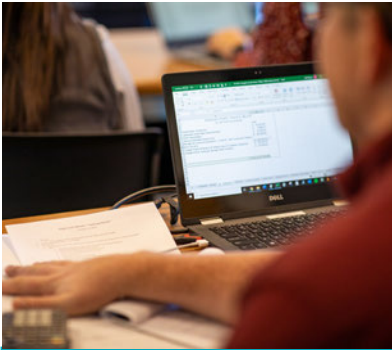
BUDGET MANAGEMENT

Your proposed Project Manager, Blake Faulkenberry, will be responsible for monitoring cost and schedule and report to the City of Manitou Springs' stakeholders as well as key Fransen Pittman personnel through each phase of the project.

COST TRANSPARENCY

Fransen Pittman operates in a true open book manner, ensuring that we create a culture of transparency. The open-book nature of our process provides visibility into all project costs, not just some. Early and accurate knowledge of project costs allows for informed decision-making and forecasting, which is paramount in ensuring success.

During preconstruction and construction, you as the Owner always know where your dollars are being spent. We build the budget together during our Cost Modeling process, review subcontractor quotes during GMP bidding, and analyze pay applications during our monthly billings. Through our collaborative process, we establish a culture of transparency and trust.



24/7 PROJECT UPDATES

ProjectSight is available 24/7 to the Owner and Architect. Reports are shared with project team members during weekly Owner/Architect/Contractor (OAC) meetings and users can access project details/updates anytime with a simple login.

Fransen Pittman utilizes the construction software *ProjectSight* to track and report on budget, quality, and efficiency on a daily basis. *ProjectSight* is a construction software used to support teams in managing construction projects from a single-source. *ProjectSight* enables constant collaboration amongst project team members, ensuring everyone is updated on critical information and keeps the focus on the task at hand - delivering the project.

Providing:

- Budget and Cost Management
- Document Control from SD Drawings to Close-Out
- Field Management

The City of Manitou Springs' team and the Architects are provided access to these digital tools at all times, and reports are shared and discussed during our weekly Owner/Architect/Contractor (OAC) meetings.

MONITORING TRADE PARTNERS

We manage our subcontractors and their adherence to budget by scrutinizing their pay apps when they are submitted. During construction, we also present these monthly pay apps during every OAC meeting so that the Owner is aware of the current budget and has full transparency of cost.

SCHEDULE ADHERENCE



SUCCESS IS BUILT FROM PLANNING

The key to delivering your project on-time is to work collaboratively to ensure that all milestone dates are established early for the project. Our projects are delivered on time because we employ several proactive scheduling measures. In the event of unknowns, we communicate immediately with the Owner and provide solutions to make up time.

PROCUREMENT

We know that procurement is key to schedule control. Because of this, we keep a material matrix that is updated weekly based on subcontractor/supplier input. Our project team will utilize this material matrix during preconstruction to develop a procurement strategy. In addition, we hold weekly meetings with the design team to coordinate submittals, RFIs, and procurement outside of weekly OAC meetings.

	Today 8/30/2022	Confirmed Shipping/Gates	
Item		ETA	Notes
			Updated 8/30/2022
4002CP2+Accs)		7/7/2022	Received
300B-Accs)		7/7/2022	Received
2)		6/1/2022	Received
UW)		8/18/2022	Received
AMP2 (AMP-K75)		5/6/2022	Received
RN1 (P156P15-94")		6/13/2022	Received
RN2 (P156P15-109")		8/31/2022	stock with ACCU-TECH
RN3 (P156P15-113")		6/13/2022	Received
(Science Only)		8/25/2022	Added in COB 05. Shipping next week. Am
(SPA2-60)		7/21/2022	Received
em BT1)		11/15/2022	Delayed to November
W)		8/25/2022	Shipping 8/11. (1) shipped 8/9. Tentative
Country)		8/12/2022	Picked up on 8/9.
Box		8/19/2022	Received
P-13)		8/24/2022	Received last 2 6000 Watt projectors
PFT-VM260)		8/23/2022	Received. Custom boxes to secure Global
em KP1 (TSC-50-G3)		8/23/2022	Received. Custom boxes to secure Global
Box (GC-100-12 OR GC7/NS/25U/R/R1)		8/23/2022	Received 8/26.
		8/26/2022	417 delivered. 320 to ship 8/24. Being sta
		8/26/2022	Vendor now.
		8/26/2022	135 delivered. 9 to ship 8/24. ESD 8/26/22
		8/26/2022	staged with vendor now.
W)		8/26/2022	Delivered.
		8/26/2022	Delayed to ship 8/24. ESD 8/26/22. Being
W)		8/26/2022	Vendor now.
and West Winter Break Work Only)		8/15/2022	Delayed to ship 8/24. ESD 8/15/22
		8/24/2022	Delivered. Staging at vendor until Winter
		10/11/2022	10/11 ship dates

A procurement material matrix helps our team to set decision dates and make recommendations to the Owner and the Architect on procurement of long-lead delivery items.

MONITOR AND COMMUNICATE SCHEDULE PROGRESS

To ensure that all of our projects stay on track we incorporate the following communication tools into our project process:

- Clear and consistent communication with the Owner utilizing frequent face to face meetings as needed to keep the project moving efficiently, while at the same time respecting the busy schedules of the Owner's project team.
- By using different schedule scopes like a Master Schedule (CPM Schedule), Short Term Schedule, 3-Week Look Ahead Schedules, Weekly Snapshot Schedules, 1/3 and 2/3 Schedule Reviews, our team maintains schedule control and isolates incidents that could affect schedule. We are experts at pivoting and making adjustments if necessary.
- Weekly snap shot schedules identify important milestones and dates when key decisions are needed from the Owner's team. This also identifies points in time throughout the project that specific stakeholders should be involved.

HOLDING SUBCONTRACTORS TO DURATIONS

When we select subcontractors, we include the master schedule and trade-specific detailed schedules within their contract so project expectations and timelines are clearly communicated and binding. When the project begins, our well-planned procurement process ensures that long lead materials are ready for subcontractors when their work is needed.

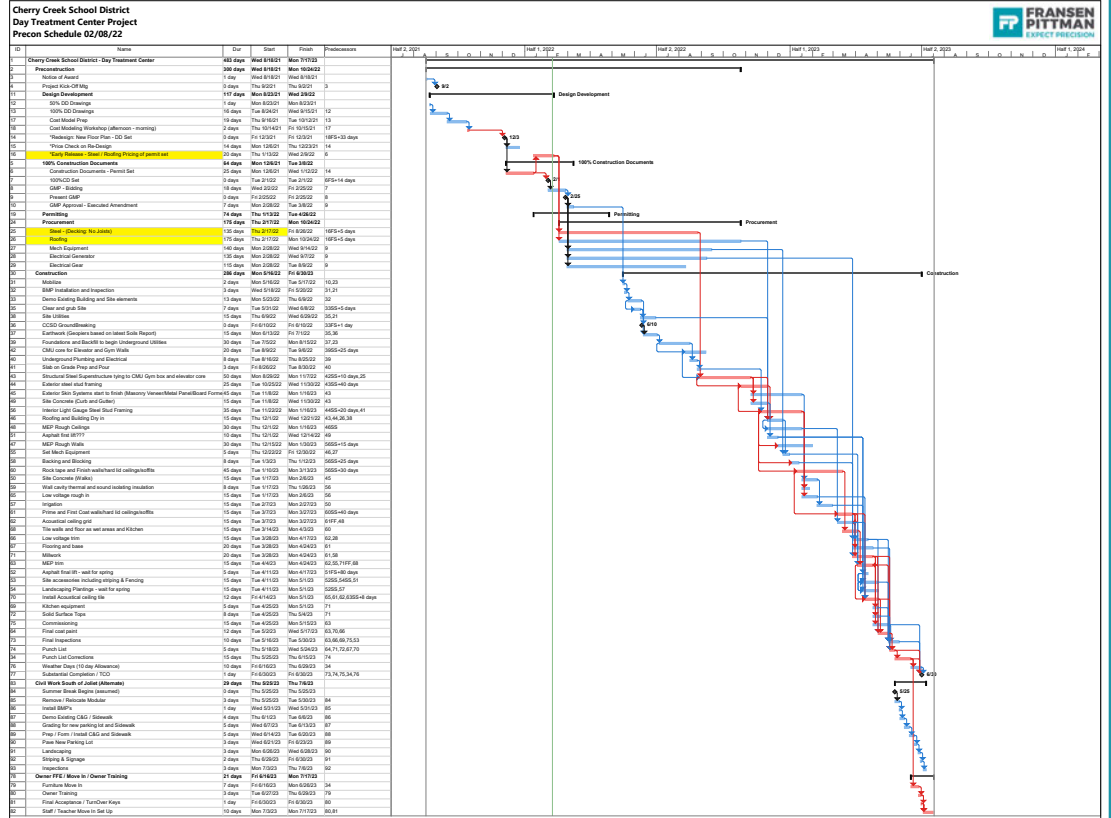
During construction, our Superintendent breaks the overall schedule into five-week intervals that are used to control the daily flow of the project. They depict the past week, present week, and three weeks into the future. This short interval schedule is a key point of discussion in the weekly meetings with subcontractors and keeps the project on time.

CPM MASTER SCHEDULE

We utilize Microsoft Project Critical Path Method schedule to manage the overall project.

The CPM Schedule is utilized for both preconstruction and construction and is created by our Superintendent on the project.

The CPM schedule is extremely detailed and communicated weekly with the Owner.



PROCUREMENT MATRIX

FP creates a unique procurement matrix to track critical materials, their lead times, and identify critical release dates.

This matrix is updated weekly by subcontractor/supplier input.

The procurement matrix is managed by our preconstruction team and field engineer and communicated with the Architect and Owner during preconstruction.

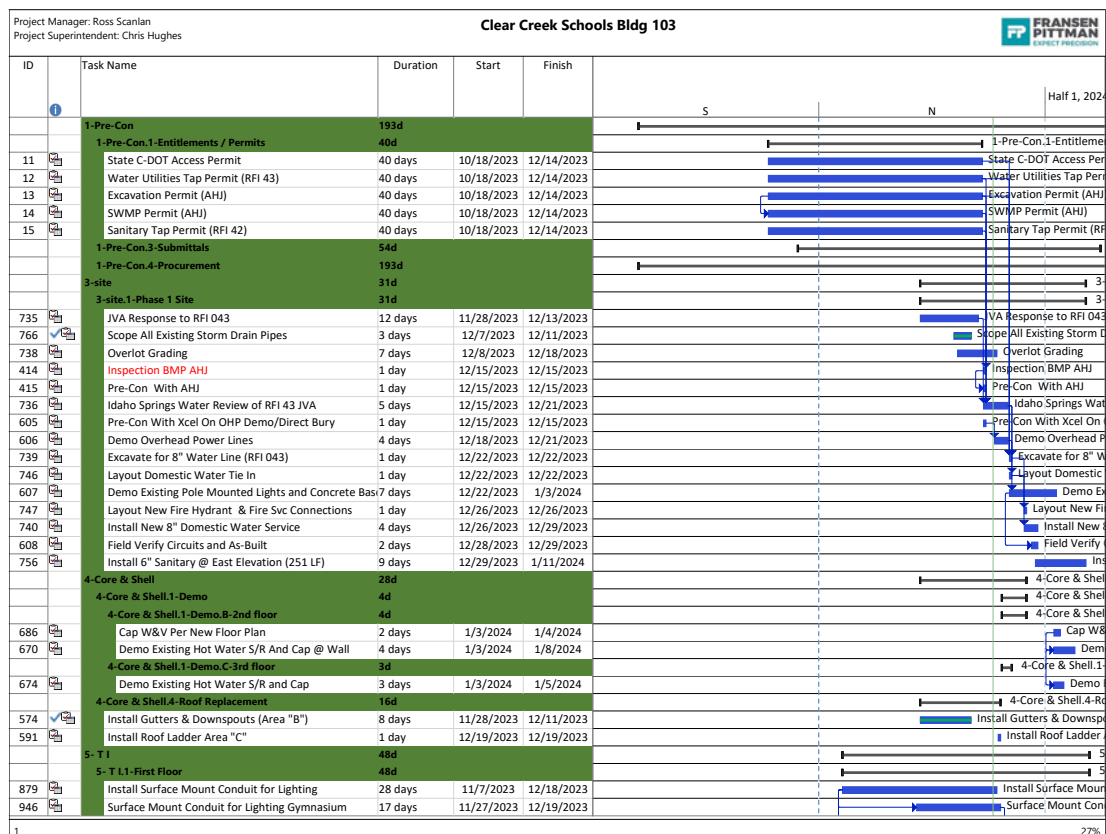
Date Updated 4/23/2024				CCSD Bldg. 103 (Renovation) PROCUREMENT SCHEDULE									
				SUBMITTAL REVIEW		DELIVERY		INSTALL					
				Approval	Submittal	Subcontractor	Lead time	Projected	Date Required	Scheduled			
				Deadline	to Arch	Confirmed	(Weeks)	Arrival Date	to be on site	Construction			
				Prior to Delay		Release Date							
Division	Item	Responsible Subcontractor	Approval	Submittal	Date	Subcontractor	Lead time	Projected	Date Required	Scheduled			
03 - Concrete	C.I.P. Fluted concrete walls		2/21/2024	12/14/2023	1/5/2024	1/5/2024	3	2/28/2024	3/6/2024				
03 - Concrete	Monument Sign (Form & Pour)		5/7/2024										
03 - Concrete	C&G Form & Pour		5/2/2024	12/14/2023	1/5/2024	1/5/2024	3	2/28/2024	3/6/2024				
03 - Concrete	Site Retaining Walls		2/13/2024	12/14/2023	1/5/2024	1/5/2024	3	2/28/2024	3/6/2024				
03 - Metals	Handrail		3/12/2024	12/14/2023	3/4/2024	3/4/2024	6	4/10/2024	5/7/2024				
03 - Metals	Galvanized Bollards		4/1/2024	12/14/2023	3/4/2024	3/4/2024	3	4/29/2024	5/6/2024				
06 - Woods & Plastics	Casework		3/29/2024	1/12/2024	2/26/2024	2/26/2024	6	4/10/2024	4/25/2024				
06 - Woods & Plastics	PLM		3/1/2024	1/12/2024	2/26/2024	2/26/2024	8	4/2/2024	5/1/2024				
07 - Thermal & Moisture	Joint Sealants		11/7/2023	11/7/2023	11/7/2023	11/7/2023	5	11/7/2023	11/7/2023				
08 - Openings	HM Door Frames, Doors		11/29/2023	11/30/2023	11/30/2023	11/30/2023	9	1/6/2024	2/14/2024				
08 - Openings	Flush Wood Doors		12/20/2023	12/20/2023	12/6/2023	12/6/2023	18	4/10/2024	5/1/2024				
08 - Openings	Door Hardware		3/20/2024	11/29/2023	12/1/2023	12/1/2023	5	1/25/2024	5/1/2024				
08 - Openings	Overhead Ceiling Door		1/2/2024	1/2/2024	1/2/2024	1/2/2024	12	2/1/2024	2/1/2024				
08 - Openings	Gazing		1/24/2024	1/24/2024	1/24/2024	1/24/2024	12	2/1/2024	2/1/2024				
08 - Openings	Louvers		1/16/2023	1/16/2023	1/16/2023	1/16/2023	9	1/16/2023	1/16/2023				
08 - Openings	Storefront Door Procurement		1/12/2024	1/12/2024	1/12/2024	1/12/2024	10	1/12/2024	1/12/2024				
08 - Openings	Window Film		4/2/2024	1/16/2023	1/16/2023	1/16/2023	5	1/16/2023	1/16/2023				
08 - Openings	Insulated Metal Panel		2/12/2024	1/16/2023	1/16/2023	1/16/2023	12	5/17/2024	5/17/2024				
08 - Openings	Transaction Window		11/20/2023	11/21/2023	11/21/2023	11/21/2023	12	2/13/2024	2/13/2024				
08 - Openings	Pass - Thru						10						
08 - Openings	Curtain Wall		3/12/2024	1/16/2023	1/16/2023	1/16/2023	16	5/13/2024	6/10/2024				
08 - Openings	Rated Glazing		1/24/2024	1/24/2024	1/24/2024	1/24/2024	12	3/7/2024	4/2/2024				
08 - Openings	Storefront Hardware						19						
08 - Openings	Electrified Locksets						19						
08 - Openings	Solatable			1/15/2024	1/18/2024	1/18/2024	3	2/8/2024	2/8/2024				
09 - Finishes	Ceramic Tile		2/22/2024	11/14/2023	11/17/2023	11/17/2023	9	5/1/2024	5/9/2024				
09 - Finishes	Acoustical Ceilings (Soft Tile)		4/16/2024	1/29/2024	2/8/2024	2/8/2024	5	3/14/2024	5/28/2024				
09 - Finishes	Resilient Flooring		3/7/2024	12/13/2023	12/14/2023	12/14/2023	9	2/15/2024	5/16/2024				
09 - Finishes	Resilient Athletic Flooring		4/1/2024	1/16/2023	1/16/2023	1/16/2023	9	1/16/2023	1/16/2023				
09 - Finishes	Tile Carpeting		3/7/2024	1/16/2023	1/16/2023	1/16/2023	9	1/16/2023	1/16/2023				
09 - Finishes	Wall Coverings		2/26/2024	1/2/2024	2/26/2024	2/26/2024	9	2/26/2024	4/1/2024				
09 - Finishes	Exterior Paint		2/26/2024	1/2/2024	2/26/2024	2/26/2024	9	2/26/2024	4/1/2024				
09 - Finishes	Interior Paint		1/1/2024	12/1/2023	1/1/2024	1/1/2024	5	2/1/2024	2/1/2024				
09 - Finishes	Grid Ceiling		5/21/2024	1/29/2024	2/8/2024	2/8/2024	0	2/8/2024	5/21/2024				
09 - Finishes	Custom Acoustical Ceiling Panels (Waffle)		4/10/2024	2/14/2024	2/14/2024	2/14/2024	6	4/14/2024	5/21/2024				
10 - Specialties	Display Case		10/4/2023	10/4/2023	10/4/2023	10/4/2023	9	10/4/2023	10/4/2023				
10 - Specialties	Fire Protection		10/11/2023	10/11/2023	10/11/2023	10/11/2023	9	10/11/2023	10/11/2023				
10 - Specialties	Wall and Door Protection		10/11/2023	10/11/2023	10/11/2023	10/11/2023	3	10/11/2023	11/14/2023				
10 - Specialties	Teal Partition and Access		1/31/2024	1/31/2024	2/1/2024	2/1/2024	9	4/4/2024	4/10/2024				
10 - Specialties	Toilet, Bath, Laundry Accessories		3/16/2024	1/29/2024	1/29/2024	1/29/2024	9	2/1/2024	5/2/2024				
10 - Specialties	Flagpole Procurement		5/28/2024	1/16/2023	1/16/2023	1/16/2023	3	1/16/2023	6/25/2024				
10 - Specialties	Signage Procurement		5/21/2023	1/29/2024	1/29/2024	1/29/2024	5	5/25/2023	5/1/2024				
10 - Specialties	Interior Signage		4/16/2024	4/16/2024	4/16/2024	4/16/2024	1	4/16/2024	6/19/2024				
11 - Equipment	Gymnasium Equipment		3/29/2024	3/29/2024	3/29/2024	3/29/2024	6	6/7/2024	6/10/2024				
11 - Equipment	Outdoor Playground Equipment		3/11/2024	2/12/2024	3/11/2024	3/11/2024	10	5/20/2024	5/27/2024				
11 - Equipment	Foodservice Equipment		4/1/2024	1/2/2024	1/11/2024	1/11/2024	5	2/28/2024	5/1/2024				
11 - Equipment	Residential Equipment		4/22/2024	2/29/2024	3/14/2024	3/14/2024	2	3/28/2024	5/1/2024				
12 - Furnishings	Window Coverings		3/28/2024	3/8/2024	4/1/2024	4/1/2024	6	5/16/2024	5/23/2024				
12 - Furnishings	Icon Shelter		11/21/2023	11/21/2023	11/21/2023	11/21/2023	21	4/23/2024	4/30/2024				

SHORT INTERVAL SCHEDULE

In combination with the CPM Master Schedule, the Short Interval Schedule identifies work occurring in a smaller snapshot of the project, typically 2-4 weeks.

The Short Interval Schedule identifies critical subcontractor tasks and work flow efficiency.

This schedule helps manage work at a daily level.



SCHEDULE NARRATIVES

A schedule narrative is used to provide weekly project updates to the Owner.

The narrative outlines a summary of the work completed, the critical paths identified, current/anticipated problem areas and delaying factors, any revisions made to the project, and a review of the updates of the work in place.



The following is a schedule narrative report for the Annex/CSP schedule update. The schedule file has a status date of **05.02.2024**.

The schedule file is [Project Site- CSP-File Library- Schedules-Master Schedule- 05.02.2024](#). [Annex File Library- Schedules-Master Schedule- 05.02.2024](#).

Summary:

The **CSP** schedule has been updated to show the work put in place and the status of the project as of the new status date of **05.02.2024**. The critical path kicks off through the **DOAS unit which is submitted approved and on order with a 33-week time from 11.08.2023. Raised Flooring rough ins, finishes, TAB.**

The **ANNEX** schedule has been updated to show the work put in place (Demo) and the status of the project as of the new status date of **05.02.2024**. The critical path kicks off through **DEMO, Stone Cleaning, Roof Work, Interior Demo, TAB.**

Description of the Critical Path:

The critical path is as follows:

CSP: **DOAS, Raised Flooring, Rough Ins, Finishes, Annex Roof Work and Units installs, TAB.**

Annex: **DEMO, Stone Cleaning, Roof Work, Interior Demo, TAB.**

QUALITY CONTROL

Precision Plan - Field Operations		Revision Date: 10/2/2020
Contents		
1. Introduction		4
2. FP's Project Excellence Mission Statement		4
3. Quality Planning Process		4
3.1. Plan for Quality		5
3.1.1. Identify critical or high-risk areas of the project		5
3.1.2. Create an Inspection and Testing Plan		5
3.1.3. Document Existing Conditions		6
3.1.4. Set Quality expectations		6
3.2. On Quality Assurance		6
3.2.1. Create IMATCP Forms		7
3.2.2. Review FP Quality Manual		7
3.3. Check Quality		7
3.3.1. Quality Assurance Observations		8
3.3.2. Use Inspection and Test Plan comparison		8
3.3.3. Review Quality progress and expectations		8
3.4. Act on Quality Issues		8
3.4.1. QAO Action Log		8
3.5. Report on Quality		9
4. Responsibilities		9
5. Attachments		13
5.1. Inspection and Test Plan Template		13
5.2. IMATCP Definition		14
5.3. IMATCP Template - MS Word		15
5.4. IMATCP Observation Template - Auditor		16
5.5. FLAPSE-T Definition		17
5.6. FLAPSE-T Observation Template - Auditor		18
5.7. QAO Action Log Example		20
5.8. General Observation Template - Auditor		21

A Precision Plan is reviewed with all subcontractors prior to construction to regulate quality & material installation.



Team constructability review to ensure quality and system coordination.



Revizto is critical to resolve clashes early in design and coordinate successful MEP systems installation to avoid errors in construction.

ONE TIME TASKS: Development of Specific Quality Plan

A custom Precision Plan is distributed to all project stakeholders upon project kickoff. This plan outlines our expectations and objectives, creates a specific quality control plan for your project, and provides tools and resources to enforce quality. Construction quality depends on effective planning, coordination, communication, supervision, and testing.

OWNER PARTICIPATION:

- Design Approval
- Regular Meetings and Updates
- Punch List Review

QUALITY STARTS IN PRECONSTRUCTION: Early and Consistent Constructability Review

We know that a comprehensive constructability review is vital to the success of any project and will make or break a schedule. Throughout design, our entire team provides constructability reviews as the drawings and specifications are being prepared. We review the project from the bottom up and review the interface of various systems. We recommend alternate solutions whenever details affect budget, schedule, constructability, and consistency with local and traditional trade practice. Utilizing 3D technology like Revizto aids in constructability by uncovering risks before construction.

BENEFITS OF REVIZTO:

- Helps identify issues before construction takes places
- Dramatically reduces the amount of hours spent in the field coordinating mechanical system clashes
- 3D building and details can be viewed from an iPad in the field
- Better helps you understand complex areas of the building by viewing the actual products that will be installed and modeled with accurate dimensions
- Helps with building schedules to better sequence different trades
- Clearances are modeled on equipment so that they are easily accessible for maintenance in the future
- Mechanical equipment can be strategically placed to mitigate the need for access panels
- Trades can come in and install their piping, ductwork, and equipment exactly as the model shows, avoiding weeks worth of rerouting pipe and ductwork by trial and error

SUBCONTRACTOR PREQUALIFICATION AND BUY-IN

Selecting qualified subcontractors and suppliers is critical in delivering quality work. We use a thorough prequalification process to ensure subcontractors selected for the project adhere to budget, schedule, safety, manpower, and financial requirements.

When trades are under contract, our Superintendent holds a “precon” meeting with all selected subcontractors to study their scope of work with the subcontractor's foreman. These preconstruction meetings allow for a proactive approach to quality monitoring, help to define safety expectations on the job, and begin our Pull Planning sessions to ensure schedule efficiency and buy-in. This keeps all team members on the same page and clarifies project goals.



QUALITY IN CONSTRUCTION

We execute successful quality in construction by:

- **Planning for Quality**
Create a site-specific Quality Plan for the project and review with subcontractors and project stakeholders
- **Doing Quality Assurance**
Use Specifications, FP Quality Manual, and SMATC2P forms to organize work
- **Checking Quality**
Review Quality throughout the project with subcontractors, vendors, and the project team
- **Acting on Quality issues**
Track quality follow-up, successes, and deficiencies
- **Reporting on Quality**
Closeout and document quality

QAO ACTION LOG		
	Closed	
	Pending	
	Open	
Action Taken/ Corrections	Open	Date Due
Action has been resolved. See Observation Report 9	Closed	5/28/19
10/22: Discussed all items above. Mortar will be used in lieu of grout and will review on section on the building for an in place mock up and team will request photos of install around the perimeter during install. Design team will also be reviewing joints on building. Brick had been power washed, but was still wet so did not review mortar colors. Item closed.	Closed	1/26/19
1/28 given directive to use grout	Closed	
Sealer gasket was installed, item closed	Closed	8/13/18
AD 1D removes the metal sill	Closed	
All these basements will be grouted	Closed	
Waterproofing install over diamond pour backs we have pictures to prove it.	Closed	
Design team to respond	Closed	
Design team to ultimately respond to these issues	Closed	
This issue was closed during our doc. The Architect outlined that our current installation was acceptable. The head and jambs of the HM frames were sprayed before the mason came in.	Closed	
06/26: Team reviewed a new option via submittal review. We will review an in place mock up on the building. We can close this item.	Closed	
06/26: This has been shifted to clear the display case	Closed	
06/26: Decking has been ordered.	Closed	
07/17: New decking has been installed	Closed	
Brick was removed and fixed	Closed	
Sediment was washed out	Closed	
UNKNOWN REINSPECTED open discrepancy for item #9 and found missing connections to be installed at remaining locations, this item is now closed	Closed	

The FP team conducts daily QAO walks and documentation to ensure quality compliance.

QUALITY ASSURANCE OBSERVATION

During construction, FP utilizes the QAO (Quality Assurance Observation) process for monitoring and assuring a high-quality outcome with minimal building and system issues throughout construction. This Action Log is conducted daily and communicated with the Owner weekly. QAO reports ensure that the right materials are on site and being installed correctly per specifications.

iAuditor will be used for observing and recording results of critical and high-risk assemblies. The following templates are available:

- SMATC2P Observation template—use for product or assembly.
- FLAPSET Observation template—use for general building envelop system.
- General Observation template—use for any work scope to document or create actions. Each observation template consists of a general assessment of the work, photos, notes, and action items if follow-up is necessary.

VEHICULAR BRIDGE CONSTRUCTION

Constructing a vehicular bridge is a specialized trade, so Fransen Pittman would enlist the expertise of a bridge subcontractor. This partnership would enable our team to efficiently allocate resources, find innovative solutions to potential problems, and ultimately deliver a successful and structurally sound vehicular bridge.

Potential challenges and solutions may include:

- **Geological Factors** -Thorough investigative site work would allow our team to have a solid understanding of how to approach the vehicular bridge before beginning construction.
- **Regulatory Compliance and Permits** - FP has experience working with local, state, and federal entities to ensure that the necessary permits are obtained and will not affect the project's schedule.
- **Material Selection** - Our in-house civil experts partnering with a vehicular bridge trade partner would guarantee that the correct materials (e.g. steel, concrete) are selected, and that these materials meet specific strength and durability requirements.

Frasen Pittman's team consists of two experts in the civil industry. John Meyers and Kyle Von Holdt review all projects and bring invaluable knowledge and experience. They offer creative solutions for project challenges and are always available to support the team as needed. Here is what John Meyers had to say about the Vehicular Bridge portion of your project:



JOHN MEYERS
LEAD SURVEY ENGINEER



KYLE VON HOLDT
CIVIL SYSTEMS COORDINATOR

"Bridges are the most cost-effective when the body of water they cross is very large and wide. In the case of Fountain Creek, I would suggest we start with box culverts, or concrete boxes to pave over the top. These can be dressed up as bridges to make them look great. If box culverts aren't a good fit, I would look at a Contech Con/Span which is also known as a Precast Bridge. Contech has their own design team who are able to meet the needs of your project. They design the structure for you, fabricate it, and ship it to you. Bringing Contech on as an Expert Trade Partner may be a great option for your project."



Bridge designed by
John Meyers for a
project in Windsor, CO

HISTORIC PROJECT EXPERIENCE

Manitou Springs' history is deep-rooted, from the sacred healing mineral springs, to the rich artisan influences, this is a mountain community like no other. Thanks to the hard work and dedication of community and staff members, preserving this history continues to be of utmost priority today.

Fransen Pittman understands the high importance of selecting the right team that will honor these historic roots. Our firm has successfully completed over 30 historic restoration/renovation projects. We are confident that this knowledge will guarantee a positive construction experience and outcome for all stakeholders on the Hiawatha Gardens restoration project.

We have highlighted four of these historical projects, all of which are municipal:



STATE CAPITOL ROOF RESTORATION

FP removed the Capitol's existing roof and restored it with copper and slate roofing, replicating its original condition from the late 1800s. Navigation of the tight site, discovery of asbestos, safe transfer of workers and supplies, and protection of historic murals and building finishes were unique challenges to solve.



GOVERNOR'S RESIDENCE

The historic renovation of the 1908 Governor's mansion was completed in two phases. The scope included replacing the roof/exterior facades, recreating historic architectural pieces, replacing/restoring windows, removing lead-based paint, brick/stone repairs, and correcting the drainage system for the roofs downspouts.



ERIE TOWN HALL

Erie Town Hall was built in the 1880s and served as Lincoln School for a period of time until it was renovated. Phase 1 included an interior/exterior refresh, allowing the community to enjoy defined office/work spaces and a better flow of traffic. FP recently completed Phase 2, a two-story addition for the Town of Erie's expansion.



CU BOULDER KETCHUM HALL

First constructed in 1938, FP renovated and updated the interior of this highly utilized Arts and Sciences building. Maintaining the historic Tuscan vernacular architecture was crucial to project goals. Modern-day updates were implemented, along with an enhanced layout of the four floors.

APPROACH TO HISTORIC PROJECTS

PRESERVING THE IDENTITY OF HIAWATHA GARDENS

The historic Dance Hall has taken many forms since its inception in 1889 (restaurant, beer garden, theatre, open-air ballroom), all of which were centered on connection and community. Since the City of Manitou Springs purchased the property in 2015, it has been a top priority to improve the Hiawatha Gardens site.

In present day, Hiawatha Gardens provides city residents and tourists with necessities such as a parking lot and a bus stop to access Main Street, the Manitou Incline, and various other parts of the city. Preserving the heritage of this iconic site while renovating the area to fit Manitou's needs is of paramount importance to Fransen Pittman. We have partnered with historic societies while working on past projects, and we are committed to working in tandem with the Manitou Springs Historic Preservation Commission to the degree that the City of Manitou Springs requires.

We truly enjoy working on historic buildings. Honoring those that built it, and those that occupied it is one of our favorite focuses. Every historic building or location has a story to tell. When restoring the State Capitol's roof, we discovered historic murals that were long ago covered up. Additionally, on the interior dome of The State Capitol, we found the signatures of every craftsman who had worked on the project, dating back to the late 1800's, which now includes names of FP workers. We know that Hiawatha Gardens will also have a unique story to tell and we can't wait to uncover it.



BUILDING INVESTIGATION: Where do we start?

When embarking on a historic restoration project, we know that three things are key:

1. RIGHT PARTNERS: FP will conduct interviews with qualified restoration partners who specialize in the unique components of your project. The City of Manitou Springs stakeholders will be present at those interviews. This will also allow the team to ensure our restoration partner is the right fit. In order to honor the historic integrity of the State Capitol Roof, the right professionals had to be sourced so the mill copper could be seamed using the historic iron soldering method. We also recognize that Hiawatha Gardens and the surrounding area provide essential habitats to species, including those that are endangered. We could also seek the right partners to protect the wildlife, as was done on the North Boulder Library project to protect bee habitats.



Iron Soldering:
State Capitol Roof

2. FORENSIC INVESTIGATION: From our experience on dozens of historic projects, FP knows how important it is to fully understand the site and building. We will utilize the investigative work that has already been completed on Hiawatha Gardens as a jumping off point to build our understanding and approach. From there, the FP team will conduct thorough observations of the site by using a sounding tool to find any hidden defects or delaminations. This investigative work will allow our team to make recommendations of repair and building materials, with an emphasis on preserving the historic traits of the Dance Hall.



Sounding Tool:
Governor's Residence

3. THOROUGH QUALITY CONTROL: The quality of a project is especially important when working on a historic site or building. From our experience on similar restoration projects, we understand the materials and necessary checks and balances for installation and restoration. Using extensive photo and note documentation of existing conditions and installation conditions, along with a Quality Control Observation Report, our team guarantees a finished project that meets the highest quality.



Column Restoration:
Governor's Residence

PUBLIC ENGAGEMENT

UNDERSTANDING THE CITY'S CULTURE OF ENGAGEMENT

Manitou Springs residents have a deep appreciation for the city they call home. The community has a voice, whether that's preserving historical sites, investment in the school system, or working towards sustainability, their dedication is crucial. The City of Manitou Springs is intentional about consulting and collaborating with the public when making decisions, and we recognize that Hiawatha Gardens is no exception. For the past decade, community events and information sessions have helped shape the vision and goals of your project.

Fransen Pittman believes that the best project teams involve all stakeholders, including community members. Manitou Springs residents hold a perspective that is essential to restoring Hiawatha Gardens. This project will impact their day to day lives by providing enhanced transportation options, a better flow of traffic (especially during tourist season), and a community space to gather, all while maintaining the historic integrity of the site. Fransen Pittman intentionally seeks out community projects because we understand the invaluable results.

FP'S PUBLIC ENGAGEMENT APPROACH

We know first hand how fun construction can be. Finding safe, interactive, and meaningful ways to involve the community throughout the process is one of our passions. Some of the community engagement strategies we've implemented before that could be a great option for your project include:

- Community events/BBQ that inform the public about the project
- Touch-A-Truck (up-close exploration of construction equipment)
- QR codes to inform residents/tourists about the project and efficiently notify them of changes
- Community site tours (this was a big hit for the Manitou Springs Carnegie Library!)
- Sponsor a community clean-up day
- Install un-screened perimeter fencing to view construction progress while maintaining safety



STORMWATER MANAGEMENT

Fransen Pittman participates in the Colorado Stormwater Excellence Program (CSEP), a public-private partnership to facilitate successful management of stormwater quality associated with construction activities. The program provides construction site operators and site owners with the necessary tools to obtain and maintain day-to-day compliance with local, state, and federal requirements for discharges associated with construction sites.

Tim Taylor, FP's Safety and Environmental Director and our expert Stormwater Management team member, is a board member of CSEP. Tim has made it his mission to educate and support FP's team and trade partners at every job site to ensure that the highest safety standards are met.

In addition to Tim's expertise, **every Fransen Pittman field employee holds an Advanced Stormwater Management Certification from CSEP**, which we are happy to share upon request.

We recognize the City of Manitou Springs' dedication to promoting sustainability, commitment to preserving natural resources, and efforts to reduce its carbon footprint. Fransen Pittman is the right partner to help reach these goals. We take sustainability seriously and have **built and renovated many projects that have achieved LEED Gold Certification** including: CU Boulder Ketchum Hall, CU Boulder IPHY building addition, Lochbuie Town Hall & Police Services, Davis Partnership Architects Office, Wright Farms Library, and Brighton Library.

SUSTAINABLE STORMWATER MANAGEMENT:

Fransen Pittman pledges to work alongside the City of Manitou Springs and the Architects to enhance environmental sustainability during the restoration of Hiawatha Gardens, while aligning with the Land Use and Development Code (LUDC). Our team has experience with the following techniques that facilitate on-site stormwater infiltration:

- Bioswales
- Vegetative Filter Strips
- Rain Gardens
- Green Roof System



Fransen Pittman is a **Gold Level leader in the Environmental Leadership Program**. This level demonstrates our voluntary action to go above and beyond compliance with state and federal regulations and highlights our commitment to continual environmental improvement.



Brighton Library is recognized as the first carbon positive library to be built in the United States. Its design and construction incorporated energy-efficient features like geothermal heating and cooling, day lighting strategies, and the use of recycled materials in the building to lower its impact on the environment.

STORMWATER MANAGEMENT PROJECT SPOTLIGHT:

North Boulder Library

North Boulder Library was designed and constructed with an emphasis on community, creativity, and sustainability. This 12,000 SF, \$11.3M facility was decades in the making and is now a cherished destination for Boulder residents. While the library was under construction, the city experienced its wettest spring since 1945. Heavy rains arrived just as foundations were being poured. Situated on a narrow stretch of land, the site sits just 50 feet north of Four Mile Creek. Flooding became a concern, making water mitigation a top priority.

The FP team acted quickly by building stormwater diversion structures to redirect surface water and installing various sediment traps, ultimately ensuring quality construction practices and the safety of the construction crew. Erosion prevention also supported the health of the surrounding ecosystem. The crew's expertise proved pivotal in practicing proper management, maintaining swales, and monitoring catch basins. These measures channeled runoff and captured sediment, keeping the surrounding creek pristine.

In addition to stormwater mitigation, the library features a solar panel roof that is equipped to support a future living green roof system to sustainably manage rainfall.



APPROACH TO PROJECT CHALLENGES

SCHEDULE

Success is built from planning, which is why we employ different schedule scopes to keep the project on time, even in the face of unforeseen schedule constraints. We have never had a project run over the negotiated schedule because we employ several proactive measures. In the event of unknowns, we communicate immediately with the owner and provide solutions to make up time.

PROACTIVE MEASURES:

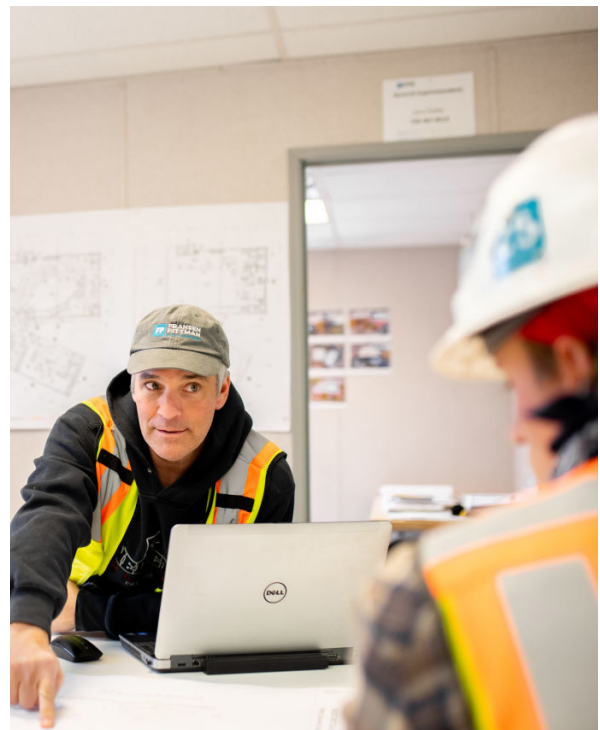
Our job is to never be behind schedule. We work to live up to that expectation through various proactive schedule processes and tactics. Below are methods used to control the schedule:

- The **Master Schedule** is a broad critical path method (CPM) for the entire project. We use Microsoft Project to develop the logic of the CPM network and then develop a simplified bar chart for distribution and straightforward understanding. This schedule is manpower-loaded to track our labor requirements, and resource-loaded to monitor subcontractor crew size.
- **Detailed Schedules** go into greater breakdowns on specific areas of the project. Resource leveling is done from this schedule.
- **Short-Term Schedules** normally cover a three-week time period and are prepared at the field level. They are updated weekly by the project Superintendent and reviewed and distributed at the weekly on-site subcontractors' meetings. The short-term schedule, in concert with the master schedule, is an agenda item in the weekly Owner/Architect/Contractor (OAC) meetings. This short-term schedule is key to keeping the project moving forward.
- **Schedule Review** is a day long internal schedule audit with upper management, field forces, and an outside scheduling consultant where we ask the Project Manager and Superintendent to demonstrate that the schedule is on track.

After all that proactive work, we minimize any critical schedule delays. Long lead procurement items are known and ordered. All stakeholders are aware of key milestones and how to achieve them.

Inevitably, we will still face hiccups, but hiccups can easily be managed and overcome. When faced with minor schedule delays, we confront them with transparency and a solutions-oriented mindset. Always, **our first action item with any potential schedule delay is communication with the City of Manitou Springs.** We alert your team first of any potential issues and offer our solution. We don't present problems without a solution.

It's all about the trust we build as a team, taking the issues one by one and providing solutions to them in a transparent way. You can trust Fransen Pittman to provide solutions, evaluate our risks, and focus on the problem as a team through pull planning and "all hands on deck" meetings where we work together to solve schedule and or budget.



BUDGET

Eliminating any budget overruns is why Cost Modeling and team collaboration is so important. Early in design, Cost Modeling brings the entire team together to map out the project and establish a steady plan for the rest of preconstruction. Our Cost Model is within 1% of the Guaranteed Maximum Price (GMP).

But, let's say that during our Cost Model, we are over the desired budget. Our team will revisit the design and analyze where we are putting dollars. We creatively look for better uses of your budget in building solutions.

To highlight a municipal project example, Parker Library was modeled at a higher value than Douglas County Libraries (DCL) desired. By revisiting the design as a team, we found creative building solutions that met DCL's design standards and still saved money.

During construction, because of the type of contract our firm signs with the City of Manitou Springs, any budget overruns during construction would not be taken on by the Owner. Fransen Pittman would be responsible for any cost over the agreed upon GMP.

PROJECT	COST MODEL	FINAL GMP ESTIMATE	% DIFFERENCE
Parker Library, New Facility	\$12,208,086	\$10,362,441	-15%
Castle Pines Library, New Facility	\$5,106,974	\$5,151,842	0.89%

MINIMIZING CHANGE ORDERS:

Changes to construction cost (change orders) can begin with a Request for Information or Submittal Review. The Fransen Pittman team will vet out all issues regarding each request so that the Owner is fully aware of any pricing and/or scheduling impact. No work will commence on the issue in question without the Owner's full knowledge and acceptance.

Any change order that we request will only be due to an unknown condition that is encountered, or a directive from the Owner and Architect. Change orders are only submitted for these situations, we do not use change orders to cover mistakes in the final GMP.

COMMITMENT TO QUALITY

At Fransen Pittman, quality is never compromised. Our team makes it a priority to develop a strong partnership with the Owner and Architect so we fully understand your priorities and goals. Despite any budget or schedule challenges, the quality of your project will always stay at the highest level. These changes are transparently communicated to the team so we can make an informed decision together.

Our high expectation of quality is clearly communicated with trades on the site by providing a project-specific Precision Plan and all management on site are Certified Quality Assurance Technicians.

GOVERNOR'S RESIDENCE

A large, two-story red brick house with white columns and a balcony, partially obscured by a large tree. The house has a prominent front porch with white columns and a balcony above it. The number '400' is visible above the entrance. The house is surrounded by greenery and a large tree in the foreground.

REFERENCES

REFERENCES

PROJECT	OWNER	ARCHITECT
Manitou Springs Carnegie Library Manitou Springs, CO	City of Manitou Springs Erin Ringsred eringsred@manitousprings.gov	Ratio Design Paul Leasure pleasure@ratiodesign.com
Discovery Park Parker, CO	Town of Parker Bob Exstrom (303) 294-9448 bexstrom@parkeronline.org	Anderson Mason Dale Dan Williams (now with Threshold Architecture) (303) 294-9448
Levitt Pavilion Denver, CO	City & County of Denver Rhini Saksena (720) 913-1311 rohini.saksena@denvergov.org	Studiotrope Design Jared Floyd (303) 308-1144 jflo@studiotrope.com
Governor's Residence Denver, CO	Department of Personnel & Administration Tim Gilbert timothy.gilbert@state.co.us	EUA Architects Jane Crisler (303) 256-1140



COLORADO
Division of Capital Assets
Capitol Complex Architects

To Whom It May Concern

Re: Colorado State Capitol Roof Replacement and Restoration
Reference for Fransen Pittman Construction

Fransen Pittman Construction was selected for the Colorado State Capitol Roof Replacement and Restoration Project. This was a CMGC contract for over \$12 million dollars and was successfully completed in 2018.

Mike Muniz was the Project Manager and Rich Mendez was the Superintendent. The project required investigation into existing materials including asbestos and historical materials. The Fransen Pittman team did a great job on the project and it was completed on time and on budget.

The level of supervision and the planning detail during the construction process has led to only a few small warranty issues. Rich has always responded immediately to resolve any and all warranty issues to date.

We look forward to working with Fransen Pittman Construction on future projects. If you have any questions feel free to contact me.

Lance Shepherd RA
Manager, Capitol Complex Architects
Division of Capital Assets
Department of Personnel & Administration

1525 Sherman St. Denver CO 80203 www.colorado.gov/dpa
Jared S. Polis, Governor | Kara Veitch, Executive Director | Richard Lee, Division Director





CITY OF MANITOU SPRINGS

ADDENDUM FORM

RFP 2025-006

ADDENDUM NUMBER 1 DATE: February 27th, 2025

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of the Addendum for the RFP 2025-006 Manitou Springs Construction Manager/General Contractor Services for: Hiawatha Gardens Restoration and Design as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidder's acceptance of the conditions herein set forth. This Addendum shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in the rejection of the Bid.

1.02 Questions and Answers received as of February 25, 2025 in conjunction with the Pre-Proposal meeting on February 25th at 11 am MT.

1.03

1. Question: Is the pre-bid meeting mandatory for all interested bidders?
Answer: No, the pre-bid meeting was not mandatory. If your firm missed the site walk, you're encouraged to visit the site on your own, but City staff will not be available for additional and/or individual site walks.
2. Question: Can you please confirm that there will be at least three firms shortlisted, assuming you receive qualified responses?
Answer: At this time, the City anticipates shortlisting two to four firms, pending how many qualified responses are submitted. Additionally, at the time of shortlisting, fees will be requested of the short-listed firm only and will be reviewed as part of final selection.
3. Question: Is there a specific weight given to this portion of the scoring matrix?
Answer: There is not a specific weight given at this time to the fees provided. The City will be looking to select based on firm and individual team members' qualifications, value, and fees. A scoring matrix for the interview and proposal phase will be provided to the short-listed firms as part of the interview invitation.

4. Question: When submitting the proposal, how is the bid expected to be broken down? I know that it appears as if Phases 1 & 2 will go first and be together with preconstruction services/design, followed by phases 3& 4. Is that accurate? Shall it all be in one bid proposal, or would it be preferable to receive separate bids for design and construction of phase 1/2, and separate bid for design, preconstruction and construction of phases 3/4 ?

Answer: We are not asking for bids at this time and after the qualification process, we will be requesting pricing from the short-listed firms only. However, we do anticipate each phase will be priced separately. For the CM/GCs, we will be requesting Pre-construction fees for each phase. Additionally, we will request general conditions and fee percentages for phases 1 and 2. We will provide a fee workbook to clarify what fees we are specifically requesting.

5. Question: Since you are not asking for bids at this time, are you just looking for GC and Design Firm qualification packages?

Answer: Yes, this is a qualifications-based selection process. Please reference the RFP section – Company Selection/ Qualifications.

6. **Question:** Could you please clarify the specific reasons for requiring performance and payment bonds during the design phase? I am wondering if this is standard text from a construction bid request.

Answer: There is no requirement for Payment and Performance bond during the design phase.

7. Question: What funding is in place for the project phases?

Answer: Phase 1 is fully funded for design and construction. Funding does include PPRTA funds as this project is considered Transportation oriented. The PPRTA grant does require construction to begin in 2025. Phase 2 is partially funded, and the City hopes to have it fully funded by the end of 2025 and are pursuing grants. The City is currently working on funding for Phase 3&4.

8. Question: Is there any funding that would require Davis Bacon?

Answer: No, at this time, there is no funding that requires Davis Bacon. But the City does anticipate pursuing grants some of which may require Davis Bacon.

9. Question: Please clarify if there are anticipated budgets for the project phases?

Answer: Phase 1: Approximately \$2.5 million
 Phase 2: Approximately \$3.6 million
 Phase 3: Approximately \$1 million
 Phase 4: Approximately \$2.7 million

The budgets are approximate and based on concept design level documentation.

10. Question: Can you clarify the schedule timing for the phases?

Answer: Phase 1 – Goal is to have construction complete no later than May 2026. The City anticipates this phase will be designed to CD/Permit level in 2025.

Phase 2 – Goal is to have construction complete no later than December 2026. The City anticipates this phase will be designed to CD/Permit level in 2025.

Phase 3 – Goal is to have construction complete no later than May 2027. The City anticipates Phase 3 will be designed to Schematic Design level in 2025 to allow for pricing and fund raising.

Phase 4 – Goal is to have work complete no later than May 2027. The City anticipates Phase 4 will be designed to Schematic Design level in 2025 to allow for pricing and fund raising.

11. Question: Please clarify the expectation of evening meetings that may be required?
Answer: Evening meetings will be limited to occasional City Council meetings. Design and pre-construction meetings will be held during working hours. Community Engagement events will also be held in the evenings and are anticipated for Phase 3 and Phase 4.
12. Question: Is any of the project designated as historic property?
Answer: Yes, the dance hall is locally designated (not federal) as historic.
13. Question: When was the Chase Bank building built?
Answer: Chase Bank was constructed in 1971 according to the assessor.
14. Question: How much of the concept design will be incorporated into the next phases of design?
Answer: The City has received extensive community and City Council input on Phases 1, 2 and vehicular bridge placement in Phase 3. The overall scope, orientation, and location of the bathroom structure and roadway/parking lot adjustments will remain as shown in the concept design package.
15. Question: Has CDoT been included in any of the design process thus far?
Answer: Early discussions with CDoT have been had in regard to this project as Manitou Avenue is a CDoT road. However, no application or detailed design input has been prepared. We anticipate the Design Team and GC will be involved in further coordination with CDoT. A traffic study will be required as part of Phase 3 Schematic Design.
16. Question: Should the new vehicular bridge design and finishes match the existing vehicular bridges seen in Manitou Springs, e.g., stone walls?
Answer: The cost estimate provided for the vehicular bridge as part of concept design, did not include stone finishes for the proposed bridge.
17. Clarification: The existing EV car chargers will need to remain in their existing location.
18. Clarification: The City Council meeting on December 3, 2024 covered discussion of the Hiawatha project and scope. Should firms be interested in listening to this, it can be found on the City's YouTube channel.

Additional Documents:

- Site Survey Hiawatha
- Site Survey Chase Bank
- Geotechnical Report Hiawatha
- 2016 Hazard Assessment for Hiawatha Building (Contains Information Regarding the Demolished Buildings)

1.03 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this March 7th day of 2025.

Fransen Pittman Construction Co., Inc.

Name of Bidder

Jeff Pittman

Authorized Officer
Project Executive
Title

A handwritten signature in blue ink, appearing to be 'A.P.', is written over a horizontal line.

END OF ADDENDUM



CITY OF MANITOU SPRINGS

ADDENDUM FORM

RFP 2025-006

ADDENDUM NUMBER 2 DATE: March 6, 2025

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of the Addendum for the RFP 2025-006 Manitou Springs Construction Manager/General Contractor Services for: Hiawatha Gardens Restoration and Design as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidder's acceptance of the conditions herein set forth. This Addendum shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in the rejection of the Bid.

1.02 Questions and Answers received as of February 28, 2025 in conjunction with the question Deadline.

1.03

1. Question: What is the City's expectation for tree removal?
Answer: The City does not anticipate tree removal as part of Phase 1 and 2. The Phase 3 vehicular bridge does anticipate tree removal as indicated in Exhibit I page 8.
2. Question: What research or inventory has been completed for trees in the project area?
Answer: The Ecological Characterization Study contains all of the data gathered thus far see Exhibit H. The trees along the eastern edge of the project site were not included in the inventory and will need to be considered as part of the Schematic Design for Phase 1.
3. Question: Is the City open to a design build contract?
Answer: The City is not open to a Design Build contract. If a firm is found to be most qualified for both the CMGC RFP and the Architectural Engineering Services RFP, the two RFPs would be contracted separately.

1.03 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this March 17th day of 2025 .

Fransen Pittman Construction Co., Inc.

Name of Bidder

Jeff Pittman

Authorized Officer

Project Executive

Title



END OF ADDENDUM

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : 2025-006

PROJECT NAME: City of Manitou Springs CM/GC For Hiawatha Gardens Restoration and Design

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	Fransen Pittman Construction Co., Inc.
Name and Title of Primary Contact	Jeff Pittman, Project Executive
Company Address	9563 S. Kingston Court, STE 200 Englewood, CO 80112
Phone Number	(303) 783-3900
Email Address	jeffpittman@fransenpittman.com
Company Website	https://fransenpittman.com

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
 - I am not currently an employee of the City of Manitou Springs.
 - None of my employees or agents are currently employees of the City of Manitou Springs.
 - I am not related to any City of Manitou Springs employees or Elected Official.
-

Printed Name: Jeff Pittman Company Title: Project Executive

Signature: 



City of Manitou Springs - Hiawatha Gardens
Phases 1, 3 & 4: AIA Document A133 - 2019: Cost of the Work Plus a Fee with a GMP
Contract Terms and Time/Staff Commitment

Article	Item	Amount	Notes
3.1.14	Other Preconstruction Services are to include: 1) Attendance at project kick-off meeting, DAG and/or OAC meetings throughout Preconstruction, assuming at least one (1) on-site meeting per month; (3) City Council Meetings; At least three (3) formal budgeting estimates and value engineering, as necessary; Procurement and construction scheduling; Assistance with permitting and agency review, as needed; Subcontractor prequalification and selection; Identification and/or purchase of long-lead construction materials; and, Logistics and site planning.		
3.2.4	Suggested GC Contingency at GMP (%)	3.50%	
5.1.1	Preconstruction Services (Lump Sum) - Phases 1, 3 & 4	\$ 11,250.00	April - September 2025 (6 months)
5.1.1	Additional Monthly Preconstruction	\$ 5,000	Monthly, if Any (Refer to Interview Invite)
5.2.1	Days before interest accumulation (days)	45	
5.2.2	Interest Rate (% annually)		Wall Street Journal Prime Rate
6.1.2	Construction Manager's Fee (%) (Overhead & Profit)	3.00%	
6.1.3	Construction Manager's Fee (%) Change Orders	3.00%	Bond and Insurance will be on top of the 3.0%
6.1.4	Subcontractor's Fee (%) Change Orders	12.00%	
6.1.6	Liquidated Damages (\$ per day)	\$ 500	Assume further discussion
6.1.6	Days after Substantial Completion to start LD's	14 calendar days	Assume further discussion
11.1.8.1	Retainage (%)	5.00%	Assume further discussion
N/A	Suggested Escalation Factor		We are planning on 1% per month

City of Manitou Springs - Hiawatha Gardens
Phases 1, 3 & 4: AIA Document A133 - 2019: Cost of the Work Plus a Fee with a GMP
Contract Terms and Time/Staff Commitment

Item	Time Commitment (as a percentage of full time)	Preconstruction	Construction	Close/Out
1	Precon Manager - Alan Anderson	As needed, fully dedication	As needed, fully dedication	As needed, fully dedication
2	Sr. Estimator - Emily Hayter	100% during bidding rounds, fully dedicated not during bidding rounds	As needed, fully dedication	As needed, fully dedication
3	Estimator			
4	Project Manager - Josh Pitts	10%	Fully dedicated, partial time included	50%
5	Superintendent - Dylan Brown	10%	100%	100%
6	Assistant Superintendent			
7	Project Coordinator - TBD			
8	Project Engineer - Brandon Riviere	10%	33%	50%
9	Additional Staff:			
10	Additional Staff:			

PPRTA FUNDED PROJECTS
SPECIAL PROVISIONS
(Revised August 17, 2016)

PPRTA Funding Special Provision: Joint Contracts – City of Manitou Springs (the “City”) and the Pikes Peak Rural Transportation Authority (the “PPRTA”).

This Contract is a joint contract between the Contractor/Consultant (hereinafter the “Contractor”), the City, and the PPRTA. The parties therefore agree to the following:

1. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Contract.
2. Parties: The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. Payments: The Contractor acknowledges and understands that all payments under this Contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City / PPRTA funding, then payment to the Contractor shall consist of warrants from the City and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.
5. Insurance: All insurance policies provided by the Contractor or by any sub-contractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the City and the PPRTA as additional insureds and shall waive all rights of subrogation, in accord with the terms of this Contract, against both the City and the PPRTA.
6. Law: This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Manitou Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Manitou Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor’s employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City’s obligations under this Contract is expressly subject to appropriation of funds by the City Council for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City’s obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Contract without compensation to the Contractor. Performance of the PPRTA’s obligations under this Contract are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this Contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA’s obligations under this Contract, or appropriated funds may not be expended due to legal limitations or non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.

8. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.
9. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.
10. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
11. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
12. Termination or default of Contract: In all Contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall also apply to the PPRTA.
13. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.

Project: _____

Contractor: _____

Pikes Peak Rural Transportation Authority Board
Approval – Signature

Date

_____, Board Chair for PPRTA
Printed Name and Title

Contractor's Authorized Representative
Approval - Signature

Date

Printed Name and Title

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

THE OWNER:

(Name, legal status and address)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

THE ARCHITECT:

(Name, legal status and address)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

The Owner's Representative:

(Name, legal status, address, and other information)

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

The Owner's Representative shall be authorized to act on the Owner's behalf in relation to all matters designated to the Owner under this agreement unless otherwise noted.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents as defined in Section 1.1.1 of the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (except to the extent that a Subcontractor or Sub-subcontractor shall be contractually obligated for the warranties described in Section 3.5.1.), (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

(Paragraphs deleted)

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In the event the contractor discovers an error in the drawings, or a conflict between the drawings and specifications, the contractor shall bring such error or conflict to the attention of the Architect and Owner's representative as soon as reasonably possible. The Contractor shall await instructions from the Architect on how to proceed before proceeding with this work. Where a conflict occurs between or within standards, specifications and drawings, the more stringent or higher quality requirements shall apply. Addenda and modifications to the drawings and specifications take precedence over the original contract documents.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering, and adding to the Project. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic mail.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by a method of delivery that includes proof of receipt, such as certified or registered mail, or by courier providing proof of delivery, or FedEx, UPS or other similar delivery with tracking verification.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority, to the extent permitted by Colorado law and Owner's policies and regulations to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. Notwithstanding any provision of this Section 2.2.2, no change order shall be executed which increases the amount payable under the Contract without funds being appropriated therefor, or the Contractor has otherwise been given written assurances that lawful appropriations to cover the extra costs have been made.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work in accordance with Article 14.1 and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. Subject to Article 14.1.2, if the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Unless the Contractor has actual knowledge to the contrary the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. If the Contractor becomes aware of any deficiency, inaccuracy or incompleteness of services and information furnished by Owner under this subsection 2.3.5, the Contractor shall promptly advise the Owner in writing of such inaccuracy or incompleteness.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. Nothing herein shall in any way limit the Owner's legal right to revoke acceptance of the Work at a later time, in accordance with applicable law.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 the contractor shall comply with all applicable federal labor and state labor laws including without limitation those addressing employer obligations for publicly funded projects.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without providing notice of such error, inconsistency or omission to the Architect, the Contractor shall assume responsibility for such construction activity and shall bear the costs attributable to any necessary correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall upon written request of the Owner, correct such failure(s) without adjustment to the contract sum. In the event a correction that will make the owner whole is not possible, then the contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall perform, supervise and direct the Work, using the Contractor's best skill and attention. Which at a minimum, shall conform to industry standard for construction in Colorado. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and except as stated below, shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with

the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures unless arising from the negligence of the Contractor, its Subcontractors or persons or entities for whom they are responsible.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment including substitutions not approved and authorized by the owner not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(Paragraph deleted)

§ 3.5.2 the contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required by the Contract Documents and industry standards. If the contractor proposes to use an unproved and untried method, process or product, the architect must be advised of the proposal in writing for purposes of discussion with the owner. The Owner may permit experimentation but may require special guarantees of the Contractor to cover the work produced by any new and untried process, method or product.

§ 3.5.3 The Contractor further warrants that it has full title to all equipment, components and other items conveyed to the Owner under the terms of this contract, that its transfer of such title to the owner is rightful and that all such equipment, components and other items shall be transferred free and clear from all security interest, liens or encumbrances whatsoever. The Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof at no cost to the owner.

§ 3.5.4 The Contractor shall promptly repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the owner, architect or contractor before or after final completion. The contractor shall bear all costs of correcting such work covered by the warranties.

§ 3.5.5 The Contractor shall further warrant, and shall ensure that all of its subcontractors and sub-subcontractors shall warrant, that all work executed under this contract shall be free from defects of materials and workmanship for a period of one (1) year from the date of substantial completion, except items of work completed after date of Substantial Completion shall run for one year from the date of final payment to the Contractor. This warranty is a remedy available to the Owner in addition to claims the owner may have arising out of work or materials found to be noncomplying, out of specification or otherwise in breach of this contract no matter when discovered. The above parties further agree they will, at their own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the one year warranty period. Whenever guarantees or warranties are required by the specifications for a longer period than one (1) year, such period shall govern. Owner shall have the full benefit of longer warranties provided by particular subcontractors or other suppliers. Upon discovery of any warranty defect or defects under section 3.5.4, the Owner shall give written notice thereof to the Contractor. If, within ten (10) days after the mailing of such written notice by the Owner to the Contractor or its agent, requesting such repairs or replacement, the Contractor shall neglect to make, or undertake with due diligence to make the same, the Owner may make such repairs at the contractor's expense; provided, however, that in the case of emergency and within the judgment of the Owner, delay would cause certain loss or damage, repairs or replacement may be made without notice being given to the contractor, and the contractor shall pay the cost thereof. The checking or cracking of walls, floors or ceilings, except such checking and cracking which are within industry tolerances for such work, and the chipping or flaking of paint shall, during the first year after acceptance of the building, be deemed to be a defect covered by this warranty without proof of use of inferior materials, equipment or workmanship. Such defects shall not, in and if themselves, cause a duty to investigate for structural defects.

§ 3.5.6 Nothing herein shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the contract documents. The establishment of the warranty periods set forth in Section 3.5.4 relates only to the specific obligations of the Contractor to correct known defects in the work, and has no relationship to the time within which its obligation to comply with the contract documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the contractor's liability with respect to its obligations and resulting damages other than specifically to correct known defects in the work which are discovered and called to the contractor's attention during the warranty period.

§ 3.5.7 The Contractor at its own expense shall also repair or replace any damages to any equipment, facilities or other personal or real property owned or leased by the owner which is damaged as a result of any such fault or defect, at no cost to the owner.

§ 3.5.8 All subcontractors', manufacturers' and suppliers' warranties and guarantees, expressed or implied, for any part of the work and any materials used therein, shall be obtained and enforced by the contractor for the benefit of the Owner whether or not these warranties have been assigned or otherwise transferred to the owner. The Contractor shall assign or transfer such warranties and guarantees to the owner if the owner requests the contractor to do so, but such transfer shall not affect the contractor's obligation to enforce such warranties and guarantees.

§ 3.5.9 Remedies for breach of warranty are cumulative and in addition to any other remedy Owner may have for defective work or work not in compliance with the contract documents.

§ 3.5.10 The warranties and obligations set forth above shall not be limited by the provisions of § 12.2.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated into the Work. Said taxes on materials incorporated into the work, or upon equipment or supplies expended and/or used to exhaustion in the course of the work, shall not be included in the Guaranteed Maximum Price or modifications to the same. The Owner's tax exempt certificate will be provided to the Construction Manager within 45 days of contract execution.

§ 3.6.2 Prior to the purchase of any property to be incorporated into the Work, the Contractor shall ensure that the purchaser, including the Contractor and all subcontractors on the Project, apply to the Department of Revenue, State of Colorado, for an exemption (Form DR-172) to be used for all Work performed and completed under this Contract. All

purchases for the Work subject to tax shall use the exemption from sales tax. Any costs, taxes or fines that are incurred as a result of a failure to comply with the requirements of this § 3.6.2 shall be paid by the Contractor.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.2.1 Preference in employment of Colorado labor. The Contractor shall comply with C.R.S. § 8-17-101 which states: "whenever any public works financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works. "Colorado labor" as used in this article means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification."

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities,, regardless of whether such work is in accordance with contract documents, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Codes and ordinances shall take full and complete precedence over anything contained in the contract documents, except where the contract documents require work or materials of higher standards than those required by codes and ordinances, in which case the contract documents shall govern. The Contractor shall promptly notify the owner and architect if the contractor believes the contract documents require work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor believes it has encountered human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising, such suspension may be made as provided in Article 15.

§ 3.7.6 The Contractor has visited the site of the Project and familiarized itself with the local conditions under which the services required hereunder are to be performed; and shall correlate its observations of same with all of the requirements of the Contract Documents.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary qualified personnel who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor's superintendent or a qualified personnel shall be on site full time and at all times while work is in progress including but not limited to weekends, evenings and nights, until the Project and all punch list items have been completed to the satisfaction of the Architect. Following substantial completion superintendent or an assistant superintendent shall be on site all times whenever work is performed. The Contractor shall ensure that no subcontractor shall perform work on the site without the presence of the superintendent or assistant superintendent. Communication given to the superintendent or assistant superintendent shall be as binding as if given to the Contractor. Communications which may have a material impact on the timing or completion of the Project shall be confirmed in writing.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The progress schedules shall be updated monthly throughout the duration of the Project and such updates shall be submitted to the Owner and Architect for review and approval. A cash flow schedule in accordance with the specifications shall be submitted and correlated with the progress schedules. Baseline schedule and Schedule of Values must be submitted and approved prior to the submission of the first Pay Application.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's and the Architect's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

(Paragraph deleted)

§ 3.10.3 The Contractor shall schedule and coordinate the work of all of its subcontractors and suppliers, including their use of the work site. The contractor shall keep the subcontractors and suppliers informed of the project construction schedule to enable the subcontractors and suppliers to plan and perform their work properly.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the

deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect and Owner at the time and in the form specified by the Owner.

§ 3.12.11 Copies of all Shop Drawings, Product Data, Samples and similar submittals as identified in section 3.12 shall be preserved in an orderly manner and delivered to the Owner upon Final Completion.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.1 The site shall be kept clean and well organized at all times for purposes of safety, protection and care of project materials and equipment, as well as general aesthetics.

§ 3.13.2 The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the site and all property at the site and adjacent thereto. The Contractor acknowledges that the work site may comprise school buildings and school areas that may be occupied during the performance of some portions of this contract.

§ 3.13.3 The Contractor shall notify all public utility companies 48 hours prior to the commencement of any work by it or its subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the architect to proceed has been given to the contractor.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. The contractor shall designate trash and debris areas where all building debris shall be put daily (these areas to be cleaned weekly). The work shall be reasonably cleaned daily. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, scaffolding, machinery and surplus materials from and about the Project. The contractor shall do the following special cleaning for all trades at completion of work: clean all glass, woodwork, painted and decorated work, hardware, tile work, fixtures, floors, windows, metal surfaces (leave the work wiped clean). Under no circumstances shall the owner's trash receptacles be used for construction debris.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 FINANCIAL REPRESENTATIONS. The Contractor hereby represents, promises, and warrants that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the

obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will assist the Owner in preparation of Change Orders and Construction Change Directives and may propose minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 In carrying out their duties under this article 4, the Architect will be contractually obligated to consult with subcontracted engineers and other professionals as necessary. The architect will advise the Owner if, in the Architect's judgment, additional professionals should be retained.

§ 4.2.16 Nothing in this contract shall be interpreted as superseding the Architect's duties and responsibilities as stated in the contract between the Owner and Architect.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of

receipt of the information, the Owner or the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity. Failure of the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change.

§ 7.1.4 The Contractor recognizes that the Contract Documents are defined in 1.2.1 of the AIA A201-2017. The Contractor hereby represents, promises, and warrants that, except for changes in the Work under this Article 7, the Guaranteed Maximum Price includes all costs consistent with the Contract Documents and reasonably necessary to produce the results required by the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the parties shall endeavor to determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Labor rates, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental rates of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Premiums rates for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of labor rates of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect, with Owner's approval, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. I

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 The date of Final Completion of the work is the date that the Architect certifies in the Final Certificate for Payment pursuant to §9.10.1 that the Work is acceptable under the Contract Documents and the Contract is fully performed.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and Owner. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment and for no other purpose. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect or Owner may require, and unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of subcontractor work is shown as a single line item on AIA Document G 703, Application and Certificate for Payment, Continuation Sheet. Upon request by the Architect, the Contractor shall support values given with data that will substantiate their correctness.

If re-submittal is required after review by the Architect and Owner, the Contractor shall revise and resubmit the schedule of values in the same manner as required. The schedule of values must be approved prior to certification of the first Application for Payment by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of

requisitions, and releases and waivers of liens from Subcontractors and suppliers and shall reflect retainage if provided for in the Contract Documents. All Applications for Payment shall be submitted by the Contractor to the Owner in the AIA G702 and G703 format. The Contractor agrees that securities shall not be substituted for any retainage specified in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such

representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure to comply with any laws, ordinances, regulations or orders of any public authority governing the performance of the work, including failure to obtain necessary permits or licenses; or
 - .9 the Owner has been required to correct defective work.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may seek mutual accord between the Owner and Contractor to override any such recommendation; or may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld, provided, however, that the Owner may continue to withhold payment if the amount withheld for one or more particular reasons exceeds the amounts payable for work for which (i) there is no reason to withhold payment, or (ii) the reason to withhold payment has been removed. Additionally, and notwithstanding any provision of the Agreement to the Contrary, the Owner may refuse to make payment of the full amount recommended by the Architect because:

- a. Claims have been made against the Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed or recorded in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;

If the Owner refuses to make payment of all or any portion of the amount recommended by the Architect, the Owner will give the Contractor written notice (with a copy to the Architect) stating the reasons for such action. The Owner will promptly pay the Contractor the amount so withheld, or any adjusted amount agreed upon by the Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for the withholding. If it is subsequently determined that the Owner's refusal to pay was not justified, the amount withheld shall be paid immediately to the Contractor.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, with the Contractor's approval, which shall not be unreasonably delayed or withheld, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the

Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Upon completion of the Work covered by each pay application, and before or contemporaneously with payment of any sums due Contractor, Contractor shall produce and deliver to Owner, full, complete, and properly executed releases for the period of time covered by such pay application from all persons or entities who have furnished materials or labor, including Contractor, in connection with the Work. Such releases may be conditioned upon payment of an amount stated in such release for the work done for the applicable period of time. Contractor warrants that it will pay all subcontractors, sub-subcontractors, materialmen and suppliers any payment due them arising out of this Contract promptly upon payment by the Owner. Without in any way limiting the foregoing, the Owner has the right at any time to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor the Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may be otherwise required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 Retainage shall be held in the amount of five percent (5%). Retainage shall be held against each line item of the schedule of values as work is completed and/or stored throughout the project duration. The contractor expressly agrees that securities shall not be substituted for any retainage specified in this section and that it shall not request any such substitution.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion also means that all major systems are operational, and all safety features are completed.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. In addition to the other requirements of this Agreement, Contractor must have obtained the written approval and issuance of any occupancy permits required by the laws of the State of Colorado before Contractor shall be deemed to have achieved substantial completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, and owner occupancy and use of substantially completed work does not constitute final acceptance by the owner of such work

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Final completion" of the work occurs following substantial completion and when the Architect confirms, in writing, that the Contractor has completed the work in accordance with the contract documents, including completion of all punch lists and cleanup work. Upon receipt of the Contractor's notice that the Work is ready for final inspection

and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) originals or authenticated copies of all guarantees, warranties and certificates, (6) operating and maintenance manuals, (7) identification lists of all materials and equipment, (8) Inspection Certificates, (9) record documents, (10) demonstration by the Contractor to the Owner concerning the proper operation and maintenance of all equipment as required by the Contract Documents and manufacturer recommendations, and (11), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 When the Work is complete, the Contractor shall provide one complete set, in hard copy, of Drawings and Specifications upon which is marked in red all modifications made during construction so as to represent the as-built condition of the Project and shall deliver the same to the Owner.

§ 9.10.7 On the date of final settlement, as advertised, and after the Owner has verified that no claims have been filed, final payment shall be made in full. Notwithstanding the foregoing, if any claim for labor, materials, supplies or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to ensure the payment of such claim, until the same is withdrawn. Such withdrawal shall be evidenced by filing with the Owner a receipt of payment in full or an

order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice of final settlement, unless an action at law has been commenced within that time to enforce such claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as contemplated herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.7.1 The Contractor shall take over and assume all responsibility for the areas of work that are covered under the contract documents. The contractor shall provide and maintain all protection as required by the governing laws, rules, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the owner and shall make good any loss, damage, or injury without cost to the owner.

§ 10.2.7.2 The Contractor shall be solely responsible for the safety of his work, materials, equipment, tools, etc., on the site and shall, if he deems it necessary or expedient, employ at his own expense the services of a competent watchman. The owner disclaims all responsibilities for the safety of the work, materials, equipment, tools, etc., or for any damage which may be done to same due to theft or any other cause until such time as the completed work is formally accepted by the owner.

§ 10.2.7.3 The Contractor shall take special precautions against fire and shall comply fully with the requirements of city, county, and insurance authorities including stipulation as outlined below:

.1 Combustible refuse shall be removed from the site and disposed of daily in a manner approved by the governing authorities.

.2 Private and public streets, sidewalks, roads, etc., shall be protected and maintained during the course of work, and any damage to same shall be repaired by the contractor at his own expense.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. The Contractor acknowledges that it and its employees, agents, and subcontractors have the responsibility of being fully informed of the Owner's Management Plan, if any, as it relates to buildings located at the site and shall consult with the Owner about how such Plan addresses suspected or active asbestos-containing material areas within such buildings.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent caused by the negligence of the Contractor, its subconsultants, or persons or entities for which they are responsible or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor may provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that

will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.4.1 In the event the surety on the Contractor's bond becomes irresponsible or insolvent or ceases to be qualified to do business within the State of Colorado, then the Contractor shall promptly submit a new performance and payment bond by competent and qualified corporate surety in the same amount and form as that which it replaces.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Named Insured as fiduciary and made payable to the Named Insured as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.5.2. The Named insured shall

pay the other insureds their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 The Owner and Contractor shall agree on the allocation of the insurance proceeds. If the Owner and Contractor reach an agreement as to the allocation of the insurance proceeds, then the Named Insured shall settle the loss accordingly and the Contractor or Owner, as applicable, shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. If no agreement regarding the allocation of insurance proceeds is reached, then the damaged Work shall be repaired and/or replaced by the Contractor and the insurance proceeds shall be applied to the costs of repair and/or replacement of the Work. If the insurance proceeds are insufficient to compensate the Contractor for the repair and/or replacement of the Work, or for other Contractor costs associated with the loss, including but not limited to costs related to stand-by or delay, then the Owner and Contractor shall execute a Construction Change Directive therefor any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ 12.3.1 In the event final payment has been made, the Contractor shall pay and be liable to the owner for the reduction in the contract sum.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Colorado without regard to Colorado's conflicts of laws provisions. The parties agree that the venue for any mediation, arbitration and/or court proceeding shall be El Paso County, Colorado unless voluntarily mutually agreed to a different location; subject to Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 All remedies for breach of contract documents and breach of warranty are cumulative and not exclusive of each other, provided that double recovery shall not be allowed.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may, at its option, suspend the Work or terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may at its option, suspend the Work or terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, at its sole option, suspend the Work or terminate the Contract and recover from the Owner payment for Work executed, including retainage and costs incurred by reason of such termination .

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents

with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, at its option, suspend the Work or terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligation to pay the amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.4.4 In the event of any termination of the Contract, the Contractor agrees to reasonably cooperate and provide any information requested by Owner in connection with completion of the Project.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor shall also include a detailed critical path schedule with all dependencies marked accurately and compare this to a prior similar schedule which illustrates the reason for the claim.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by CPM Schedule analysis substantiating that weather conditions impacted a critical path construction activity in excess of the Weather Day Allowance for the Project.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The term "consequential damages" shall not include the cost of any structural repair, dismantling, or replacement that is reasonably related to any supplier's, manufacturer's, Contractor's or subcontractor's negligence.

§ 15.2 Direct Discussions

§ 15.2.1 If the parties cannot resolve a claim relating to or arising out of this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between parties' representatives, who shall possess the necessary authority to resolve such claim and who shall record the date of first discussion. If the parties' representatives are not able to resolve such claim within five (5) business days after the date of first discussion, the parties' representatives shall immediately inform senior executives in writing that resolution was not achieved. Upon receipt of such notice, senior executives of the parties shall meet within ten (10) business days to endeavor to reach resolution. If the dispute remains unresolved twenty (20) days from the date of first discussion, the parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. Under no circumstance will Project Architect be Initial Decision Maker. Initial Decision Maker would be an independent, third-party and mutually agreed to by Owner and Construction Manager. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Should no Initial Decision Maker be agreed upon, either party may file for mediation for litigation.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the

reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its current Construction Industry Mediation Procedures in effect on the date of the request for mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its current Construction Industry Arbitration Rules in effect on the date of the demand for arbitration. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a

written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for

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THE CONSTRUCTION MANAGER:
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Englewood, CO 80112
(303) 783- 3900

The Owner's Representative:
(Name, legal status, address, and other information)

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

The Owner's Representative shall be authorized to act on the Owner's behalf in relation to all matters designated to the Owner under this agreement unless otherwise noted.

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The Contract Documents ~~form~~ as defined in Section 1.1.1 of the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the

Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a ~~Sub-subcontractor~~, (3) ~~Sub-subcontractor (except to the extent that a Subcontractor or Sub-subcontractor shall be contractually obligated for the warranties described in Section 3.5.1.).~~ (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

...

~~§ 1.1.8 Initial Decision Maker~~

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

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§ 1.2.4 In the event the contractor discovers an error in the drawings, or a conflict between the drawings and specifications, the contractor shall bring such error or conflict to the attention of the Architect and Owner's representative as soon as reasonably possible. The Contractor shall await instructions from the Architect on how to proceed before proceeding with this work. Where a conflict occurs between or within standards, specifications and drawings, the more stringent or higher quality requirements shall apply. Addenda and modifications to the drawings and specifications take precedence over the original contract documents.

...

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering, and adding to the Project. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

...

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic ~~transmission if a method for electronic transmission is set forth in the Agreement.~~ mail.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by a method of delivery that includes proof of receipt, such as certified or registered mail, or by courier providing proof of delivery-delivery, or FedEx, UPS or other similar delivery with tracking verification.

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§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority , to the extent permitted by Colorado law and Owner's policies and regulations to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

...

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. Notwithstanding any provision of this Section 2.2.2, no change order shall be executed which increases the amount payable under the Contract without funds being appropriated therefor, or the Contractor has otherwise been given written assurances that lawful appropriations to cover the extra costs have been made.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work in accordance with Article 14.1 and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If Subject to Article 14.1.2, if the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The-Unless the Contractor has actual knowledge to the contrary the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. If the Contractor becomes aware of any deficiency, inaccuracy or incompleteness of services and information furnished by Owner under this subsection 2.3.5, the Contractor shall promptly advise the Owner in writing of such inaccuracy or incompleteness.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. Nothing herein shall in any way limit the Owner's legal right to revoke acceptance of the Work at a later time, in accordance with applicable law.

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§ 3.1.4 the contractor shall comply with all applicable federal labor and state labor laws including without limitation those addressing employer obligations for publicly funded projects.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without providing notice of such error, inconsistency or omission to the Architect, the Contractor shall assume responsibility for such construction activity and shall bear the costs attributable to any necessary correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall upon written request of the Owner, correct such failure(s) without adjustment to the contract sum. In the event a correction that will make the owner whole is not possible, then the contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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§ 3.3.1 The Contractor shall perform, supervise and direct the Work, using the Contractor's best skill and attention. Which at a minimum, shall conform to industry standard for construction in Colorado. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the ~~Contract~~. Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and except as stated below, shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. ~~The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~ not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures unless arising from the negligence of the Contractor, its Subcontractors or persons or entities for whom they are responsible.

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

equipment including substitutions not approved and authorized by the owner not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

~~§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.~~

§ 3.5.2 the contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required by the Contract Documents and industry standards. If the contractor proposes to use an unproved and untried method, process or product, the architect must be advised of the proposal in writing for purposes of discussion with the owner. The Owner may permit experimentation but may require special guarantees of the Contractor to cover the work produced by any new and untried process, method or product.

§ 3.5.3 The Contractor further warrants that it has full title to all equipment, components and other items conveyed to the Owner under the terms of this contract, that its transfer of such title to the owner is rightful and that all such equipment, components and other items shall be transferred free and clear from all security interest, liens or encumbrances whatsoever. The Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof at no cost to the owner.

§ 3.5.4 The Contractor shall promptly repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the owner, architect or contractor before or after final completion. The contractor shall bear all costs of correcting such work covered by the warranties.

§ 3.5.5 The Contractor shall further warrant, and shall ensure that all of its subcontractors and sub-subcontractors shall warrant, that all work executed under this contract shall be free from defects of materials and workmanship for a period of one (1) year from the date of substantial completion, except items of work completed after date of Substantial Completion shall run for one year from the date of final payment to the Contractor. This warranty is a remedy available to the Owner in addition to claims the owner may have arising out of work or materials found to be noncomplying, out of specification or otherwise in breach of this contract no matter when discovered. The above parties further agree they will, at their own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the one year warranty period. Whenever guarantees or warranties are required by the specifications for a longer period than one (1) year, such period shall govern. Owner shall have the full benefit of longer warranties provided by particular subcontractors or other suppliers. Upon discovery of any warranty defect or defects under section 3.5.4, the Owner shall give written notice thereof to the Contractor. If, within ten (10) days after the mailing of such written notice by the Owner to the Contractor or its agent, requesting such repairs or replacement, the Contractor shall neglect to make, or undertake with due diligence to make the same, the Owner may make such repairs at the contractor's expense; provided, however, that in the case of emergency and within the judgment of the Owner, delay would cause certain loss or damage, repairs or replacement may be made without notice being given to the contractor, and the contractor shall pay the cost thereof. The checking or cracking of walls, floors or ceilings, except such checking and cracking which are within industry tolerances for such work, and the chipping or flaking of paint shall, during the first year after acceptance of the building, be deemed to be a defect covered by this warranty without proof of use of inferior materials, equipment or workmanship. Such defects shall not, in and if themselves, cause a duty to investigate for structural defects.

§ 3.5.6 Nothing herein shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the contract documents. The establishment of the warranty periods set forth in Section 3.5.4 relates only to the specific obligations of the Contractor to correct known defects in the work, and has no relationship to the time within which its obligation to comply with the contract documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the contractor's liability with respect to its obligations and resulting damages other than specifically to correct known defects in the work which are discovered and called to the contractor's attention during the warranty period.

§ 3.5.7 The Contractor at its own expense shall also repair or replace any damages to any equipment, facilities or other personal or real property owned or leased by the owner which is damaged as a result of any such fault or defect, at no cost to the owner.

§ 3.5.8 All subcontractors', manufacturers' and suppliers' warranties and guarantees, expressed or implied, for any part of the work and any materials used therein, shall be obtained and enforced by the contractor for the benefit of the Owner whether or not these warranties have been assigned or otherwise transferred to the owner. The Contractor shall assign or transfer such warranties and guarantees to the owner if the owner requests the contractor to do so, but such transfer shall not affect the contractor's obligation to enforce such warranties and guarantees.

§ 3.5.9 Remedies for breach of warranty are cumulative and in addition to any other remedy Owner may have for defective work or work not in compliance with the contract documents.

§ 3.5.10 The warranties and obligations set forth above shall not be limited by the provisions of § 12.2.

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated into the Work. Said taxes on materials incorporated into the work, or upon equipment or supplies expended and/or used to exhaustion in the course of the work, shall not be included in the Guaranteed Maximum Price or modifications to the same. The Owner's tax exempt certificate will be provided to the Construction Manager within 45 days of contract execution.

§ 3.6.2 Prior to the purchase of any property to be incorporated into the Work, the Contractor shall ensure that the purchaser, including the Contractor and all subcontractors on the Project, apply to the Department of Revenue, State of Colorado, for an exemption (Form DR-172) to be used for all Work performed and completed under this Contract. All purchases for the Work subject to tax shall use the exemption from sales tax. Any costs, taxes or fines that are incurred as a result of a failure to comply with the requirements of this § 3.6.2 shall be paid by the Contractor.

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§ 3.7.2.1 Preference in employment of Colorado labor. The Contractor shall comply with C.R.S. § 8-17-101 which states: "whenever any public works financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works. "Colorado labor" as used in this article means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification."

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, regardless of whether such work is in accordance with contract documents, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Codes and ordinances shall take full and complete precedence over anything contained in the contract documents, except where the contract documents require work or materials of higher standards than those required by codes and ordinances, in which case the contract documents shall govern. The Contractor shall promptly notify the owner and architect if the contractor believes the contract documents require work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities

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If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide

notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~²¹ days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor ~~encounters~~^{believes it has encountered} human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time ~~arising from the existence of such remains or features~~^{arising}, such suspension may be made as provided in Article 15.

§ 3.7.6 The Contractor has visited the site of the Project and familiarized itself with the local conditions under which the services required hereunder are to be performed; and shall correlate its observations of same with all of the requirements of the Contract Documents.

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§ 3.9.1 The Contractor shall employ a competent superintendent and necessary ~~assistants~~^{qualified personnel} who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 3.9.4 The Contractor's superintendent or a qualified personnel shall be on site full time and at all times while work is in progress including but not limited to weekends, evenings and nights, until the Project and all punch list items have been completed to the satisfaction of the Architect. Following substantial completion superintendent or an assistant superintendent shall be on site all times whenever work is performed. The Contractor shall ensure that no subcontractor shall perform work on the site without the presence of the superintendent or assistant superintendent. Communication given to the superintendent or assistant superintendent shall be as binding as if given to the Contractor. Communications which may have a material impact on the timing or completion of the Project shall be confirmed in writing.

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. ~~The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.~~^{progress schedules shall be updated monthly throughout the duration of the Project and such updates shall be submitted to the Owner and Architect for review and approval. A cash flow schedule in accordance with the specifications shall be submitted and correlated with the progress schedules. Baseline schedule and Schedule of Values must be submitted and approved prior to the submission of the first Pay Application.}

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. ~~The Architect's approval shall not be unreasonably delayed or withheld. The Owner's and the Architect's approval.~~ The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.3 The Contractor shall schedule and coordinate the work of all of its subcontractors and suppliers, including their use of the work site. The contractor shall keep the subcontractors and suppliers informed of the project construction schedule to enable the subcontractors and suppliers to plan and perform their work properly.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect and Owner at the time and in the form specified by the ~~Architect~~Owner.

§ 3.12.11 Copies of all Shop Drawings, Product Data, Samples and similar submittals as identified in section 3.12 shall be preserved in an orderly manner and delivered to the Owner upon Final Completion.

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§ 3.13.1 The site shall be kept clean and well organized at all times for purposes of safety, protection and care of project materials and equipment, as well as general aesthetics.

§ 3.13.2 The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the site and all property at the site and adjacent thereto. The Contractor acknowledges that the work site may comprise school buildings and school areas that may be occupied during the performance of some portions of this contract.

§ 3.13.3 The Contractor shall notify all public utility companies 48 hours prior to the commencement of any work by it or its subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the architect to proceed has been given to the contractor.

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials ~~and or~~ rubbish caused by operations under the Contract. The contractor shall designate trash and debris areas where all building debris shall be put daily (these areas to be cleaned weekly). The work shall be reasonably cleaned daily. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, ~~machinery, scaffolding, machinery~~ and surplus materials from and about the Project. The contractor shall do the following special cleaning for all trades at completion of work: clean all glass, woodwork, painted and decorated work, hardware, tile work, fixtures, floors, windows, metal surfaces (leave the work wiped clean). Under no circumstances shall the owner's trash receptacles be used for construction debris.

...

§ 3.19 **FINANCIAL REPRESENTATIONS.** The Contractor hereby represents, promises, and warrants that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder.

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents ~~and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment.~~ The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.8 The Architect will ~~prepare~~ assist the Owner in preparation of Change Orders and Construction Change Directives, Directives and may ~~order minor~~ propose minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

§ 4.2.15 In carrying out their duties under this article 4, the Architect will be contractually obligated to consult with subcontracted engineers and other professionals as necessary. The architect will advise the Owner if, in the Architect's judgment, additional professionals should be retained.

§ 4.2.16 Nothing in this contract shall be interpreted as superseding the Architect's duties and responsibilities as stated in the contract between the Owner and Architect.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) ~~requires additional time for review.~~ Failure of entity. Failure of the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. ~~An order for a minor change in the Work may be issued by the Architect alone.~~

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 The Contractor recognizes that the Contract Documents are defined in 1.2.1 of the AIA A201-2017. The Contractor hereby represents, promises, and warrants that, except for changes in the Work under this Article 7, the Guaranteed Maximum Price includes all costs consistent with the Contract Documents and reasonably necessary to produce the results required by the Contract Documents.

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall parties shall endeavor to determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, present an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, Labor rates, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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- .3 Rental costs-rates of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums-Premiums rates for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of labor rates of supervision and field office personnel directly attributable to the change.

...

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. actual. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

...

The Architect-Architect, with Owner's approval, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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§ 8.1.5 The date of Final Completion of the work is the date that the Architect certifies in the Final Certificate for Payment pursuant to §9.10.1 that the Work is acceptable under the Contract Documents and the Contract is fully performed.

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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect-Architect and Owner. This schedule, unless objected to by the Architect-Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment- for Payment and for no other purpose. Any changes to the schedule of values shall be submitted to the Architect and

Owner and supported by such data to substantiate its accuracy as the Architect or Owner may require, and unless objected to by the Architect, Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of subcontractor work is shown as a single line item on AIA Document G 703, Application and Certificate for Payment, Continuation Sheet Upon request by the Architect, the Contractor shall support values given with data that will substantiate their correctness.

If re-submittal is required after review by the Architect and Owner, the Contractor shall revise and resubmit the schedule of values in the same manner as required. The schedule of values must be approved prior to certification of the first Application for Payment by the Architect.

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and ~~suppliers,~~ suppliers and shall reflect retainage if provided for in the Contract Documents. All Applications for Payment shall be submitted by the Contractor to the Owner in the AIA G702 and G703 format. The Contractor agrees that securities shall not be substituted for any retainage specified in the Contract Documents.

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- .8 failure to comply with any laws, ordinances, regulations or orders of any public authority governing the performance of the work, including failure to obtain necessary permits or licenses; or
- .9 the Owner has been required to correct defective work.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may seek mutual accord between the Owner and Contractor to override any such recommendation; or may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously ~~withheld,~~ withheld, provided, however, that the Owner may continue to withhold payment if the amount withheld for one or more particular reasons exceeds the amounts payable for work for which (i) there is no reason to withhold payment, or (ii) the reason to withhold payment has been removed. Additionally, and notwithstanding any provision of the Agreement to the Contrary, the Owner may refuse to make payment of the full amount recommended by the Architect because:

- a. Claims have been made against the Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed or recorded in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;

If the Owner refuses to make payment of all or any portion of the amount recommended by the Architect, the Owner will give the Contractor written notice (with a copy to the Architect) stating the reasons for such action. The Owner will promptly pay the Contractor the amount so withheld, or any adjusted amount agreed upon by the Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for the withholding. If it is subsequently determined that the Owner's refusal to pay was not justified, the amount withheld shall be paid immediately to the Contractor.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, ~~at its sole option,~~ with the Contractor's approval, which shall not be unreasonably delayed or withheld, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly

performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6.4 The Owner has the right Upon completion of the Work covered by each pay application, and before or contemporaneously with payment of any sums due Contractor, Contractor shall produce and deliver to Owner, full, complete, and properly executed releases for the period of time covered by such pay application from all persons or entities who have furnished materials or labor, including Contractor, in connection with the Work. Such releases may be conditioned upon payment of an amount stated in such release for the work done for the applicable period of time. Contractor warrants that it will pay all subcontractors, sub-subcontractors, materialmen and suppliers any payment due them arising out of this Contract promptly upon payment by the Owner. Without in any way limiting the foregoing, the Owner has the right at any time to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor the Architect shall have an obligation to pay, pay or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be to a Subcontractor, except as may be otherwise required by law.

...

§ 9.6.9 Retainage shall be held in the amount of five percent (5%). Retainage shall be held against each line item of the schedule of values as work is completed and/or stored throughout the project duration. The contractor expressly agrees that securities shall not be substituted for any retainage specified in this section and that it shall not request any such substitution.

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§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion also means that all major systems are operational, and all safety features are completed.

...

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. In addition to the other requirements of this Agreement, Contractor must have obtained the written approval and issuance of any occupancy permits required by the laws of the State of Colorado before Contractor shall be deemed to have achieved substantial completion.

...

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Documents, and owner occupancy and use of substantially completed work does not constitute final acceptance by the owner of such work

...

§ 9.10.1 Final completion" of the work occurs following substantial completion and when the Architect confirms, in writing, that the Contractor has completed the work in accordance with the contract documents, including completion of all punch lists and cleanup work. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the

Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and~~ (6) if, (5) originals or authenticated copies of all guarantees, warranties and certificates, (6) operating and maintenance manuals, (7) identification lists of all materials and equipment, (8) Inspection Certificates, (9) record documents, (10) demonstration by the Contractor to the Owner concerning the proper operation and maintenance of all equipment as required by the Contract Documents and manufacturer recommendations, and (11), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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§ 9.10.6 When the Work is complete, the Contractor shall provide one complete set, in hard copy, of Drawings and Specifications upon which is marked in red all modifications made during construction so as to represent the as-built condition of the Project and shall deliver the same to the Owner.

§ 9.10.7 On the date of final settlement, as advertised, and after the Owner has verified that no claims have been filed, final payment shall be made in full. Notwithstanding the foregoing, if any claim for labor, materials, supplies or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to ensure the payment of such claim, until the same is withdrawn. Such withdrawal shall be evidenced by filing with the Owner a receipt of payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice of final settlement, unless an action at law has been commenced within that time to enforce such claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as contemplated herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

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§ 10.2.7.1 The Contractor shall take over and assume all responsibility for the areas of work that are covered under the contract documents. The contractor shall provide and maintain all protection as required by the governing laws, rules, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the owner and shall make good any loss, damage, or injury without cost to the owner.

§ 10.2.7.2 The Contractor shall be solely responsible for the safety of his work, materials, equipment, tools, etc., on the site and shall, if he deems it necessary or expedient, employ at his own expense the services of a competent watchman. The owner disclaims all responsibilities for the safety of the work, materials, equipment, tools, etc., or for any damage which may be done to same due to theft or any other cause until such time as the completed work is formally accepted by the owner.

§ 10.2.7.3 The Contractor shall take special precautions against fire and shall comply fully with the requirements of city, county, and insurance authorities including stipulation as outlined below:

.1 Combustible refuse shall be removed from the site and disposed of daily in a manner approved by the governing authorities.

.2 Private and public streets, sidewalks, roads, etc., shall be protected and maintained during the course of work, and any damage to same shall be repaired by the contractor at his own expense.

PAGE 35

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. The Contractor acknowledges that it and its employees, agents, and subcontractors have the responsibility of being fully informed of the Owner's Management Plan, if any, as it relates to buildings located at the site and shall consult with the Owner about how such Plan addresses suspected or active asbestos-containing material areas within such buildings.

...

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in ~~Section 10.3.1~~ Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, ~~loss,~~ loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault caused by the negligence of the Contractor, its subconsultants, or persons or entities for which they are responsible or negligence in the use and handling of such materials or substances.

PAGE 36

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor ~~shall~~ may provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

PAGE 37

§ 11.4.1 In the event the surety on the Contractor's bond becomes irresponsible or insolvent or ceases to be qualified to do business within the State of Colorado, then the Contractor shall promptly submit a new performance and payment bond by competent and qualified corporate surety in the same amount and form as that which it replaces.

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner-Named Insured as fiduciary and made payable to the Owner-Named Insured as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner-Named Insured shall pay the Architect and Contractor other insureds their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 ~~Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor.~~ The Owner and Contractor shall agree on the allocation of the insurance proceeds. If the Owner and Contractor reach an agreement as to the allocation of the insurance proceeds, then the Named Insured shall settle the loss accordingly and the Contractor or Owner, as applicable, shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and If no agreement regarding the allocation of insurance proceeds is reached, then the damaged Work shall be repaired and/or replaced by the Contractor and the insurance proceeds shall be applied to the costs of repair and/or replacement of the Work. If the insurance proceeds are insufficient to compensate the Contractor for the repair and/or replacement of the Work, or for other Contractor costs associated with the loss, including but not limited to costs related to stand-by or delay, then the Owner and Contractor shall execute a Construction Change Directive therefor any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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§ 12.3.1 In the event final payment has been made, the Contractor shall pay and be liable to the owner for the reduction in the contract sum.

...

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

State of Colorado without regard to Colorado's conflicts of laws provisions. The parties agree that the venue for any mediation, arbitration and/or court proceeding shall be El Paso County, Colorado unless voluntarily mutually agreed to a different location; subject to Section 15.4.

...

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.4.7 All remedies for breach of contract documents and breach of warranty are cumulative and not exclusive of each other, provided that double recovery shall not be allowed.

...

§ 14.1.1 The Contractor ~~may~~ may, at its option, suspend the Work or terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

...

§ 14.1.2 The Contractor may at its option, suspend the Work or terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, at its sole option, suspend the Work or terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, including retainage and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, at its option, suspend the Work or terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligation to pay the amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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§ 14.4.4 In the event of any termination of the Contract, the Contractor agrees to reasonably cooperate and provide any information requested by Owner in connection with completion of the Project.

...

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor shall also include a detailed critical path schedule with all dependencies marked accurately and compare this to a prior similar schedule which illustrates the reason for the claim.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by ~~data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~ CPM Schedule analysis substantiating that weather conditions impacted a critical path construction activity in excess of the Weather Day Allowance for the Project.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The term "consequential damages" shall not include the cost of any structural repair, dismantling, or replacement that is reasonably related to any supplier's, manufacturer's, Contractor's or subcontractor's negligence.

§ 15.2 Initial Decision Direct Discussions

§ 15.2.1 If the parties cannot resolve a claim relating to or arising out of this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between parties' representatives, who shall possess the necessary authority to resolve such claim and who shall record the date of first discussion. If the parties' representatives are not able to resolve such claim withing five (5) business days after the date of first discussion, the parties' representatives shall immediately inform senior executives in writing that resolution was not achieved. Upon receipt of such notice, senior executives of the parties shall meet withing ten (10) business days to endeavor to reach resolution. If the dispute remains unresolved twenty (20) days from the date of first discussion, the parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Under no circumstance will Project Architect be Initial Decision Maker. Initial Decision Maker would be an independent, third-party and mutually agreed to by Owner and Construction Manager. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Should no Initial Decision Maker be agreed upon, either party may file for mediation for litigation.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its current Construction Industry Mediation Procedures in effect on the date of the ~~Agreement.~~ request for mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree

otherwise, shall be administered by the American Arbitration Association in accordance with its current Construction Industry Arbitration Rules in effect on the date of the Agreement-demand for arbitration. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

PAGE 45

§ 15.4.4.1 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either~~ Either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either~~ Either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:06:57 ET on 05/02/2025 under Order No. 2114477295 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Fransen Pittman Labor Rates - Hiawatha Gardens

Position	Rate
Project Executive	\$157.35
General Superintendent	\$165.58
Project Manager	\$134.55
Project Superintendent	\$123.00
MEP Coordinator	\$124.96
Quality Control Manager	\$100.55
Project Engineer	\$112.00
Project Administrator	\$61.02
Field Engineer	\$112.00
Assistant Project Manager	\$113.43
Assistant Project Superintendent	\$119.62
Foreman	\$116.53
Lead Man	\$115.53
Carpenter	\$98.09
Carpenter Apprentice	\$93.50
Laborer	\$84.49
Field Supervisor	\$163.85
Safety Officer	\$124.96
Surveyor	\$169.60
Civil Systems Director	\$169.60
Civil Systems Coordinator	\$124.96
Estimator	\$123.81

These rates subject to adjustment at the beginning of every calendar quarter
Overtime for hourly positions will be billed at 1.5 times the above burdened rates
Makeup of bill rates not subject to audit

Fransen Pittman Insurance Rates

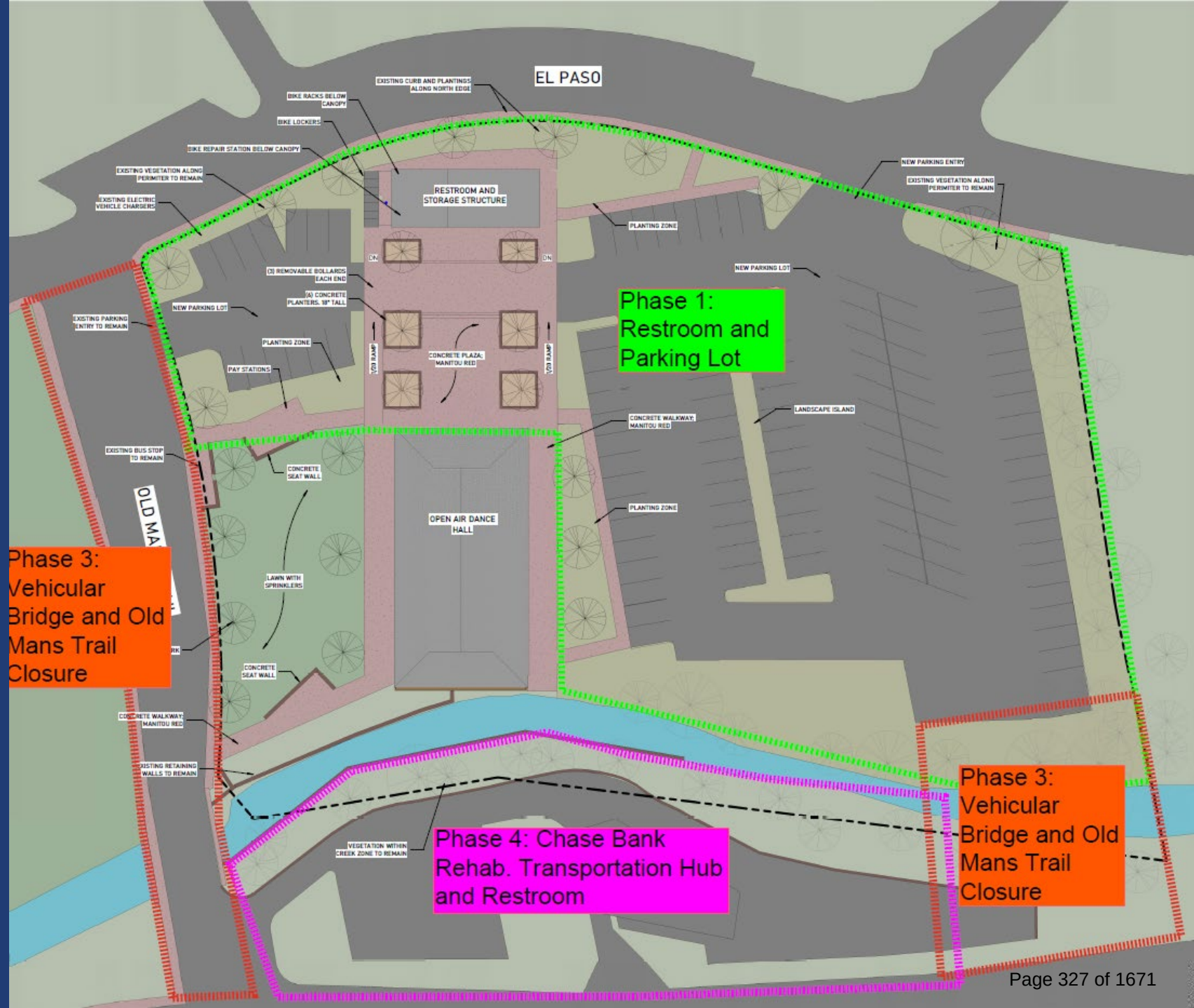
General Liability CGL	\$ 7.95
Umbrella	\$ 4.95
Professional Liability	\$ 1.15
Builder's Risk	TBD



Hiawatha Gardens Phase 1,3&4 – Pre-Construction Services

PRESENTED BY: ERIN RINGSRED

Phase 1,3&4:





RFP Selection Process

- RFP dates February 18, 2025 – March 17, 2025
 - Firms Shortlisted – March 20th
 - Interviews – April 10th
 - Final Selection – April 15th
- Selection Committee consisted of:
 - Erin Ringsred, Planner and Landscape Architect II (Project Manager)
 - Chelsea Royston, Senior Planner
 - Zach Davison, Planner I
 - Jeffery Fryer, Sr Web and ADA Coordinator
 - Sarah Lara, Artaic Group, Owner's Rep

RFP Evaluation Results



- 7 Companies Submitted bid
- 3 Companies were shortlisted and interviewed
- Reference checks on final three
- The selection committed ranked their choices
- Vetted bid documents; compared costs

Evaluation Details



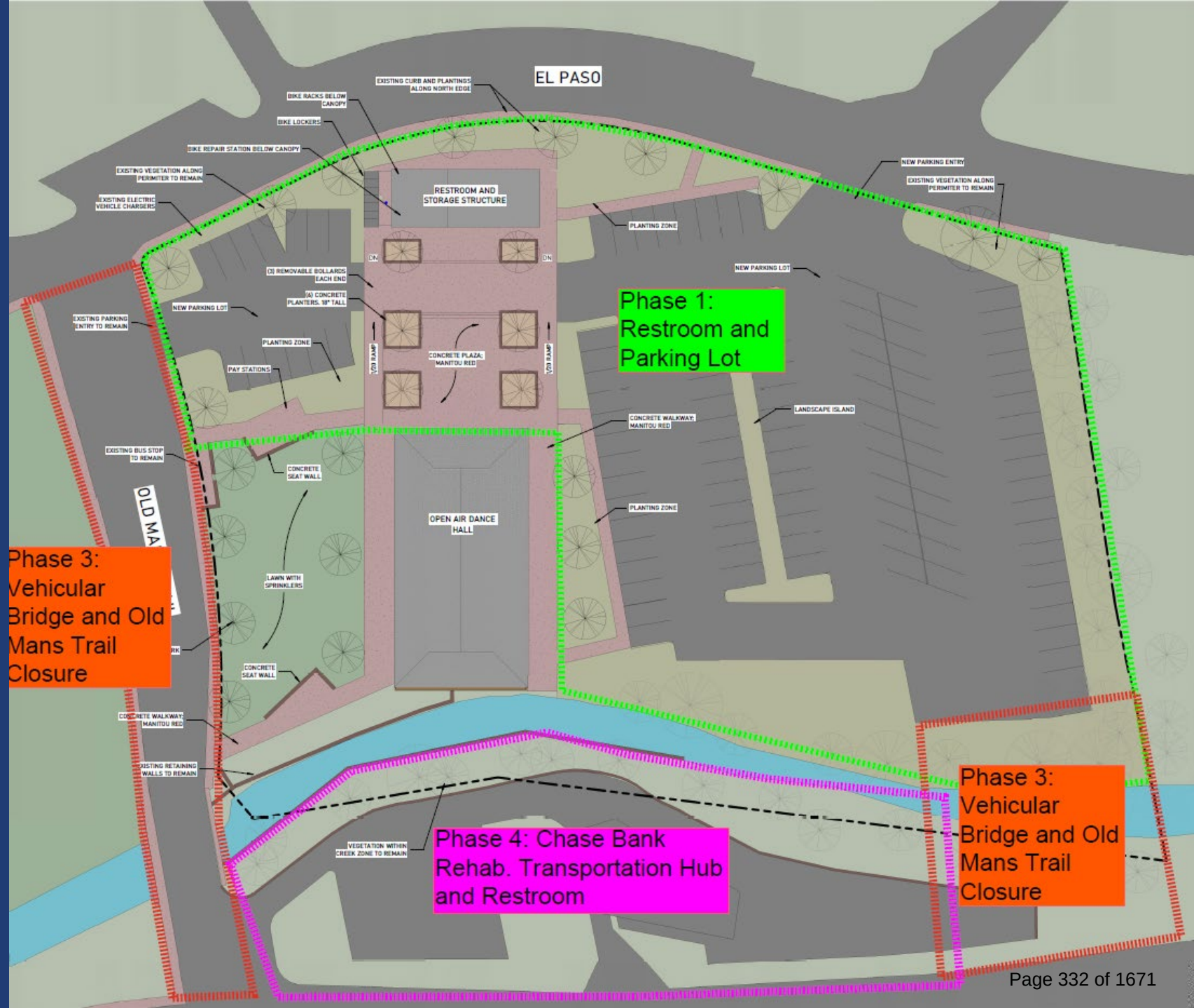
- Notes from Evaluation Process:
 - Demonstrated a strategy for updating project costs quickly and effectively
 - Provided a strategy to mitigate unexpected costs
 - Described strategies to work collaboratively with the Community, Staff and the Design Team

Consultant Recommendation



- Fransen Pittman
- Based in Englewood, Colorado

Phase 1,3&4:





Phase 1,3,&4 Contract

- Contract Amount **\$35,687**
 - Services Included:
 - 5 Months Pre-Construction
- Contract in Partnership with PPRTA
 - Scheduled for CAC presentation May 7th
 - Scheduled for Board Presentation May 14th



Questions?

On December 3rd, 2024 City Council recommended staff proceed with next steps for Phase 1-4 of the Hiawatha Gardens Project. Due to the size and scope of the project this triggered the need for a Request for Proposals according to Chapter 3.32 of City Code. City Staff conducted the Request for Proposals procurement process. Based on the results of that process, they are recommending the following approach and selected consultant team.

Architectural and Engineering Services Strategy

Procurement for Design Services

In order to ensure the City received the best price and value for consultant services on Hiawatha Gardens and to ensure the design solutions were comprehensive, the decision was made to Request Proposals for all four phases of the project. The four project phases are as follows:

- Phase 1: Restroom and Parking Lot
- Phase 2: Pavilion and Plaza
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

The shortlisted proposals were interviewed and evaluated for their qualifications and ability to provide professional architectural and engineering services for all four phases. The shortlisted teams were also requested to provide fees for all four phases to ensure the costs would be competitive for all four phases.

Separate Contracts for each Phase of Design Services

The Design Services have been broken out separately by project Phase for two reasons.

1. To provide City Council with maximum flexibility to approve or deny each contract individually.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that are eligible for PPRTA funds are:

- Phase 1: Restroom and Parking Lot
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

Phase 1 and Phase 2 Contracts for Schematic Design through Construction Observation.

Phase 1 and 2 are being recommended for contracts from schematic design through construction. This is the recommendation based on the amount of funding that has already been identified for each Phase.

Phase 1 has been identified as fully funded based on cost estimates provided in December 2024. The funding sources identified include PPRTA, Mobility and Parking, and the COG Agreement.

Phase 2 has had partial funding identified through CIP Allocation and MACH funds. Utilizing MACH funds, the design documents could move through design and permitting. City Staff found that on the Carnegie Library Project, we had greater success securing grant funding with Construction Document level design materials. Therefore, we felt this would be the most prudent path to securing the additional funds necessary. Our recent experience securing loans identified the need to have construction documents and a cost estimate to secure a loan. By taking the project through construction documents at this time we would be able to provide City Council with the greatest flexibility around funding the construction costs and give the City the best possible chance to secure grant funding.

Phase 3 and 4 Contracts for Schematic Design Only

Phase 3 and 4 have been recommended for contract through Schematic Design only. This is a result of available funds. We have identified PPRTA funds that can be put towards schematic design. However, there are not enough available PPRTA funds to fully fund Phase 3 and 4 design documentation AND Phase 1's design and construction.

Staff felt that by including Phase 3 and 4 in the schematic design phase the project can still be designed holistically with the full construction of Phase 1-4 in mind while staying within the available project budget.

Pre-Construction Services Strategy

In order to meet the goal of completing parking lot and restroom construction by June 1st 2026, staff with the help of the Artaic Group discussed opportunities to save time in the schedule. The solution that was identified was to run the procurement process for a general contractor concurrently with procurement for design services.

What started out as a solution to save time on the project also offers other advantages that add value to the project and help reduce risk to the City.

Traditional Design Bid Build Approach

In a traditional design process (design-bid-build), the contractor would not be hired until after construction documents are completed. With the traditional approach there is a risk that Construction Bids received could be significantly higher than those reviewed during the design decision making process which could result in the following:

- Cost Overrun for the project budget and need to procure more funds.
- Significant design changes or scope reduction.
- Delayed construction start date due to the need for design changes and additional reviews and resubmittals.

When a contractor is not involved during the design process, we typically hire a consultant to create cost estimates at project milestones. This services can cost between \$6,000 and \$8,000 based on recent contracts for a single cost estimate.

Construction Manager/General Contractor (CM/GC) Method

In this approach, the contractor acts as a consultant during the design process and is brought on to provide Pre-Construction and estimating services. Therefore, the contractor that has provided pricing throughout the design decision making process is also the contractor that will construct the project once construction documents and permitting are complete. This approach offers the following advantages to the City:

- The benefits of constructability and pricing feedback as design options are being considered.
- Cost Estimates that are based on feedback from trade subcontractors' current costs and not based on past bids. This is critical in the current economic climate with tariffs.
- Identify risks early in the process so that the design can be adjusted
- Means and Methods expertise is provided allowing the design to be tweaked to be cost effective while maintaining design intent.

Separate Contracts for each Phase of Design Services

The Design Services have been broken into two contracts for two reasons.

1. To provide City Council with the flexibility to approve either contract independently.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that is eligible for PPRTA funds is Phase 1, 3 and 4: Restroom and Parking Lot (Lump Sum). This is a lump sum contract. The City originally requested Fransen Pittman

provide pre-construction services for just Phase 1 and 2 in the original contract. When we asked Fransen Pittman to add cost estimates for Phase 3 and 4 at the schematic design phase. they did not increase their lump sum cost, assuming those two estimates are performed within the six-month pre-construction period in parallel with Phase 1 cost estimates and services.

Conclusion

Based on our professional expertise, we recommend the above approach. Staff feels that this approach helps reduce the City's risk while creating the most collaborative dynamic between all parties involved which will result in the best project value for the City.



Memorandum

Title: Approve the American Institute of Architects (AIA) Document A133-2019 Agreement with Fransen Pittman for Hiawatha Gardens Pre-Construction Phase 2
From: Erin Ringsred, Planner and Landscape Architect II
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 Minutes

May 6, 2025

Purpose:

Finalize contract with Fransen Pittman to provide six months of pre-construction services for Hiawatha Gardens. Pre-construction services are estimated to run concurrently with Phase 2 scheduled to move through schematic design, design development to construction documents in May through October. The contract amount is below the amount required to be heard by the Council. However, staff felt it was important that this contract be heard by City Council as the RFP was for Pre-Construction and Construction work. Construction is not covered under the original contract.

Background:

Supplemental Information regarding the overall strategy for items F4, F5, F6, F7, F8, and F9 will be uploaded on Monday May 5th. Due to time constraints and the need to meet PPRTA deadlines it could not be ready by May 2nd, 2025.

On February 18, 2025, staff published a Request for Proposals for pre-construction services for the Hiawatha Gardens project based on the alternatives selected by City Council on December 3, 2024.

Proposals were submitted on March 17, 2025. Proposals were reviewed by a five-person selection committee and scored in accordance with the scoring criteria outlined in the Request for Proposals. The City received seven proposals, and three teams were shortlisted for interviews by the selection committee. Interviews were conducted on April 10, 2025. The selection committee unanimously selected Fransen Pittman to perform the pre-construction and construction services based on their proposal qualification scores and interview performance scores. The decision was made to solicit proposals for a Construction Management/General contractor proposal for pre-construction services as it offered the City and the Project the following benefits:

- Time savings by running design and contractor selection simultaneously instead of two separate 6 to 8 week procurement processes.



- The opportunity to understand cost and scheduling impacts during the design decision-making process with the selected contractor.
- Risk reduction resulting from early involvement and a more collaborative dynamic between owner, architect and contractor.

Although the contract amount is below the threshold requiring City Council approval at this time. This contract is recommending Fransen Pittman as the selected contractor for the Construction Phase of Hiawatha Gardens. Their selection resulted from a competitive request for proposals, interview and fee analysis.

Exhibit A - Guaranteed Maximum Price will be provided at a later date.

Exhibit B - Bonds and Insurance will be provided at a later date.

Pros and Cons:

Pros: Bringing the selected contractor on board during the design phase will help the decision-making process by having more frequent cost discussions, reducing the risk of cost surprises at the end of the construction documents phase. As part of pre-construction services a cost estimate will be provided and updated at the end of each design phase. Fransen Pittman will work collaboratively with Davis Partners to provide cost-effective solutions that help the City reach its project goals.

Cons: If postponed or denied, the City would still need to sign a contract with another consultant to provide cost estimates in order to ensure design decision-making is grounded within the City's project budget and this could result in a schedule delay.

Fiscal Impact:

The cost for Pre-Construction Services is \$3,750 for six months of pre-construction services.

Workload Impact:

City staff and consultants will manage the design and construction process which will include managing the construction, communications, and quality control inspections plus invoicing.

Recommended Action:

Approve the AIA Contract with Fransen Pittman through approval of the consent calendar.



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 1st day of May in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

and the Construction Manager:
(Name, legal status, address, and other information)

Fransen Pittman Construction
9563 S. Kingston Court, STE 200
Englewood, CO 80112
303-783-33900

for the following Project:
(Name, location, and detailed description)

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

The Architect:
(Name, legal status, address, and other information)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

The Owner's Representative:
(Name, legal status, address, and other information)

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

The Owner's Representative shall be authorized to act on the Owner's behalf in relation to all matters designated to the Owner under this agreement unless otherwise noted.

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per Exhibit D - RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Phase 2 is anticipated to be approximately \$3,000,000 in hard (construction) costs.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Start Date: May 5th, 2025; Permit Issuance: October 2025

.2 Construction commencement date:

November 2025

.3 Substantial Completion date or dates:

TBD - dependent on start date; anticipate 8 months from construction start date.

.4 Other milestone dates:

Pricing for construction drawings of Phase 2 will be expected in Q3 2025. Construction anticipated 2026 with potential to occur concurrent with Phase 1.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

NA

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

NA

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

And

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Artaic Group
David Senko, Project Manager
Telephone: (719) 396-5443
E-Mail Address: David.Senko@artaicgroup.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Under Architect

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Construction Material Testing and Third Party Inspector (if needed).

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555
justin.dipietro@davispartnership.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jeff Pittman
6563 S. Kinston Court
Englewood, CO 80112
Email: jeffpittman@fransenpittman.com
Telephone: 720.724.0090

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Refer to the attached Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

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§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits;
Exhibit E – Response to RFP 2025-006 dated March 17, 2025;
Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase

responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently; provided, however, that the written agreement shall set forth a description of the limited Work to be performed by the Construction Manager, the time in which the Work is to be performed, method of compensation, any insurance and bond requirements for the Work, and a date on which the Contractor may terminate this Agreement pursuant to §13.1.1. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager shall be reasonably familiar with local building codes and requirements, and shall bring to the Owner's and Architect's attention any discrepancy or compliance issue Construction Manager suspects or becomes aware of during the course of the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services.. The Construction Manager does not warrant or guarantee estimates and schedules except those included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.4.1 A Project Schedule shall be included and mutually agreed to between Owner, Architect and Construction Manager at the time of Exhibit A – Guaranteed Maximum Price Amendment.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall promptly inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds or is anticipated to exceed the latest approved Project budget, and make recommendations for corrective action in writing.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

The Construction Manager shall establish a process, to be reviewed and approved by the Owner, to qualify a list of local subcontractors and, subject to applicable law, will use its best efforts to provide those subcontractors opportunities to bid on Work associated with the Project. As working drawings and specifications are completed, Construction Manager will establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Construction Manager will prepare scope packages for each trade which clearly identify the bid scope, including general conditions items such as cleanup and safety. Construction Manager will review scope packages with the Owner and Architect prior to issuing same to subcontractors. For those trades in which the Construction Manager has the qualified ability to self-perform the work, bids from the Construction Manager for self-performed work must be submitted to the Owner, Owner's Representative and Architect a minimum of 24 hours prior to bid deadline for subcontractors to be considered for award. Construction manager will analyze all bids and prepare; (1) a bid matrix and scoring method, (2) written bid analysis, (3) review bids and bid analysis with the Owner and Architect, (4) make recommendations for contract awards, and (5) award subcontracts.

The subcontractor selected for an award will be the subcontractor whose bid, as presented in the response to the bidding documents, is the most advantageous to the Owner, in Owner's sole discretion. The Owner is not bound to accept the lowest-priced bid if that proposal is not in the best interests of Owner as determined by Owner.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Collaboration with the Owner and Design Team; meeting attendance, including City Council meetings, community meetings; progress document reviews, estimating and pricing exercises in addition to milestone cost estimates; value analysis for cost-saving and value enhancements; competitively bidding all work and setting the guaranteed maximum price; establishing a detailed construction schedule identifying long lead items and critical path activities; instituting and managing the submittal process.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based in the form of a Baseline Schedule to be accepted by the Owner, and provided in Microsoft Project Scheduling software file format and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency, in an amount to be accepted and approved by the Owner, for the Construction Manager's use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.4.1 Under no circumstances is the contingency to be used by the Owner for increases in the scope, quality or quantity of the Work without prior approval from the Construction Manager; nor by the Construction Manager for correcting nonconforming Work; Work items discovered during the Construction Phase not to be coordinated among the Subcontractor's scope of work due to an oversight of the Construction Manager; or similar Construction Manager's errors or omissions without approval from the Owner. The contingency is intended to cover minor design conflicts not reasonably inferable from the Contract Documents and construction conflicts in the field, as well as any bidding errors, as required to execute the scope outlined in this Agreement. It is not intended to cover and shall not cover scope changes made by the Owner, code or permit changes, Construction Manager self-performed work, General Conditions, contractor rework, defective work or warranty work, unforeseen conditions, cost increases caused by lack of coordination or communication with subcontractors, or to contract with subcontractors who should have been engaged during the bidding process to carry out the Work.

§ 3.2.4.1 Construction Manager's access to the contingency shall be approved in writing on a per instance basis by the Owner if it complies with the above requirements, such approval not to be unreasonably withheld. Prior to utilizing the contingency, Construction Manager shall provide Owner with detailed documentation of the Work affected and the basis for any increases in cost. Construction Manager shall provide Owner with written monthly updates on the status of the contingency.

§ 3.2.5 The Construction Manager and applicable subcontractors as deemed appropriate by the Owner and Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal or portions thereof. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the parties agree otherwise in writing.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date the Construction Manager receives a construction building permit from the applicable jurisdictional authority and a written Notice to Proceed from the Owner.

§ 3.3.1.2 The Construction Phase shall commence within ten (10) calendar days after completion of all of the following:

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- .1 Owner's approval of the total Cost of the Work and Guaranteed Maximum Price proposal;
- .2 Owner furnishing evidence of ability to finance the entire Cost of the Work;
- .3 Procurement of a complete and final Building Permit and other permits necessary for the commencement and continuity of construction operations; and
- .4 Issuance of a Notice to Proceed.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. During the Construction Phase meetings shall be held weekly with the Owner and Architect or at a frequency mutually agreeable to the Owner and Construction Manager based on reasonably appropriate to the phase of Construction. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 In conjunction with the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017. The construction schedule shall be incorporated into the Guaranteed Maximum Price proposal and must show a reasonable critical path in adequate detail to track the detail of every critical and major element of the Project. The Construction Phase of the schedule must also incorporate the sequencing and interrelationship between each of the trades. Under no circumstance shall the Date of Final Completion be adjusted without an executed Change Order.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available with reasonable promptness to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Project Scheduling and Reporting

§ 3.3.2.6.1 Construction Manager shall carry out the Work in accordance with the Project Schedule which shall be incorporated into Exhibit A – Guaranteed Maximum Price Amendment so as to ensure Final Completion of the Project.

"Final Completion" of the Project under this Agreement shall mean 100% completion of each and every element of the Work in conformity with the Contract Documents. The term "Date of Final Completion" shall mean the date on which Final Completion is achieved as certified by the Architect.

§ 3.3.2.6.2 Construction Manager and Owner, as deemed necessary by the Owner, shall also hold monthly meetings at the Site (or at another location reasonably acceptable to Owner and Construction Manager) throughout construction of the Project to thoroughly discuss the progress of the Work, and such meetings shall be attended by Construction Manager's Representative, by Owner's Representative, and by such additional representatives of each party as they deem necessary or appropriate.

§ 3.3.2.6.3 Construction Manager shall prepare and submit, with each monthly application for payment, a schedule for the execution of the Work for Owner's review and response. The schedule shall contain detail appropriate for the Project, including (1) the effective date of the Contract, (2) key milestones for project submittals, (3) the date of commencement of the Work, (4) interim schedule milestone dates, (5) an apportionment of the Work by construction

activity; and (6) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Project. The Owner may also request at intervals throughout the Project an updated schedule in the native file format from Microsoft Project.

§ 3.3.2.6.4 The Construction Manager shall also prepare a three- (3-) week look ahead schedule each week for review with the Owner, focusing on the in-depth detail of the upcoming weeks activities in a manner that reflects the planned day-to-day activities.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise reasonable diligence and critical judgment in the review of such information, reports, surveys, drawings and tests prior to proceeding with any work or activity based upon the same, and shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are reasonable, necessary, and requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall seek prompt approval or authorization from the Owner and render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Three thousand seven hundred fifty dollars (\$3,750.00). Fee is lump sum for six (6) months of service and will not be modified with reduced or increased estimating efforts during this time frame.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

1.5% per month and 18% per annum % 0

Init.

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User Notes:

(1717849200)

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For additive changes to the Guaranteed Maximum Price as established in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2 will be increased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price. For deductive changes to the Guaranteed Maximum Price as established in Exhibit F, Construction Manager's Fee will be decreased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Twelve Percent (12%)

§ 6.1.5 Rental rates for Construction Manager-provided equipment has been provided in Exhibit C – Tool & Rental Rates.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Owner and Contractor agree that it would be impractical and extremely difficult to estimate the damages, including, but not limited to indirect, incidental, special and consequential damages, which Owner might suffer if the Contractor fails to achieve Substantial Completion within the Contract Time. Therefore, Owner and Contractor have determined and agree that fair and reasonable compensation for the damages Owner may suffer if Contractor fails to achieve Substantial Completion within fourteen (14) calendar days of the Contract Time is Five Hundred Dollars (\$500.00) per day, and Construction Manager agrees to pay the said amount for each day after the expiration of the Contract Time until such time as the Work is Substantially Completed. Such amounts ("Liquidated Damages") shall be Owner's sole and exclusive remedy, and not as a penalty, for Contractor's failure to achieve Substantial Completion within the Contract Time.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

All savings below the Guaranteed Maximum Price shall remain with the Owner. No change in the Work or the materials or labor utilized in connection therewith shall be the basis for an addition to the Guaranteed Maximum Price or the Construction Manager's Maximum Fees unless and until same has been authorized and approved in writing by the Owner, which approval shall not be unreasonably withheld.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. The Guaranteed Maximum Price shall be determined when Design Development documents are 100% complete and approved by Owner and made part of this Agreement by written amendment hereto. Construction Manager does not guarantee any specific line item estimate provided within the Guaranteed Maximum Price with the right to reallocate, refer to 11.1.5.2.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

Changes in the Work shall not be the basis of an addition to the Guaranteed Maximum Price, Project Schedule, or the Construction Manager's Fee unless and until such change has been approved and authorized by a Change Order executed and issued in accordance with the Contract Documents.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily and actually incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7, as modified by Exhibit A – Guaranteed Maximum Price Amendment. Should there be a conflict between the terms describing the Cost of the Work and Exhibit A – Guaranteed Maximum Price Amendment, Exhibit A – Guaranteed Maximum Price Amendment shall prevail.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.1.4 Contractor's General Conditions Costs are defined as those costs that are itemized and identified in Exhibit A Guaranteed Maximum Price Amendment.

§ 7.2 Labor Costs

§ 7.2.1 Labor rates for construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative, but only for that portion of time required for the Work, regardless of where the personnel are stationed, at rates set forth in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

§ 7.2.3 Labor Rates for the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, at rates set forth in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

(Paragraph deleted)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.

§ 7.3.1 Construction Manager reserves the right to self-perform work typically performed by Subcontractors on a negotiated lump sum basis. The costs of such self-performed Work shall be treated as a Subcontract Cost for purposes of applications for payment and for calculating Construction Manager’s fee and shall be included within the contract Guaranteed Maximum Price. Refer to 3.1.11.2

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall be properly placed and stored by Construction Manager at a location designated by the Owner, and shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates for Construction Manager-provided equipment has been provided in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager’s site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with adequate insurance coverage evidenced by a certificate of insurance provided to the Owner, and subject to the Owner’s prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents at the rates provided in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Unavoidable sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay. Owner will pay the fee for the building permit directly or reimburse Construction Manager, should the Construction Manager pay for the building permit to reduce wait time of permit receipt. Construction Manager shall be responsible for all other permits and associated fees and assessments.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of the Construction Manager's site office, including general office equipment and supplies. Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Intentionally deleted

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, including automobile allowance and cell phone.

§ 7.6.12 General Project close-out costs, including but not limited to demobilization, punch list, operation and maintenance manual, and as-built drawing costs.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize or reject the transaction within 10 days of notice from the Construction Manager, then Owner shall be deemed to have consented to the transaction.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase, above and beyond what has been agreed upon.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

Owner shall be afforded access to the Construction Manager's record books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement during the project and for a period of three years after final payment. Any audit shall be performed by a qualified construction CPA selected by Owner and acceptable to Construction Manager, acting in the sole interest of the Owner. The cost of the audit shall be the sole responsibility of the Owner. All audit findings will be considered confidential and can only be disclosed between Owner, Owner's Auditor and Construction Manager unless the Auditor's findings result in a dispute which reasonably requires further disclosure. Otherwise, no disclosure of any audit findings will be allowed to any other party. Failure to provide such access within fourteen (14) calendar days of request therefore shall constitute a material default hereunder.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.1.1 Payments by the Owner to the Construction Manager will be in the form of a wire transfer of electronic funds.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The Construction Manager shall, during the last week of each month, meet with the Architect, Owner's Representative and Owner, and/or other parties designated by the Owner, to review and approve an itemized draft indicating the total estimated value of the Work completed through the end of the current calendar month including the value of all material and equipment suitable stored at the jobsite or other approved location. Such draft shall set for the dollar amounts of completion of each part of the Work, including a prorated share of the Construction Manager's Fee less applicable retention. The approved draft will then be formalized into an Application for Payment and will be submitted to the Owner for processing.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the fifth (5th) day of the

following month. If an Application for Payment is received by the Architect after the application date fixed above, or should the submitted Application for Payment require corrections, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives an approved Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit subcontractor lien waivers, proof of payment to subcontractors for amounts submitted under previous pay applications, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. The Owner acknowledges there is only a single Guaranteed Maximum Price that applies to the entirety of the Work. The Construction Manager may in its discretion reallocate any portion of the GMP among the various items in the schedule of values, including Contingency, and neither the Owner or Architect may deny payment to the Construction Manager on the basis that such payment would cause an item in the schedule of values to be exceeded.

§ 11.1.5.3 Prior to the Construction Manager allocating costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and Owner for prior approval, which shall not be unreasonably withheld.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by the subcontractor invoices, actual costs incurred for general conditions (Division 1) and all actual cost of work, which shall be evidenced by supporting documentation to match the amount being billed against the approved schedule of values. All costs incurred and billed on the schedule of values shall be verified and approved by Construction Manager prior to submitting to Owner and Architect for review and payment;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

Init.

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- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

TBD

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

If the Owner finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

For any scopes of work remaining on the punch list.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be

deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by qualified auditors who are mutually acceptable to the Owner and Contractor, but acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment, along with final subcontractor conditional lien waivers; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2; and
- .4 The Architect has confirmed that all items identified on the punch list have been completed and has provided written approval/sign-off;
- .5 All as-built drawings and operations and maintenance manuals and warranties have been reviewed and approved by Architect and Owner Representative and have been delivered to the Owner;
- .6 Construction Manager has provided consent of surety; and
- .7 Notification of final settlement is advertised in two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Colorado Revised Statute §38-26-107. The Owner shall withhold from all payments to Construction Manager sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by Construction Manager or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by Construction Manager or the subcontractor, all in accordance with the provisions of Colorado Revised Statute §38-26-107.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5% per month or 18% per annum % 0

ARTICLE 12 DISPUTE RESOLUTION

(Paragraphs deleted)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event of arbitration or litigation between the Owner and Construction Manager over this Agreement or this Project, the prevailing party in any dispute shall be entitled to recover its legal fees and expenses, including expert fees (hereinafter "Fees"), and any other costs allowable by law. For purposes of this Agreement, the prevailing party shall be determined utilizing the following method: (a) the claiming party is the prevailing party if it is awarded 80% or more of its claimed damages exclusive of costs, interests, and Fees; (b) the defending party is the prevailing party if the claiming party is awarded 20% or less of its claimed damages exclusive of costs, interest and Fees; and (c) neither party is the prevailing party and each party shall bear its own Fees if the claiming party is awarded greater than 20%, but less than 80%, of its claimed damages exclusive of costs, interest and Fees. The trier of fact shall utilize this method to determine the prevailing party regardless of the number of claims alleged by either party. Fees shall not include, however, costs incurred in mediation nor any mediator's fees and expenses.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work (including retainage) incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation for any equipment purchased by the Construction Manager for the Work that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

NA

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required

under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand (\$ 500,000.00) each accident, five hundred thousand (\$ 500,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Owner's Representative as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1, which certificates shall provide that such insurance shall not be canceled or changed without at least thirty (30) days prior written notice to the Owner.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4

§ 14.5 Other provisions:

§ 14.5.1 Any written notices hereunder directed to Owner, the Owner's Representative or the Architect may be served to the Owner, Owner's Representative or the Architect by the means stated in 14.5.2 at:

Owner:

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Owner's Representative:

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

Architect:

Init.

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User Notes:

(1717849200)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205

Any notices directed hereunder to Construction Manager may be served on its Project Manager, Artaic Group in accordance with the requirements of Section 11.5.2.

§ 14.5.2 Construction Manager shall provide staffing at or exceeding the levels proposed during the Request for Qualifications and Proposal process and shall not change any personnel involved with the project or associated levels of commitment without prior written approval by the Owner.

§ 14.5.3 The Contractor acknowledges and agrees that it must comply with the Immigration Control Act of 1986.

§ 14.5.4 The Construction Manager will work in an "Open Book" and "collaborative process" with the entire team throughout the duration of the Project.

§ 14.5.5 Owner requested Alternates shall include adjustment for Fee based on dollar volume and General Conditions if and only if the Alternate substantively affects the schedule beyond the terms of this Agreement. Construction Managers Voluntary Alternates must include all related costs, including impacts to the design and Owner's other costs that may be a result of implementation.

§ 14.5.6 The Owner has retained Artaic Group as the Owners Representative. The Construction Manager shall fully cooperate with the Owner and the Owner's Representative.

§ 14.5.7 The Construction Manager shall:

§ 14.5.7.1 Prepare and update a look-ahead project schedule on a weekly basis until Substantial Completion and provide copies to the Owner, the Owner's Representative, and the Architect.

§ 14.5.7.2 Support value-engineering efforts to reduce costs and to identify reasonable equivalent materials and supplies.

§ 14.5.7.3 Participate in Project meetings conducted by the Architect or Owner's Representative and develop and distribute meeting minutes, as requested.

§ 14.5.8 Construction Manager will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this document.

§ 14.5.9 The Construction Manager shall maintain an accurate set of as-built drawings at the site. At the completion of the Work, the Construction Manager shall certify by signing on them that each of the as-built drawings and specifications are complete and accurate. No later than thirty (30) days after Substantial Completion of Owner's Work and prior to application for Final Payment, and as a condition to its approval by the Architect and Owner, the Construction Manager shall transfer the job site as-built drawings, arranged in proper order, indexed and certified as accurate to the Architect for transmittal to the Owner. The Construction Manager will not be responsible for transferring to the as-built documents any addenda, clarifications or changes documented by the consultants.

§ 14.5.10 If requested by the Owner, the Construction Manager will furnish Owner with sworn Construction Manager's statements, Construction Manager's affidavits and partial and final waivers of lien, in such form and content as Owner may require, in order to establish that the cost of all labor, services and materials furnished in connection with Owner's Work has been paid in full and to keep the Premises free from all liens and claims.

The Construction Manager shall, within sixty (60) days after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the Project, by reason of labor or materials provided for or about any or all of the Project. The Construction Manager shall defend, indemnify and hold the Owner harmless against and from any and all liability, claim of liability or expense (including but not limited to that of reasonable attorney's fees) incurred on account of any such lien or claim.

If the Construction Manager fails to pay such lien within sixty (60) days after it first becomes effective against the Project or known to the Construction Manager, whichever is later, then, in addition to any other right or remedy held by the Owner on account thereof, the Owner may (a) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings and/or (b) in any such event, compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgment in favor of the lienor with interest, costs and allowances. The Construction Manager shall reimburse the Owner promptly upon the Owner's demand therefor for any amount paid by the Owner to discharge any such lien and all expenses incurred by the Owner in connection therewith, together with interest thereon at a rate equal to four percent (4%) above the Prime Rate, per annum from the respective dates of the Owner's making such payments or incurring such expenses, until such payments or expenses, together with all interest accrued thereon, have been paid in full to the Owner. For purposes hereof, the Prime Rate" shall mean that (a) prime rate published by the Wall street Journal or successor newspaper from time to time, or (b) the highest rate permitted by applicable law.

§ 14.5.11 Construction Manager and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Construction Manager or Owner, unless (i) required by law, including to comply with lawful request under the Colorado Open Records Act C.R.S. §§24-72-201, et seq., as amended, and other applicable laws, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

§ 14.5.12 Construction Manager agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Owner's employees or use Owner's name in connection with any sales promotion or publicity event without the prior express written approval of Owner.

§ 14.5.13 Construction Manager agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations. Construction Manager shall also abide at all times by all applicable Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner's property. The Construction Manager shall at all times strictly enforce this prohibition among its own employees and its consultants and their employees.

§ 14.5.14 The Construction Manager shall include with every subcontract agreement the following language: "Subcontractor binds itself to Construction Manager and Owner and is obligated to Construction Manager and Owner in the same manner and to the same extent that Construction Manager is bound and obligated to Owner under the Prime Contract. All Rights which Owner may exercise and enforce against Construction Manager may be exercised and enforced by Owner against Subcontractor. In the event of any dispute between the Owner and Construction Manager, Subcontractor shall be bound by all decisions, directives, and interpretations and rulings of the Owner, including Owner's termination or suspension of Construction Manager."

§ 14.5.15 The parties agree expressly that the intent of the Contract Documents is to include in the Work to be performed by the Construction Manager all labor, materials and supplies, insurance, tools, equipment, licenses, taxes, transportation, and field surveying and other services and items necessary for the Project to be a complete and workable system as required for the satisfactory performance, execution and final completion of the Work. Matters not expressly included in the Contract Documents that are reasonably inferable from the Contract Documents shall be deemed included as part of the Work and the Construction Manager's responsibility.

§ 14.5.16 Construction Manager is responsible only for construction of the Project according to the Contract Documents. Construction Manager is not a licensed design professional and has no professional qualifications in architecture, structural, mechanical, electrical, civil or acoustical engineering. Any value engineering recommendations or alternate material suggestions by Construction Manager are subject to prior approval and acceptance by Owner and Architect.

§ 14.5.17 Construction Manager assumes the Core/Shell Building is constructed as recommended by the Soils Engineer employed by Owner to reduce the risk of damage from soil movement. Owner agrees to hold Construction Manager harmless from any claims for damages that may result from soil movement, as the building construction is not within Construction Manager's Scope of Work.

§ 14.5.18 It is the responsibility of the Owner to address all potential issues with adjoining property owners such as party lines, zero lot lines, site drainage, etc. before the commencement of construction. The Construction Manager specifically excludes costs resulting from issues with adjoining properties not caused by Construction Manager.

§ 14.5.19 The Parties acknowledge and agree that, due to current extraordinary circumstances and market demands, there is the potential for material cost increases and delays in deliveries of various construction materials. Because of the unpredictable nature of such material shortages, tariffs, price and schedule protection cannot be guaranteed for trades whose work includes these construction materials. The construction materials affected include, but are not limited to all steel-related products, all wood-related products, concrete, petroleum related products, etc. Unless noted otherwise, the Contractor has not included an escalation factor or contingency in the GMP or additional time in the schedule for these items. Contractor will use reasonable efforts to minimize any impacts, however, in the event the Cost of Work increases due to such material cost increase beyond Contractor's reasonable control, the Contract Sum shall be increased accordingly. In the event material (s) shortages impact the critical path schedule activities, Contractor is entitled to an extension of time and General Conditions, refer to 3.3.2.6.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5
- .6 Other Exhibits:
(Check all boxes that apply.)

Exhibit C – Tool & Rental Rates

Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits;

Exhibit E – Response to RFP 2025-006 dated March 17, 2025;

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

[] Supplementary and other Conditions of the Contract:

- | Document | Title | Date | Pages |
|----------|--|------|-------|
| .7 | Other documents, if any, listed below:
<i>(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)</i> | | |

This Agreement is entered into as of the day and year first written above.

Init.

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User Notes:

(1717849200)

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Jeff Pittman, President
Fransen Pittman Construction
9563 S. Kingston Court, STE 200
Englewood, CO 80112

(Printed name and title)

(Printed name and title)

Init.

/

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User Notes:

(1717849200)

Additions and Deletions Report for

AIA® Document A133® – 2019

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PAGE 1

AGREEMENT made as of the 1st day of May in the year 2025

...

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

...

Fransen Pittman Construction
9563 S. Kingston Court, STE 200
Englewood, CO 80112
303-783-33900

...

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

The Architect:
(Name, legal status, address, and other information)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

The Owner's Representative:
(Name, legal status, address, and other information)

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

...

The Owner's Representative shall be authorized to act on the Owner's behalf in relation to all matters designated to the Owner under this agreement unless otherwise noted.

PAGE 2

Per Exhibit D - RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.

...

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado

PAGE 3

Phase 2 is anticipated to be approximately \$3,000,000 in hard (construction) costs.

...

Start Date: May 5th, 2025; Permit Issuance: October 2025

...

November 2025

...

TBD - dependent on start date; anticipate 8 months from construction start date.

...

Pricing for construction drawings of Phase 2 will be expected in Q3 2025. Construction anticipated 2026 with potential to occur concurrent with Phase 1.

...

NA

...

NA

...

NA

...

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

And

Artaic Group
David Senko, Project Manager
Telephone: (719) 396-5443

TBD

...

Under Architect

...

Construction Material Testing and Third Party Inspector (if needed).

...

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

...

Jeff Pittman
6563 S. Kinston Court
Englewood, CO 80112
Email: jeffpittman@fransenpittman.com
Telephone: 720.724.0090

...

Refer to the attached Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

PAGE 5

Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits;

Exhibit E – Response to RFP 2025-006 dated March 17, 2025;

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

...

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed ~~concurrently~~ concurrently; provided, however, that the written agreement shall set forth a description of the limited Work to be performed by the Construction Manager, the time in which the Work is to be performed, method of compensation, any insurance and bond requirements for the Work, and a date on which the Contractor may terminate this Agreement pursuant to §13.1.1. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager shall be reasonably familiar with local building codes and requirements, and shall bring to the Owner's and Architect's attention any discrepancy or compliance issue Construction Manager suspects or becomes aware of during the course of the Project.

PAGE 6

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. ~~The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of~~

services and information furnished by the Construction Manager. The Construction Manager, however, Services.. The Construction Manager does not warrant or guarantee estimates and schedules except as ~~may be those~~ included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

...

§ 3.1.4.1 A Project Schedule shall be included and mutually agreed to between Owner, Architect and Construction Manager at the time of Exhibit A – Guaranteed Maximum Price Amendment.

PAGE 7

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall promptly inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds or is anticipated to exceed the latest approved Project budget, and make recommendations for corrective ~~action~~ action in writing.

...

The Construction Manager shall establish a process, to be reviewed and approved by the Owner, to qualify a list of local subcontractors and, subject to applicable law, will use its best efforts to provide those subcontractors opportunities to bid on Work associated with the Project. As working drawings and specifications are completed, Construction Manager will establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Construction Manager will prepare scope packages for each trade which clearly identify the bid scope, including general conditions items such as cleanup and safety. Construction Manager will review scope packages with the Owner and Architect prior to issuing same to subcontractors. For those trades in which the Construction Manager has the qualified ability to self-perform the work, bids from the Construction Manager for self-performed work must be submitted to the Owner, Owner's Representative and Architect a minimum of 24 hours prior to bid deadline for subcontractors to be considered for award. Construction manager will analyze all bids and prepare; (1) a bid matrix and scoring method, (2) written bid analysis, (3) review bids and bid analysis with the Owner and Architect, (4) make recommendations for contract awards, and (5) award subcontracts.

The subcontractor selected for an award will be the subcontractor whose bid, as presented in the response to the bidding documents, is the most advantageous to the Owner, in Owner's sole discretion. The Owner is not bound to accept the lowest-priced bid if that proposal is not in the best interests of Owner as determined by Owner.

PAGE 8

Collaboration with the Owner and Design Team; meeting attendance, including City Council meetings, community meetings; progress document reviews, estimating and pricing exercises in addition to milestone cost estimates; value analysis for cost-saving and value enhancements; competitively bidding all work and setting the guaranteed maximum price; establishing a detailed construction schedule identifying long lead items and critical path activities; instituting and managing the submittal process.

...

- 4** The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is ~~based;~~ based in the form of a Baseline Schedule to be accepted by the Owner, and provided in Microsoft Project Scheduling software file format and

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive contingency, in an amount to be accepted and approved by the Owner, for the Construction Manager's use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.4.1 Under no circumstances is the contingency to be used by the Owner for increases in the scope, quality or quantity of the Work without prior approval from the Construction Manager; nor by the Construction Manager for correcting nonconforming Work; Work items discovered during the Construction Phase not to be coordinated among the Subcontractor's scope of work due to an oversight of the Construction Manager; or similar Construction Manager's errors or omissions without approval from the Owner. The contingency is intended to cover minor design conflicts not reasonably inferable from the Contract Documents and construction conflicts in the field, as well as any bidding errors, as required to execute the scope outlined in this Agreement. It is not intended to cover and shall not cover scope changes made by the Owner, code or permit changes, Construction Manager self-performed work, General Conditions, contractor rework, defective work or warranty work, unforeseen conditions, cost increases caused by lack of coordination or communication with subcontractors, or to contract with subcontractors who should have been engaged during the bidding process to carry out the Work.

§ 3.2.4.1 Construction Manager's access to the contingency shall be approved in writing on a per instance basis by the Owner if it complies with the above requirements, such approval not to be unreasonably withheld. Prior to utilizing the contingency, Construction Manager shall provide Owner with detailed documentation of the Work affected and the basis for any increases in cost. Construction Manager shall provide Owner with written monthly updates on the status of the contingency.

§ 3.2.5 The Construction Manager and applicable subcontractors as deemed appropriate by the Owner and Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price ~~proposal~~ proposal or portions thereof. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

...

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, ~~unless the Owner provides prior written authorization for such costs.~~ parties agree otherwise in writing.

...

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of ~~commencement of the Construction Phase.~~ the Construction Manager receives a construction building permit from the applicable jurisdictional authority and a written Notice to Proceed from the Owner.

§ 3.3.1.2 The Construction Phase shall commence ~~upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties.~~ The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment within ten (10) calendar days after completion of all of the following:

- .1 Owner's approval of the total Cost of the Work and Guaranteed Maximum Price proposal;
- .2 Owner furnishing evidence of ability to finance the entire Cost of the Work;
- .3 Procurement of a complete and final Building Permit and other permits necessary for the commencement and continuity of construction operations; and
- .4 Issuance of a Notice to Proceed.

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. During the Construction Phase meetings shall be held weekly with the Owner and Architect or at a frequency mutually agreeable to the Owner and Construction Manager based on reasonably appropriate to the phase of Construction. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon In conjunction with the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017. The construction schedule shall be incorporated into the Guaranteed Maximum Price proposal and must show a reasonable critical path in adequate detail to track the detail of every critical and major element of the Project. The Construction Phase of the schedule must also incorporate the sequencing and interrelationship between each of the trades. Under no circumstance shall the Date of Final Completion be adjusted without an executed Change Order.

...

The Construction Manager shall keep, and make available with reasonable promptness to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

...

§ 3.3.2.6 Project Scheduling and Reporting

§ 3.3.2.6.1 Construction Manager shall carry out the Work in accordance with the Project Schedule which shall be incorporated into Exhibit A – Guaranteed Maximum Price Amendment so as to ensure Final Completion of the Project. "Final Completion" of the Project under this Agreement shall mean 100% completion of each and every element of the Work in conformity with the Contract Documents. The term "Date of Final Completion" shall mean the date on which Final Completion is achieved as certified by the Architect.

§ 3.3.2.6.2 Construction Manager and Owner, as deemed necessary by the Owner, shall also hold monthly meetings at the Site (or at another location reasonably acceptable to Owner and Construction Manager) throughout construction of the Project to thoroughly discuss the progress of the Work, and such meetings shall be attended by Construction Manager's Representative, by Owner's Representative, and by such additional representatives of each party as they deem necessary or appropriate.

§ 3.3.2.6.3 Construction Manager shall prepare and submit, with each monthly application for payment, a schedule for the execution of the Work for Owner's review and response. The schedule shall contain detail appropriate for the Project, including (1) the effective date of the Contract, (2) key milestones for project submittals, (3) the date of commencement of the Work, (4) interim schedule milestone dates, (5) an apportionment of the Work by construction activity; and (6) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Project. The Owner may also request at intervals throughout the Project an updated schedule in the native file format from Microsoft Project.

§ 3.3.2.6.4 The Construction Manager shall also prepare a three- (3-) week look ahead schedule each week for review with the Owner, focusing on the in-depth detail of the upcoming weeks activities in a manner that reflects the planned day-to-day activities.

PAGE 11

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by

the Owner but shall exercise reasonable diligence and critical judgment in the review of such information, reports, surveys, drawings and tests prior to proceeding with any work or activity based upon the same, and shall exercise proper precautions relating to the safe performance of the Work.

...

§ 4.1.4.3 The Owner, when such services are reasonable, necessary, and requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

PAGE 12

§ 4.1.6 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

...

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall seek prompt approval or authorization from the Owner and render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

...

Three thousand seven hundred fifty dollars (\$3,750.00). Fee is lump sum for six (6) months of service and will not be modified with reduced or increased estimating efforts during this time frame.

...

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

1.5% per month and 18% per annum % 0

PAGE 13

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

...

For additive changes to the Guaranteed Maximum Price as established in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2 will be increased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price. For deductive changes to the Guaranteed Maximum

Price as established in Exhibit F, Construction Manager's Fee will be decreased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price

...

Twelve Percent (12%)

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed — percent (—%) of the standard rental rate paid at the place of the Project. Manager-provided equipment has been provided in Exhibit C – Tool & Rental Rates.

...

Owner and Contractor agree that it would be impractical and extremely difficult to estimate the damages, including, but not limited to indirect, incidental, special and consequential damages, which Owner might suffer if the Contractor fails to achieve Substantial Completion within the Contract Time. Therefore, Owner and Contractor have determined and agree that fair and reasonable compensation for the damages Owner may suffer if Contractor fails to achieve Substantial Completion within fourteen (14) calendar days of the Contract Time is Five Hundred Dollars (\$500.00) per day, and Construction Manager agrees to pay the said amount for each day after the expiration of the Contract Time until such time as the Work is Substantially Completed. Such amounts ("Liquidated Damages") shall be Owner's sole and exclusive remedy, and not as a penalty, for Contractor's failure to achieve Substantial Completion within the Contract Time.

...

All savings below the Guaranteed Maximum Price shall remain with the Owner. No change in the Work or the materials or labor utilized in connection therewith shall be the basis for an addition to the Guaranteed Maximum Price or the Construction Manager's Maximum Fees unless and until same has been authorized and approved in writing by the Owner, which approval shall not be unreasonably withheld.

...

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. The Guaranteed Maximum Price shall be determined when Design Development documents are 100% complete and approved by Owner and made part of this Agreement by written amendment hereto. Construction Manager does not guarantee any specific line item estimate provided within the Guaranteed Maximum Price with the right to reallocate, refer to 11.1.5.2.

...

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. Changes in the Work shall not be the basis of an addition to the Guaranteed Maximum Price, Project Schedule, or the Construction Manager's Fee unless and until such change has been approved and authorized by a Change Order executed and issued in accordance with the Contract Documents.

PAGE 14

§ 7.1.1 The term Cost of the Work shall mean costs necessarily and actually incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.7.7, as modified by Exhibit A – Guaranteed Maximum Price Amendment Should there be a conflict between the terms describing the Cost of the Work and Exhibit A – Guaranteed Maximum Price Amendment, Exhibit A – Guaranteed Maximum Price Amendment shall prevail.

...

§ 7.1.4 Contractor's General Conditions Costs are defined as those costs that are itemized and identified in Exhibit A Guaranteed Maximum Price Amendment.

§ 7.2.1 Wages or salaries of Labor rates for construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval, administrative, but only for that portion of time required for the Work, regardless of where the personnel are stationed, at rates set forth in Exhibit F –Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2.

...

Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

§ 7.2.3 Wages and salaries of Labor Rates for the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the ~~Work~~ Work, at rates set forth in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2.

PAGE 15

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement properly entered into under this Agreement.

§ 7.3.1 Construction Manager reserves the right to self-perform work typically performed by Subcontractors on a negotiated lump sum basis. The costs of such self-performed Work shall be treated as a Subcontract Cost for purposes of applications for payment and for calculating Construction Manager's fee and shall be included within the contract Guaranteed Maximum Price. Refer to 3.1.11.2

...

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall be properly placed and stored by Construction Manager at a location designated by the Owner, and shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

...

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item for Construction Manager-provided equipment has been provided in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2.

...

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with adequate insurance coverage evidenced by a certificate of insurance provided to the Owner, and subject to the Owner's prior approval.

...

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents ~~that can be directly attributed to this Contract at the rates provided in Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2.~~

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§ 7.6.2 ~~Sales,~~ Unavoidable sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay. Owner will pay the fee for the building permit directly or reimburse Construction Manager, should the Construction Manager pay for the building permit to reduce wait time of permit receipt. Construction Manager shall be responsible for all other permits and associated fees and assessments.

...

§ 7.6.7 Costs of the Construction Manager's site office, including general office equipment and supplies. Costs of document reproductions and delivery charges.

...

§ 7.6.9 ~~Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~ Intentionally deleted

...

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the ~~Work.~~ Work, including automobile allowance and cell phone.

§ 7.6.12 General Project close-out costs, including but not limited to demobilization, punch list, operation and maintenance manual, and as-built drawing costs.

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§ 7.7.3 Costs of repairing or correcting damaged ~~or nonconforming~~ Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged ~~or nonconforming~~ Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

...

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the ~~Owner of the specific nature of the contemplated transaction,~~ Owner, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize ~~the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9 or reject the transaction within 10 days of notice from the Construction Manager, then Owner shall be deemed to have consented to the transaction.~~

...

- .9 Costs for services incurred during the Preconstruction Phase, above and beyond what has been agreed upon.

PAGE 18

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records. Owner shall be afforded access to the Construction Manager's record books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement during the project and for a period of three years after final payment, or for such longer period as may be required by law. Any audit shall be performed by a qualified construction CPA selected by Owner and acceptable to Construction Manager, acting in the sole interest of the Owner. The cost of the audit shall be the sole responsibility of the Owner. All audit findings will be considered confidential and can only be disclosed between Owner, Owner's Auditor and Construction Manager unless the Auditor's findings result in a dispute which reasonably requires further disclosure. Otherwise, no disclosure of any audit findings will be allowed to any other party. Failure to provide such access within fourteen (14) calendar days of request therefore shall constitute a material default hereunder.

...

§ 11.1.1.1 Payments by the Owner to the Construction Manager will be in the form of a wire transfer of electronic funds.

The Construction Manager shall, during the last week of each month, meet with the Architect, Owner's Representative and Owner, and/or other parties designated by the Owner, to review and approve an itemized draft indicating the total estimated value of the Work completed through the end of the current calendar month including the value of all material and equipment suitable stored at the jobsite or other approved location. Such draft shall set for the dollar amounts of completion of each part of the Work, including a prorated share of the Construction Manager's Fee less applicable retention. The approved draft will then be formalized into an Application for Payment and will be submitted to the Owner for processing.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the fifth (5th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, or should the submitted Application for Payment require corrections, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the an approved Application for Payment.

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§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, subcontractor lien waivers, proof of payment to subcontractors for amounts submitted under previous pay applications, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

...

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. The Owner acknowledges there is only a single Guaranteed Maximum Price that applies to the entirety of the Work. The Construction Manager may in its discretion reallocate any portion of the GMP among the various items in the schedule of values, including Contingency, and neither the Owner or Architect may deny payment to the Construction Manager on the basis that such payment would cause an item in the schedule of values to be exceeded.

§ 11.1.5.3 ~~When Prior to the Construction Manager allocates allocating costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.~~ Architect and Owner for prior approval, which shall not be unreasonably withheld.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the ~~lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values completed.~~

...

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values; the subcontractor invoices, actual costs incurred for general conditions (Division 1) and all actual cost of work, which shall be evidenced by supporting documentation to match the amount being billed against the approved schedule of values. All costs incurred and billed on the schedule of values shall be verified and approved by Construction Manager prior to submitting to Owner and Architect for review and payment;

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5%

...

TBD

...

If the Owner finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

...

For any scopes of work remaining on the punch list.

...

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action

shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by ~~the Owner's auditors~~ qualified auditors who are mutually acceptable to the Owner and Contractor, but acting in the sole interest of the Owner.

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- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for ~~Payment; Payment, along with final subcontractor conditional lien waivers; and~~
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section ~~11.2.2.2.11.2.2.2;and~~
- .4 The Architect has confirmed that all items identified on the punch list have been completed and has provided written approval/sign-off;
- .5 All as-built drawings and operations and maintenance manuals and warranties have been reviewed and approved by Architect and Owner Representative and have been delivered to the Owner;
- .6 Construction Manager has provided consent of surety; and
- .7 Notification of final settlement is advertised in two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Colorado Revised Statute §38-26-107. The Owner shall withhold from all payments to Construction Manager sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by Construction Manager or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by Construction Manager or the subcontractor, all in accordance with the provisions of Colorado Revised Statute §38-26-107.

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1.5% per month or 18% per annum % 0

...

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

...

[☒] Litigation in a court of competent jurisdiction

...

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event of arbitration or litigation between the Owner and Construction Manager over this Agreement or this Project, the prevailing party in any dispute shall be entitled to recover its legal fees and expenses, including expert fees (hereinafter "Fees"), and any other costs allowable by law. For purposes of this Agreement, the prevailing party shall be determined utilizing the following method: (a) the claiming party is the prevailing party if it is awarded 80% or more of its claimed damages exclusive of costs, interests, and Fees; (b) the defending party is the prevailing party if the claiming party is awarded 20% or less of its claimed damages exclusive of costs, interest and Fees; and (c) neither party is the prevailing party and each party shall bear its own Fees if the claiming party is awarded greater than 20%, but less than 80%, of its claimed damages exclusive of costs, interest and Fees. The trier of fact shall utilize this method to determine the prevailing party regardless of the number of claims alleged by either party. Fees shall not include, however, costs incurred in mediation nor any mediator's fees and expenses.

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- .1 Take the Cost of the Work (including retainage) incurred by the Construction Manager to the date of termination;

...

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, ~~either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager~~ compensation for any equipment purchased by the Construction Manager for the Work that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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NA

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand (\$ 500,000.00) each accident, five hundred thousand (\$ 500,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

...

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies-policies~~ for Commercial General Liability and Automobile Liability to include the Owner and Owner's Representative as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section ~~14.3.1~~14.3.1, which certificates shall provide that such insurance shall not be canceled or changed without at least thirty (30) days prior written notice to the Owner.

...

§ 14.4 ~~Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

§ 14.5.1 Any written notices hereunder directed to Owner, the Owner's Representative or the Architect may be served to the Owner, Owner's Representative or the Architect by the means stated in 14.5.2 at:

Owner:
City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Owner's Representative:
Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

Architect:
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205

Any notices directed hereunder to Construction Manager may be served on its Project Manager, Artaic Group in accordance with the requirements of Section 11.5.2.

§ 14.5.2 Construction Manager shall provide staffing at or exceeding the levels proposed during the Request for Qualifications and Proposal process and shall not change any personnel involved with the project or associated levels of commitment without prior written approval by the Owner.

§ 14.5.3 The Contractor acknowledges and agrees that it must comply with the Immigration Control Act of 1986.

§ 14.5.4 The Construction Manager will work in an "Open Book" and "collaborative process" with the entire team throughout the duration of the Project.

§ 14.5.5 Owner requested Alternates shall include adjustment for Fee based on dollar volume and General Conditions if and only if the Alternate substantively affects the schedule beyond the terms of this Agreement. Construction Managers Voluntary Alternates must include all related costs, including impacts to the design and Owner's other costs that may be a result of implementation.

§ 14.5.6 The Owner has retained Artaic Group as the Owners Representative. The Construction Manager shall fully cooperate with the Owner and the Owner's Representative.

§ 14.5.7 The Construction Manager shall:

§ 14.5.7.1 Prepare and update a look-ahead project schedule on a weekly basis until Substantial Completion and provide copies to the Owner, the Owner's Representative, and the Architect.

§ 14.5.7.2 Support value-engineering efforts to reduce costs and to identify reasonable equivalent materials and supplies.

§ 14.5.7.3 Participate in Project meetings conducted by the Architect or Owner's Representative and develop and distribute meeting minutes, as requested.

§ 14.5.8 Construction Manager will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this document.

§ 14.5.9 The Construction Manager shall maintain an accurate set of as-built drawings at the site. At the completion of the Work, the Construction Manager shall certify by signing on them that each of the as-built drawings and specifications are complete and accurate. No later than thirty (30) days after Substantial Completion of Owner's Work and prior to application for Final Payment, and as a condition to its approval by the Architect and Owner, the Construction Manager shall transfer the job site as-built drawings, arranged in proper order, indexed and certified as accurate to the Architect for transmittal to the Owner. The Construction Manager will not be responsible for transferring to the as-built documents any addenda, clarifications or changes documented by the consultants.

§ 14.5.10 If requested by the Owner, the Construction Manager will furnish Owner with sworn Construction Manager's statements, Construction Manager's affidavits and partial and final waivers of lien, in such form and content as Owner may require, in order to establish that the cost of all labor, services and materials furnished in connection with Owner's Work has been paid in full and to keep the Premises free from all liens and claims.

The Construction Manager shall, within sixty (60) days after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the Project, by reason of labor or materials provided for or about any or all of the Project. The Construction Manager shall defend, indemnify and hold the Owner harmless against and from any and all liability, claim of liability or expense (including but not limited to that of reasonable attorney's fees) incurred on account of any such lien or claim.

If the Construction Manager fails to pay such lien within sixty (60) days after it first becomes effective against the Project or known to the Construction Manager, whichever is later, then, in addition to any other right or remedy held by the Owner on account thereof, the Owner may (a) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings and/or (b) in any such event, compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgment in favor of the lienor with interest, costs and allowances. The Construction Manager shall reimburse the Owner promptly upon the Owner's demand therefor for any amount paid by the Owner to discharge any such lien and all expenses incurred by the Owner in connection therewith, together with interest thereon at a rate equal to four percent (4%) above the Prime Rate, per annum from the respective dates of the Owner's making such payments or incurring such expenses, until such payments or expenses, together with all interest accrued thereon, have been paid in full to the Owner. For purposes hereof, the Prime Rate" shall mean that (a) prime rate published by the Wall street Journal or successor newspaper from time to time, or (b) the highest rate permitted by applicable law.

§ 14.5.11 Construction Manager and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Construction Manager or Owner, unless (i) required by law, including to comply with lawful request under the Colorado Open Records Act C.R.S. §§24-72-201, et seq., as amended, and other applicable laws, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

§ 14.5.12 Construction Manager agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Owner's employees or use Owner's name in connection with any sales promotion or publicity event without the prior express written approval of Owner.

§ 14.5.13 Construction Manager agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations. Construction Manager shall also abide at all times by all applicable Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner's property. The Construction Manager shall at all times strictly enforce this prohibition among its own employees and its consultants and their employees.

§ 14.5.14 The Construction Manager shall include with every subcontract agreement the following language: "Subcontractor binds itself to Construction Manager and Owner and is obligated to Construction Manager and Owner in the same manner and to the same extent that Construction Manager is bound and obligated to Owner under the Prime Contract. All Rights which Owner may exercise and enforce against Construction Manager may be exercised and enforced by Owner against Subcontractor. In the event of any dispute between the Owner and Construction Manager, Subcontractor shall be bound by all decisions, directives, and interpretations and rulings of the Owner, including Owner's termination or suspension of Construction Manager."

§ 14.5.15 The parties agree expressly that the intent of the Contract Documents is to include in the Work to be performed by the Construction Manager all labor, materials and supplies, insurance, tools, equipment, licenses, taxes, transportation, and field surveying and other services and items necessary for the Project to be a complete and workable system as required for the satisfactory performance, execution and final completion of the Work. Matters not expressly included in the Contract Documents that are reasonably inferable from the Contract Documents shall be deemed included as part of the Work and the Construction Manager's responsibility.

§ 14.5.16 Construction Manager is responsible only for construction of the Project according to the Contract Documents. Construction Manager is not a licensed design professional and has no professional qualifications in architecture, structural, mechanical, electrical, civil or acoustical engineering. Any value engineering recommendations or alternate material suggestions by Construction Manager are subject to prior approval and acceptance by Owner and Architect.

§ 14.5.17 Construction Manager assumes the Core/Shell Building is constructed as recommended by the Soils Engineer employed by Owner to reduce the risk of damage from soil movement. Owner agrees to hold Construction Manager harmless from any claims for damages that may result from soil movement, as the building construction is not within Construction Manager's Scope of Work.

§ 14.5.18 It is the responsibility of the Owner to address all potential issues with adjoining property owners such as party lines, zero lot lines, site drainage, etc. before the commencement of construction. The Construction Manager specifically excludes costs resulting from issues with adjoining properties not caused by Construction Manager.

§ 14.5.19 The Parties acknowledge and agree that, due to current extraordinary circumstances and market demands, there is the potential for material cost increases and delays in deliveries of various construction materials. Because of the unpredictable nature of such material shortages, tariffs, price and schedule protection cannot be guaranteed for trades whose work includes these construction materials. The construction materials affected include, but are not limited to all steel-related products, all wood-related products, concrete, petroleum related products, etc. Unless noted otherwise, the Contractor has not included an escalation factor or contingency in the GMP or additional time in the schedule for these items. Contractor will use reasonable efforts to minimize any impacts, however, in the event the Cost of Work increases due to such material cost increase beyond Contractor's reasonable control, the Contract Sum shall be increased accordingly. In the event material (s) shortages impact the critical path schedule activities, Contractor is entitled to an extension of time and General Conditions, refer to 3.3.2.6.

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.5 Building Information Modeling Exhibit, if completed:

...

[] — AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below: Exhibit C – Tool & Rental Rates
(Insert the date of the E234-2019 incorporated into this Agreement.) Exhibit D – RFP 2025-006 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits;
Exhibit E – Response to RFP 2025-006 dated March 17, 2025;
Exhibit F – Fransen Pittman Fee, Hourly Rates and Contract Terms for Phase 2

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Jeff Pittman, President
Fransen Pittman Construction
9563 S. Kingston Court, STE 200
Englewood, CO 80112

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:22:26 ET on 05/02/2025 under Order No. 2114477295 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025
Monthly Rates Unless Indicated Otherwise

Description	Monthly Rates
Air Compressor - 175-185 CFM Diesel	\$ 1,850.00
Air Compressor - 375 CFM Diesel	\$ 3,250.00
Air Compressor - Electric, Port	\$ 650.00
Air Compressor, Pancake	\$ 105.00
Air Conditioner 1 Ton Portable w/Heat 120V	\$ 2,028.00
Air Monitor	\$ 290.00
Appliance Dolly	\$ 160.00
Auger	\$ 859.00
Backhoe Loader	\$ 5,603.00
Barrier Picker/Clamp -12000 Lb	\$ 927.00
Blower - Backpack	\$ 500.00
Body Harness Kit	\$ 275.00
Boom - 30' Electric	\$ 3,675.00
Boom - 40' Electric	\$ 5,040.00
Boom - 60-66' Electric Straight w/Jib	\$ 5,750.00
Boom - 40'-45' Straight - Dsl, 4Wd	\$ 4,600.00
Boom - 60'-65' Straight - Dsl, 4Wd	\$ 5,250.00
Boom - 85'-85' Straight - Dsl, 4Wd	\$ 9,765.00
Boom - 125' Straight - Dsl, 4Wd	\$ 16,800.00
Boom - 45' Articulated - Dsl, 4Wd	\$ 4,750.00
Boom - 50' Articulated - Towable	\$ 4,750.00
Boom - 60' Articulated - Dsl	\$ 5,500.00
Boom - 80-85' Articulated w/Jib Dsl	\$ 9,765.00
Boom - 50-59' Compact Crawler Lift - Battery	\$ 12,500.00
Breaker - Pneumatic	\$ 845.00
Breaker - Electric, 40 Lb	\$ 785.00
Breaker - Electric, 60 Lb	\$ 1,200.00
Brush Cutter 24"	\$ 1,000.00
Builders Level	\$ 375.00
Bull Float	\$ 390.00
Compact Track Loader	\$ 4,634.00
Compaction Wheel - 18" Backhoe	\$ 1,800.00
Compaction Wheel - 24" Backhoe	\$ 1,900.00
Compaction Wheel - 24", 200 Cla	\$ 3,100.00
Concrete Bucket	\$ 1,350.00
Concrete Mixer - Gas, 6 Cubic Ft	\$ 1,400.00
Concrete Vibrator - 2.3 HP	\$ 850.00
Concrete Vibrator - Electric	\$ 850.00
Conex - 20' STORAGE	\$ 340.00
Core Drill	\$ 865.00
Data Vault	\$ 330.00
Delivery Vehicle - daily rate	\$ 270.00

**FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST**

Last Updated: February 27, 2025
Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Demo Hammer	\$	970.00
Door & Hardware Vehicle - daily rate	\$	89.77
Door Cart	\$	150.00
Door Protector	\$	50.00
Drill Press	\$	1,150.00
Drywall Cart	\$	750.00
Fan - 24"	\$	850.00
Fan - 36"	\$	900.00
Fan - 42"	\$	1,050.00
Fan - Carpet	\$	400.00
Fan - Confined Space Blower, 8"	\$	750.00
Fire Extinguisher - 5 Lb	\$	42.00
Fire Extinguisher - 10 Lb	\$	60.00
Floor Buffer	\$	1,500.00
Floor Scraper	\$	8,950.00
Forklift - 5,000 Lb	\$	2,100.00
Forklift - Reach, 5,000 Lb, 19	\$	3,555.00
Forklift - Reach, 6,000 Lb, 42	\$	4,702.00
Forklift - Reach, 8,000 Lb, 44	\$	4,780.00
Forklift - Reach, 10,000 Lb, 54	\$	6,040.00
Forklift - Reach, 12,000 Lb, 55	\$	7,214.00
Forklift Attachment - Jib	\$	800.00
Forklift Attachment-Trash Hopper	\$	850.00
Forklift Trash Hopper	\$	1,800.00
Fuel Cube - 50 Gallon	\$	451.00
Fuel Cube - 100 Gallon	\$	625.00
Fuel Cube - 500 Gallon	\$	750.00
Gang Box - Small	\$	3,500.00
Gangbox - Large	\$	5,500.00
Generator - 5-10 KW	\$	1,448.00
Generator - 20-59 KW - Towable	\$	2,350.00
Generator - 90-120 KW - Towable	\$	4,750.00
Grinder - Walk-Behind	\$	3,950.00
Harrow	\$	2,155.00
Heater - Convection 200K BTU	\$	750.00
Heater - Forced Air 170K BTU	\$	750.00
Heater - Forced Air 250K To 400K BTU	\$	2,250.00
Heater - Forced Air 500K BTU	\$	3,750.00
Heater - Indirect, 300,000 BTU	\$	3,550.00
Heater - Indirect, 500,000 BTU	\$	3,750.00
Heater - Indirect, 1,000,000 BTU	\$	8,250.00
Heater - Towable 500,000 BTU	\$	3,820.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025
Monthly Rates Unless Indicated Otherwise

Description	Monthly Rates
Heater - Towable 1,000,000 BTU	\$ 8,250.00
Heater - Ground Thaw	\$ 14,250.00
Hoist - Chain Fall	\$ 734.00
Jackhammer	\$ 878.00
Jamb Protector	\$ 50.00
Ladder	\$ 100.00
Lift - Self Prop & Pusharound 10'-30'	\$ 1,100.00
Lift - Self Prop & Pusharound 40'	\$ 1,800.00
Light Cart - 1,000 Watt	\$ 1,300.00
Light Tower - 4000 Watt Diesel	\$ 1,450.00
Man Lift	\$ 975.00
Manometer-Pressure Recorder	\$ 400.00
Material Lift - 24 - 26'	\$ 950.00
Media Blaster	\$ 1,500.00
Mini Ex Attachment - Bucket	\$ 203.00
Mini Ex Attachment - Compactor	\$ 2,500.00
Mini Excavator - 3000 - 4000Lb	\$ 3,300.00
Mini Excavator - 6000 - 6790Lb	\$ 3,500.00
Mini Excavator - 7000 - 7800 Lb	\$ 4,500.00
Mini Excavator - 7500 - 11000 Lb	\$ 5,000.00
Mini Excavator - 18000-19900Lb	\$ 6,500.00
Motar Mixer - Gas, 9 Cubic Ft	\$ 1,400.00
Nailer - Framing	\$ 475.00
Negative Air Machine	\$ 875.00
Office Trailer	\$ 2,500.00
Pallet Jack	\$ 743.00
Parapet Anchor	\$ 216.00
Planer	\$ 300.00
Plate Compactors	\$ 2,000.00
Porto-Power/Chain Fall	\$ 350.00
Power Buggy, 16 Cu. Ft.	\$ 2,280.00
Pressure Washer - Cold	\$ 1,500.00
Pressure Washer - Hot	\$ 2,150.00
Project Engineer Vehicle	\$ 1,100.00
Project Manager Vehicle	\$ 1,700.00
Project Superintendent Vehicle	\$ 1,700.00
Project Senior Superintendent Vehicle	\$ 1,975.00
Pump - Hydrostat Test, 300 PSI	\$ 1,500.00
Pump - Hydrostat Test, 500 PSI	\$ 1,500.00
Pump - Hydrostat Test, 10K PSI	\$ 2,750.00
Pump - Trash	\$ 1,300.00
Pump - 2" Sump	\$ 650.00

FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description	Monthly Rates
Pump - Submersible 3/4" 110V Ele	\$ 450.00
Pump - Submersible 2" 110V Elec	\$ 650.00
Pump - Submersible 3" 110V Elec	\$ 900.00
Radio	\$ 115.00
Rammer	\$ 1,040.00
Raptor - License Reader	\$ 1,200.00
Rebar Bender/Cutter	\$ 450.00
Rebar Cutter, Electric	\$ 900.00
Roll-A-Lift -Pair - 6000 Lb	\$ 1,000.00
Roller - Kit, Machine Skates 8	\$ 675.00
Roller - Ride-On, 36"	\$ 2,576.00
Roller - Ride-On, SD, 47"	\$ 6,250.00
Roller - Ride-On, SD, 56"	\$ 6,751.00
Roller - Ride-On, SD, 66"	\$ 7,214.00
Roller - Ride-On, SD, 84"	\$ 9,443.00
Roller - Trench, Pad Foot, Dd,	\$ 3,200.00
Rotating Laser	\$ 1,183.00
Roust-A-Bout - 15', 1500Lb	\$ 2,076.00
Safety Vehicle - daily rate	\$ 77.27
Saw - Beam Saw	\$ 995.00
Saw - Chainsaw 14"	\$ 200.00
Saw - Chainsaw 18"	\$ 450.00
Saw - Chopsaw	\$ 390.00
Saw - Concrete Saw - W/B , Gas	\$ 1,134.00
Saw - Cut-Off Electric 14"	\$ 945.00
Saw - Demo Saw 14"	\$ 2,967.00
Saw - Mitre Saw 14"	\$ 390.00
Saw - Table Saw 10"	\$ 225.00
Scabbler - Pneumatic, 5 Head	\$ 3,500.00
Scaffold - 5'X5'X7'	\$ 862.00
Scaffold - Extension:4', Perry	\$ 400.00
Scaffold - Utility Package	\$ 608.00
Scarifier - Concrete, W/B, 8"	\$ 4,393.00
Scissor Lift - 12'-20' Electric	\$ 1,075.00
Scissor Lift - 26'-32' Electric	\$ 1,496.00
Scissor Lift - 40' Electric	\$ 2,468.00
Scissor Lift - 26'-33' 4WD	\$ 2,165.00
Scissor Lift - 40'-43' Electric or 4WD	\$ 2,468.00
Security System - Camera	\$ 853.00
Seeder	\$ 750.00
Sewer Scope	\$ 510.00
Shot Blaster, W/Vac And Magnet	\$ 5,500.00

**FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST**

Last Updated: February 27, 2025

Monthly Rates Unless Indicated Otherwise

Description	Monthly Rates
Silt Fence Plow	\$ 650.00
Skidsteer Attachment - Auger	\$ 1,900.00
Skidsteer Attachment - Breaker	\$ 2,074.00
Skidsteer Attachment - Breaker 1000Lb	\$ 3,780.00
Skidsteer Attachment - Brush Mower 72"	\$ 2,143.00
Skidsteer Attachment - Dirt Scarifier	\$ 2,076.00
Skidsteer Attachment - Forks	\$ 650.00
Skidsteer Attachment - Grapple Bucket-66"	\$ 933.00
Skidsteer Attachment - Harrow Disc	\$ 2,155.00
Skidsteer Attachment - Hydraulic Breaker	\$ 5,000.00
Skidsteer Attachment - Post Dr	\$ 1,400.00
Skidsteer Attachment - Rock Bucket	\$ 821.00
Skidsteer Attachment - Seeder,W/Crimp 72"	\$ 2,155.00
Skidsteer Attachment - Snow Blade 84"	\$ 1,400.00
Skidsteer Attachment - Sweeper & Hopper	\$ 1,400.00
Skidsteer Attachment - Trencher, 48"	\$ 1,724.00
Skidsteer Loader - 1750 - 2200 Lb	\$ 3,150.00
Skidsteer Loader - 3200 Lb	\$ 4,017.00
Slab Grabber Rail System	\$ 66.00
Snowblower	\$ 350.00
Sprayer - Cure	\$ 130.00
Starlink System	\$ 86.00
Stick/ Wire Feeder	\$ 235.00
Storage Trailer - 40'	\$ 1,000.00
Storage Trailer - 45'	\$ 1,200.00
Surveyor Vehicle - daily rate	\$ 77.27
Tattle Tale (Alarm System)	\$ 350.00
Technology Fee	\$ 495.00
Temp Power Distribution Box	\$ 650.00
Temporary Fence Panels per Linear Foot	\$ 1.50
Temporary Lighting System	\$ 150.00
Temporary Lighting System-LED, Cordless	\$ 200.00
Theodolite / Digital Transit	\$ 455.00
Threader	\$ 2,155.00
Tile Stripper - W/B,110 V Elec	\$ 2,181.00
Torch - Oxygen/Acetylene	\$ 320.00
Total Station -Trimble	\$ 4,000.00
Tractor Diesel - 35 - 40 Hp	\$ 5,098.00
Tractor Loader-Landscape/Skip	\$ 4,843.00
Trackout Control Mats (FODS)	\$ 150.00
Trailer - Vacuum, 500 Gal	\$ 9,500.00
Trailer - Tilt	\$ 1,200.00

**FRANSEN PITTMAN / DOUGLAS COUNTY EQUIPMENT (RELATED PARTY)
STANDARD TOOL & RENTAL EQUIPMENT PRICING LIST**

Last Updated: February 27, 2025
Monthly Rates Unless Indicated Otherwise

Description		Monthly Rates
Trash Buggy	\$	300.00
Trash Chute	\$	190.00
Trash Chute - 30"X48"L Section	\$	207.00
Trash Chute - Hopper	\$	207.00
Trash Chute - Parapet Outrigger	\$	176.00
Trencher - Ride-On 30-39Hp	\$	3,550.00
Trencher - Walk Behind	\$	1,995.00
Trimmer Mower - Walk Behind	\$	717.00
Truck - Water 2,000 Gal	\$	7,328.00
Truck - Dump Single Axle, 5 Yd	\$	6,141.00
Two Wheel Dolly	\$	95.00
Utility Cart	\$	150.00
Utility Vehicle - 4X4	\$	1,738.00
Warehouse Vehicle - daily rate	\$	77.27
Warranty Vehicle - daily rate	\$	340.00
Water Meter	\$	1,653.00
Water Trailer - 500 Gallon	\$	1,361.00
Weather Protection Blanket	\$	90.00
Welders 180 Amp - Portable Gas	\$	1,375.00
Wheel Loader - 1 Yd	\$	6,034.00
Wheel Loader - 2 3/4 - 3 1/2 Yd	\$	9,688.00

*These rates subject to adjustment at the beginning of every calendar quarter.
Makeup of bill rates not subject to audit.*



REQUEST FOR PROPOSALS (RFP)

2025-006

CITY OF MANITOU SPRINGS

Construction Manager/General Contractor Services for: Hiawatha Gardens Restoration and Design

**Published
February 18, 2025**

**606 Manitou Avenue
Manitou Springs, CO 80829**

Request for Proposals: RFP 2025-006

City Contact: Erin Ringsred, Planner and Project Manager

Email: eringsred@manitouspringsco.gov

Invitation

The City of Manitou Springs (the City) (Owner) hereby invites qualified firm(s) interested in providing Construction Manager/General Contractor (CM/GC) services to submit a response to this Request for Proposal (RFP) for professional pre-construction and construction services in support of the following project:

- Phases 1 & 2:
 - Phase 1 includes building a new restroom structure, a concrete plaza, and a new parking lot with various site improvements.
 - Phase 2 includes the restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain.
 - Design process to begin in April 2025 and anticipate permit drawings to be completed by end of year 2025.
- Phases 3 & 4:
 - Phase 3 includes a new vehicular bridge in conjunction with the closure of Old Man's Trail.
 - Phase 4 includes the renovation of the existing Chase Bank building into public restrooms and the creation of a transportation hub including repair/replacement of the existing parking lot to work with new site circulation.
 - Design process to begin in April 2025 and anticipate Construction Design drawings to be provided by early Fall 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.
 -

The Owner proposes to retain a highly qualified, capable firm(s) to act as the Architect throughout the planning, design, and construction of the complete project. The Architect and subconsultants will be expected to collaborate in a transparent and efficient manner with the City's Owner's Representative, Artaic Group.

All official communication with Candidates and questions regarding this RFP will be via email to the City Project Manager and Owners Representative at the delivery addresses listed below.

All Candidate inquiries will be responded to collectively prior to the "Clarification Deadline" in the schedule noted below. A clarification with replies to all questions will be emailed to all Candidates who have requested the RFP documents. Under no circumstances should candidates contact current consultant team members, or any individual associated with the Owner regarding this RFP or this project.

Schedule of Events

1. **RFP PUBLISHED:** February 18, 2025
2. **PRE-PROPOSAL SITE VISIT:** February 25, 2025 at 11:00 A.M (MT)
3. **DEADLINE FOR QUESTIONS:** February 28, 2025 4:00 P.M.
4. **FINAL ADDENDUM ISSUED:** March 6, 2025 5:00 P.M.
5. **RFP SUBMITTAL DEADLINE:** March 17, 2025 4:00 P.M. (via electronic submittal)
6. **SHORT-LISTED CANDIDATES NOTIFIED OF INTERVIEW:** March 21, 2025
7. **CONTRACT REVIEW PERIOD FOR SHORT-LISTED CANDIDATES:** March 28th, 2025
questions due to City by 5:00 pm.
8. **INTERVIEWS:** April 4th, 2025
9. **CANDIDATE NOTIFIED OF SELECTION:** No Later than April 8th 2025
10. **PROJECT Estimated SUBSTANTIAL COMPLETION:** Estimated Construction for Phase 1 begins October 2025 and is completed by March 2026

Pre-Proposal Site Visti:

A pre-proposal conference will be held on date and time identified above, at the City of Manitou Springs Hiawatha Gardens, 10 Old Mans Trail, Manitou Springs, CO 80829. The purpose of this pre-proposal conference is to discuss this Request for Proposals.

Questions Criterion/Submittal Requirements:

The City will only accept questions emailed to the City Contact(s). **No verbal questions or questions through any other means other than email will be accepted.** Emails containing questions must contain the RFP Title and RFP Number in the Subject line

Proposal Criterion/Submittal Requirements:

Proposals must be received no later than RFP Submittal Deadline and time identified above. *(Proposals received after this date and time will NOT be considered for award.)*

A signed Attachment A – Proposal Acknowledgement Form – must be included with submitted proposals.

The City will only accept proposals EMAILED to the City Contact(s). Emails containing proposals, or link to proposal, must contain the RFP Title and RFP Number in the Subject line. The body of the email must contain:

COMPANY NAME

RFP TITLE

RFP NUMBER

DUE DATE AND TIME

LINK TO PROPOSAL (if size of proposal exceeds email limitations).

Deliver responses via email to:

Ms. Erin Ringsred, Planner

Deliver 1 electronic copy (PDF Format) via email to: Erin Ringsred, City Project manager via email – eringsred@manitouspringsco.gov via email with a cc: to Lily.Brunk@artaicgroup.com (Owners Representative)

BACKGROUND AND HISTORY

Manitou Springs was founded in 1872 by Englishman Dr. William Bell and his business partner General William Palmer as a scenic health resort. The town was incorporated in 1876 and is now a home rule city of approximately 5,000 residents.

“Manitou,” a Native American word for “great spirit,” describes this beautiful mountain community. Eight naturally carbonated mineral spring fountains, located throughout this historic town, run free for all who wish to enjoy their healing benefits. The Ute, Cheyenne and other Native Americans considered this area sacred for its healing springs and clean mountain air.

The naturally occurring mineral springs have a rich history of giving and restoring health to people who traveled thousands of miles to be healed by the magical waters. Today, health and wellness continues to be a draw for residents and visitors who come to the area for its unparalleled quality of life and holistic, spiritually uplifting personality.

Manitou Springs is also a vibrant artisan community, home to world class art, music, theater, and sidewalk sculpture displays. The Historic District is lined with unique art galleries, one of a kind gift shops and trading posts with handcrafted Native American treasures. Manitou Springs is home to dozens of artists and art galleries. The City’s economy is primarily tourism-based, and also relies on recreation and leisure services. The community has a range of boards and commissions that help to plan for and implement key community projects and facilities.

The City is approximately 3.2 square miles in area, with over 150 historic structures, including 27 historic arch bridges. Many homes are over 100-years old, and the approximately 30 miles of streets serving these residences are often narrow and steep.

The Hiawatha Gardens complex is a historically significant structure that is in close proximity to the center of the city. The City purchased the property known as Hiawatha Gardens in 2016; the property contains a large area for parking and historic structures, part of which date to before 1900, which has had various uses over the years. The City has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way.

For additional information you are encouraged to visit our website at <https://www.manitouspringsco.gov/412/Hiawatha-Gardens>

PROJECT DESCRIPTION

The City of Manitou Springs is seeking proposals from qualified companies for this project. Hiawatha Gardens is located at 10 Old Man’s Trail in Manitou Springs. Due to the procurement guidelines for the City, this proposal includes the full scope for all project phases. Fees for the full scope will be requested as part of the interview process; however, the overall timing will follow the below project phasing.

Hiawatha Gardens is located at 10 Old Man’s Trail in Manitou Springs. Due to the procurement guidelines for the City, this proposal includes the full scope for all project phases. Fees for the full scope will be requested as part of the interview process; however, the overall timing will follow the below project phasing.

Phases 1 & 2:

- **Phase 1 Restroom and Parking Lot** – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise requirement; construction of a new restroom structure outside of the floodplain; and creation of a plaza between the existing historic dance hall and new restroom structure.
 - Pre-Construction is anticipated between April – November 2025 (Phase 1); Construction starts November 2025 with completion prior to April 1, 2026.
- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.
 - Pricing of construction drawings will be expected in Q3 2025 to allow for planning of project funding. Remaining Pre-Construction & Construction is anticipated in 2026.

Phases 3 & 4:

- **Phase 3 Vehicular Bridge and Old Man's Trail Closure** – design and permitting of a vehicular bridge over Fountain Creek on the east side 487 El Paso Boulevard and 466 Manitou Avenue. Closure of Old Man's Trail and integration into adjacent properties.
- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from Manitou Ave; new pedestrian bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site.
 - Pricing of Schematic Design Drawings will be expected in Q3 2025 to allow for planning of project funding. Remaining Pre-Construction & Construction is anticipated in 2027.

Work completed to date includes:

- Various community events and information sessions over the years as the City developed Concept Designs for the site, restroom amenities, and the future of the old dance hall.
- Architectural concept design drawings and narratives have been completed along with conceptual engineering recommendations and narratives. All documents are included in the Exhibits noted below.

Supporting Documents

Exhibits associated with this RFP:

- Exhibit A – Hiawatha Gardens and Chase Bank Phasing Map
- Exhibit B – Hiawatha Gardens Concept Design Drawings
- Exhibit C – Hiawatha Gardens Concept Narrative
- Exhibit D – Hiawatha Gardens Concept Floodplain, Site Drainage, and Grading

- Exhibit E – Hiawatha Gardens Concept Structural Design Narrative
- Exhibit F – Hiawatha Gardens Concept Electrical Design Narrative
- Exhibit G – Hiawatha Gardens Concept Mechanical Design Narrative
- Exhibit H – Hiawatha Gardens Ecological Characterization Study
- Exhibit I – Chase Bank Site Concept Drawings
- Exhibit J – Hiawatha Gardens and Chase Bank Preliminary Schedule

COMPANY SELECTION / QUALIFICATIONS

1. Selection of company will be based on the submitted proposal.
2. This is a qualifications-based selection process. Qualifications-Based Selection is a procurement process developed as a process for public agencies to use for the selection of architectural, engineering, and construction services for public construction projects. It is a competitive contract procurement process whereby consulting firms or contractors submit qualifications to a procuring entity who evaluates and selects the most qualified company, and then negotiates the project scope of work, schedule, budget, and fees.
3. Evaluation and Award are discussed herein, and the successful company should be aware that:
 - a. The successful team will demonstrate significant experience with similar projects.
 - b. Preference will be given to local teams (Colorado presence and experience preferred.)
4. The awarded company shall:
 - a. Enter into a contract with the City using the City's standard Services Agreement
 - b. Maintain required insurance coverage for the duration of the contract period as outlined in the contract.
 - c. Operate as an independent company and will not be considered employee(s) of the City of Manitou Springs.
 - d. Be paid on invoices as satisfactory work is completed.

ANTICIPATED SCOPE OF SERVICES

The CM/GC Scope of Work will generally consist of the requirements in the AIA A133-2019 contract and the following.

Preconstruction Services

All scopes of work shall be completed in a collaborative and transparent manner. The contractor shall immediately provide preconstruction services upon selection.

Collaboration

As part of the CM/GC process, the Contractor should commit to working together with the Owner, the Owner's Representative, and Design Team in a manner that achieves the project priorities, goals, and expectations.

Meeting Attendance

The Contractor should expect to attend Design Meetings, likely to be held in the evenings outside of normal business hours and in person. Attendance (likely virtual for most) at any pre-

construction meetings regarding sustainability, commissioning, and sub-consultant/engineering design progress will be required.

Progress Document Reviews & Estimating

The contractor shall anticipate ongoing pricing exercises to advise the designer on design decisions that do not fit within the project budget or schedule. In addition, milestone cost estimates will be provided at the conclusion of Schematic Design, 100% Design Development and 75% Construction Documents; with a detailed report in which cost comparisons are easily understood. Detailed estimate reporting will be required to be reviewed and approved before proceeding to the next level of design. Therefore, timely reporting will be essential.

Value Analysis & System Analysis

System Analysis for major building systems and Value Analysis for cost-saving or value enhancements will be required. A trend log, including potential alternates and value engineering, shall be managed, and communicated by the Contractor to the team members.

Constructability Reviews

The Contractor shall perform periodic constructability reviews during the design development phase through the construction document phase. These may include a construction review of construction assemblies, materials, lead time, architectural details, schedule impacts, sequencing, and site limitations.

Setting the Guaranteed Maximum Price (GMP)

All work shall be competitively bid for the project and presented to the owner for final acceptance of subcontractors. Contractors shall provide the team with any cost increases or decreases to select local subcontractors. The GMP shall include the total of all subcontracts, the CM/GC general conditions, fee, and construction contingency. Setting of GMP can be done at Permit Set of CDs, as mutually agreed by team.

Schedule

Contractor will coordinate with team members to establish a detailed construction schedule identifying long lead items and critical path activities.

Submittals

Contractor shall institute a reasonable submittal process in consultation with the Design Team; and facilitate timely reviews and responses. The Contractor will work with the Owner, Owner's Representative, and Design Team to plan an acceptable site staging and work plan.

CONSTRUCTION SERVICES

The Owner is seeking an experienced and qualified CM/GC to coordinate and manage the building process as a member of the project team. The Contractor shall understand construction methods and techniques. The Contractor shall construct the project in accordance with construction documents and specifications within the scheduled timeframe.

Site

The Contractor will provide supervision of all internal personnel and subcontractors including ensuring internal personnel and subcontractors on site have cleared background checks based on the Owner's criteria. The Contractor will ensure prohibited items by law are not brought onto property by those under the Contractor's responsibility. The Contractor is responsible for site safety. The Contractor will work with the Owner's selected construction material testing firm to provide appropriate notice of inspection requests.

Schedule

The Contractor shall manage the construction schedule and communicate the 3-week look ahead schedule every week and provide updated full project schedules monthly with each application for payment.

Budget

The Contractor is responsible for the construction budget and will provide weekly budget updates to the Owner, Owner's Representative, and Design Team. Pay applications will be provided per the contract in a timely fashion so that invoices may be submitted to the Owner for payment. A change order control system shall be provided to advise the team of potential added costs and shall be reviewed on a weekly basis.

Documentation

Maintain and provide the Owner with all construction related documentation such as RFI's, submittals, schedules, and inspections. Contractor shall fulfill contractor's responsibilities regarding actions, documentation, and submissions for the selected sustainability program. List the Project Management software that would be used.

Quality

Quality control is the CM/GC's responsibility. The Contractor shall provide a project completed with the highest quality workmanship. The Contractor will work with the Owner's selected commissioning agent and provide timely information as requested by this consultant.

Completion & Warranty

Close-out, system training and warranty services will be in accordance with contract documents. CM/GC will work with project team members to proactively and efficiently close out the project at completion and provide system training for the new facility. The contractor will provide warranty request process to the Owner and respond appropriately and timely to such requests. An 11-month warranty walk shall be included, along with warranty-related corrective work following the walk-through.

UTILITY COORDINATION

The CM/GC will be expected to assist in utility coordination with the various utility providers with assistance from the Owner's Representative and Design Team. The Contractor should be aware that all utilities will be served directly from each utility provider.

Project Team Members

The Owner intends to hire, or has already selected, the following professionals for the project team:

- Owner's Representative - Artaic Group
- Architect – TBD
- General Contractor – TBD
- Commissioning Agent – TBD
- Geotechnical Engineer & Construction Material Testing – TBD
- Environmental Engineer – TBD

Submittal Requirements and Checklist

Submittal shall respond to each item noted below. Please limit response information to relevant information only.

1. Cover Letter / Letter of Interest

2. Firm Information

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing project and staff numbers
- Location of main office, if different, and staff numbers
- Provide a statement for the maximum dollar value in which your firm can be bonded, and the amount currently bonded with a confirmation statement from your bonding company
- Provide your firm's EMR (Experience Modification Rating) history for the last five years
- Information on any claims or lawsuits your firm has had in the past five years
- Indicate if your firm is a small business, minority business, or disadvantaged business

3. Qualifications & Availability of Proposed Team

- Provide an organizational chart for your proposed team, including roles and responsibilities for each team member
- Provide resumes for all key team members
- Please note proposed key team members are expected to be involved throughout the life of the project and may not be changed without authorization from the Owner
- Given your current and planned workload - in a simple table - provide current availability and commitment to this project for each team member proposed as a percent (%) of full time (40 hours per week) availability through Design, Bidding, Construction and Closeout/Warranty
- Indicate what construction scopes are typically self-performed by your company

A sample table would look similar to the following:

Team Member, Role	Design	Bidding	Construction	Closeout
Jane Doe, Estimator	25%	25%	10%	5%
John Doe, Project Manager	30%	50%	50%	50%
Etc.	X%	X%	X%	X%

4. Similar Project Experience

Provide project profiles for up to five similar projects in progress or completed by your firm. Please include the following:

- Project Description to include type of project, brief description, project size, duration of project, delivery method, project similarities to this scope of work
- Value of Contract
- Owner and Architect contact information
- General Contractor's team members on the project
- Information if the project was delivered on time and on budget, and if not, why?

5. Schedule

Provide a project construction schedule that clearly identifies key milestones for the project.

6. Project Approach

- Provide your team's approach within the CM/GC delivery system.
 - Pre-Construction Phase: include information on how you handle estimating, value analysis, systems analysis, constructability reviews, etc.
 - Construction Phase: include information on how you handle CPM and short-interval scheduling, cost control and forecasting, change order management, punch list, training, and warranty.
- Describe your experience with Vehicular Bridge construction and highlight any challenges we should be aware of.
- Describe your experience with historic structures and describe your approach to historic projects.
- Describe your public engagement approach and demonstrate understanding of the City's Culture of Engagement
- Highlight key considerations for sustainable stormwater management during construction
- How do you approach project challenges such as the potential for being over budget, over schedule and still ensure the quality of the finished project?

7. References

Provide a minimum of three references. The Owner reserves the right to check additional references beyond those provided in the submittal.

Evaluation Criteria

All proposals submitted in response to this RFP will be evaluated by a committee of City representatives, in accordance with the criteria described below. Offeror's proposals will be evaluated on the criteria listed below. Total scores will be tabulated, and the offeror with the proposal that is deemed to be the most advantageous to the City will be selected. If the City requests presentations by short-listed Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, Offerors should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific

factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows:

SUBMITTAL SECTION	POINTS
COVER LETTER	5 Points
FIRM INFORMATION	5 Points
QUALIFICATIONS & AVAILABILITY OF PROPOSED TEAM	25 Points
SIMILAR PROJECT EXPERIENCE	20 Points
PROJECT APPROACH	25 Points
SCHEDULE	5 Points
REFERENCES	10 Points
TOTAL	100 Points

Shortlist and Interviews

From the scoring results, the selection committee will shortlist up to three (3) firms to invite to an interview. At the time of interviews, initial scoring will be discarded, and all firms will start from equal scoring positions.

The interview format will include an initial session/presentation prepared by the Contractor with the selection committee and then time for Q&A. Fees and contract comments will be submitted in advance of the interviews. Fees will be reviewed for all short-listed firms and will be a portion of the scoring matrix for final selection.

The proposed contract, fee workbook, and more detailed interview format information will be provided to the short-listed Contractors.

Determination of Responsibility of the Offeror

The City awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror. A “Responsible Offeror” is defined by this proposal as one who has “the capability in all respects to perform fully the contract requirements, presents, perseverance, experience, integrity, reliability, capabilities, facilities, equipment, and credit which will assure good faith performance.” The City reserves the right to request information as it deems necessary to determine an Offeror’s responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

A selection committee comprised of City staff shall evaluate the proposals based on the criteria and weight given to each as set forth in the table below. The proposals submitted will be judged on the completeness and quality of its content. If necessary, based on the evaluations, a select number of companies may be invited to respond to a detailed request for an oral presentation.

ADMINISTRATIVE INFORMATION

Acceptance and Rejection

The Owner reserves the right to request additional information which, in the Owner's opinion, is necessary to ensure that the Owner has complete information with regard to the Professional Service Provider's competence, business organization, and financial resources to assist in determining if the Professional Service Provider is qualified.

The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. The Owner reserves the right to reject any and all proposals in response to this Request for Proposal that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Proposal at any time and will notify all recipients accordingly.

RFP Submission and Information

Proposals due at the specified date and time must be received at Owner's location (e-mail) by that date and time to receive consideration. Proposals received after the specified date and time are considered late and will not be eligible for review by the Executive Committee. Owner is not responsible for any late proposals received by mail or any other method of delivery.

The Owner is not responsible for costs incurred in the preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted. By submitting a proposal all Candidates agree to the terms and conditions of this RFP and the RFP will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work.

Candidates acknowledge all submissions to this RFP may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFP. It is assumed by the Owner that any Candidate providing a submission is responsible for receiving and reviewing all information provided by addenda and Candidate shall acknowledge receipt of addenda in their response to this RFP.

1. **Issuing Office:** The City of Manitou Springs agent listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.
2. **Official Means of Communication:** All official communication from the City to offerors will be via email to the City contact as identified on page 2 of this RFP. The City will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award.
3. **Inquiries:** Prospective offerors may make written inquiries by email to the City contact as identified on page 2 of this RFP before the written inquiry deadline concerning this RFP to

obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference. No inquiries will be accepted after the deadline.

Inquiries regarding this RFP (be sure to reference RFP number) should be referred to the City's contact person as identified on page 2 of this RFP:

Response to offerors' inquiries will be e-mailed by the final addendum date listed herein. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the City of such matters immediately upon discovery.

4. **Insurance and Bonding:** The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Manitou Springs and its agents as "additional insured".

Coverage must include:

WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract;

COMMERCIAL GENERAL LIABILITY coverage written on ISO occurrence form CG00 01/10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury and advertising liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; \$1,000,000 products and completed operations aggregate and \$50,000 on fire; plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision;

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of offerors' owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. The City of Manitou Springs including officers, agents and designees shall be named as additional Insured for General and Auto Liability Insurance;

PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000 per Occurrence and \$3,000,000 aggregate.

EMPLOYER'S LIABILITY coverage with limits of at least \$500,000;

PERFORMANCE BOND in the amount of one hundred percent of the total project cost;

PAYMENT BOND for fifty percent of the total project cost.

5. **Modification or Withdrawal of Proposals:** Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.
6. **Minor Informalities:** Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.
7. **Responsibility Determination:** The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.
8. **Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly, any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
9. **Protested Solicitations and Awards:** Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Administrator. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.
10. **Confidential/Proprietary Information:** The City neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal/. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the City provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The City will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered**

confidential/proprietary. Questions regarding the application of this procedure must be directed to the contact for the City listed in this RFP.

11. Acceptance of Proposal Content: The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

12. RFP Cancellation: The City reserves the right to cancel this RFP at any time, without penalty.

13. Negotiation of Award: In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

14. Contract: The selected offeror will enter into a contract, using the City's standard Services Agreement with the City of Manitou Springs for this work. The contract will set for the agreement and responsibilities as outlined in this RFP.

15. RFP Response/Material Ownership: All material submitted regarding this RFP becomes the property of the City of Manitou Springs, unless otherwise noted in the RFP.

16. Incurring Costs: The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

17. Non-Discrimination: The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

18. News Releases: Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Officer.

19. Taxes: The City of Manitou Springs is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes.

20. Assignment and Delegation: Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

21. Availability of Funds: Financial obligations of the City of Manitou Springs payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

22. Standard of Conduct: The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The City may request the successful company to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- c. Theft, vandalism, immoral conduct or any other criminal action.
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.
- e. Agents and employees of Contractor working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor shall require each of their employees to carry proper identification including company identification.

24. Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

25. Damages for Breach of Contract: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

26. Other Statutes:

- a. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- b. The signatory hereto avers that to his/her knowledge, no City of Manitou Springs employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : _____

PROJECT NAME: _____

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	
Name and Title of Primary Contact	
Company Address	
Phone Number	
Email Address	
Company Website	

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
 - I am not currently an employee of the City of Manitou Springs.
 - None of my employees or agents are currently employees of the City of Manitou Springs.
 - I am not related to any City of Manitou Springs employees or Elected Official.
-

Printed Name: _____ Company Title: _____

Signature: _____

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

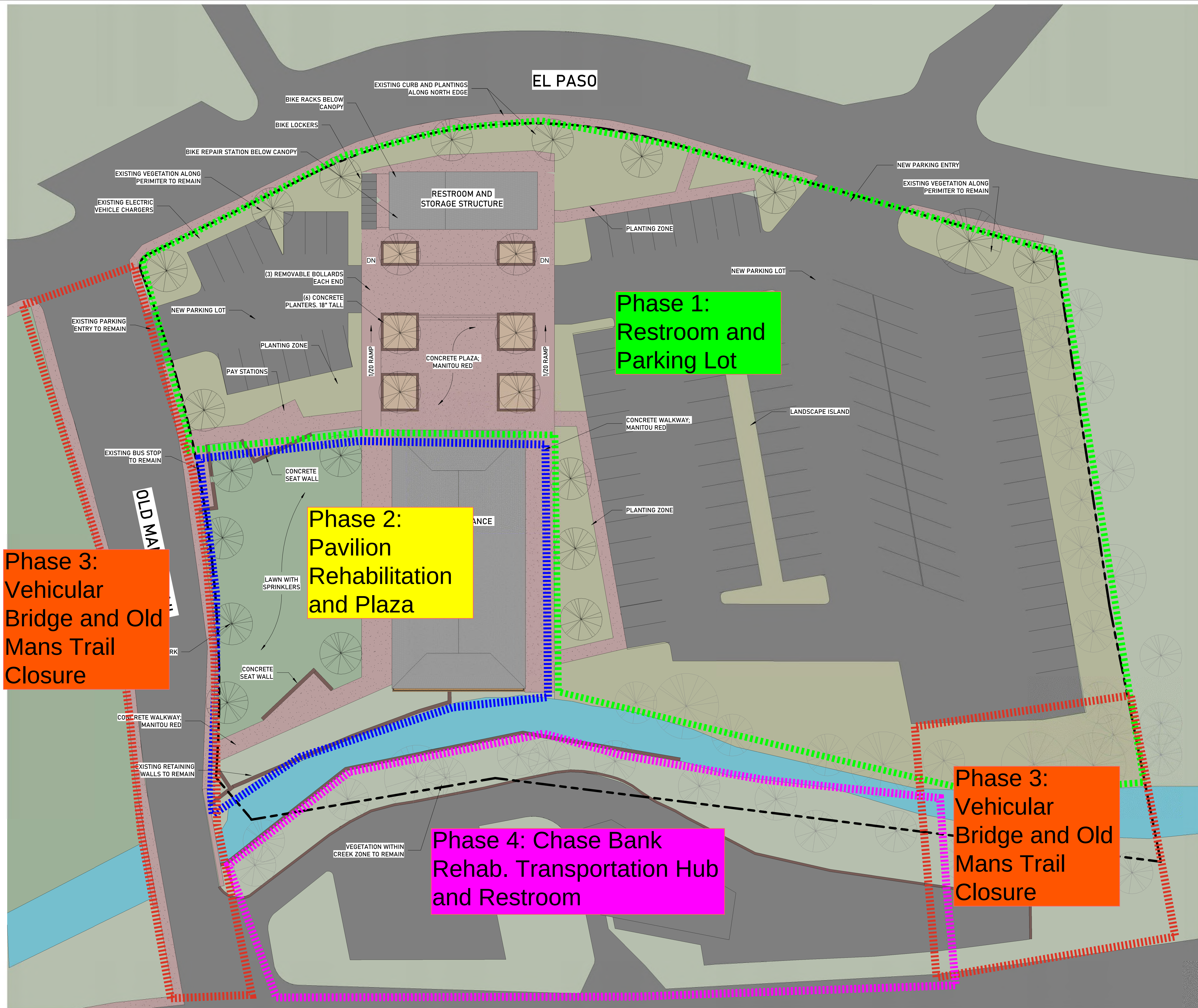
SITE PLAN - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

AS-102



1 SITE PLAN - OPTION 2 - OPEN AIR DANCE HALL
1" = 20'-0"

ATTACHMENT A

HIAWATHA GARDENS CONCEPT DRAWINGS

HIAWATHA GARDENS DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829



OPTION 1 - ENCLOSED DANCE HALL (FLOOD PLAIN REMOVED)



OPTION 2 - OPEN AIR DANCE HALL (FLOOD PLAIN REMAINS)

Option 2: Is the Option
Selected by City
Council to proceed into
Schematic Design.

CONCEPT DESIGN
2024-10-24

OWNER
CITY OF MANITOU SPRINGS
606 MANITOU AVENUE
MANITOU SPRINGS, CO 80829
p 719 685-5481 e N/A

ARCHITECT
WORKSHOP 40 ARCHITECTS
7822 W 17TH AVE
LAKEWOOD, CO 80214
p 720.364.2412 e ERIC@WORKSHOP40.COM



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HIAWATHA GARDENS
DANCE HALL

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

G-001



EL PASO

EXISTING CURB CUT
TO BE REMOVED

PERIMETER SIDEWALK AND
LANDSCAPING TO REMAIN

EXISTING PARKING LOT TO BE REPLACED

EXISTING
DANCE HALL
STRUCTURE

EXISTING BUS STOP TO REMAIN

OLD MAN'S TRAIL

EXISTING CURB CUT TO
BE REMOVED

EXISTING BRIDGE

CHASE BANK

HIAWATHA GARDENS
DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

Delta	Description	Date Issued



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SITE PLAN - EXISTING

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

AS-100



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

AS-102



AD-102



AD-103



12. DEMO 2X4 NAILED ON RAFTER TAILS AND DECKING BACK TO ORIGINAL FASCIA EDGE

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

DEMO ROOF PLAN -
OPTION 1 AND 2

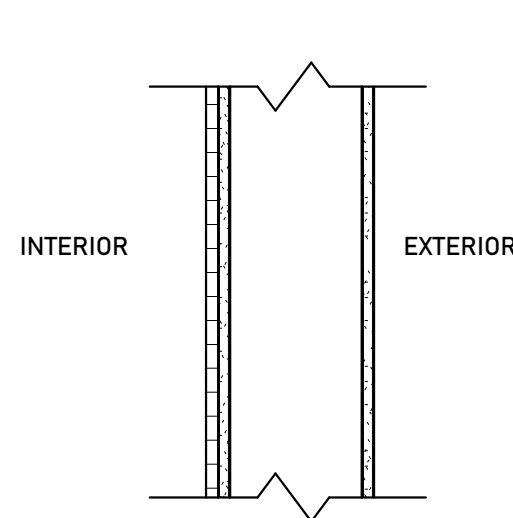
CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

AD-104

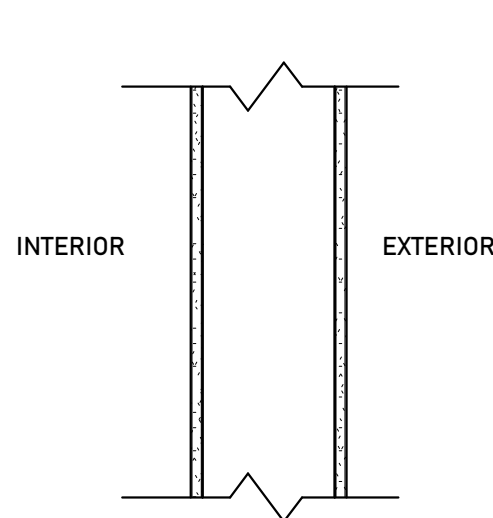




INTERIOR

- CERAMIC TILE (7' HIGH)
- 4X8 CMU

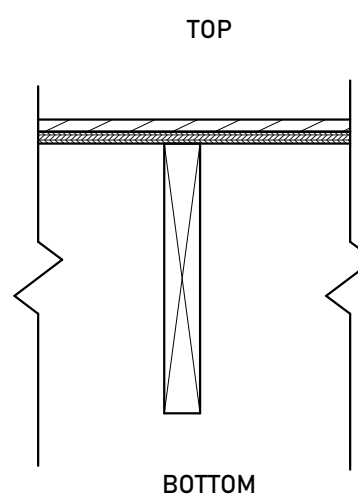
EXTERIOR



INTERIOR

- CERAMIC TILE ON 5/8" CEMENT BOARD (7' HIGH)
- 2X4 STUD (WHERE OCCURS)
- 5/8" GYPSUM BOARD (WHERE OCCURS)

EXTERIOR



INTERIOR

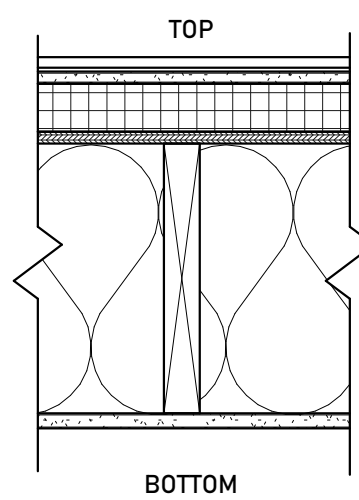
- 4" CAST IN PLACE SLAB; POLISHED COLORED
- VAPOR BARRIER
- EARTH

EXTERIOR

INTERIOR

- EXISTING WOOD FLOOR; REPAIR AND REFINISH
- EXISTING DECKING
- EXISTING 2X JOISTS

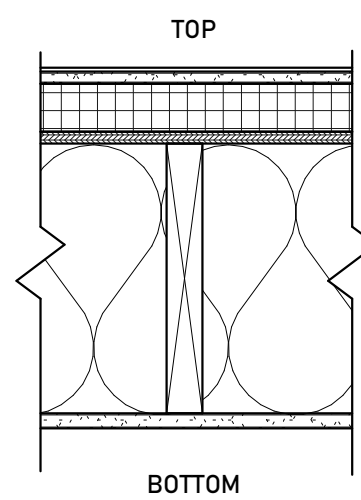
EXTERIOR



TOP

- STANDING SEAM METAL
- FELT UNDERLAYMENT
- 1/2" DENSDECK PRIME
- 2" XPS INSULATION
- DECKING; RE STRUCTURAL
- 2X JOISTS
- 1. FILL WITH BATT INSULATION
- 1/2 GYPSUM BOARD

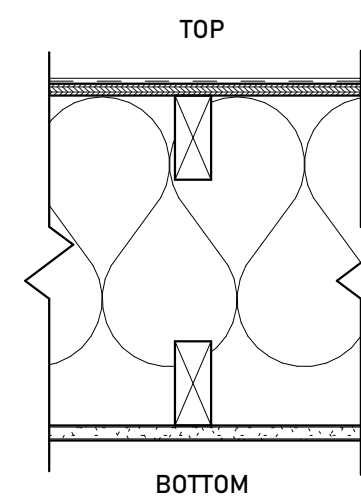
BOTTOM



TOP

- EPDM MEMBRANE; ADHERED
- 1/2" DENSDECK PRIME
- 2" XPS INSULATION
- NEW DECKING; RE STRUCTURAL
- 2X JOISTS
- 1. FILL WITH BATT INSULATION
- 1/2 GYPSUM BOARD

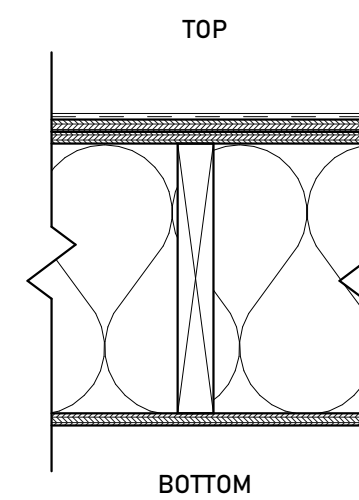
BOTTOM



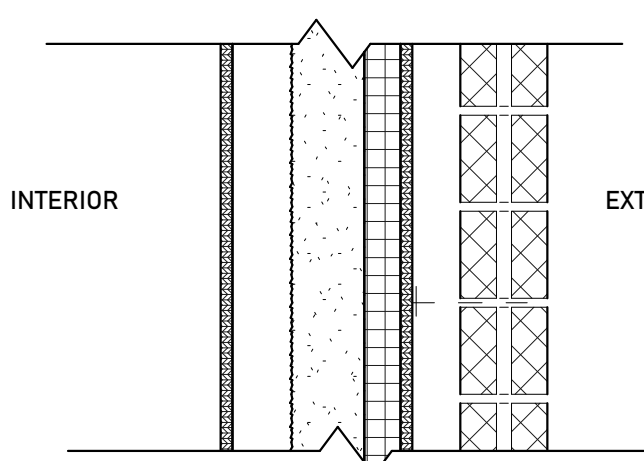
TOP

- ASPHALT SHINGLES
- FELT UNDERLAYMENT
 - 3" ICE AND WATER SHIELD @ PERIMETER
- NEW DECKING; RE STRUCTURAL
- NEW PRE ENGINEERED TRUSS
 - 1. R-49 BATT INSULATION
 - 1/2" GYPSUM BOARD

BOTTOM



- TOP
- ASPHALT SHINGLES
- FELT UNDERLAYMENT
- - 3" ICE AND WATER SHIELD @ PERIMETER
- NEW DECKING; RE STRUCTURAL
- EXISTING 1X DECKING BOARDS
- EXISTING 2X RAFTERS
- 1. FILL WITH BATT INSULATION (OPTION 1 ONLY)
- EXISTING BEAD BOARD
- BOTTOM

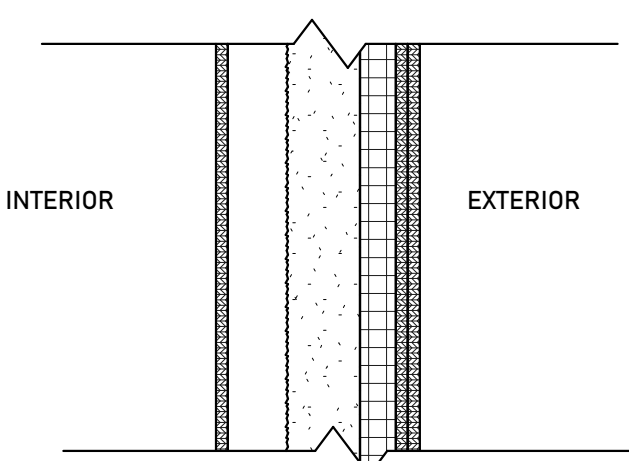


IECC - 2021 - R-7.5c

INTERIOR

- 2" EPS RIGID INSULATION (OPTION 1 ONLY)
- DAMP PROOFING
- 10" CAST IN PLACE CONCRETE W/ FOOTER

EXTERIOR

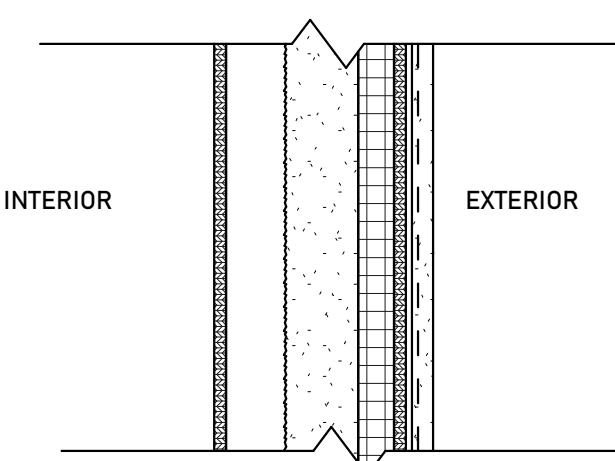


IECC - 2021 - 20&3.8ci OR 13&7.5ci OR 0&
20ci

INTERIOR

- 5/8" DRYWALL
- 2X6 WOOD STUD FILLED WITH R-20 (3"MIN) CLOSED CELL SPRAY FOAM.
- R-6 ZIP SHEATHING (1.5")
- BOARD AND BATTEN WOOD SIDING; PAINTED

EXTERIOR

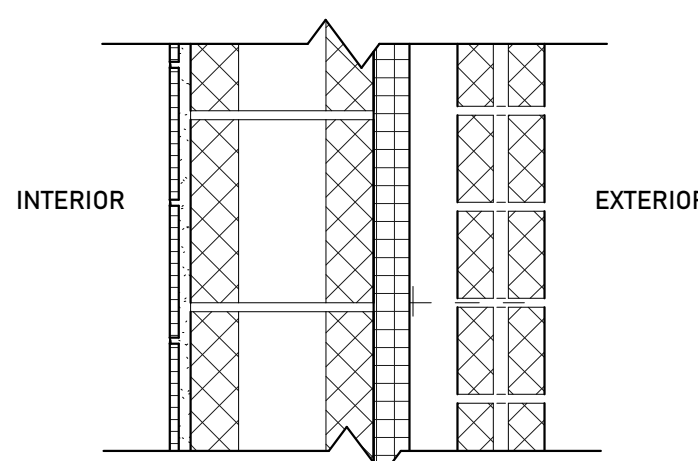


IECC - 2021 - 20&3.8ci OR 13&7.5ci OR 0&
20ci

INTERIOR

- 5/8" DRYWALL
- 2X6 WOOD STUD FILLED WITH R-20 (3"MIN) CLOSED CELL SPRAY FOAM.
- R-6 ZIP SHEATHING
- DRAINAGE MAT
- 3 COAT STUCCO; LATH, SMOOTH FINISH

EXTERIOR

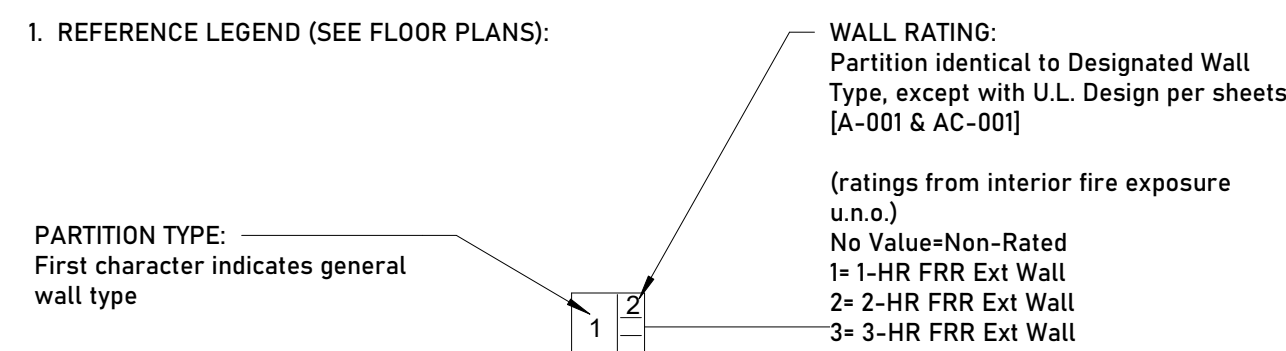
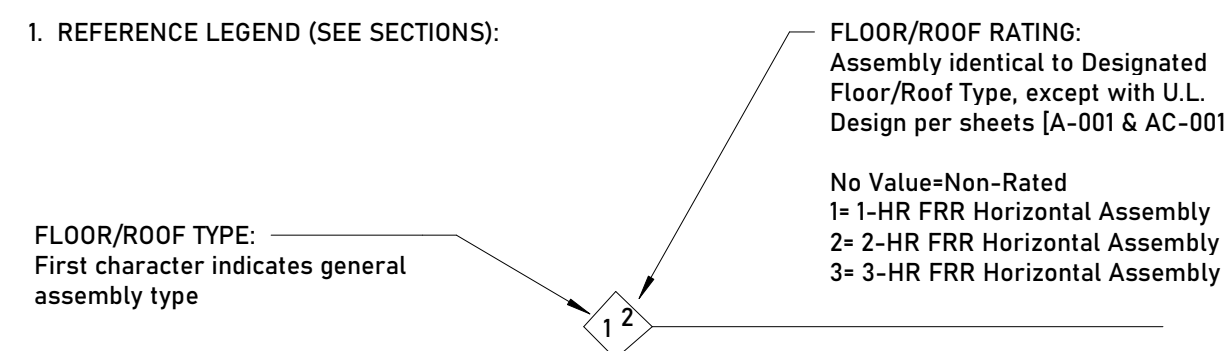


IECC - 20121 - R 11.4c1

INTERIOR

- CERAMIC TILE W/ LATH, SCRATCH, AND BASE COAT
- 8" CMU BLOCK
- 2" XPS RIGID INSULATION; TAPED JOINTS
- 2" AIR SPACE
- CUT STONE VENEER

EXTERIOR

$$1\frac{1}{2}'' = 1'-0''$$


10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

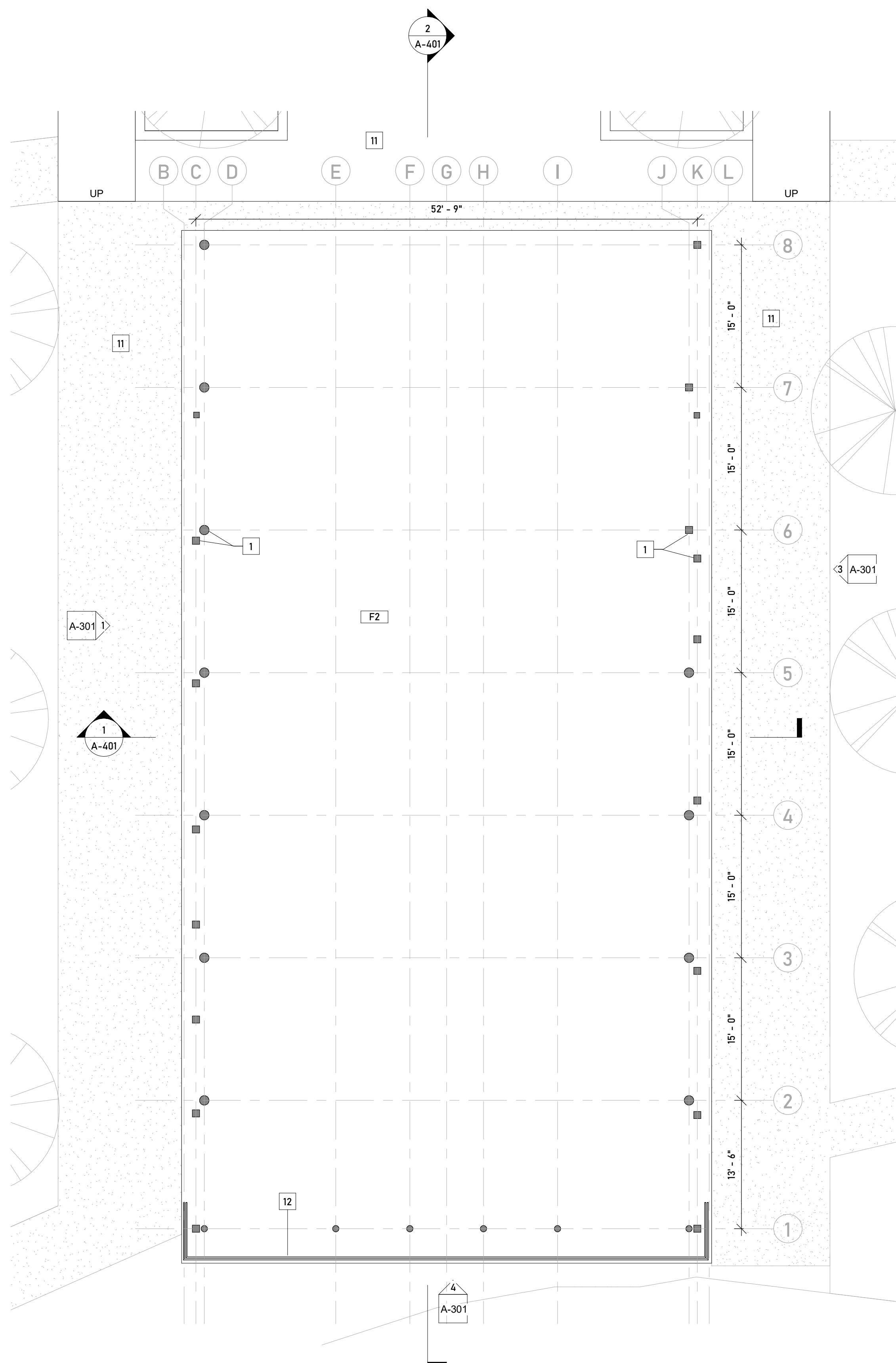
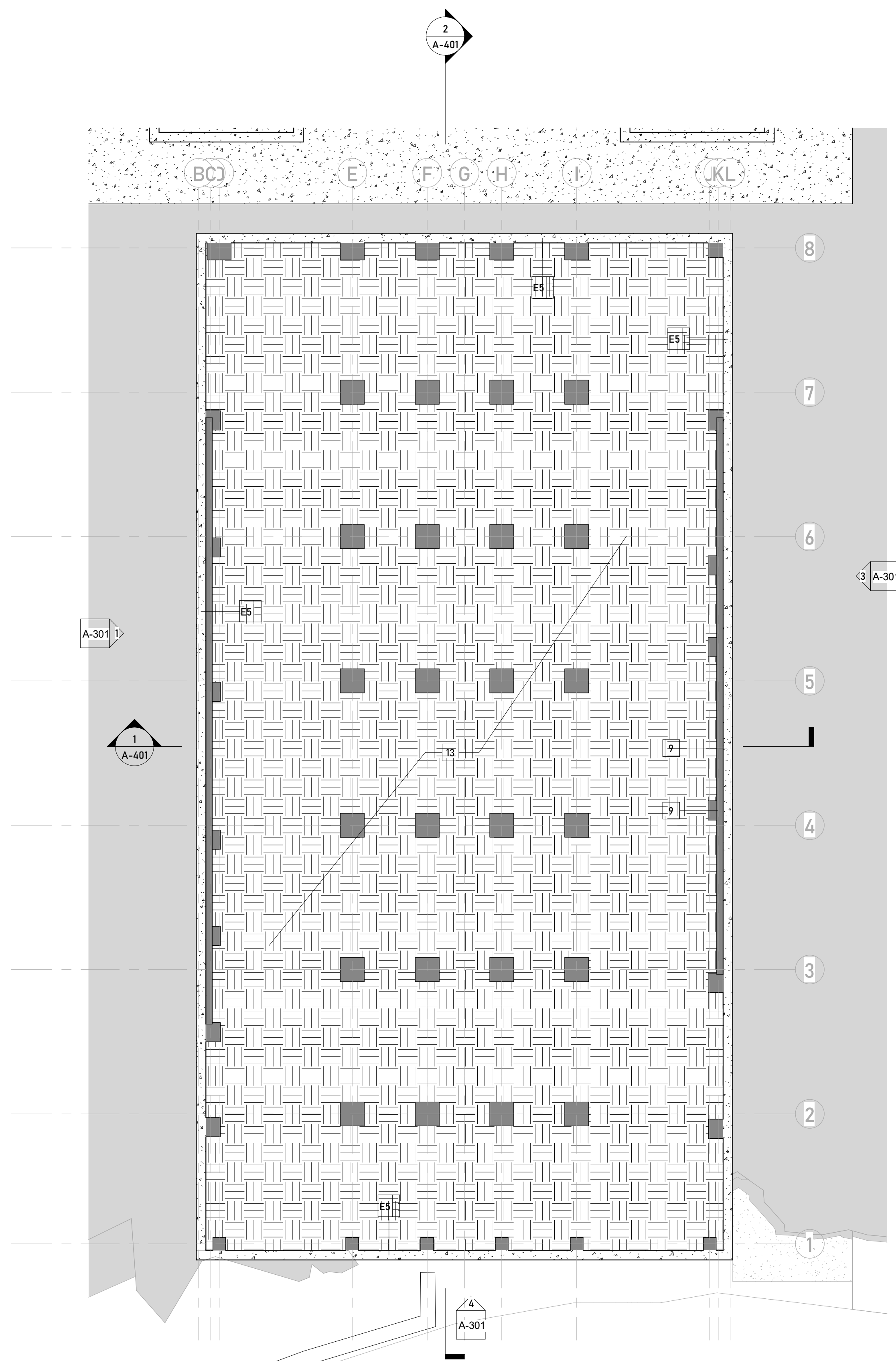
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PRINCIPAL IN | PROJ

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-001



- ### GENERAL KEY NOTES

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL, POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING, PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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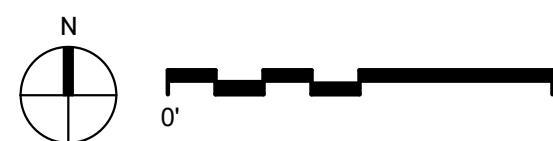
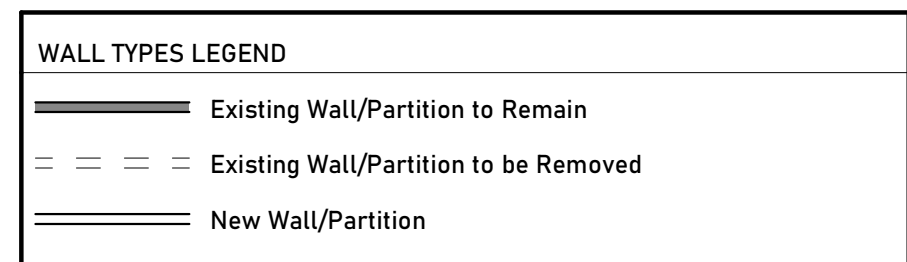
LEVEL 1 FLOOR PLAN -
OPTION 2 - OPEN AIR

CONCEPT DESIGN
2024-10-24

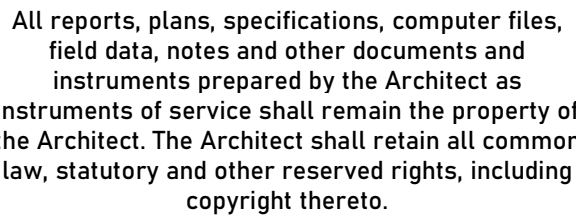
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-101



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-102



WALL TYPES LEGEND	
	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS, CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

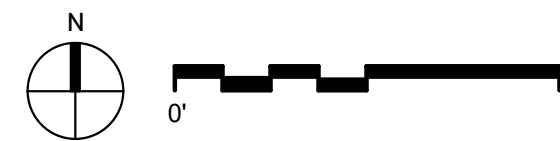
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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-106



$1/8'' = 1'-0''$

$1/8'' = 1'-0''$

WALL TYPES LEGEND	
	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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LEVEL 1 RCP - OPEN AIR DANCE HALL

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-202

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCEMENT REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

WALL TERMINATION LEGEND	
	Extend Wall to Underside of Structure
	Extend Wall to 4" Above Ceiling
	Wall to Underside of Ceiling

WALL TYPES LEGEND

	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



2 FIRST FLOOR RCP - OPTION 2- RESTROOM
1/8" = 1'-0"

1 FIRST FLOOR RCP - OPTION 2 - OPEN AIR
1/8" = 1'-0"



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
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27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

[illegible]

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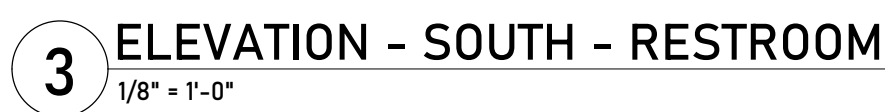
**BUILDING EXTERIOR
ELEVATIONS - OPEN
AIR DANCE HALL**

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-301



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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BUILDING EXTERIOR ELEVATIONS - RESTROOM

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-302



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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BUILDING SECTIONS - OPEN AIR PAVILION

CONCEPT DESIGN
2024-10-24

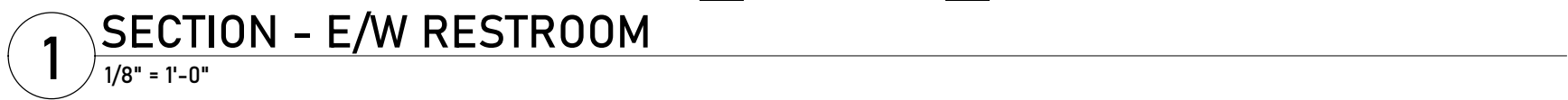
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-401



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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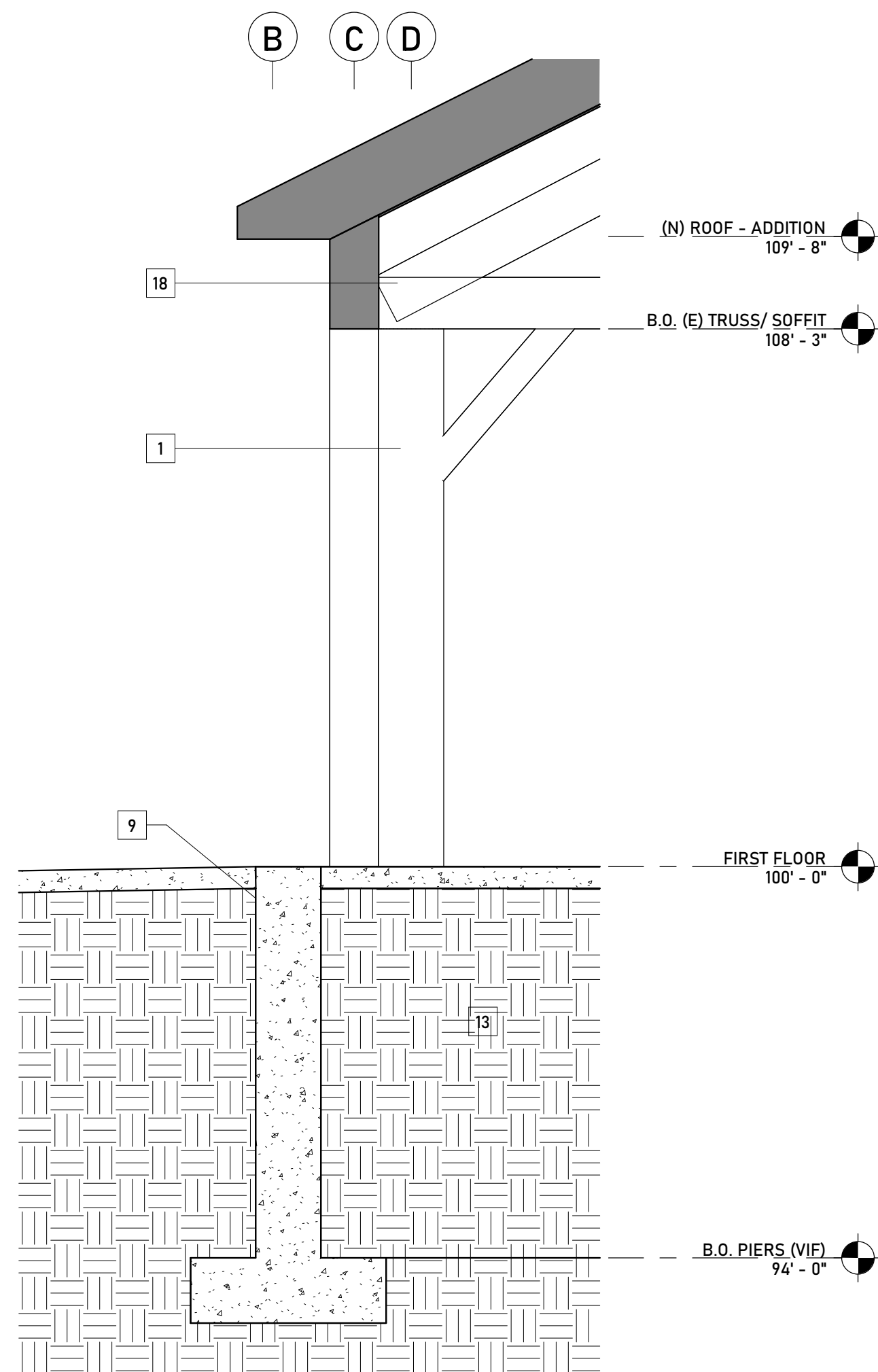
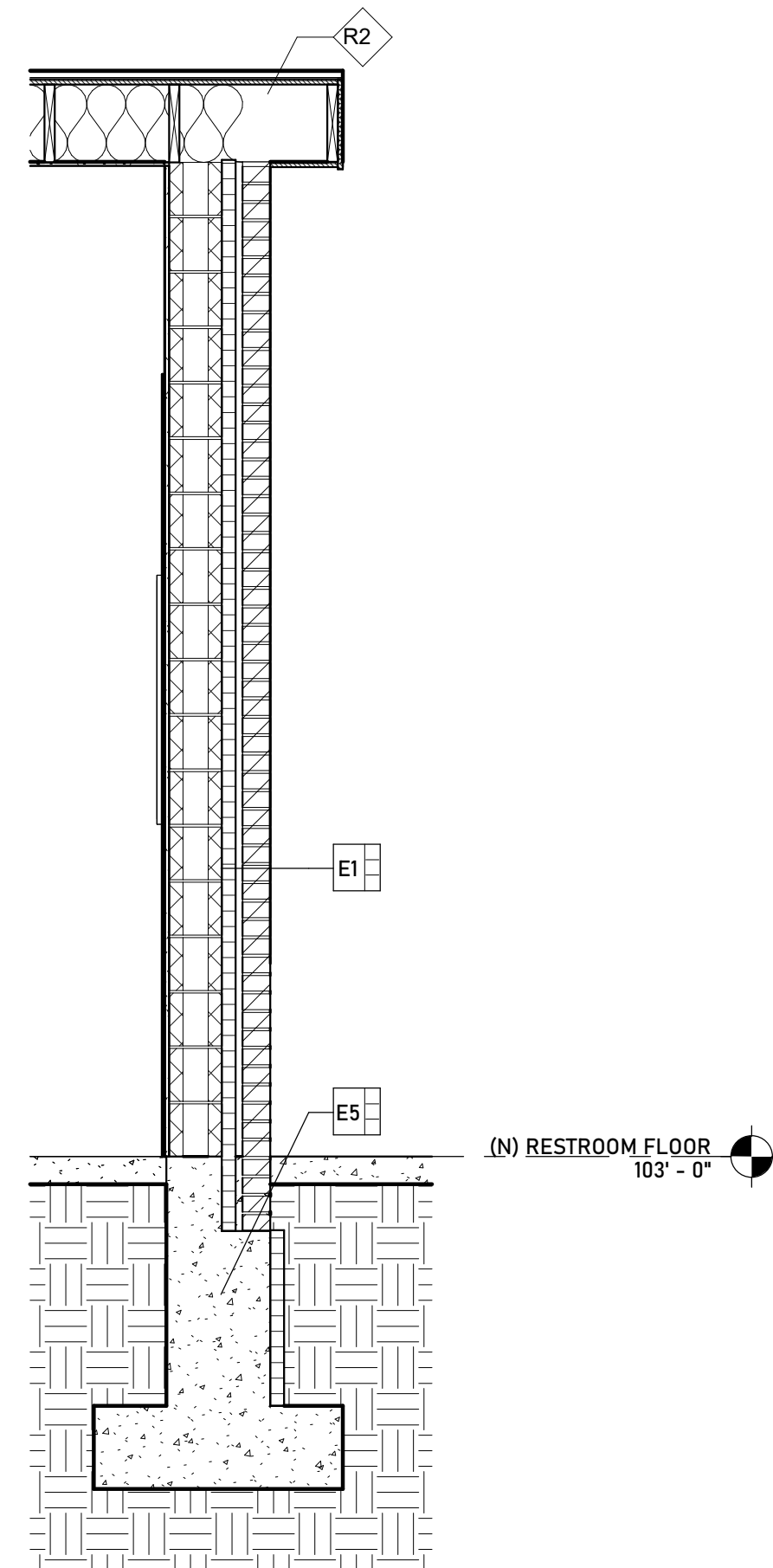
BUILDING SECTIONS - RESTROOM STRUCTURE

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-402



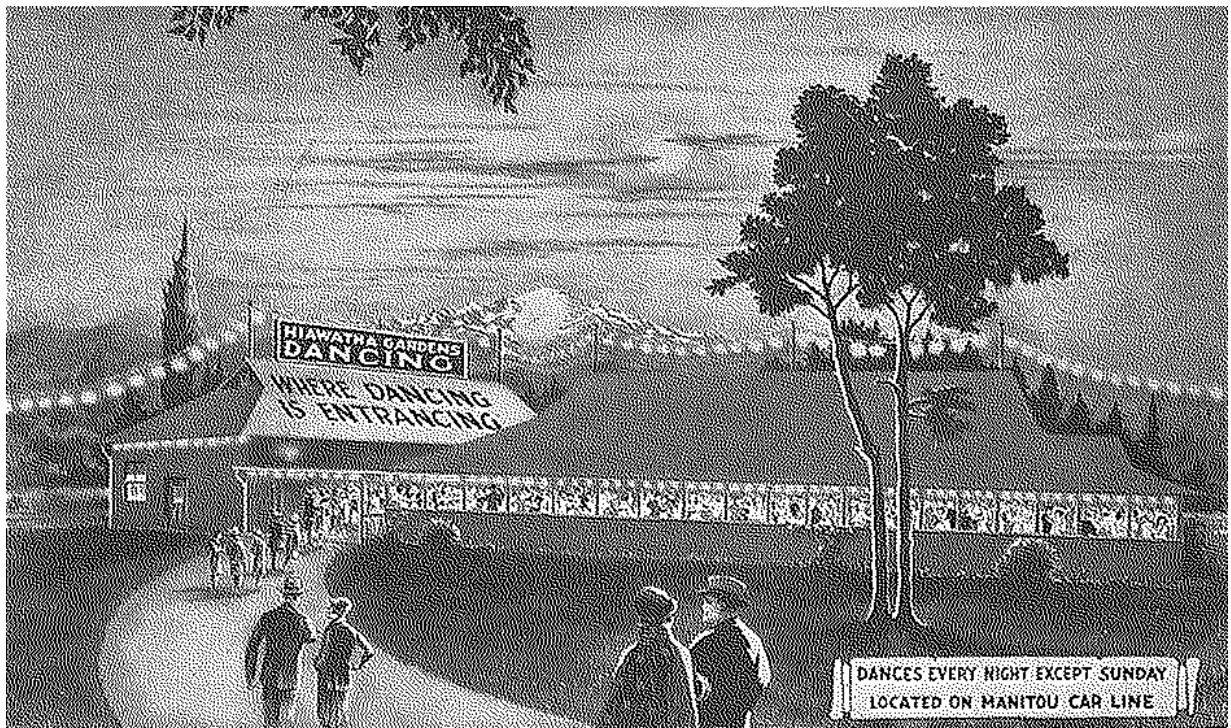
ATTACHMENT B

HIAWATHA GARDENS CONCEPT NARRATIVES

HIAWATHA GARDENS HISTORIC DANCE HALL AND MOBILITY HUB

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DESIGN NARRATIVE



PROJECT SUMMARY

OVERVIEW

The City of Manitou Springs has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way. This Concept Design package uses those documents as a launching point to explore two design options that work with the 100 year floodplain.

The general program for this project is below.

- Restore the historic dance hall structure and renovate into a community amenity.
- Create mobility hub support amenities for bus, car, bike, and pedestrian users.
- Add public plaza space to support community needs as well as the mobility hub

The primary design hurdle the project is needing to overcome is that the existing dance hall's finish floor is located approximately 2.1ft below the 100 year floodplain. While multiple solutions are available to resolve this, both the available funds and the existing building's structural integrity have ruled many out by the City.

The below two design options were selected by City Council to be explored to a Concept Design level and to have cost estimates provided to aid in the final decision making process. These are discussed in more detail in their respective sections.

OPTION 1 - ENCLOSED DANCE HALL - FLOOD PLAIN REMOVED

This option explores what it would take for the previous preferred enclosed dance hall design to be constructed with the 100 year floodplain restrictions. Due to flood loading of exterior walls and lack of ability for the existing structure to resist, a path that removed the building from the floodway was embarked upon. This resulted in a design that includes floodway improvements to Fountain Creek such as retaining walls, widening the floodway, and adding culverts below Old Man's Trail.

OPTION 2 - OPEN AIR DANCE HALL - FLOODPLAIN REMAINS

Due to the anticipated expense of Option 1 and other flood proofing strategies, turning the dance hall into an open air pavilion was desired to be explored. The idea being that lateral flood loading would be diminished with the dance hall's exterior walls removed.

Option 2 was selected by City Council during the 12/3/2024 work session.

BUILDING HISTORY

The following was researched by Echo Architects and provided to the City of Manitou Springs in their 2016 Evaluation and assessment of 10 Old Man's Trail. This is a summary history taken from the archives of the Colorado Springs Gazette Telegraph, site observations, and interviews.

1889: The original three story Southern building was built by F.L. Smith who operated it as a "Public Resort for Gentlemen". The reported construction cost was \$8,000.00.

1890-1920: At an unknown date Adolph Fehringer purchased the original building and built the building that currently sits on the South end of the site. (This building is referred to as 'Structure 1' throughout this report). This complex was used as a restaurant, beer garden, and theatre.

1911-1918: Vacant

1918: In 1918 the property was acquired by Hal Leddy, who operated the building as a Dance Hall. It is reported that all four sides of the ballroom were open to the air. It is assumed that this modification was made at this time. As part of the improvements he drilled a well, near the main entrance, which reportedly produced a "good flow" of mineral spring water.

08.19.1920: August 1920 there was fire that completely destroyed the original North Building. The fire only slightly damaged the South Building (Structure 1).

1920-1921: The current Northern Building was built (this is referred to as Structure '2' throughout the report). It is assumed that this is when the flat roofed connection between the two structures was constructed. During this era the Paul Whitman orchestra played, the Lawrence Welk Orchestra played, and Rudolph Valentino made his only personal appearance in America on his transcontinental dancing tour.

1941: Gene Worley becomes the owner.

1951: Howard Geib and Carl Hornburg purchase the building and continued to operate it as a dance hall. The September 30, 1951 GT article announcing this sale mentioned that the dance floor was mounted on cork to make dancing less tiring.

1952-1995: At an unknown date the complex was converted into a restaurant. Multiple flat roofed additions were installed around the perimeter of the original buildings during this phase. The latest restaurant to occupy the space during this era was "The House of Prime Rib"

1995—current: The El Paso Assessor's records show that the current owners, Mohammed and Laila Alami acquired the property July 26, 1995 for \$285,000.00. They have operated the Tajine Alami restaurant in the north part of the building since acquiring it. The dance hall (Structure 1) has not been in use since 1995.

2011: The property was recently listed for sale by Jerry Trent, Broker Associate with ReMax Properties. The Pikes Peak Association of Realtors web site lists the following information for this property:

Land area: 1.29 acres

Building area: 14,248 sf

Asking price: \$1.5 mil

2015: The Property was purchased by the City of Manitou Springs \$1,050,000.

EXISTING CONDITIONS - SITE

The Hiawatha Gardens site contains the historic dance hall structure, paved parking lot, EV charging stations, pay stations, bus stop, bike storage, bike rental, and portable toilets. The site is adjacent to Fountain creek, which is why the structure is located within a 100 year flood plain. The West and North edges of the site are landscaped which is intended to remain. The East and South edges of the site contain naturally occurring plants and trees.



VIEW FROM OLD MAN'S TRAIL BRIDGE



VIEW FROM EL PASO SHOWING EXISTING PERIMETER PLANTING



VIEW OF BUS STOP



VIEW LOOKING SOUTH WEST SHOWING PARKING LOT

EXISTING CONDITIONS - CREEK

The site and structure are located directly adjacent to Fountain Creek which is a floodway. The 100 year flood plain located on the project site is a result of this adjacency. The existing retaining walls along the creek show erosion at the water line and have the potential for sudden failure during a significant event.



EXISTING CONDITIONS - TRUSS

The existing queen trusses are a significant element of the buildings interior character.



EXISTING CONDITIONS - FOUDATION

The existing foundations consist of stone, concrete, and wood. Multiple areas do not have any foundation below in addition to other areas having wood in direct contact with soil. Wood beams, joists, and decking sit above.



OPTION 2 - OPEN AIR PAVILION



*TREES SHOWN SMALL FOR CLARITY

OPTION 2 - FLOODWAY



*TREES SHOWN SMALL FOR CLARITY

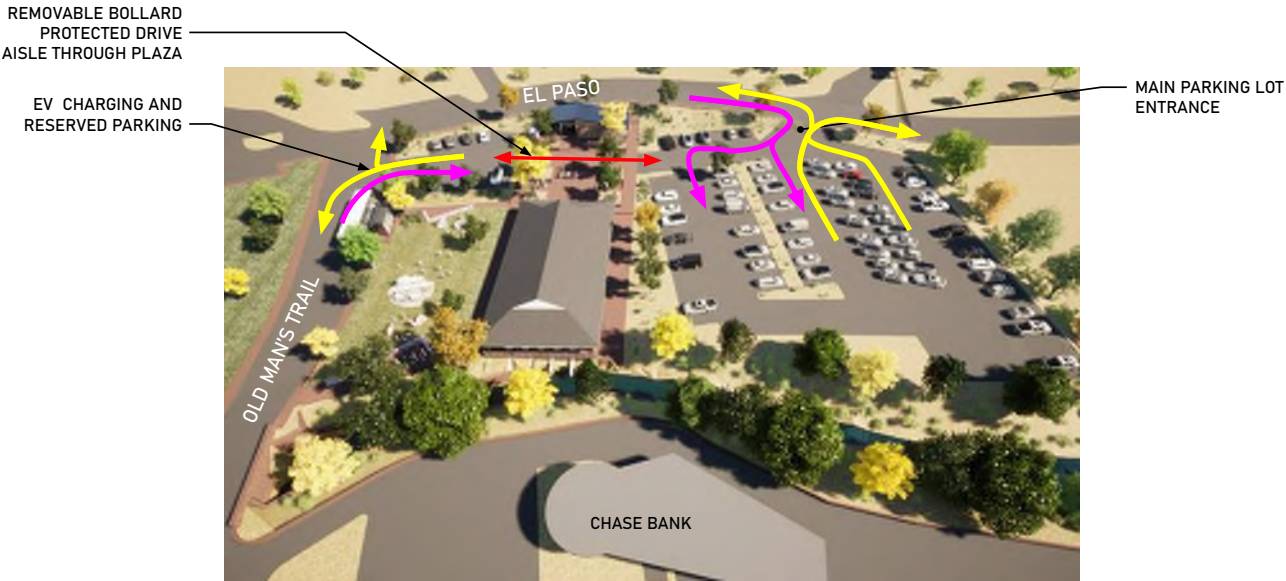
OPTION 2 - ACTIVITY ZONES



OPTION 2 - PLANTING ZONES



OPTION 2 - PLANTING ZONES



OPTION 2 - ACCESS



OPTION 2 - INTERIOR

REFINISHED AND
REINFORCED EXISTING
TRUSSES AND CEILING



CRAWL SPACE LIKELY
TO BE INFILLED.
NEW MANITOU RED
CONCRETE FLOOR

REINFORCED COLUMN
HEAD AND SILL WITH
NEW FOUNDATION
WALLS ANTICIPATED

Hiawatha Gardens - Concept Engineering Recommendations

October 24, 2024

City of Manitou Springs

606 Manitou Avenue

Manitou Springs, Colorado 80829

Introduction

The concept engineering recommendations presented in this report are for the existing Hiawatha Gardens site located at 10 Old Mans Trail in the City of Manitou Springs. The existing site is situated on the north side of Fountain Creek adjacent to Memorial Park. The site contains the existing historic dance hall, and an asphalt paved parking lot.

The purpose of the concept engineering recommendations presented is to review existing and proposed infrastructure options to accommodate a concept level understanding of what options the City of Manitou will have to improve the Hiawatha Gardens site for their vision as a community center and mobility hub for the people of Manitou Springs. These recommendations will also assist with future detailed design and construction drawings following approval of a recommendation in this report. Previously, several concept level recommendations were presented and reviewed by City Council during a City Council meeting dated June 11, 2024. This meeting was intended to give City Council an overview of the possibilities for the overall site. City Council has requested further information about two (2) specific options prior to making a final decision.

~~**Option 2** is for the 100-year floodplain to be effectively removed from the existing Hiawatha Gardens Dance Hall building extents. This option requires improvements to increase the flood capacity within the Fountain Creek corridor and crossing under Old Mans Trail.~~

Option 4 is for the 100-year floodplain to remain as is, meaning that the Dance Hall will remain within a FEMA Zone AE Floodplain with Floodway. The existing Hiawatha Gardens Dance Hall will become an open-air pavilion (remaining within the floodplain) with additional improvements to the site, such as restroom facilities and storage to be placed outside of the floodplain north of the existing dance hall.

This report explores more specifically the floodplain channel improvements and ecological impacts on a conceptual level for option 2 and site drainage and grading for both options to work. GIS LiDAR contour data is being used for conceptual level recommendations.

Referred to as Option 2: Open Air Pavilion in Exhibit C



Floodplain Channel Improvements (Option 2)

Improvements to the adjacent stream are a major aspect of the proposed project to be considered for if the building should remain in the floodplain or be removed entirely. Because the building has historical significance and is being preserved, the proposed improvements in option 2 are to include measures to decrease Base Flood Elevations (BFEs) on the property with the intent to remove the historic building from the floodplain or lower the depth of flooding. In the case of removal from the floodplain, this would have the benefit of removing the requirement to pay flood insurance (though it would still be beneficial to pay at a reduced rate due to the proximity of the channel). If reduction of the floodplain elevation is all that is achievable, it will make protecting the building from flooding easier and make the flooding less damaging to the historic structure by reducing the depths and forces of the flood waters pushing on the building walls.

To achieve the necessary reduction in Base Flood Elevations (BFEs) and contain the 100-year flood flows within the adjacent channel, improvements to both the adjacent channel and existing culvert at Old Man's Trail will be required. The existing Fountain Creek corridor width will need to be increased to 50 to 80 feet wide. This can be achieved by grading to the south into the existing City owned parcel, currently an out of service Chase Bank. Retaining walls can be utilized as needed to minimize the footprint of disturbance. In addition, the capacity of the culvert at Old Mans Trail will need to be increased to pass the full 100-year flow to avoid flooding of the building due to sheet flow from Old Mans Trail being overtopped. The increased capacity could be achieved by raising the profile of Old Mans Trail and grading a floodplain bench on the north side of the channel west of Old Mans Trail. Additional culverts could then be placed within the expanded floodplain bench to pass flood flows. Potential channel improvements include in-stream drop structures such as sculpted concrete (see example, Figure 1) or boulder cross vanes and bank stabilization such as riprap, soil lifts, and revegetation. These measures provide added stability within the creek and limit future erosion to protect culverts, trails, retaining walls, and other infrastructure near the creek corridor.



Figure 1 Example Sculpted Concrete Structure

These improvements in the concept for option 2 have the added benefit of allowing potential pedestrian access to the creek and provide additional space within the corridor for a pedestrian trail along Fountain Creek with access to Memorial Park.

A conceptual design layout showing improved corridor retaining walls, culverts, and trails is included as Attachment 1 of this report. The proposed layout is based on the best available GIS LiDAR for the area. GIS LiDAR is known to be inaccurate within streams and areas of heavy vegetation, so some assumptions had to be made regarding retaining walls and channel improvements. Topographic ground survey within the channel will be required to verify the proposed design layout and produce construction drawings if this alternative is selected.

Floodplain Development Permitting in association with Fountain Creek Channel Improvements:

Fountain Creek through Manitou Springs is a mapped FEMA Zone AE floodplain, meaning there are regulatory floodplain and floodway delineations of Fountain Creek as well as BFEs. Construction within the floodplain and floodway limits of Fountain Creek are regulated in collaboration with FEMA, Colorado Water Conservation Board (CWCB), and the Pikes Peak Regional Building Department (PPRBD). Construction activity will require the project to obtain a Floodplain Development Permit (FDP) through the PPRBD. An FDP can be obtained through a no-rise certification, requiring modeling and documentation that show the improvements within the channel do not cause a rise over the proposed BFEs, or through a CLOMR if the proposed project will cause an increase in BFE. Regardless of permitting path, it will be in the best interest of the City of Manitou Springs to complete a LOMR following completion of construction. Upon final acceptance, the LOMR will update the regulatory floodplain, floodway, and BFEs based on the

~~constructed improvements. This step, although not always required, is recommended to remove the Hiawatha Dance Hall building from the regulatory floodplain limits.~~

Ecological Characterization Study

As part of the major development plan being proposed at Hiawatha Gardens, an Ecological Characterization Study was conducted per Manitou Springs Code of Ordinance 18.03.10.5 to document the natural features of the project area, evaluate wildlife use and potential movement corridors, identify prominent views, record patterns of native and non-native vegetation, and locate any wetlands or other notable water bodies. For this assessment, Matrix conducted a desktop analysis for known federal threatened and endangered species, critical habitats, potential presence of State Species of Greatest Conservation Need (SGCN), potential presence of migratory birds protected by the Migratory Bird Treaty Act (MBTA), and wetlands and waterways defined by the National Wetland Inventory (NWI) and National Hydrography Dataset (NHD). Additionally, Matrix staff conducted on-site inventories of native and non-native vegetation and a wetland delineation to confirm the presence or absence of wetlands on site. The full report can be found as an additional document provided by Matrix to help back this report called: Matrix Ecological Report Hiawatha Gardens, dated October 24, 2024.

The findings of this study identified design opportunities to protect vegetation in the project area to maintain habitat corridors, provide shade and aesthetic value to the property, and protect key characteristics such as views of Pike's Peak, the Manitou Incline, and access to Fountain Creek that add unique value to the project area. Based on the desktop analyses and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Future design and construction planning should consider the species and characteristics of the project area discussed in more detail below:

- The project area is located within a critical habitat designation for Mexican spotted owls (*Strix occidentalis lucida*); however, no adverse impacts are anticipated.
- Black bear (*Ursus americanus*)- and mountain lion (*Puma concolor*)-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by Colorado Parks and Wildlife (CPW).
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project.
- Due to the possible presence of the proposed endangered tricolored bat (*Perimyotis subflavus*) and the three identified migratory birds listed as Birds of Conservation Concern, broad-tailed hummingbird (*Selasphorus platycercus*), evening grosbeak (*Coccothraustes vespertinus*), and Lewis's woodpecker (*Melanerpes lewis*), trees should only be removed or thinned between October 15th and December 15th to prevent any "take" of those species or their habitats.



- This period for vegetation removal and thinning is also beneficial for the other bat species identified in the report.
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used for roosting during migration, mating, and pup-rearing periods. The project will require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion from USFWS; and
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

Site Drainage and Grading Improvements (Options 2 and 4)

For site drainage and grading, Matrix investigated how the site could be constructed on a conceptual level in such a way to accommodate either of the two (2) options presented to City Council without impacting the floodplain. The grading shown in the exhibit below for the site can be used in either option with the adjustments to the grading being along Fountain Creek for either option. The conceptual grading is intended to drain around both sides of the existing Hiawatha Dance Hall building utilizing rain gardens and permeable pavers before conveying into Fountain Creek. The concept site grading and drainage is also looking at balancing the site to not raise the existing Base Flood Elevation (BFE). The exhibit included in Attachment 3 of this report shows conceptually how the site can be graded to use these features effectively while maintaining the floodplain base flood elevations in either option. The exhibit shows the proposed floodplain channel improvements for option two (2) but can be implemented in either option by tying into existing grades along Fountain Creek for Option four (4).

The proposed Hiawatha Gardens grading improvements proposed are anticipated to disturb more than one acre; however, the proposed site improvements fall under the redevelopment classification discussed in Chapter 3, Section 6.4.2 of the Drainage Criteria Manual. This classification does not require provision of full spectrum detention if the downstream infrastructure has capacity for the site's storm water runoff. Because the site is adjacent to the stream, the storm water runoff discharge from the site will generally enter Fountain Creek prior to it reaching its peak flow, and, therefore, the downstream infrastructure is more than adequate to handle the site runoff after the proposed improvements have been constructed for either option. Further, we anticipate the proposed improvements for the site to increase the amount of green space and available infiltrative capacity for the site, thereby improving the site drainage conditions over the existing condition.

Treatment of the water quality event (80% Probability Event) is also required by the Drainage Criteria Manual for runoff from proposed site improvements (i.e., pavement and sidewalk). Typically, this is achieved by discharging the water quality control volume of over 40 hours via a steel flow control plate on the detention facility's outlet structure. For the proposed site drainage and grading improvements Matrix is proposing bioswales and permeable pavers to achieve this requirement.



The options considered are surface or below grade water quality and runoff reduction via bioswales and/or vegetated buffer spaces. There is also the potential for use of pervious paver systems in the proposed pedestrian spaces, so they are included as an option. It is anticipated that the final design will include multiple different treatment types depending on their viability for different portions of the proposed improvements.

Bioretention and Vegetated Buffer Spaces:

Bioretention: The other use of vegetated spaces is for bioswales. The Drainage Criteria Manual describes this type of water quality treatment as “depressed landscaping areas designed to capture and filter or infiltrate the water quality capture volume” (WQCV). The concept for the site utilizes vegetated spaces or islands within the parking lot to provide treatment volume for the water quality event. This, in combination with the vegetated buffers, is the preferred choice for water quality treatment on the site because the bioretention areas can double as an amenity, providing the site with pleasant planting areas which beautify the site. For this concept, all impervious areas east of the dance hall, including the eastern half of the building (1.15 acres), will receive water quality treatment via bioretention and vegetated buffer spaces. The rain garden and landscape areas shown on the included exhibit will provide the necessary area and volume to provide water quality treatment for the tributary area. Below is an image of a typical bioswale courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

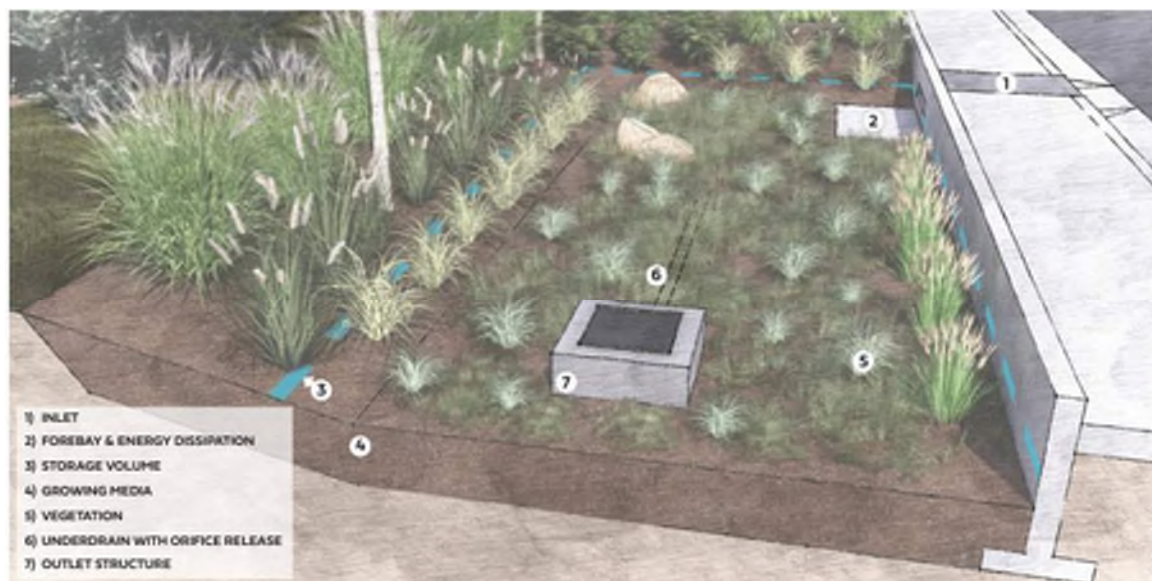


Figure 2 – Bioretention concept (Mile High Flood District)

Permeable Pavers:

Permeable pavers are an option to increase the permeability of paved areas while keeping the pavement typically for pedestrian use. Additionally, water quality storage areas in the crushed stone area below the pavers can be used to provide water quality treatment for the tributary area. This option might benefit the pedestrian area on the west side of the dance hall and serve as a means to provide water quality for that area while maximizing the available space for pedestrian use. With this proposed concept, the site will utilize permeable pavers for water quality on the west side of the building by grading a portion of the north parking lot to flow through the permeable paver area. A minimum footprint of 2,500 square feet will be necessary to provide water quality treatment for the western portion of the site. The area tributary to the permeable pavers is expected to be approximately 0.54 acres. Below is an image of a typical permeable paver section courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

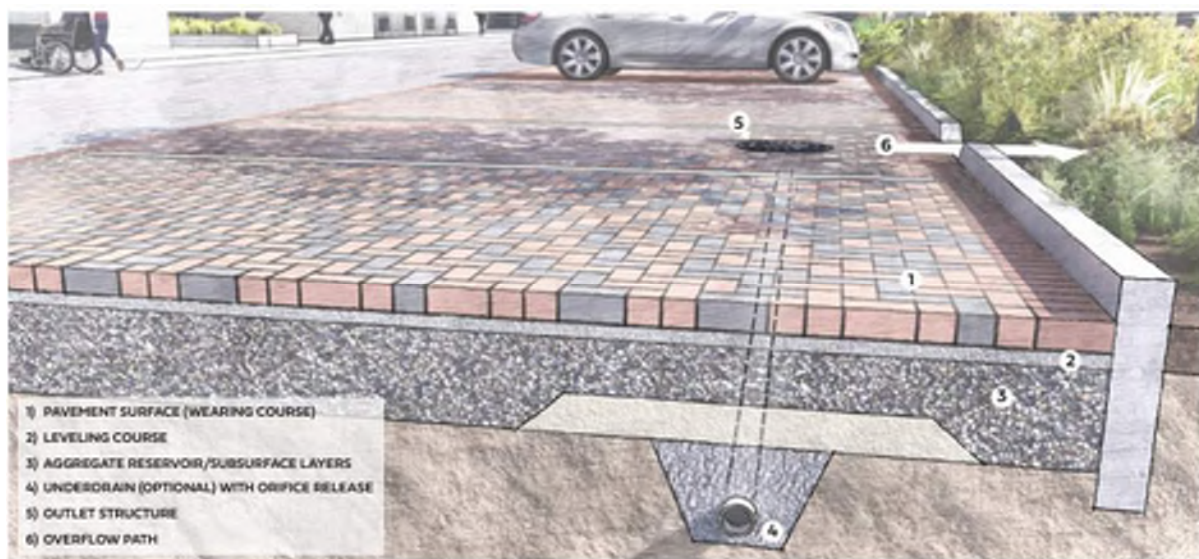


Figure 3 – Typical Permeable Paver Section (Mile High Flood District)

Appendices

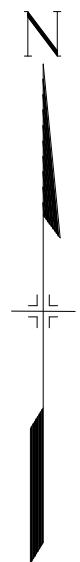
1. ~~Floodplain Channel Improvements Exhibits~~
2. ~~Floodplain Channel Improvements Renderings~~
3. Site Drainage & Grading Improvements

Not provided as does not include information regarding the option selected by City Council on 12/3/2025

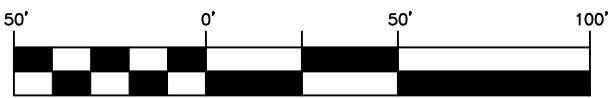
Site Drainage & Grading Improvements



PRELIMINARY
NOT FOR CONSTRUCTION



GRAPHIC SCALE

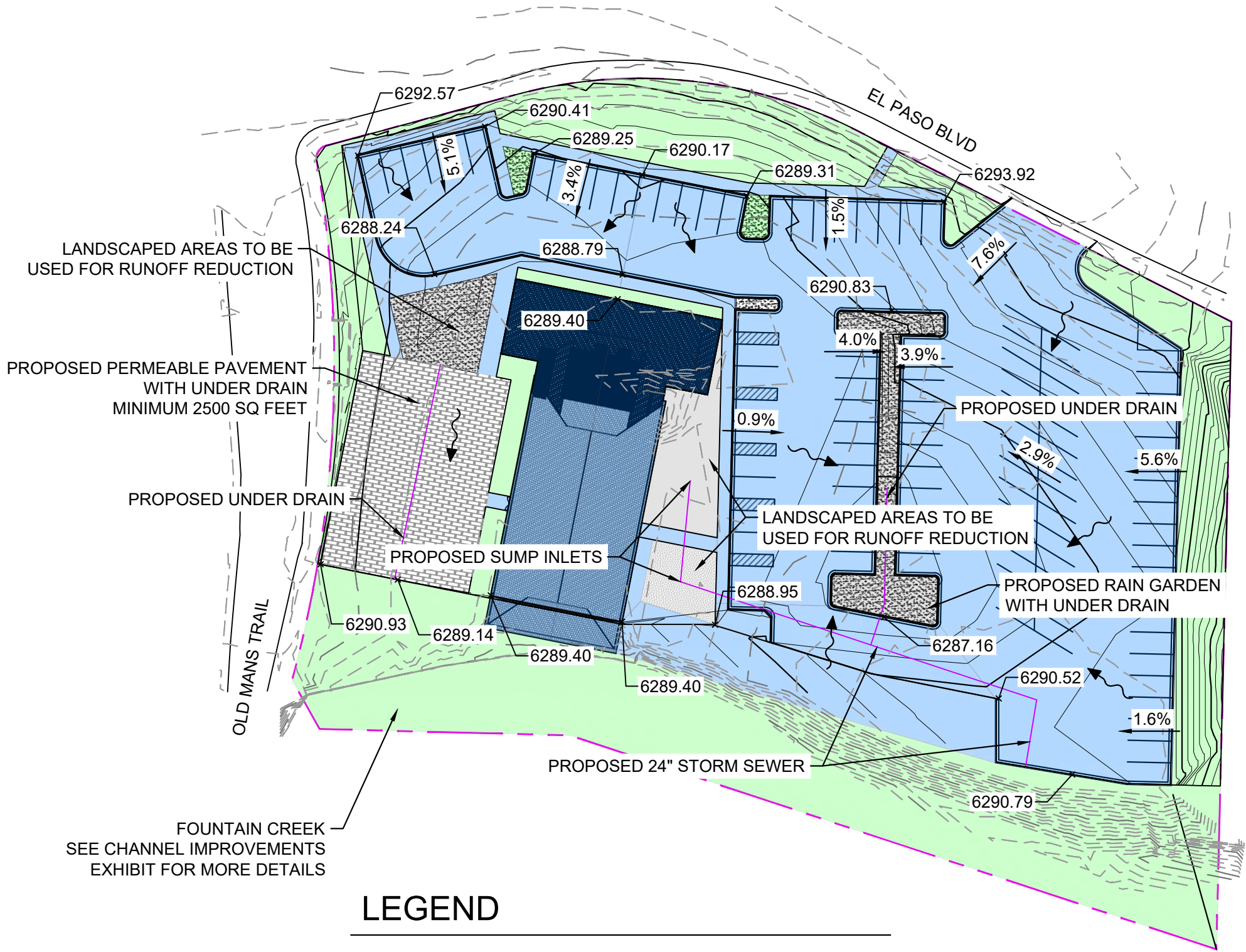


(IN FEET)
1 inch = 50 ft.

HIAWATHA GARDENS

2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
Contact:
Phone (719) 575-0100 | Fax (719) 575-0208

SITE PLAN WITHOUT
CHANNEL IMPROVEMENTS



LEGEND

- PROPERTY BOUNDARY LINE
- IMPERVIOUS AREA
- PERVIOUS AREA
- PERVIOUS PAVEMENT
- WATER QUALITY TREATMENT AREAS

HIAWATHA GARDENS RENOVATIONS AND ADDITIONS

STRUCTURAL DESIGN NARRATIVE

OVERVIEW

The project focuses on the renovation and partial restoration of the Hiawatha Gardens dance hall pavilion constructed in the early 1900's. We have been asked to provide conceptual level structural consulting services relative to two Options. ~~Option 1 consists of developing an enclosed pavilion with an addition, and implementing measures to divert any flood waters from the adjacent creek from the site.~~ Option 2, consists of developing an open pavilion, without walls, and allowing access of the flood waters of the nearby creek to partially flow over the footprint of the pavilion. Option 2 also includes a new small stand-alone building located on the north end of the site out of the flood waters. Please refer to the Architectural Narrative and drawings for more detailed information on the design concepts for the two Options.

For each option, the structural scope of review includes a preliminary assessment of the gravity and lateral load resisting elements and systems of the Pavilion and providing conceptual design recommendations for improvements to allow the building to continue to serve in the intended capacity safely under current building codes. For each option, we also will provide a conceptual design narrative of structural systems for the new addition and stand-alone building.

Our concept design is based on two observations of the structure, review of the materials made available to us by the City of Manitou Springs, and our experience with other similar structures. The building appears to have been subject to a number of modifications over the years, most involving adding and removing one-story building additions abutting the original pavilion building. The original construction drawings for the pavilion were not available.

In its current state, there is a crawl-space under the ground level wood framed floor system, without a perimeter foundation wall in most places. Masonry piers are located at the perimeter and interior supporting wood girder lines. There is a partial stone foundation stem wall at the north end of the pavilion. The upper part (ridge with gable ends) of the roof is framed with pre-engineered wood trusses, based on documentation that was made available to us. These upper trusses span to beams that load the first interior panel points of the queen trusses. The primary roof framing in the short axis of the building (East-West) consists of queen trusses at approximately 16' on center clear spanning the width of the building supported on round or square timber posts at each end. The truss posts appear to be situated on wood piles driven into the earth. The truss chords and compression web elements are made up of 5 ply 2x10 (1 ½ x 9 ¼) wood members. The tension web elements are 1.25" diameter steel rods. The perimeter bay of roof framing, on each side, consists of 2x8 rafters at 24" o.c. spanning from a beam located atop the first panel point of each queen truss to a wood beam and post perimeter bearing framing line. This perimeter roof bearing wall assembly is independent of the trusses. The intermittent perimeter bearing line posts are supported by wood girders in the crawl space. The original pavilion building is approximately 19,000 SF.

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Key issues identified in our review for both options include, an incomplete competent foundation system, the general lack of a main lateral force resisting system to resist wind and seismic loadings, and the limited capacity of existing wood framing members to resist current prescribed gravity loads.

This conceptual structural narrative has been prepared to give the City, Consultants and Contractors a general overview of the structural scope for this project.

DESIGN STANDARDS, LOAD CRITERIA AND MATERIALS

Design Standards

- 2021 International Building Code (IBC), Local Amendments per PPRBD
- 2021 International Existing Building Code (IEBC)
- ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ACI 318-19 Building Code Requirements for Structural Concrete
- ANSI/AISC 360-16 Specification for Structural Steel Buildings
- AWC National Design Specification (NDS) 2018
- AWC Special Design Provisions for Wind and Seismic (SDPWS) 2021
- TMS 402/602-16 Building Code Requirements and Specification for Masonry Structures

Load Criteria

- Risk Category III (Assembly)
- Office space: 50 psf
- Restrooms: 60 psf
- Corridors, Stairs, Public Spaces: 100 psf
- Ground snow load: 43 psf
- Flat Snow: 30 psf (plus drifting), $I_s = 1.1$, Thermal Factor Unheated Stru. = 1.2
- Wind: Vult = 135 mph (3-second gust), Exposure C
- Seismic: ($S_s = 0.185$, $S_1 = 0.059$) Seismic Design Category C, $I_e = 1.25$

Material Strengths (Concrete)

- Normal-weight with $\frac{3}{4}$ " maximum aggregate and Type IL cement assumed
- Footings: $f'_c = 3,000$ psi, $w/c = 0.52$
- Foundation stem walls and pilasters: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Pavilion slabs on grade: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Reinforcing steel: ASTM A615 Grade 60

Material Strengths (Masonry)

- Structural Concrete Masonry Units (CMU) shall be standard, lightweight, 8-inch or 12-inch (nominal) x 8-inch x 16-inch concrete units and shall conform to ASTM C90.
- Type S mortar, typical

- Minimum compressive strength of all masonry wall prism assemblies (f'm) shall be 2,000 psi based on net bedded area.
- Reinforcing steel: ASTM A615 Grade 60
- Strength testing of assembled prisms is required.

Material Strengths (Steel)

- Wide flange shapes: ASTM A992, 50 ksi yield
- Plates, channels, and angles: ASTM A36, 36 ksi yield
- Hollow structural section (HSS) Shapes: ASTM A500 Grade C, 50 ksi yield
- Framed beam connections shall be bearing type w/ snug tight ASTM F3125 bolts
- Anchor rods: ASTM F1554 Grade 36
- Welding electrodes: E70XX

Material Strengths (Wood)

- Dimensional Lumber, S4S Douglas Fir-Larch No. 2 and Better
- Solid Timber Beams and Posts Douglas Fir-Larch No. 1 and Better
- Plywood and OSB Sheathing APA Rated. Roof Sheathing, 15/32", APA 32/16 Nailed. Wall Sheathing: 7/16", APA 24/16 Structural 1 Panel, Blocked and Nailed.
- Performance design specified Light-Metal-Plate-Connected Wood Trusses
- Reference material used for existing framing Hem-Fir, No. 1 or better, 2" and wider

Geotechnical Information

- Geotechnical Engineering Report for Hiawatha Gardens Additions, April 27, 2023, by Granite Engineering Group, GEG Project No. 222-157

~~Option 1 – Enclosed Building with Addition.~~

~~See the Architect's report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.~~

~~Foundation System Pavilion~~

- ~~• The existing pavilion building currently is lacking a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 18" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, install a new 10" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. In~~

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this option, the existing framed floor perimeter girder will be removed. The floor joists will rest on a treated wood nailer, sitting (bolted) to a 4" wide ledge on the inside of the stem wall. See Detail 1/S501.

- See below regarding new footings and pilasters associated with queen truss columns and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- The majority of the existing floor framing consists of 2x10 joists at 16" o.c. spanning east-west, supported on 5 1/4 x 10 wood girders set approximately 10.5' apart. There are typically 5 joist bays across the width of the building, with variations in spacing. Locally some joist spans may exceed our 10.5' design basis, these may need further review in the upcoming phases. The girders span to 16" x 16" masonry piers at approximately 13' o.c. Seated on the joists are two layers of 3/4" thick x 5" wide wood decking, the top one oriented perpendicular to the joists, the bottom layer at a 45 degree angle to the joists. Note, that this is a general description of the typical system in the majority of the floor area observed. There are 12 to 16 areas where anomalies occur, including compromised members, added wood support posts, sistered members, make-shift added girder lines, etc. The budget should include an allowance for review and repair of the wood framed floor system.

Our calculations indicate that the existing girders are not capable of supporting the 100 psf live load required for an assembly usage. The remaining members appear to have adequate capacity in their current configuration, subject to a more thorough review of the condition of all of the existing wood members in the next phase of the project. We recommend adding a line of girder framing mid-way between each of the existing girder lines (5 new lines). This may consist of new W10 x 22 steel beams, supported on new HSS4x4x1/4 posts and concrete footings at 16' o.c. max. The pad footings will be 3' x 3' x 12" thick with 4-#4 bars, each way, bottom.

Gravity Load Resisting Framing Improvements Pavilion

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof rafter supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of

the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W14x53 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and an 8' x 8' x 18" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See the roof plan notes and Detail 3/S501.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S501.

New Building Addition

- The perimeter foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- At column locations pad footings will be used, ranging in size from 4' x 4' x 12" to 10' x 10' x 24", depending on the final framing configuration.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The primary structural system will be steel framed with beams and posts (estimate 10 psf), supporting pre-engineered wood trusses at 24" o.c. with plywood sheathing. Lateral load resistance will be provided using a combination of interior and exterior plywood sheathed 2x6 wood stud walls, with the studs spaced at 16" o.c.. Account for a minimum of five 12' long sections in each direction, uniformly distributed throughout the floor plan.

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Flood Mitigation Measures

- Flood mitigation measures will include the addition of culverts parallel to the creek under Old Man's Trail road to allow flood water to remain in the creek bed. In addition, concrete retaining walls will be added on each side of the creek to contain flood waters within the creek bed and off the building site.
- The southern-most bay of the pavilion will be removed in this option.
- We understand that three 10'x10' culverts are recommended. The culverts will support Old Mans Trail. They will have 16" to 20" thick walls typical, and will support a retaining wall above at each end to maintain the roadway base. There will be a scour skirt on the leading edge. See the Civil and Architectural site plans for additional information. See Details 2/S504 and 4 /S504.
- Retaining walls will vary in height, with the south creek wall having an expected height of 16' tall, and the north creek walls varying in height from 8' to 10' depending on their location. See the Civil and Architectural site plans for additional information. See Details 1/S504 and 3/S504 for example retaining wall sections indicating dimensions based on the height of the earth retained.
- The provided details are conceptual in nature only, they are provided to illustrate the general arrangement of reinforcement and wall geometry relative to the height of retained earth. They are not intended for final construction coordination or detailed quantity estimates.

Option 2 – Open Building with Separate Addition.

See the Architects report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.

Foundation System Pavilion

- The existing pavilion building lacks a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing Install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 1/S502.
- See below regarding new footings and pilasters associated with queen truss column and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- To mitigate the impact of flood waters flowing over the building foot print, we recommend the removal the existing wood framed floor system, in-filling the crawl space with compacted structural fill or flow-fill, and installing a 5" thick mildly reinforced concrete slab-on-grade, reinforced with #4 bars at 16" o.c. each way at mid-depth. See Detail 1/S502.

Gravity Load Resisting Framing Improvements

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof purlin supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W12x45 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and a 7' x 7' x 16" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See plan notes and Detail 3/S502.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S502.

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New Stand Alone Building (Lavatories and Storage)

- The foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, Install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The exterior walls will be load-bearing 8" CMU with #5 vertical bars at 32" o.c. and horizontal joint reinforcing at 16" o.c.
- The roof will be framed with TGI roof joists at 16" o.c., with plywood roof decking.

REFERENCE ATTACHED DRAWINGS**Overview**

To help support and expand on the narrative, a partial layout of structure at a representative area at the floor/foundation and roof levels is included in the attached drawings.

Drawing list:

- S101 – Partial First Floor/Foundation Plan and Partial Roof Plan
- S501, S502, S503 and S504 – Detail Sheets

Please contact JVA, Inc. with questions about this concept structural narrative.

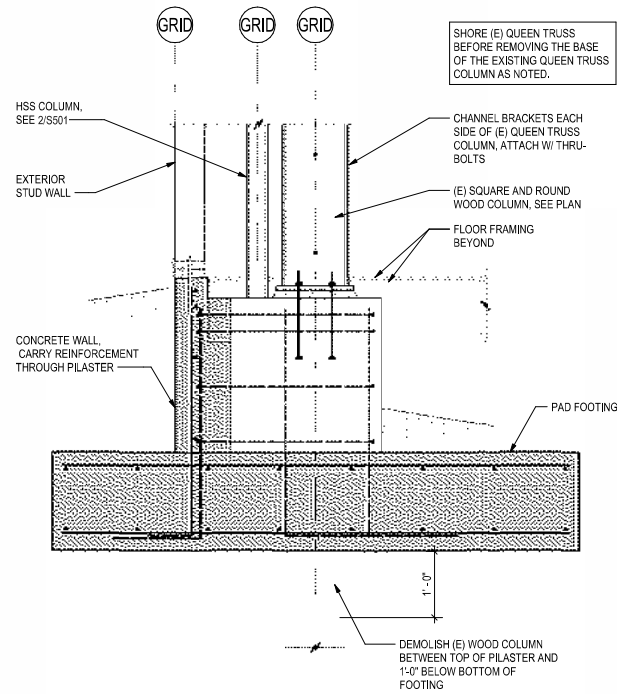
Katharine C. Athens, P.E., S.E., Sr. Project Engineer

Paul J. Hause, P.E., Principal

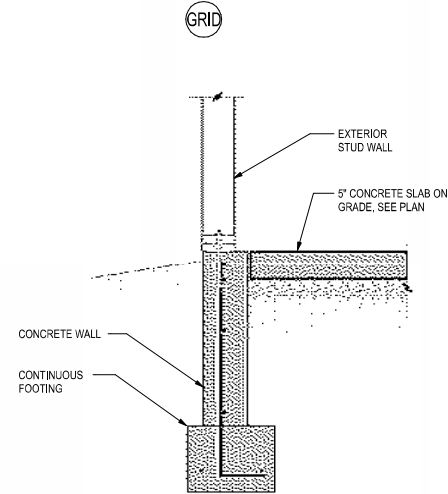
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Denver, CO 80202

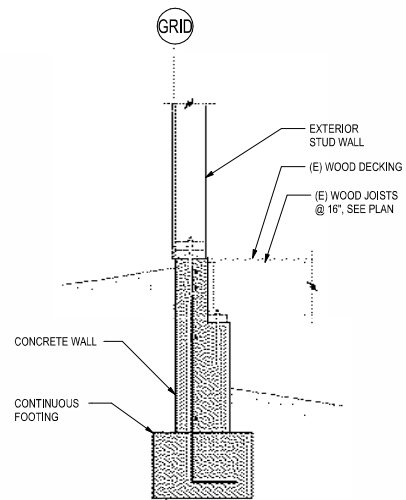
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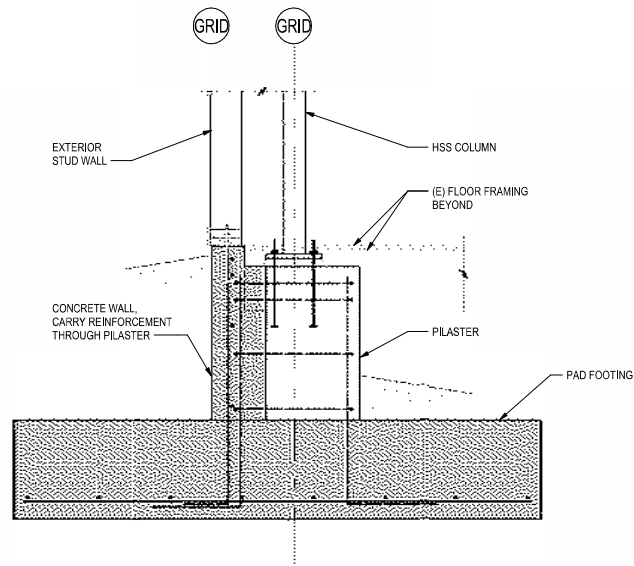
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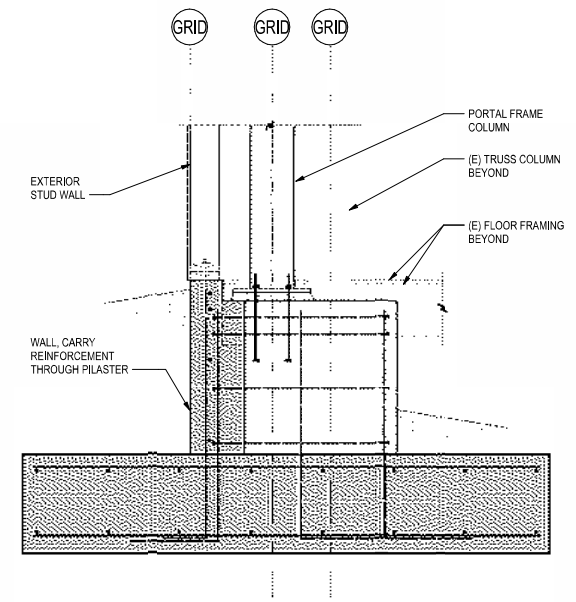
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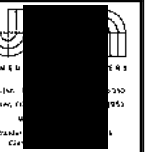
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S501 NO SCALE



2 EXTERIOR SUPPORT - ENCLOSED
S501 NO SCALE



3 PORTAL FRAME - ENCLOSED
S501 NO SCALE



REVISIONS NO.	DATE	DESCRIPTION

DESIGNED BY:	PJHKCA
DRAWN BY:	KCA
CHECKED BY:	PJH
JOB #:	241044.STR
DATE:	10/24/24
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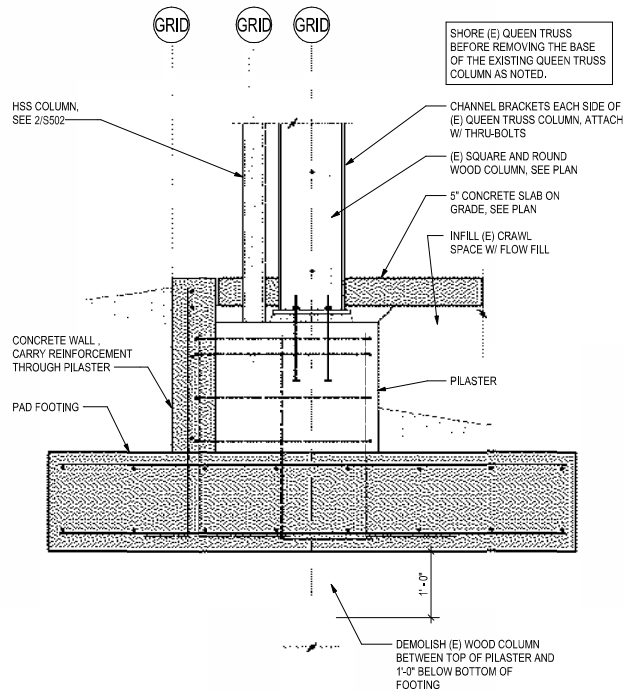
HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DETAILS - OPTION 1

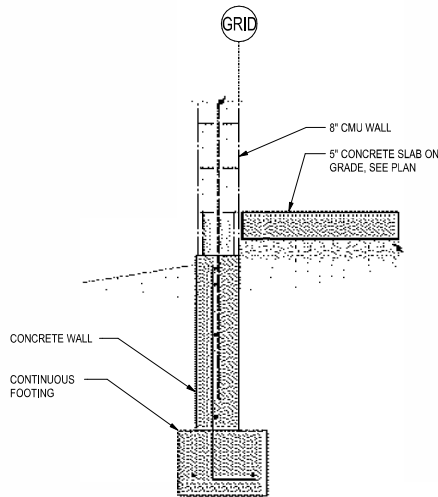
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SHEET NO.

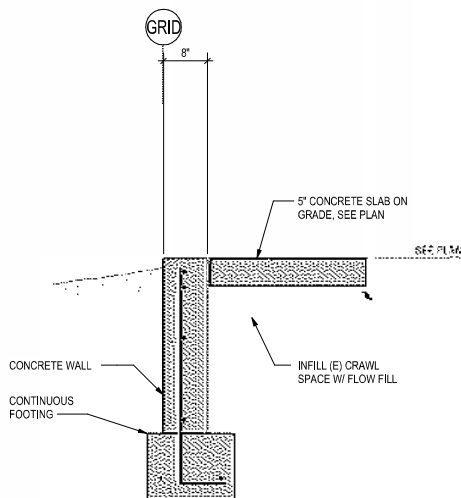
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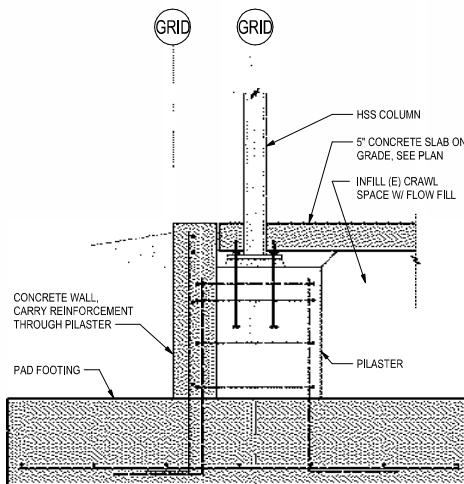
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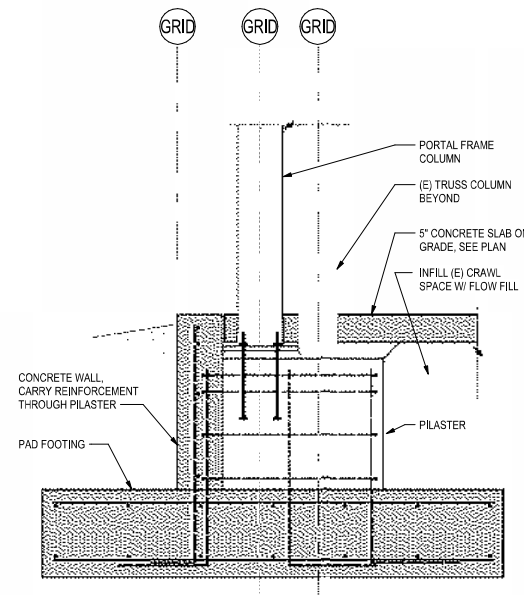
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1 FROST WALL - OPEN
S502 NO SCALE



2 EXTERIOR SUPPORT - OPEN
S502 NO SCALE



3 PORTAL FRAME - OPEN
S502 NO SCALE



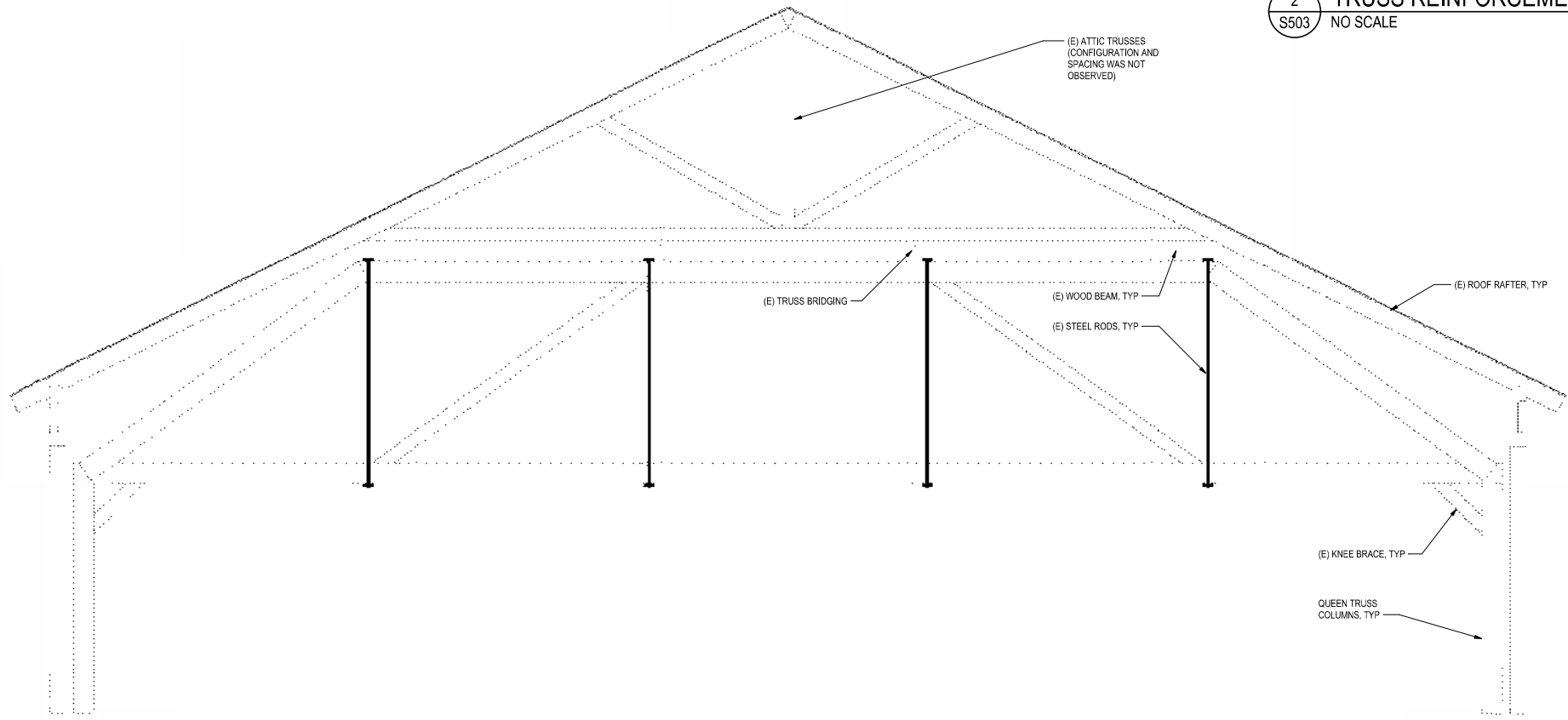
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NO. DATE DESCRIPTION

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DRAWN BY: KCA
CHECKED BY: PJH
JOB #: 241044.STR
DATE: 10/24/24
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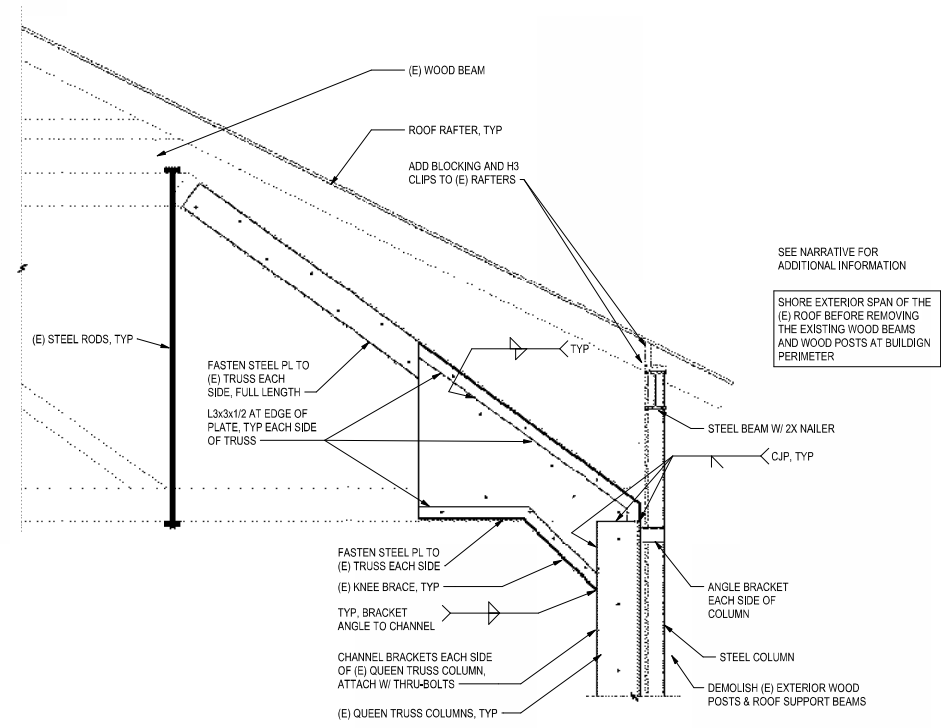
HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829
CONCEPT DETAILS - OPTION 2

SHEET NO.
S502

1
S503
EXISTING QUEEN TRUSS SECTION
NO SCALE



2
S503
TRUSS REINFORCEMENT
NO SCALE



CONCEPT DESIGN

REVISIONS

NO. DATE DESCRIPTION

DESIGNED BY: PJHKCA

DRAWN BY: KCA

CHECKED BY: PJH

JOB #: 241044.STR

DATE: 10/24/24

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HIAWATHA GARDENS DANCE HALL

10 OLD MAN'S TRAIL

MANITOU SPRINGS, CO 80829

CONCEPT DETAILS - ROOF REINFORCEMENT

(OPTION 1 & 2)

SHEET NO.

S503

CONCEPT DESIGN

REVISIONS

NO. DATE DESCRIPTION

DESIGNED BY: PJHKCA

DRAWN BY: KCA

CHECKED BY: PJH

JOB #: 241044.STR

DATE: 10/24/24

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10 OLD MAN'S TRAIL

MANITOU SPRINGS, CO 80829

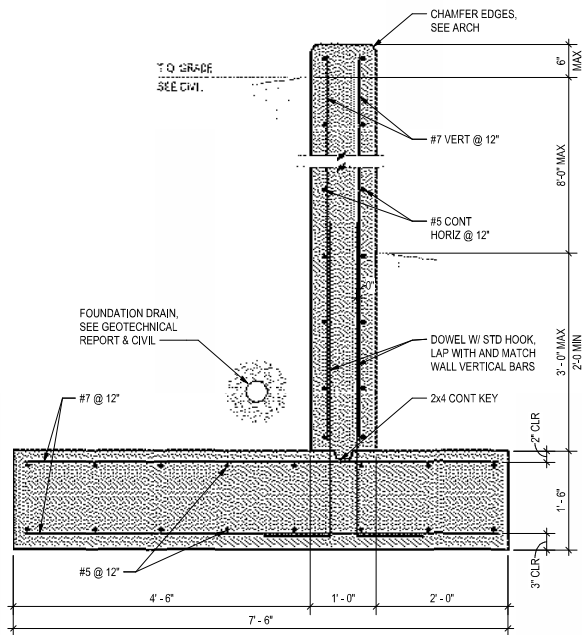
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(OPTION 1 & 2)

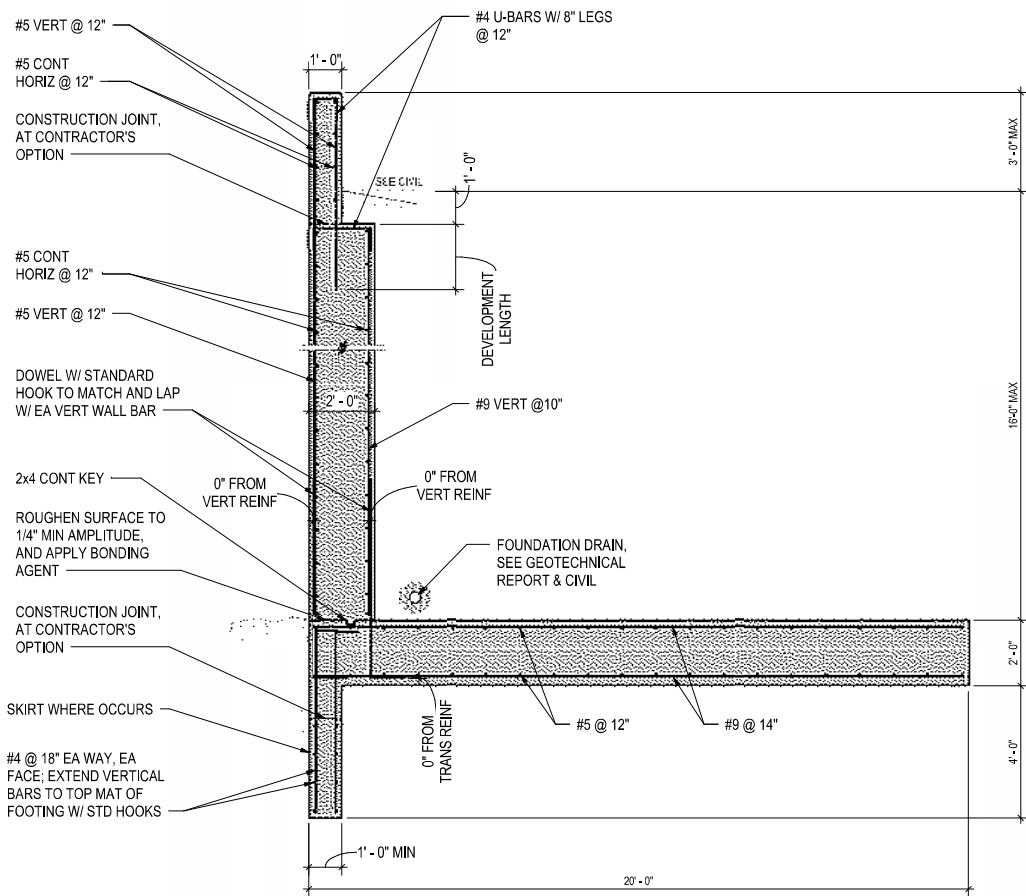
SHEET NO.

S503

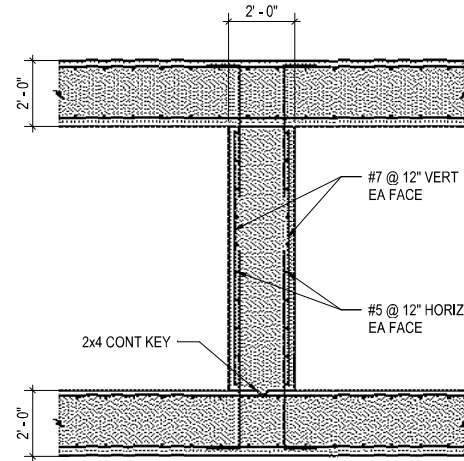
Page 468 of 1671



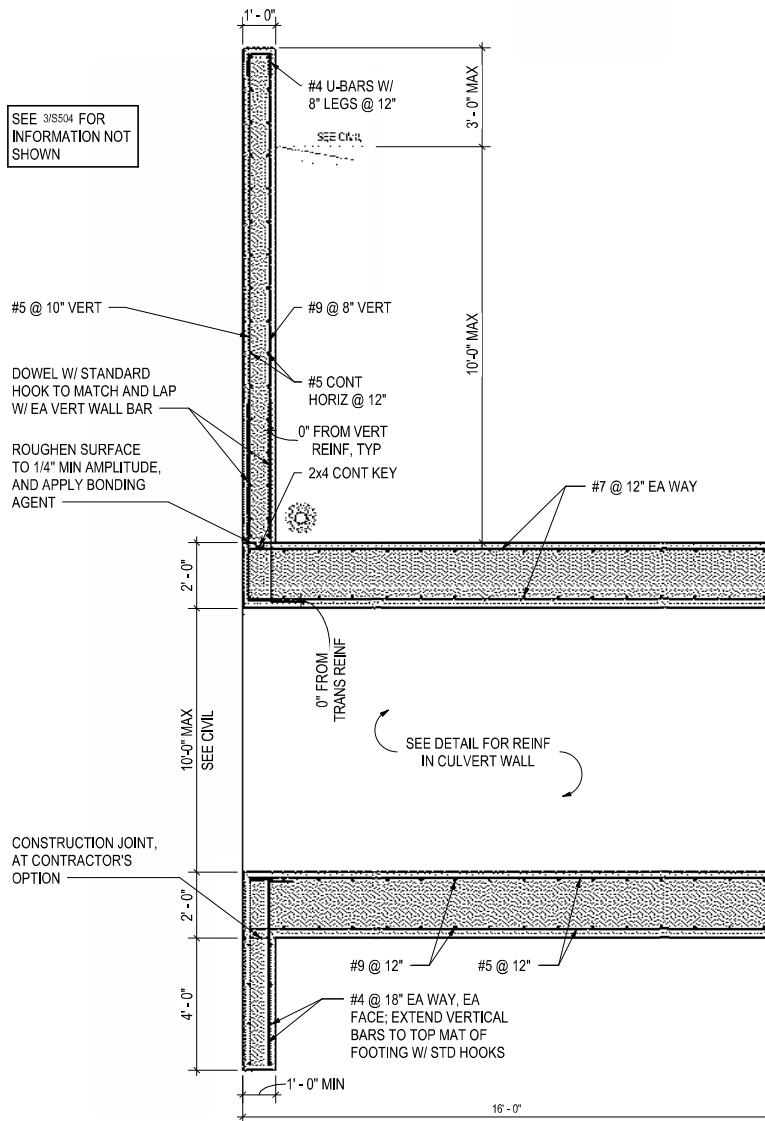
3 RETAINING WALL - NORTH SIDE OF CREEK (10'-0" MAX)
S504 NO SCALE



1 RETAINING WALL - SOUTH SIDE OF CREEK (16'-0" MAX)
S504 NO SCALE



4 TYP CULVERT SECTION
S504 NO SCALE



2 RETAINING WALL AT CULVERT
S504 NO SCALE



REVISIONS
NO. DATE DESCRIPTION

DESIGNED BY: PJHKCA
DRAWN BY: KCA
CHECKED BY: PJH
JOB #: 241044.STR
DATE: 10/24/24
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HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DETAILS - FLOOD RETAINING WALL
AND CULVERT DETAILS (OPTION 1)

SHEET NO.
S504



**Hiawatha Gardens Remodel
Manitou Springs, Colorado
Electrical SD Narrative**

Project Description:

This narrative is to provide some outline design ideas for the historic Hiawatha Gardens Dance Hall in Manitou Springs. The architect has proposed two options. ~~Option one is an enclosed structure with an attached addition for restrooms, utility, storage, meeting room and kitchen.~~ The second is an open air dance hall that is covered but open on the sides with a detached restroom, utility, and storage building. The narrative will look at the different electrical systems and break down the design into three sections. One where both options share the same solution and then separate option one and option two sections where systems will differ.

The codes used for the basis of this design narrative are the 2021 IBC, 2021 IECC and the 2023 NEC.

Electrical Service:

Both Options

The electrical service for this building is an existing 240/120V, single phase, three wire system. It only appears to be feeding a few cameras attached to the exterior of the dance hall so it's a very limited service. The existing service is fed overhead to an exterior mounted meter and panel mounted to a post adjacent to the building. Since this appears only to be for cameras a new service will be needed for both options one and two to serve new electrical loads for the building. Coordination with the utility company will determine any new routing required to get the new larger service to the new service entry location.

Electrical Distribution:

Both Options

The existing service panel and meter can be removed. This will no longer be needed as it is undersized. No electrical panels were observed inside the dance hall, but if any are found they should also be removed.

Option 1 Enclosed

~~Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 400 amp cold sequence disconnect. Provide a 400 amp, 240/120V, single phase, three wire service. From this 400 amp main disconnect feed a 400 amp panel in the utility room. This panel should be a two section, 84 circuit, panel to serve all branch circuits of the building. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.~~

Option 2 Open Air

Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 200 amp cold sequence disconnect. Provide a 200 amp, 240/120V, single phase, three wire service. From this 200 amp main disconnect feed a 200 amp panel in the utility room. The panel located in the utility room will feed the restroom core electrical loads. This panel will also serve a sub panel located in the dance hall structure to serve the electrical branch circuits in the dance hall. This should be a 100 amp, 240/120V, single phase, three wire panel with 42 circuits. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.

General Power:

Both Options

All existing conduit, switches, lights, junction boxes and receptacles should be removed from the existing dance hall.

Provide a quad receptacle at all column locations in the dance hall for general use.

Provide a single duplex mounted at +48" in the storage room.

Provide one GFCI duplex, mounted above counter, in each bathroom near the sinks.

Provide a GFCI duplex with a weather proof in use cover at all exterior doors.

Option 1 Enclosed

Provide four duplex outlets in the hall between the dance hall and restroom core area.

Provide a duplex every 12' around the perimeter of the meeting room. Provide a duplex on the south wall mounted at 6' AFF for a TV. Provide three GFCI duplex outlets mounted above the counter in the meeting room. Provide a dedicated GFCI duplex for a small under counter refrigerator in the meeting room. Provide a recessed floor outlet in the center of the meeting room.

Provide a NEMA 14-50R receptacle for a range in the kitchen. Provide a dedicated duplex for a refrigerator. Provide a dedicated duplex for a combination microwave/hood above the range. Provide four GFCI above counter duplex outlets for general kitchen loads. Provide two general purpose duplex outlets in kitchen.

Option 2 Open Air

Devices in the open air dance hall should be GFCI.

Mechanical Equipment:

Both Options

Provide power to an 18KW water heater.

Provide power to all small mechanical loads such as a circulation pump for the hot water, exhaust fans for the restrooms.

Option 1 Enclosed

Provide power to two rooftop units, a 12.5 ton and a 25 ton unit. Provide power to 0.5KW radiant heaters in the exterior accessed restrooms as well as a 1.0KW radiant heater in the utility room.

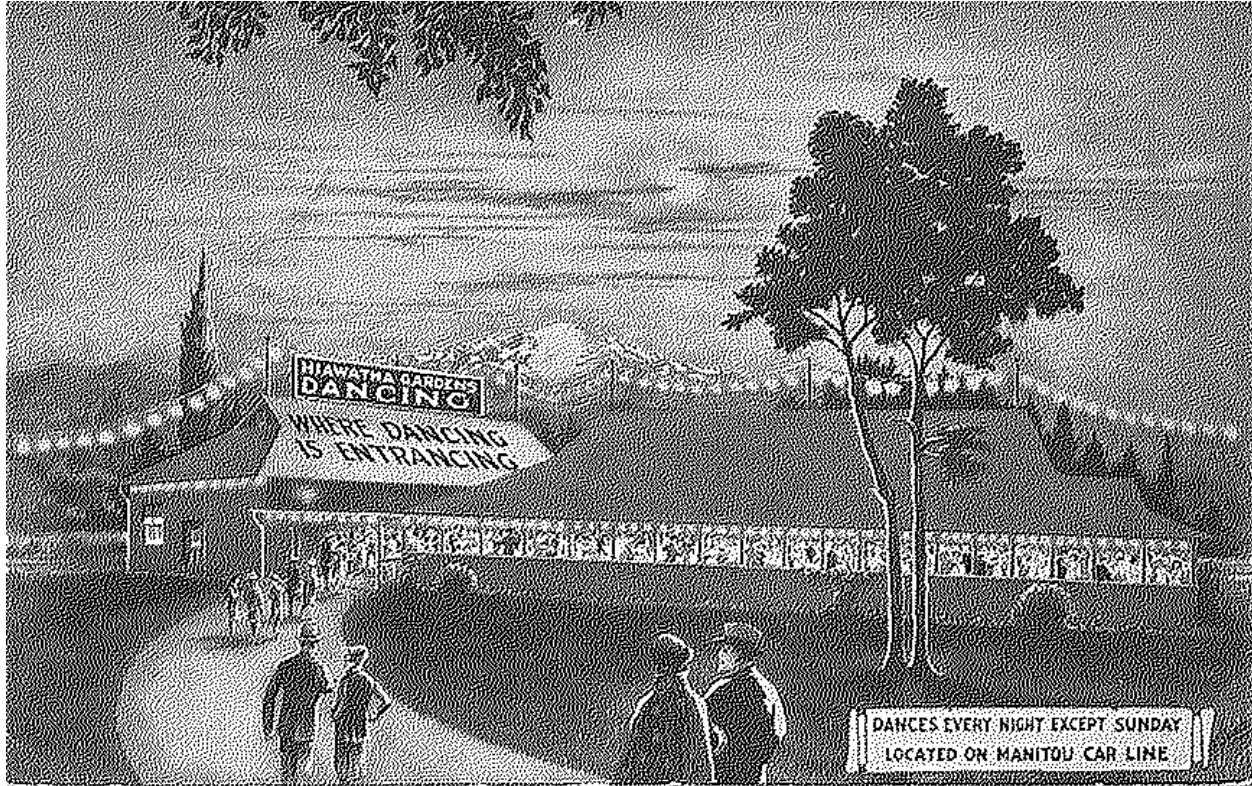
Option 2 Open Air

Provide power to radiant heaters located in the restrooms. Each heater will be 750W. The family restrooms will require a single heater each and the larger gendered restrooms will each require three heaters. Provide power to a 750W unit heater in the utility room. Provide power to three ceiling fans in the dance hall.

Lighting & Lighting Controls:

Both Options

Provide string lights around the perimeter of the building under the eave to provide a similar look to the picture below. Light fixture similar to Tivoli Lightsphere 2.0.



Strig Lights Under Eave

Backlight the letters of the roof mounted sign using exterior rated tape light. Use a tape light similar to Kelvix static white UNIX-WL series.

Provide an emergency egress light above each exterior egress door. Similar to Lithonia AFN series.

Egress lighting will be provided by a central inverter that will power select light fixtures when power is lost. This inverter will be mounted in the electrical room. Anticipated size is probably two 525VA inverters similar to Evenlite Liteminder series #LM-52-LC-V1. Provide exit lights at all exit doors. Similar to Lithonia LQM series.

Provide simple 4' LED strip lights for the utility and storage rooms. These can be controlled by a wall mounted motion sensor with an on/off switch. Provide strips similar to Lithonia CSS series.

Restrooms will remain open to the public and accessible from the outside so the lighting and lighting control in these spaces should be vandal resistant. A simple linear LED fixture like Luminaire LED #CLF7L would work well. These fixtures are pretty minimum for a vandal resistant option while also able to house motion sensors inside the fixture so that lights are auto on and off from a sensor that is also vandal resistant and hidden within the fixture. For the small individual restrooms a single unit in the center should be fine while in the larger restrooms a row over the stalls and another row at the vanities will be required.



Restroom Linear

Provide three layers of light in the main historic dance hall. These layers are decorative pendants mounted between the trusses, wall sconces around the perimeter and an LED uplight hidden on the top of the beams to uplight the structure. The uplight should be a simple tape light in a small channel similar to Kelvix CH channel. The pendants and sconces should be decorative fixtures appropriate for the time period. An example of each is shown below. Refer to the lighting layout in the corresponding schematic plans provided with the narrative This layout is for option #1, option #2 will have a similar layout just less cope with no kitchen and multipurpose room.



Dance Hall Pendant



Dance Hall Sconce



Truss Mounted Channel Uplight

Provide a lighting control dimming system similar to Lutron Athena with Energi Savr modules to dim and control the dance hall and exterior lights. Each layer of light should be controlled on its own dimming zone. A touch screen control station to control the lights in the dance hall should be coordinated with the owner. The touch screen should have preset scenes as well as a manual option to set up a custom scene.

The exterior lighting shall be auto on and auto off using a time clock and photosensor connected to this same lighting control system, these lights just wont need to be dimmed.

~~Option 1 Enclosed~~

~~For the hall to access the restrooms that will remain open a round vandal resistant light fixture shall be used. This will have a motion sensor in it behind the lens to turn lights on and off automatically. Fixture shall be similar to Luminare LED #ARV13.~~



Restroom Hall Vandal Resistant

For the halls connecting the new addition to the historic dance hall provide surface mounted period style fixtures. This will help tie the new space into the historic dance hall. These lights will be controlled with the same Lutron control system as the dance hall and just be placed on their own zone.



Ceiling Surface Mount

For the multipurpose room provide a combination of the period wall sconces and surface mounts found in the hall and dance hall. It will probably be helpful to include small aperture, 3" or 4" recessed downlights as well to help boost light levels in this room making it more flexible for uses that will require higher light levels. The lighting controls should be local dimmers that control the sconces, decorative ceiling and recessed downlight separate. Motion sensors shall be placed in the space to make sure lights go off when the space is not occupied.

For the kitchen provide a lensed LED recessed troffer providing 50 footcandles of light required by the health department. A simple troffer like Lithonia #BLT is an example. The lighting controls will be a dimmer switch at the door with ceiling mounted motion sensors to make sure lights are off when the space is not occupied.



Kitchen Troffer

Option 2 Open Air

Provide a recessed step light in all planting beds between the dance hall and the bathroom core to provide a soft glow of light. Provide a step light similar to Ligman type URA-40691. These should be controlled with the string lights around the exterior of the building and be auto on/off.



Step Light

The sconces used in the open air version of the dance hall will probably need to be wet listed due to their proximity to the openings.

Fire Alarm:

Both Options

The building is a type A occupancy with a load of more than 300. This will require a manual detection and notification system. Provide manual pull stations at all exits. Provide a smoke detector in all enclosed spaces. In

large rooms space smoke detectors about 30' apart. Provide a horn strobe every 75' in all occupied spaces. Provide a fire alarm control panel in the utility room.

~~Option 1 Enclosed~~

~~Provide duct detectors for each roof top unit. Provide unit shut down relays that will turn off roof top units when the fire alarm system is going off.~~

Access Control:

We do not anticipate any electronic access control on this site.

Security:

Both Options

The security system shall record and store 30 days worth of data. This head end can be located in the utility room. Provide four cameras around the exterior to monitor the outside of the building.

Provide two cameras in the dance hall on opposite ends to monitor the dance space.

~~Option 1 Enclosed~~

~~Provide a camera in the meeting room.~~

Provide a camera in the kitchen.

Provide two cameras to monitor the hall connecting the dance hall to the restroom core.

Tele/Data:

Both Options

Provide a small wall mounted rack in the utility closet to house some basic telecom. Anticipate two WAP for wifi in the dance hall.

~~Option 1 Enclosed~~

~~Provide a WAP in the multi purpose room.~~

Provide a WAP in the kitchen.

Audio/Visual:

Both Options

Provide a sound system in the utility room rack. At a minimum we would anticipate this to have access to the internet for a subscription music program. There should also be Bluetooth for users to hook up their own music. In the music hall provide connections for DJs to connect into the sound system. This system should also have a wireless microphone that can be used over the speakers.

Provide speakers mounted to the end walls and on both sides of trusses. These speakers should be high quality three way speakers able to produce a high quality sound expected at a dance hall. Anticipate about 18 speakers.

~~Option 1 Enclosed~~

~~Provide four recessed speakers in the hall between the dance hall and restroom core that plays the same sound as the dance hall.~~

Provide a large, roughly 65", wall mounted TV in the multipurpose room. Provide a wall plate below the TV recessed in the wall for user input. These should include USB and HDMI. Provide six recessed speakers in the space that play any sound from the TV in the space.



KEY

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10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

Delta	Description	Date Issued
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All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

LIGHTING PLAN OPTION #1

CONCEPT DESIGN
2024-10-24

1. 2000-2001 2. 2001-2002 3. 2002-2003 4. 2003-2004

SHEET No.

E101



- NOTES:
1. LOW VOLTAGE CABLE SHOWN SHALL BE VERIFIED IN THE SHOP DRAWINGS WITH LUTRON. USE THE INDICATED FOR BIDDING PURPOSES.
 2. REFER TO LUTRON INSTALLATION INSTRUCTIONS FOR WIRING DIAGRAMS FOR ALL COMPONENTS. THE INTENT OF THIS ONE-LINE IS TO BE SCHEMATIC.
 3. FOR THE WIRE LABELED WITH A "Q" USE THE TABLE BELOW.

TOTAL CONTROL LINK LENGTH	WIRE GAUGE	AVAILABLE FROM LUTRON IN ONE CABLE:
LESS THAN 500ft (152.4 m)	POWER (TERMINALS 1&2): 1 PAIR 12 AWG (1.0 mm ²)	GRX-CBL-34MS (NON-PLENUM) OR GRX-PCBL-34S (PLENUM)
	DATA (TERMINALS 3&4): 1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED*	
500ft (152.4 m) TO 2,000ft (610 m)**	POWER (TERMINALS 1&2): 1 PAIR 12 AWG (4.0 mm ²)	GRX-CBL-46L (NON-PLENUM) OR GRX-PCBL-46L (PLENUM)
	DATA (TERMINALS 3&4): 1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED*	

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	KLY	KLY	KLY

E102



October 21, 2024

Hiawatha Gardens Historic Dance Hall Manitou Springs, CO

Mechanical and Plumbing Schematic Design Narrative

This narrative is to describe the mechanical and plumbing systems to be utilized at the Historic Hiawatha Gardens Dance Hall. The site is being designed around two individual concepts; ~~the first option is to have an enclosed dance hall and adjoining restroom/utility spaces~~, the second option is to have an open air dance hall and a separate building that will contain restroom facilities for the site. ~~The building in option one consists of +/- 8,200 square feet with approximately 5,000 SF of open meeting/dance space. The remaining spaces include a meeting room, storage area, warming kitchen, restrooms and a utilities room.~~ For Option two the dance hall footprint remains the same but the space is open to the environment with no environmental control. The second building of option two consists of +/- 800 square feet of restrooms and storage only. The plumbing and mechanical systems capacities will be sized to accommodate the areas noted above.

The following codes will be utilized for the design basis:

- IBC 2021
- IMC 2021
- IPC 2021
- IFGC 2021
- IECC 2021 (Prescriptive Path)

Design Conditions (Per client design guidelines and ASHRAE)

Colorado Springs, CO, USA
6,300'

Outside ambient temperatures

Summer DB	92.0 F
Summer WB	61.0 F
Winter DB	-10.0 F (5-year minimum)

Occupied room temperatures

Cooling 75.0 F
Heating 70.0 F

Commissioning will be required for the mechanical and plumbing system as required by the 2021 IECC.

Mechanical System

The mechanical system shall be designed to match the two distinct floor plan options and each option will have different requirements. ~~For option one heating and cooling will be designed for all spaces~~, while for option two the detached restroom building will be designed for heating only and the dance hall shall remain unconditioned.



Option one will be designed using single-zone dual fuel heat-pump rooftop units with dry-bulb economizers. The anticipated equipment layout and distribution for option one will be as follows:

RTU-1

Serves Dance Hall
Approximately 5,000 S.F.
25 nominal Ton unit

RTU-2

Serves Auxillary spaces
Approximately 3,200 S.F.
12.5 nominal Ton unit

Separate from RTU-2 in option one the exterior accessible restrooms cabinet unit heaters 0.5 kW cabinet heaters will be utilized and in the utilities space a 1 kW unit heater will be used.

Option two will utilize radiant heaters in the necessary spaces to maintain temperature and prevent freezing. Radiant heat panels will be utilized in the ceiling to produce the necessary load. The panels will each be 750W and 2'x4' in size. One panel will be required for each family restroom. For the larger gendered restrooms, three panels will be required for each space. In the utility room a 0.75 kW unit heater will be utilized.

General exhaust shall be provided for the restrooms and janitor closet in both design options. In both design options a quantity of 850 cfm is required total. In option one a single roof mounted exhaust fan will be utilized to cover this load. In option two a single inline fan will be utilized and will exhaust the required cfm to a louver.

Ceiling fans will be provided in the dance hall in option two. A quantity of three fans similar to Canarm model H-9330 is recommended.

Plumbing System

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new domestic cold water, domestic hot water and hot water recirculation, and sanitary sewer piping. Plumbing fixture counts shall be taken from the architectural plans. Plumbing fixtures shall meet ADA requirements. The plumbing system requirements will remain mostly identical between the two design options. The hot water system shall consist of a 50 gallon 8 kW electric water heater. The hot water system will consist of a hot water recirculation pump that runs on an occupied/unoccupied schedule on an aquastat.

The plumbing system will consist of a 1-1/2" domestic cold water tap and meter. The domestic cold water service from the meter to the building will be upsized to 2" to accommodate for pressure losses. It is assumed that the cities' water main has enough pressure that a domestic water booster pump is not required.

All water lines throughout the building shall be Type L copper with wrought solder fittings.

A 4" sanitary line and 3" vent line will serve all plumbing fixtures.



All waste lines on the interior of the building shall be cast-iron. All waste line connections shall be made with Husky H4000 bands or equal. All waste lines below grade shall be PVC.

~~For the option one rooftop units a new gas line and meter will be required. The gas line will be 3/4" in size and supply gas at 2.0 psi.~~

The plumbing fixture specifications shall be as follows:

- Water closets shall be 1.28 GPF vitreous china with battery-powered flush valves.
- Urinals shall be pint flush vitreous china with battery-powered flush valves.
- Lavatories shall be wall hung vitreous china with wall carriers connected to the floor, and 0.5 GPM auto faucets. Each lavatory faucet shall have a thermostatic mixing valve mounted as close to the bottom of the fixture as possible to avoid tampering. Insulation kits shall be provided below all lavatories for accessibility.
- Floor drains shall be nickaloy finish. All floor drains shall have Trap Guards. There shall be floor drains located in the kitchen, restrooms, and utility room.
- Floor sinks shall be white acid-resistant finish. There shall be a floor sink provided for the water entry backflow preventor.
- A wall hydrant in a lockable box at the exterior of the building shall be provided. The hydrant shall have a shut-off valve on the interior of the building as well.
- The roof shall have gutters, refer to architectural.
- ~~As part of option one only the warming kitchen shall have single compartment sinks with a garbage disposal unit and faucet. An additional sink will also be available in the meeting room.~~
- A molded stone mop service basin with faucet having integral and check stops shall be provided in the utility room.
- Water hammer arrestors shall be provided as required, with access panels.
- Gas Piping will be schedule 40 black steel and paint on the roof.
- ~~Roof hydrants will be located near mechanical equipment on the roof for option one.~~

End of Narrative

Hiawatha Gardens Ecological Characterization Study Manitou Springs El Paso County, Colorado

On Behalf of:

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Prepared by:



2435 Research Parkway
Suite 300
Colorado Springs, CO 80920

October 24, 2024

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1.0 Introduction

Matrix Design Group, Inc. (Matrix) prepared this Ecological Characterization Study per Manitou Springs Code Ordinance 18.03.10.5 on behalf of the City of Manitou Springs for the proposed drainage improvements at the historic Hiawatha Gardens building, located in Manitou Springs, El Paso County, Colorado. The proposed project includes concept level parking and pedestrian improvements, landscape improvements, and potential improvements to the adjacent Fountain Creek channel and floodplain.

2.0 Methods

For this assessment, Matrix first conducted a desktop analysis of the project area to determine whether known federal threatened and endangered species or critical habitat have been documented within or immediately adjacent to the proposed project area. Matrix queried the following sources to gain more information about the project area:

- The U.S. Fish and Wildlife Service (USFWS), Information for Planning and Consultation (IPaC) Official Species List for candidate, threatened, or endangered species, and their critical habitat for the project area (USFWS, 2022b)
- The Colorado State Wildlife Action Plan (CSWAP) and Colorado's Conservation Data Explorer (CODEX) for state listed Species of Greatest Conservation Need (SGCN) (CODEX, 2023)
- The U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) stream and waterbody data for a list of streams, waterbodies, and watersheds that intersect with the project area (USGS, 2022).
- The USFWS National Wetland Inventory (NWI) for a list of wetland and open water habitat that intersect with the project area (USFWS, 2022a).

A literature review was conducted for pertinent information on each USFWS federally listed species and Colorado state-listed species regarding their habitat preferences, life history requirements, distinguishing features, mobility/home-range requirements, reproductive needs, and sensitivity to anthropogenic disturbances.

A subsequent field review of the project area was conducted by Matrix staff on September 18th, 2024. In accordance with Code Ordinance 18.03.10.5, Matrix assessed the following:

- wetlands and perennial streams
- native and non-native vegetation communities
- locate and identify trees greater than 3 inches indicating their size and health
- passively record wildlife observed

The findings of the desktop analysis and field visit are summarized below. Features observed and recorded in the project area were located using a handheld GPS unit with sub-foot accuracy. This includes trees, ordinary high-water mark, top of bank, and shoreline.

3.0 Results

3.1 Wildlife Use of the Area and Habitat Value

The Endangered Species Act (ESA) of 1973 is administered the U.S. Fish and Wildlife Service (USFWS) and protects threatened and endangered species and their habitats. Potentially significant adverse effects

to federally listed species and/or their habitats require consultation with USFWS under Section 7 or Section 10 of the ESA. Effects on candidate species do not require formal consultation. USFWS serves as the deciding authority on the designation and development of species-specific conservation banks.

Under the ESA it is unlawful for any person to “take” an endangered species, including any significant habitat modifications that could alter species behaviors, such as mating or foraging, or other actions that may result in the further decline of that species. Therefore, a preliminary desktop analysis for any federally listed species that could occur at or near the project area was conducted. The IPaC report identified eight federally threatened, endangered, or candidate species that may be impacted by activities at or near the project, which are listed in [TABLE 1](#). Only species with the potential to occur will be evaluated for any constraints to development.

Table 1. Threatened and Endangered species with potential to occur in project area

Scientific Name	Common Name	Species Type	USFWS Status	Potential to Occur
<i>Canis lupus</i>	gray wolf	mammal	Experimental in CO	No
<i>Charadrius melodus</i>	piping plover	bird	Threatened	No
<i>Danaus plexippus</i>	monarch butterfly	insect	Candidate	No
<i>Laterallus jamaicensis</i>	eastern black rail	bird	Threatened	No
<i>Perimyotis subflavus</i>	tricolored bat	mammal	Proposed endangered	Yes
<i>Scaphirhynchus albus</i>	pallid sturgeon	fish	Endangered	No
<i>Spiranthes diluvialis</i>	Ute ladies'-tresses	plant	Threatened	No
<i>Strix occidentalis lucida</i>	Mexican spotted owl	bird	Threatened	No, final critical habitat

USFWS defines critical habitat as an area of land and water with physical and biological features that are essential for the conservation of a threatened or endangered species that may require special management considerations or protections (USFWS, 2004). The project area lies within final critical habitat for the Mexican spotted owl (*Strix occidentalis lucida*) (MSO) as defined by USFWS. MSOs prefer both forested and rocky-canyon habitats, disconnected from human encroachment (USFWS, 2023a). Following correspondence with local USFWS biologist, Kyle Lemaire, due to the urbanization and high human traffic throughout the City of Manitou Springs, MSOs are not expected to inhabit the project area, nor the surrounding area; therefore, this project is not expected to have adverse impacts on MSOs nor will there be any restrictions or limitations to the project construction due to the designated critical habitat.

The tricolored bat (*Perimyotis subflavus*) (TCB) is one of the smallest bats that is native to North America and can be found roosting in forests, caves, mines and/or human structures, such as barns, porch roofs, and bridges. In the winter months (November to April), they are known to hibernate in caves, mines, and the occasional road-associated culvert and/or bridge, where caves are less abundant. Their preferred prey items include small insects such as caddisflies, moths, beetles, wasps, and flies and are usually found foraging in the early evening along forest edges and over waterways. During the site visit, Matrix biologists observed suitable habitat throughout the project area, including large trees and various bridge and culvert structures that could potentially be utilized as roosting locations.

Following correspondence with local USFWS biologist, Kyle Lemaire, an informal decision of “may affect, not likely to adversely affect” determination was discussed. Due to the potential adverse effects to a

federally listed species and their habitat, the project will likely require consultation with USFWS under Section 7 or Section 10 of ESA (USFWS, 2022b) in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.

When planning for the construction of the project, it is recommended that development activities follow the proposed [Voluntary Environmental Review Process for Development Projects](#) developed by the USFWS to limit any potential impacts to the TCB or their habitat, during the disturbance. Due to the TCB being listed as proposed endangered, minimal conservation measures have been outlined by USFWS. Through conversations with USFWS and internal research, Matrix's recommendations include, but are not limited to, a qualified biologist completing bat presence/absence surveys within culverts and under bridges, prior to construction, in addition to restricting the removal of suitable roosting trees and shrubs during the summer months, outside of hibernation and active pup season (April to July), when individuals have the ability to depart from their potential roosting areas (USFWS, 2024).

3.2 Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) protects all migratory birds, raptors, and their active nests. The MBTA prohibits the removal or disturbance of active nests that would result in the loss of eggs or young. Migratory birds and raptors could potentially be impacted by the project, both directly through habitat loss and indirectly due to sound disturbance related to construction activities. Colorado Parks and Wildlife (CPW) recommends all construction-related disturbances occur outside of the migratory bird and raptor nesting season, January 15 through September 30. If disturbance occurs within the nesting season, it is recommended that a qualified biologist conduct a survey of the project area for nesting migratory birds within seven (7) days prior to clearing/grubbing or other construction activities. Desktop analyses identified twelve birds of conservation concern that may be impacted by activities around the project, which are listed in [TABLE 2](#).

Table 2. Migratory bird species of concern with potential to occur in project area

Scientific Name	Common Name	State Status*	SWAP** Tier	Potential to Occur
<i>Haliaeetus leucocephalus</i>	bald eagle	Eagle Act		No
<i>Selasphorus platycercus</i>	broad-tailed hummingbird	BCC		Yes
<i>Larus californicus</i>	California gull	BCC		No
<i>Haemorhous cassinii</i>	Cassin's finch	BCC	Tier 2	No
<i>Nucifraga columbiana</i>	Clark's nutcracker			No
<i>Coccothraustes vespertinus</i>	evening grosbeak	BCC		Yes
<i>Psiloscops flammeolus</i>	flamulated owl	BCC		No
<i>Aquila chrysaetos</i>	golden eagle	Eagle Act	Tier 1	No
<i>Melanerpes lewis</i>	Lewis's woodpecker	BCC	Tier 2	Yes
<i>Contopus cooperi</i>	olive-sided flycatcher	BCC	Tier 2	No
<i>Gymnorhinus cyanocephalus</i>	pinyon jay	BCC		No
<i>Leiothlypis virginiae</i>	Virginia's warbler	BCC	Tier 2	No

*BCC = Bird of Conservation Concern, **SWAP = State Wildlife Action Plan

There are three species of migratory birds that have the potential to be present at the project area, broad-tailed hummingbirds, evening grosbeaks, and Lewis's woodpecker. Construction timing should aim to occur outside of active nesting times for each species. Nesting for the identified species occurs from April to September. All vegetation removal, thinning, or other construction activities that impact vegetation should occur outside of the nesting window to prevent damage to nesting trees or direct take of adults, chicks, or eggs. If construction activities cannot occur outside of this window Matrix recommends for surveys to be conducted by a qualified biologist no fewer than five (5) days prior to construction activities to determine the presence/absence of the species noted. If active nests or nesting behaviors are observed, precautionary measures like buffer zones for work should be implemented to reduce any adverse impacts to the nesting birds. More information on [Nationwide Standard Conservation Measures](#) are provided by USFWS to reduce stress on nesting birds during development.

3.3 State and Local Protections and Considerations CODEX

Colorado's Conservation Data Explorer (CODEX) considers biological diversity, lands, hydrology, and other natural resources including potential impacts to threatened, endangered, and special concern species and their habitat within project areas. During our CODEX review, which includes a one-mile buffer of the project area, five Tier 1 Species of Greatest Conservation Need (SGCN) were noted to potentially occur within the project area, which are listed in [TABLE 3](#).

Table 3. SWAP Tier 1 species of concern with potential to occur in project area

Scientific Name	Common Name	Species Type	SWAP Tier	Potential to Occur
<i>Zapus hudsonius preblei</i>	Preble's meadow jumping mouse	mammal	Tier 1	No
<i>Corynorhinus townsendii pallascens</i>	Townsend's big-eared bat	mammal	Tier 1	Yes
<i>Leucosticte australis</i>	brown-capped rosy-finch	bird	Tier 1	Yes
<i>Myotis lucifugus</i>	little brown myotis	mammal	Tier 1	Yes
<i>Myotis thysanodes</i>	fringed myotis	mammal	Tier 1	Yes

The brown-capped rosy-finch can be found in higher alpine areas near meadows where they forage for seeds and insects along the edges of areas with melting snow. In the winter, they move to lower elevations to more forested habitats. Nests for this species have been found as high as 14,000 ft and are typically made in cliffs, caves, and old rockslides. This species has the potential to occur in this area during the winter months, however, there is no breeding habitat in the area so it is unlikely that they would be impacted by construction activities.

Townsend's big-eared, Mexican free-tailed (*Tadarida brasiliensis*), and myotis bat winter hibernacula habitat was identified within 1-mile of the project area. It is unlikely that construction activities will impact these species. However, removal of potential roosting trees should be minimized as possible, therefore, Matrix recommends that the removal, thinning, or alteration of any vegetation should be timed in accordance with the limits already set by the tricolored bat.

3.4 Habitat Considerations

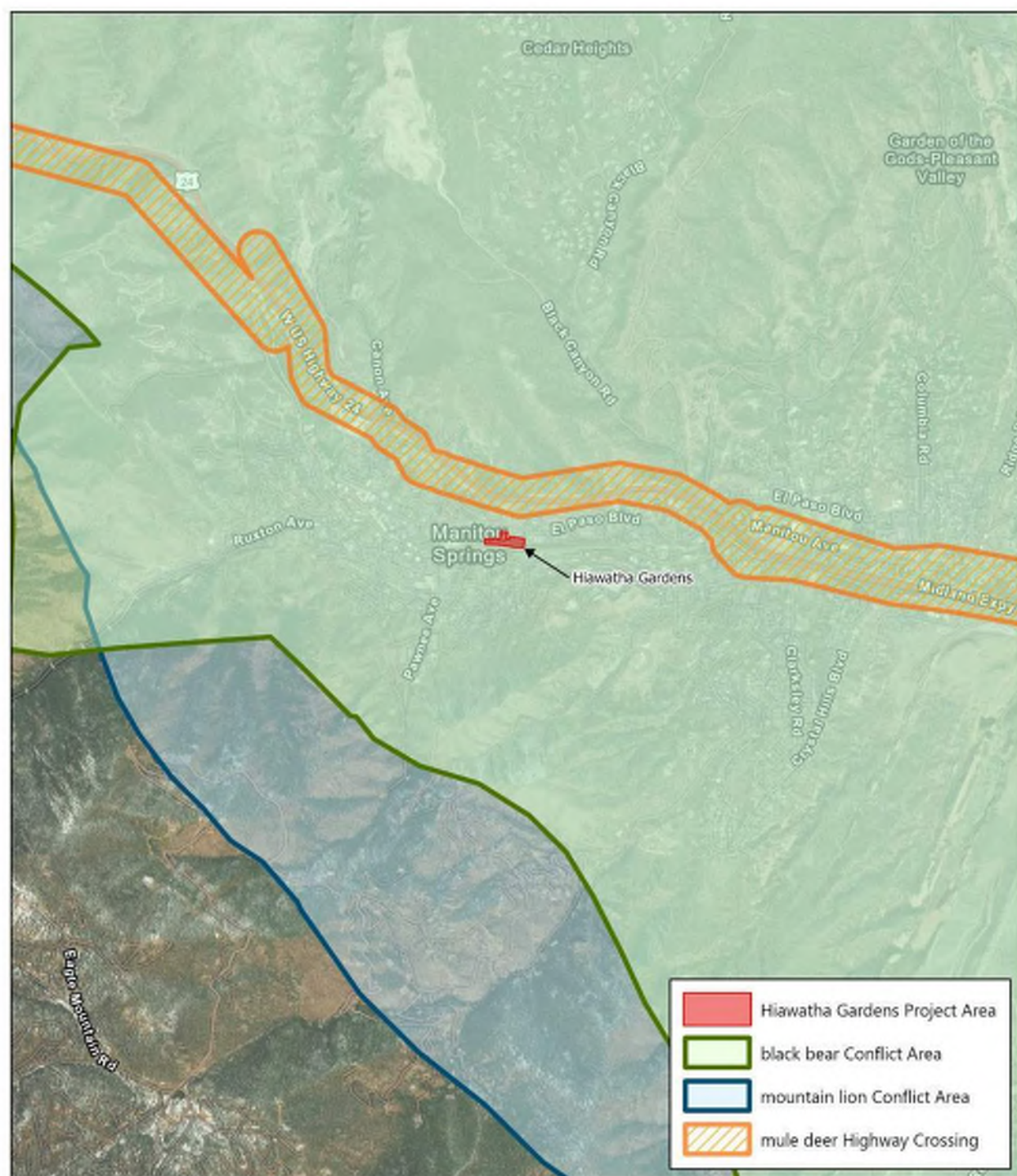
The project area is located along Fountain Creek which likely provides a movement corridor for large and small wildlife species [e.g., amphibians, reptiles, small mammals, and arthropods (insects and spiders, including pollinators), mule deer, and coyotes]. Signs of mule deer, including tracks and scat, were

observed along Fountain Creek during the visit to the project area. Other observations included black-capped chickadee (*Poecile atricapillus*), American crow (*Corvus brachyrhynchos*), hairy woodpecker (*Dryobates villosus*), and black-billed magpie (*Pica hudsonia*). A common garter snake (*Thamnophis sirtalis*) was observed near the creek during the visit which suggests the use of the area by this species. Due to the current conditions of the project area being an existing parking lot with an existing building and pedestrian and vehicular traffic moving through the site at regular intervals, it is unlikely that any species, beyond migratory birds, is spending a considerable amount of time within the project area for cover, nesting, or roosting. It is likely that Fountain Creek, and the associated vegetation, provides enough cover for wildlife to use the southern boundary of the project area as a movement corridor and short-term stopping place for water and foraging.

This area has been identified as a black bear and mountain lion human-wildlife conflict area by CPW (FIGURE 1). In developing the land adjacent to Fountain Creek there are opportunities to reduce conflict with nuisance wildlife species (e.g., prairie rattlesnake, raccoons, red fox, coyote, and mule deer) from negative interactions with people, their pets, and vehicles. Revegetation and landscape design in the project area should focus on reducing human-wildlife conflicts by keeping dense vegetation away from the surrounding commercial properties. CPW provides guidance for developers to reduce conflicts with wildlife: [Colorado Parks & Wildlife - Developing with Wildlife in Mind \(state.co.us\)](https://state.co.us/colorado-parks-wildlife-developing-wildlife-mind). This will help to keep species moving through the area near the floodplain of Fountain Creek and discourage movement through adjacent properties. Any changes to culverts, storm outfalls, or other structures potentially used for wildlife movement should be evaluated and the design will be adjusted to maintain or improve the safe passage of wildlife through the greater corridor while remaining mindful of human and wildlife safety.

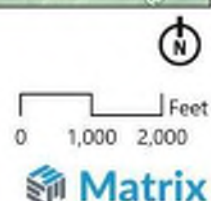
To the North of the project area, CPW has identified a mule deer highway crossing area across State Highway 24 (FIGURE 1). While we can assume mule deer are present within the Fountain Creek corridor, and thus likely use a portion of the project area as a movement corridor, there are no impacts to development because of the designated mule deer highway crossing. It is recommended that CPW's *Developing with Wildlife in Mind*, linked above, be utilized as a guide for design, and that careful consideration be given to the planting palette for landscape design to deter deer from becoming a nuisance within the new development.

Figure 1. Wildlife-Human Conflict Areas



HIAWATHA GARDENS
FIGURE: WILDLIFE-HUMAN CONFLICT AREAS

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.5 Wetland Boundary and Ecological Function

The project area is located within the Fountain Hydrologic Unit Code (HUC) 11020003, an approximately 594,176-acre watershed (FEMA, 2023). Based on a review of the USFWS National Wetlands Inventory (NWI), the project area contains Fountain Creek, which is classified as riverine unknown perennial, unconsolidated bottom, permanently flooded (R5UBH) (USFWS, 2023b). (FIGURE 2).

Figure 2. Fountain Creek at Hiawatha Gardens



Matrix staff visited the project area to delineate the limits of aquatic resources, including wetlands and the ordinary high-water mark (OHWM) that may be subject to CWA Section 404 jurisdiction (Waters of the U.S. or "WOTUS"). Additionally, the top of bank and shoreline were delineated as required by the City of Manitou Springs Code Ordinance 18.03.10.5. Approximately 0.01 acre of palustrine emergent (PEM) wetlands were mapped within the project area and contained hydrophytic vegetation, hydric soils, and indicators of hydrology. These wetlands are assumed to be sustained by Fountain Creek continuous flows and seasonal flooding. Emergent wetlands were primarily dominated by reed canarygrass (*Phalaris arundinacea*, Facultative Wetland [FACW]), bluejoint (*Calamagrostis canadensis*, FACW), and orchardgrass (*Dactylis glomerata*, Facultative Upland [FACU]). Wetlands were primarily confined to the fringe and floodplains of Fountain Creek. Wetland/upland transitions were delineated based on changes in vegetation community composition and presence or lack of wetland hydrology indicators. Two data points were collected along the wetland/upland transitions during the delineation to characterize the changes in vegetation, soil, and hydrology. Soils within the wetlands were recorded as 2.5YR 4/4, 7.5YR 3/2, and 10YR 2/1, fitting the Hydrogen Sulfide (A4) hydric indicator. Soil textures within wetlands consisted primarily of gravel and sand. Indicators of wetland hydrology included the primary indicators of Saturation (A3) and Hydrogen Sulfide Odor (C1). Secondary hydrology indicators observed included Drainage Patterns (B10), Geomorphic Position (D2), and FAC-Neutral Test (D5). These wetlands provide minimal ecological function through small amounts of filtration during high flow events, by improving water quality through the removal of pollutants and sediment within the channel.

Fountain Creek is shown as a perennial tributary to the Arkansas River on the USGS Fountain, CO Quadrangle Map and USGS NHD. Field observations confirmed the location and extents of Fountain Creek, running parallel to Manitou Ave and flowing from west to east, below Old Mans Trail, through the center of the project area.

The OHWM was primarily delineated based on water staining on the retaining walls, changes in slope, and changes in vegetation species and cover. This section of Fountain Creek is largely constricted by retaining walls, development, and high levels of foot traffic. Based on the OHWM delineation, approximately 0.24 acres and 675.2 linear feet of Fountain Creek were mapped within the project area.

All mapped resources, including delineated wetlands, OHWM, shoreline, and top of bank, per City of Manitou Springs Code Ordinance 18.03.10.5, can be referenced in [FIGURE 3](#).

Figure 3. Ordinary High Water Mark, Top of Bank, and Shoreline



HIAWATHA GARDENS
FIGURE: AQUATIC RESOURCES

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.6 Prominent Views

Views from the project area include Pike's Peak, the Manitou Incline, Fountain Creek, and the historic Hiawatha Gardens building (FIGURE 4). From the parking area, there are clear views of Pike's Peak and the Manitou Incline to the west. In the center lies the historic Hiawatha Gardens building with a painted mural. Fountain Creek runs west to east through the project area and multiple trails allow access near the creek and provide views of the waterway and large shade trees. Design plans should consider these views and creek access when proposing vegetation and general design to maintain or enhance these characteristics.

Figure 4. Representative photos of the site including views of Pike's Peak, Manitou Incline, the historic Hiawatha Gardens building, and Fountain Creek



3.7 Vegetation Communities

Vegetation in the project area is heavily associated with Fountain Creek with most plants occurring along its banks. There are little to no plants within the parking area of Hiawatha Gardens apart from a few juniper (*Juniperus sp.*) and pine (*Pinus sp.*) species near the current bus stop on Old Mans Trail and along El Paso Blvd to the north of the project area where there are other shrubs including rubber rabbitbrush (*Ericameria nauseosa*), and various forbs including annual sunflower (*Helianthus annuus*), Rocky Mountain beeplant (*Cleomella serrulata*), and ornamental grasses. Along the southern end of the parking area, along Fountain Creek there are large crack willows, Siberian elms, and cottonwood trees providing shade for the creek and a portion of the parking lot, while also providing a visual barrier between the project area and Manitou Avenue.

Although many of the large trees are considered invasive or noxious species by the Colorado Department of Agriculture, these mature and healthy trees provide much needed shade to the area, screening, and

habitat for various songbird species in the area. This higher vegetation coverage near the creek helps to keep wildlife moving through the project area and reduces the likelihood of them venturing into the surrounding properties or onto Manitou Avenue. Design plans should consider saving trees along Fountain Creek while still accommodating necessary channel improvements. While not an exhaustive list, the TABLES 4 AND 5 below list the species observed within the project area.

Table 4. Native species observed in the project area

Scientific Name	Common Name	Category	Wetland Status
<i>Cleome serrulata</i>	Rocky Mountain beeplant	Forb	FACU
<i>Ericameria nauseosa</i>	rubber rabbitbrush	Shrub	NI
<i>Fraxus pennsylvanica</i>	green ash	Tree	FAC
<i>Helianthus annuus</i>	common sunflower	Forb	FACU
<i>Juniperus scopulorum</i>	Rocky Mountain juniper	Tree	NI
<i>Populus deltoides</i>	plains cottonwood	Tree	NI
<i>Robinia pseudoacacia</i>	black locust	Tree	FACU
<i>Rosa woodsii</i>	Woods' rose	Shrub	FACU
<i>Salix amygdaloides</i>	peachleaf willow	Tree	FACW
<i>Symphoricarpos albus</i>	common snowberry	Shrub	FACU

Table 5. Non-native and invasive species observed in the project area

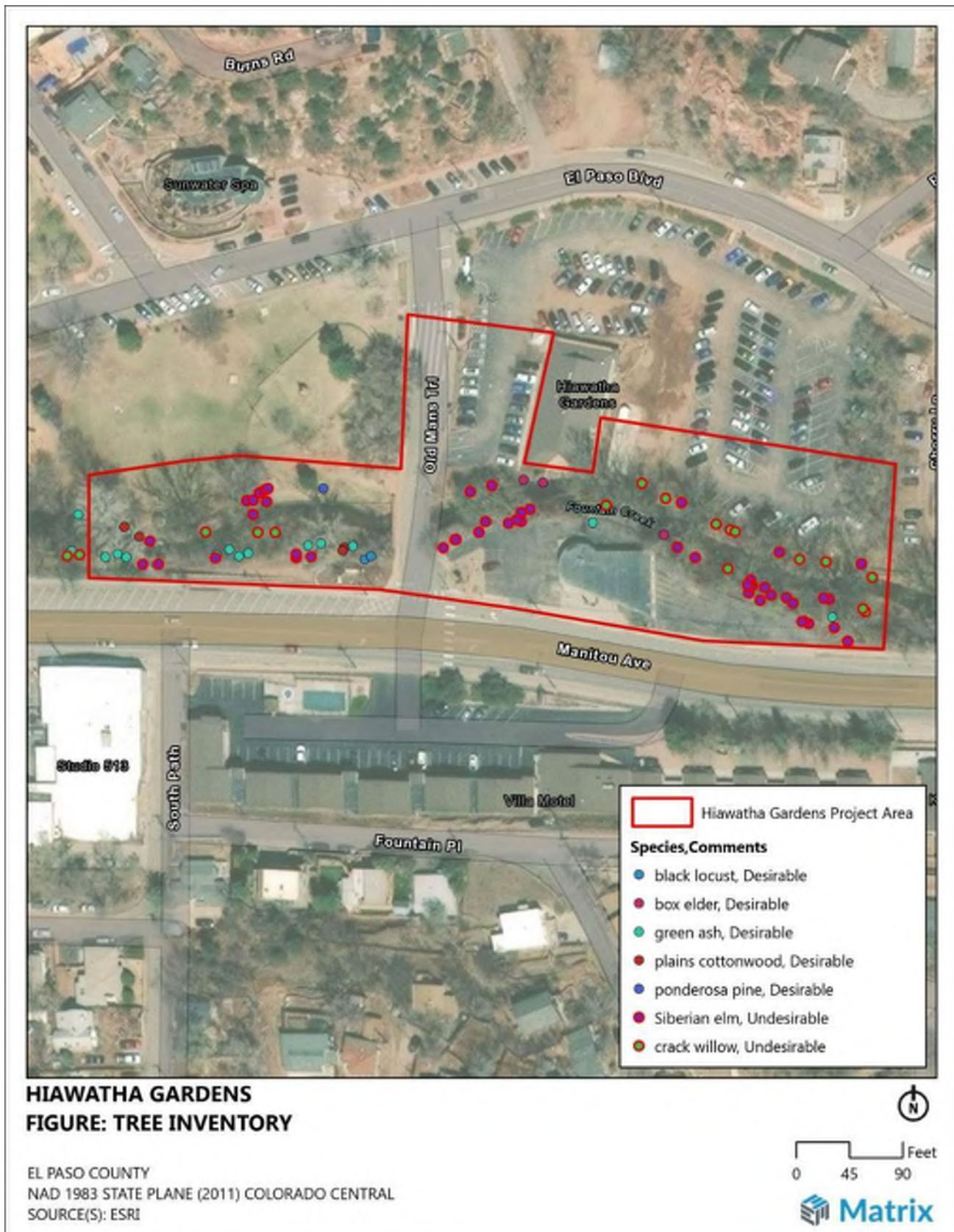
Scientific Name	Common Name	Category	Plant Status
<i>Agrostis gigantea</i>	redtop	Grass	Introduced
<i>Dactylis sp.</i>	orchardgrass	Grass	Introduced
<i>Melilotus officinalis</i>	sweet clover	Forb	Introduced
<i>Cirsium arvense</i>	canada thistle	Forb	List B Noxious
<i>Saponaria officinalis</i>	bouncing bet	Forb	List B Noxious
<i>Artium sp.</i>	common burdock	Forb	List C Noxious
<i>Elmus pumila</i>	Siberian elm	Tree	List C Noxious
<i>Salix fragilis</i>	crack willow	Tree	Invasive

3.8 Habitat Features and Ecological Function

Most of the project area includes an existing historic building, unpaved parking lot, the edge of a city park, and a small social trail system along Fountain Creek. Memorial Park is a traditional Kentucky bluegrass (*Poa pratensis*) lawn park with sparse, large plains cottonwood and various pine and spruce (*Picea sp.*) trees. The creek is lined with large crack willows and an understory of smaller trees and large shrubs. There were palustrine emergent (PEM) wetlands identified along Fountain Creek within the project area near the crossing at Old Mans Trail. The parking area has small pockets of vegetation along El Paso Blvd that could support a small population of pollinators given the species observed. The large trees and more dense vegetation observed along Fountain Creek provide cover, foraging opportunities, and possible nesting opportunities for birds and small mammals. Fountain Creek could also provide foraging habitat for various amphibians and reptiles. Design plans should aim to protect existing vegetation in place as

design allows and provide additional pockets of native vegetation, specifically selected to provide forage for pollinators and birds. The following map provides locations for trees observed in the project area greater than 3 inches in diameter and whether the species are considered “Desirable” (native) or “Undesirable” (invasive or noxious). Matrix recognizes the benefits of keeping certain trees even if they are invasive or noxious due to the benefits they provide to the project. Additionally, while green ash is a native species, because of the emerald ash borer (*Agrilus planipennis*), these trees are susceptible to dying if they have not been inoculated and should therefore not be prioritized for avoidance.

Figure 7. Tree Inventory



3.9 Timing of Development and Mitigation

The proposed project would include improvements to the Fountain Creek channel to reduce flood danger and provide improvements to the parking area at the historic Hiawatha Gardens building. Based on review of the USFWS IPaC, CODEX report, and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Design and construction planning should consider the species and characteristics of the project area discussed above and summarized below.

- The project area is located within a critical habitat designation for Mexican spotted owls; however, no adverse impacts are anticipated;
- Black bear- and mountain lion-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by CPW;
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project;
- Due to the possible presence of the tricolored bat (proposed endangered) and the three identified migratory birds listed as Birds of Conservation Concern, trees should only be removed or thinned between October 15th and December 15th to prevent any “take” of those species or their habitats.
 - This time frame for vegetation removal and thinning is also beneficial for the other bat species identified in the report;
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used as roosting trees during migration, mating, and pup-rearing periods. The project will likely require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

4.0 References

- [CBAP] Colorado Bird Atlas Partnership. 2016. Colorado Breeding Bird Atlas.
- [CODEX] Colorado's Conservation Data Explorer. 2023. Available on-line at: <https://codex.cnhp.colostate.edu/content/map/> Accessed October 2024.
- [CPW] Colorado Parks and Wildlife. 2015. Colorado's 2015 State Wildlife Action Plan. Available at: <https://cpw.state.co.us/aboutus/Pages/StateWildlifeActionPlan.aspx> Accessed: October 2024.
- [CPW] Colorado Parks and Wildlife. 2022. Threatened and Endangered, and Species Information. Available at: <https://cpw.state.co.us/>. Accessed: October 2024.
- [CPW] Colorado Parks and Wildlife. Living with Wildlife. 2023. Available on-line at: <https://cpw.state.co.us/energy-development-and-land-use> Accessed October 2024.
- [FEMA] Federal Emergency Management Agency. 2023. National Flood Hazard Layer. Accessed in October 2024 at: <https://www.fema.gov/flood-maps/national-flood-hazard-layer>.
- [USFWS] Environmental Conservation Online System (ECOS). 2023a. Available at: <https://ecos.fws.gov/ecp/>. Accessed: October 2024.
- [USFWS] Final Designation of Critical Habitat for the Mexican Spotted Owl; Final Rule. 2004. Available at: https://www.fws.gov/sites/default/files/federal_register_document/04-19501.pdf Accessed October 2024.
- [USFWS] Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Version 1.0. 2024. Available at: Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Accessed October 2024.
- [USFWS] U.S. Fish and Wildlife Service. 2023b. National Wetlands Inventory (NWI). Available at: <https://www.fws.gov/wetlands/>. Accessed: October 2024.
- [USFWS] U.S. Fish and Wildlife Service. 2022b. Information for Planning and Consultation (IPaC). Environmental Conservation Online System. Available at: <https://ecos.fws.gov/ipac/>. Accessed: October 2024.
- [USGS] U.S. Geological Survey. 2022. National Hydrography Dataset (NHD). Available at: <https://www.usgs.gov/core-science-systems/ngp/national-hydrography>. Accessed: October 2024.
- Wickersham, Lynn E. (Editor). 2016. The Second Colorado Breeding Bird Atlas. Colorado Bird Atlas Partnership and Colorado Parks and Wildlife. Denver, Colorado.

5.0 Representative Photos



Photo 1. Fountain Creek looking East towards Old Mans Trail from project area boundary



Photo 2. PEM designated wetlands along Fountain Creek looking West from Old Mans Trail



Photo 3. Fountain Creek looking West from edge of project area and large crack willow along bank

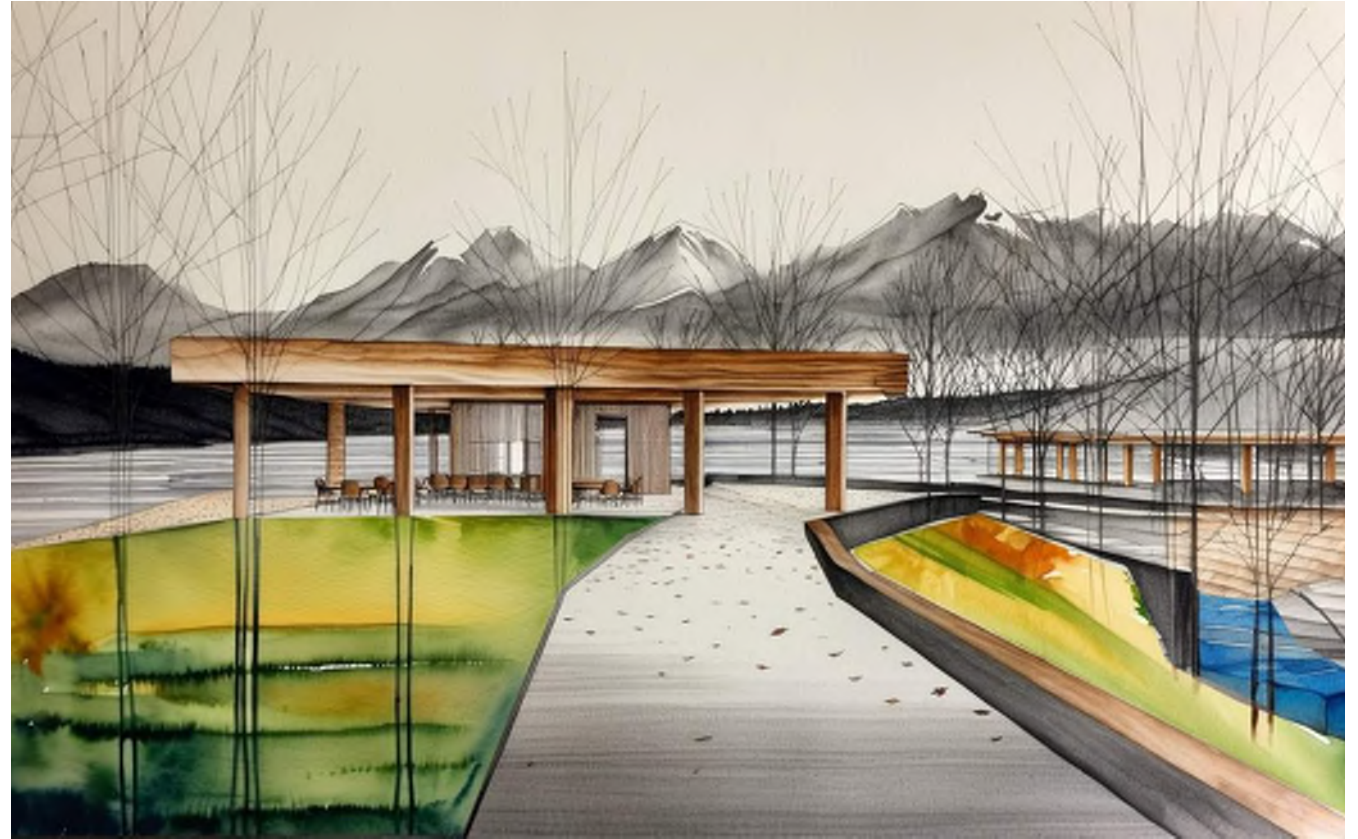


Photo 4. Hiawatha Gardens parking area



Photo 1. Parking area looking Northeast towards El Paso Blvd

CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK SITE EXPLORATION

GOALS

REDUCE BUS TRAFFIC ON EL PASO

REDUCE HIAWATHA GARDENS TRAFFIC ON EL PASO

IMPROVE THE CREEK WALK TRAIL

INCREASE ECONOMIC VALUE

INCREASE CREEK ACCESS

BRING ART AND EDUCATION INTO THE CORRIDOR



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK EXISTING SITE



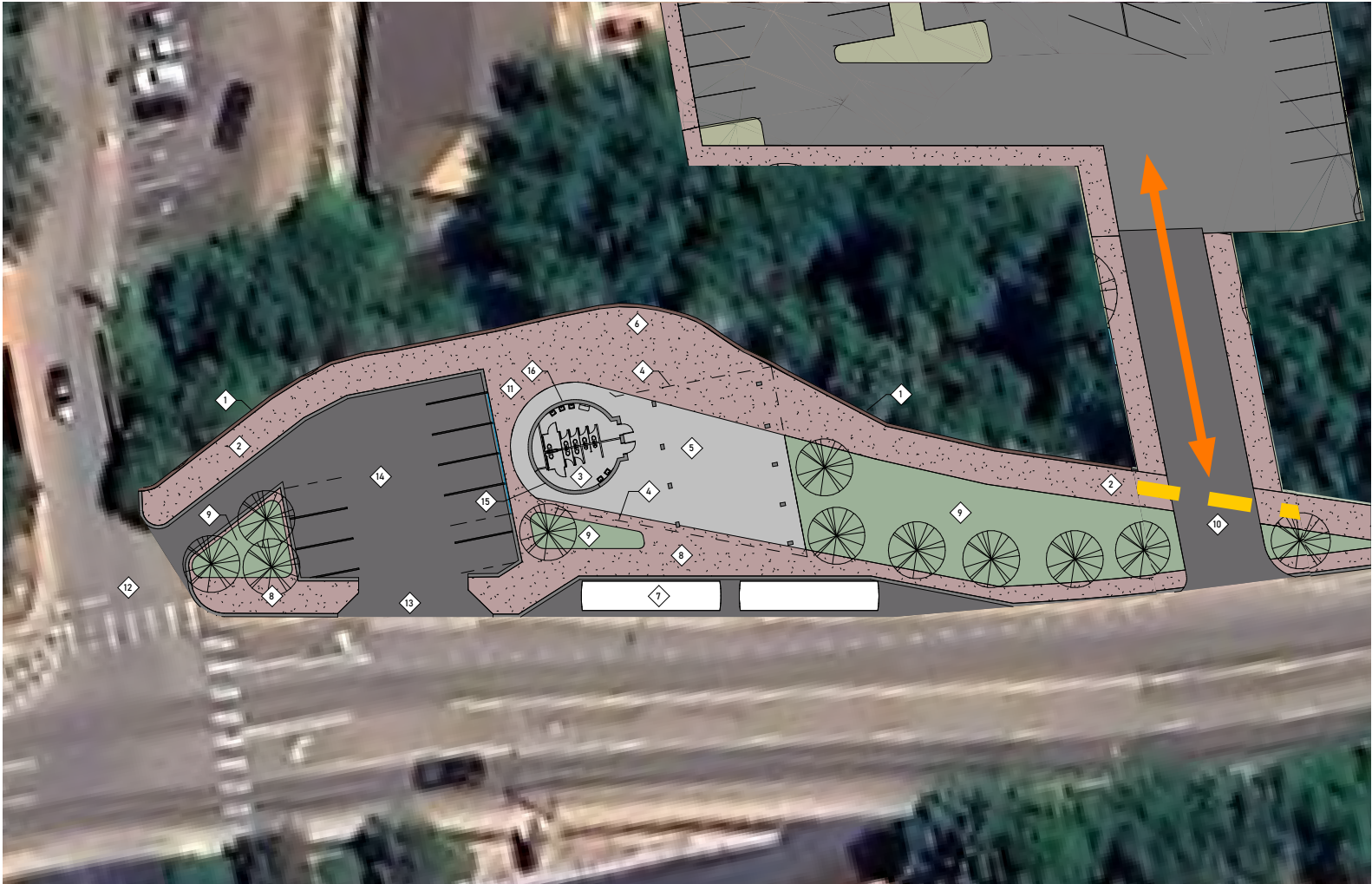
CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN

CHASE - OPTION 1 KEYNOTES

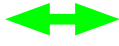
1. DEMO AND REPLACE METAL VEHICLE BARRIER ALONG ENTIRE NORTH EDGE WITH ORNAMENTAL PEDESTRIAN GUARD RAIL
2. NEW 10' WIDE CONCRETE CREEK WALK PATH; MANITOU RED
3. COMPLETE INTERIOR GUT OF EXISTING CHASE BANK BUILDING. REMODEL INTO RESTROOMS. CONCRETE FLOOR, TILE WALLS, WALL MOUNT WATER CLOSET AND LAVATORIES, HEATING ONLY. MATCH HIAWATHA GARDENS RESTROOM SCOPE IN GENERAL.
4. EXISTING CANOPY TO REMAIN. REMOVE EXISTING METAL SIDING AND REPLACE WITH NEW FINISH. ASSUME WOOD RAINSCREEN FOR PRICING. INSTALL NEW EPDM MEMBRANE.
5. COVERED PLAZA. CONCRETE SLAB; MANITOU RED
6. CREEKSIDE SEATING AREA
7. NEW CURB CUT FOR BUS PULL OFF
8. NEW CONCRETE; MANITOU RED
9. NEW PLANTER. ANNUAL BUSHES, PERENNIAL BUSHES, AND TREES
10. NEW VEHICULAR BRIDGE. RE; CIVIL
11. EXISTING BUILDING EXTERIOR WALL TO REMAIN. NEW WOOD RAINSCREEN OVER EXISITNG BRICK FOR PRICING.
12. ROADWAY REPAIR
13. EXISTING CURBCUT TO REMAIN
14. NEW PARKING LOT
15. INFILL EXISTING CURVED 20' X 8' STOREFRONT OPENING. ADD 10 NEW 24X72 WINDOWS WITH FROSTED GLASS.
16. 15 WALL MOUNTED BIKE RACKS

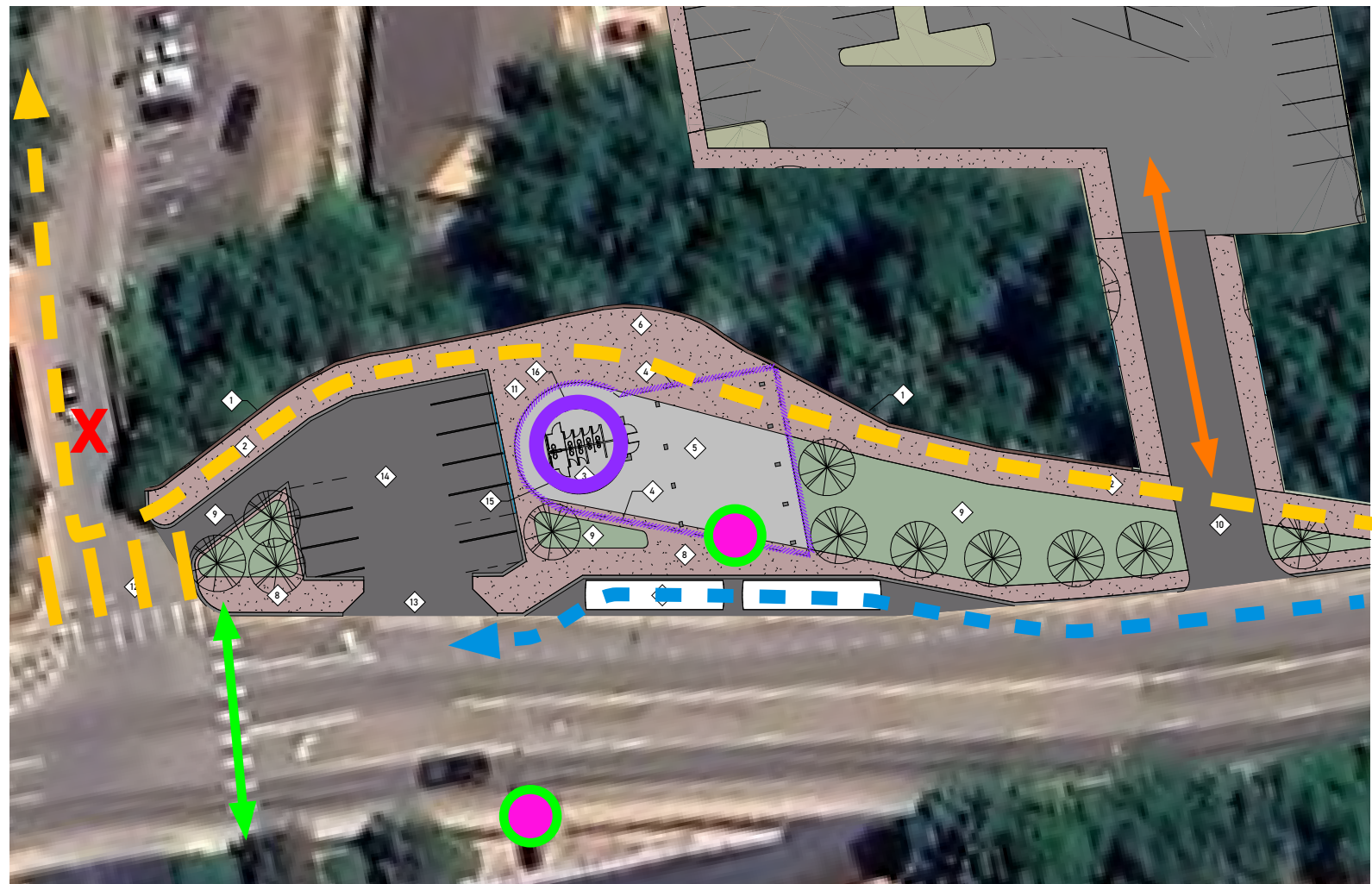


CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN WITH BRIDGE

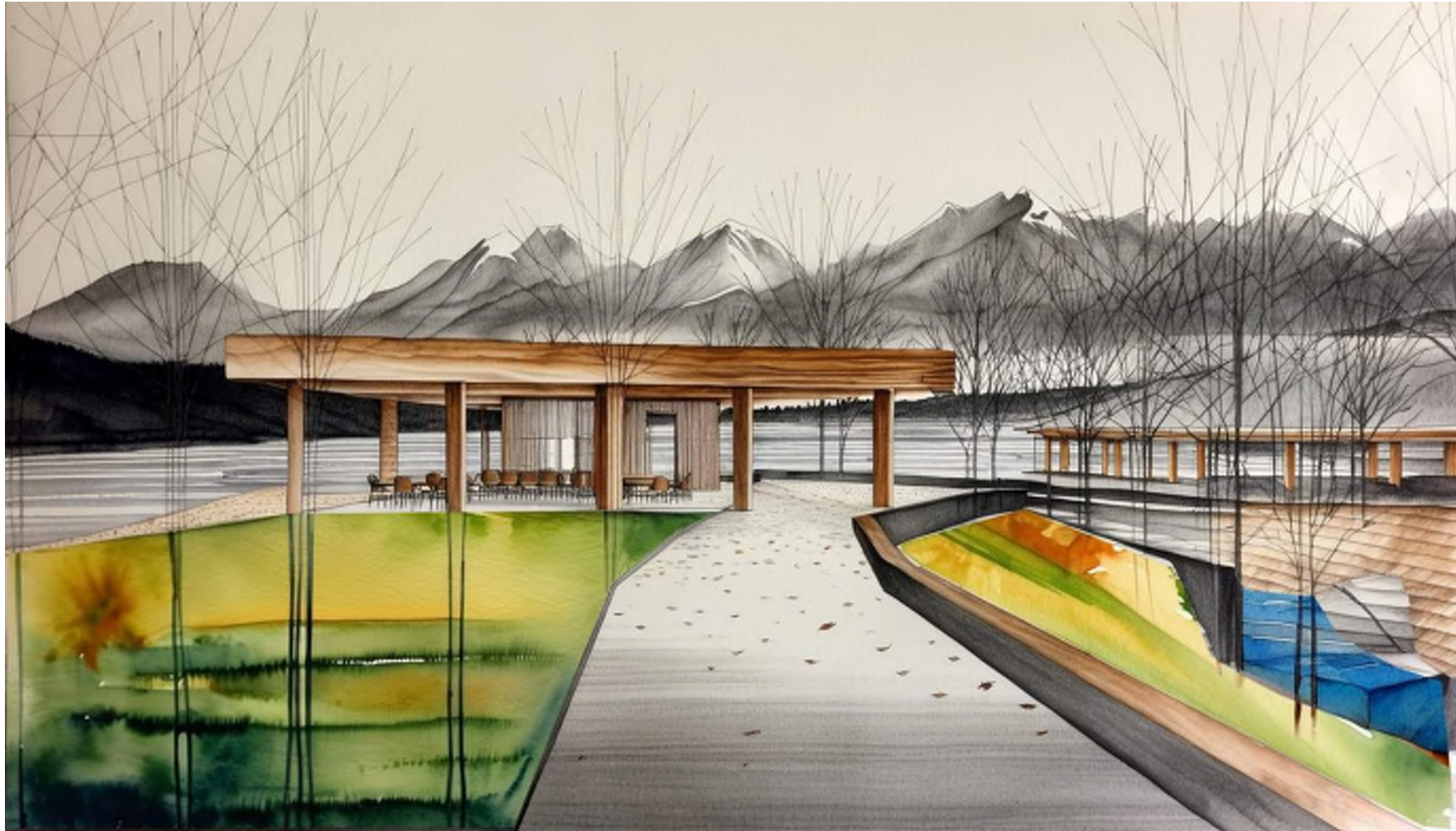
- CREEK WALK TRAIL 
- BUS ROUT 
- BUS STOP ACCESS 
- BUS STOP 
- EXISTING BUILDING RENOVATION 
- EXISTING CANOPY 
- VEHICULAR BRIDGE 
- OLD MAN'S TRAIL MUST BE CLOSED TO VEHICLES WITH BRIDGE 



CITY COUNCIL WORK SESSION

2024-12-03

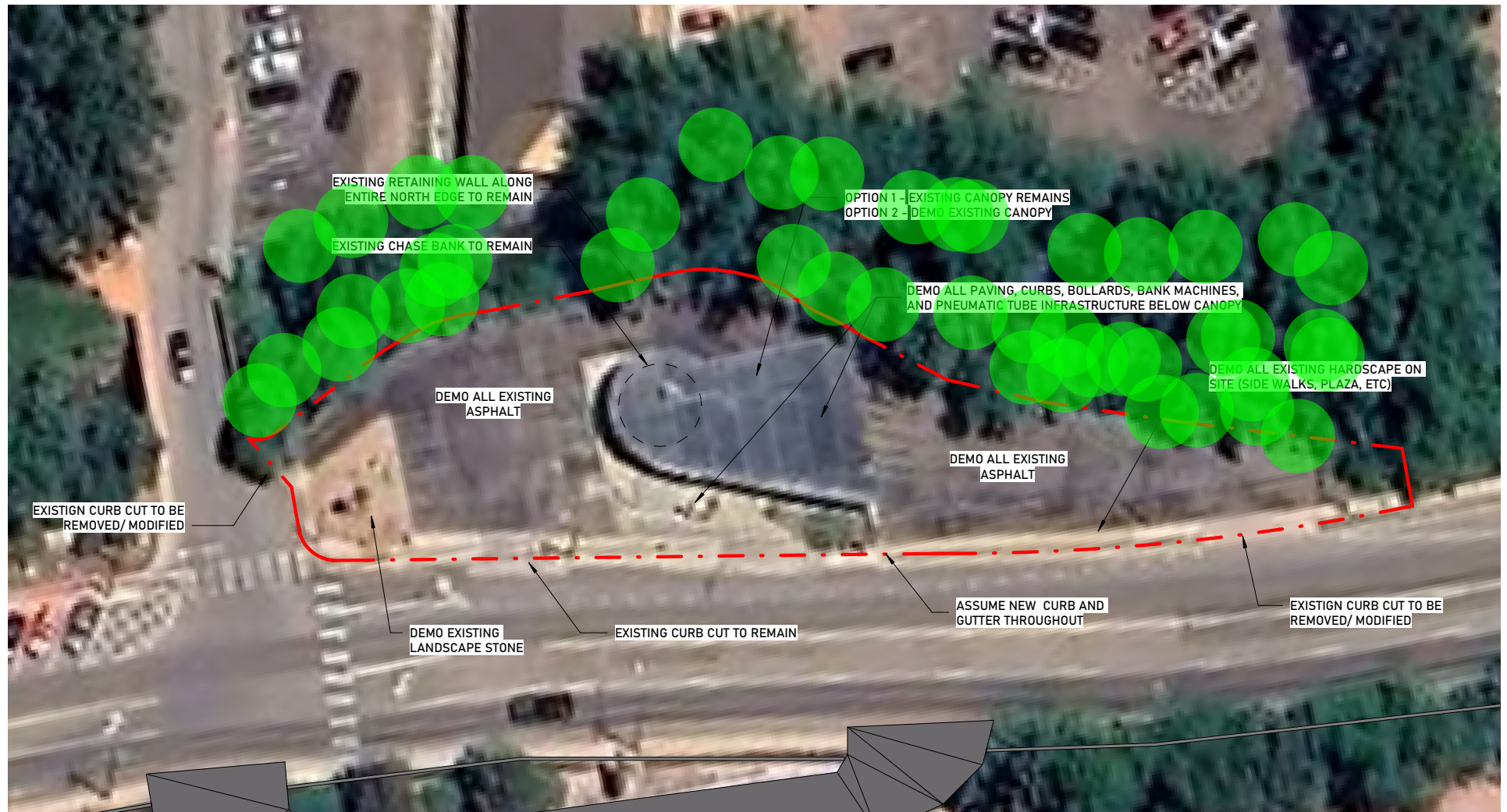
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

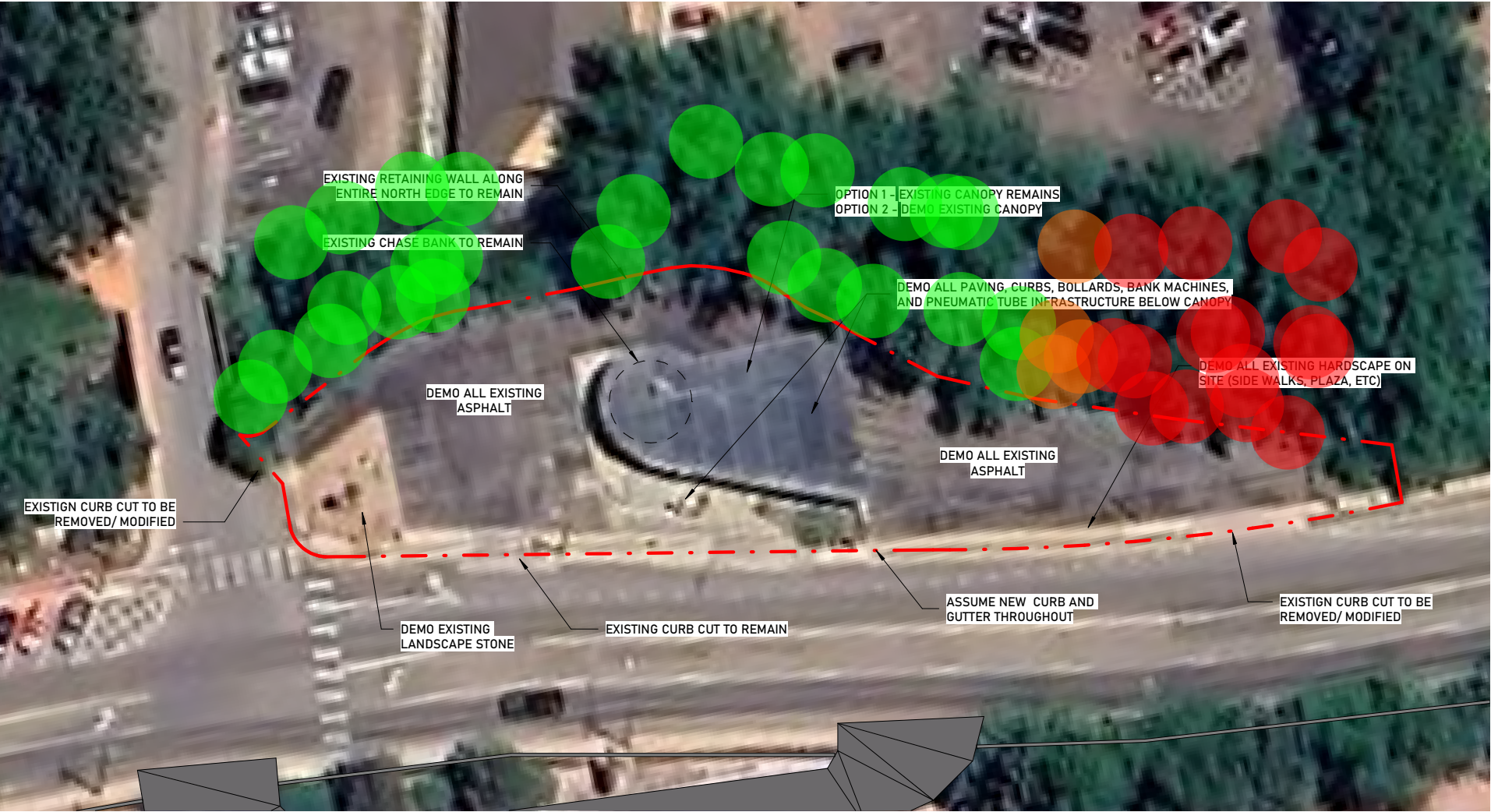
TREE IMPACT ZONE - OPTION 1



CITY COUNCIL WORK SESSION

2024-12-03

TREE IMPACT ZONE - OPTION 1 - WITH BRIDGE



CITY COUNCIL WORK SESSION

2024-12-03

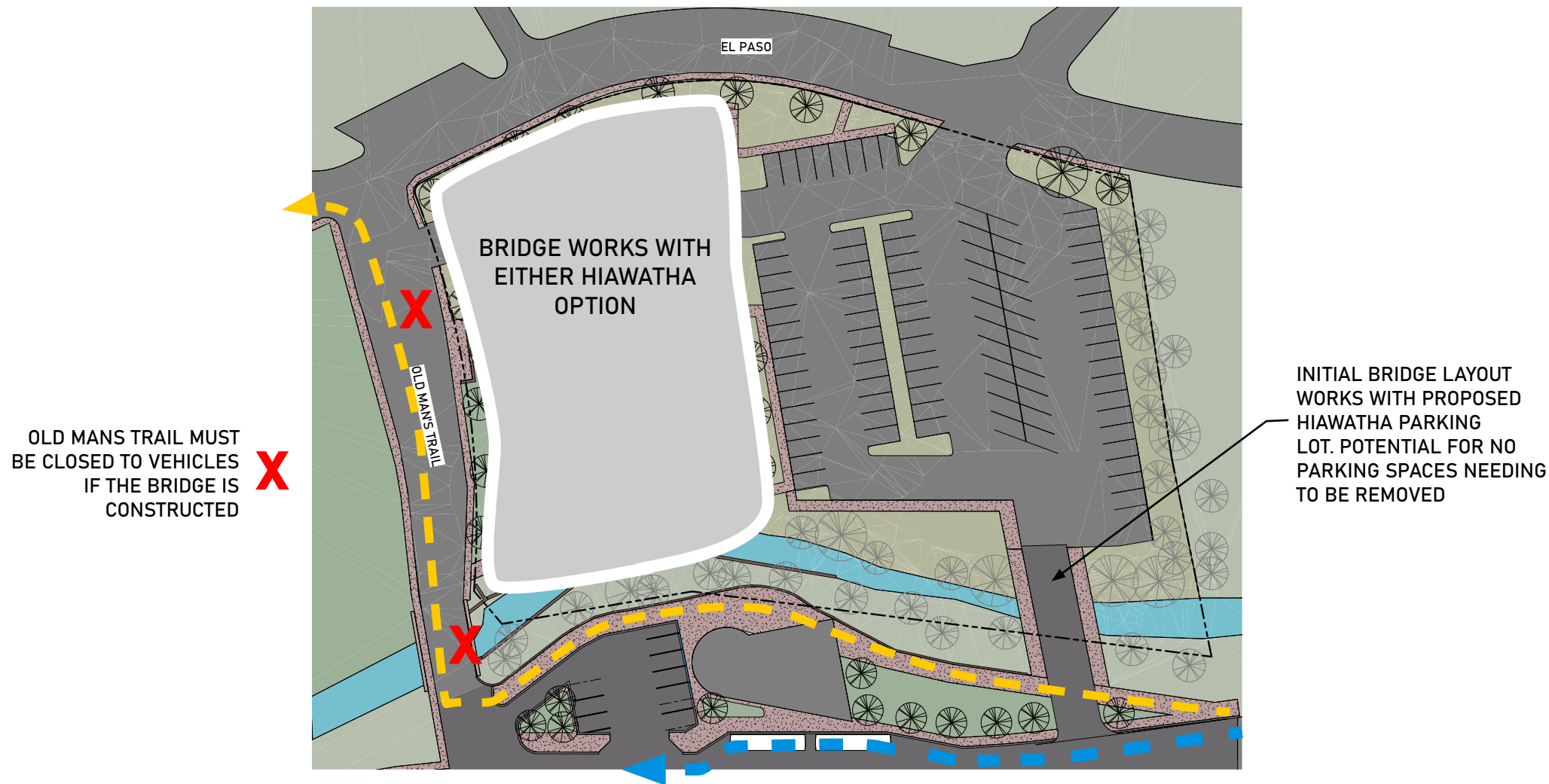
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK - BRIDGE IMPACT ON HIAWATHA GARDENS



CITY COUNCIL WORK SESSION

2024-12-03

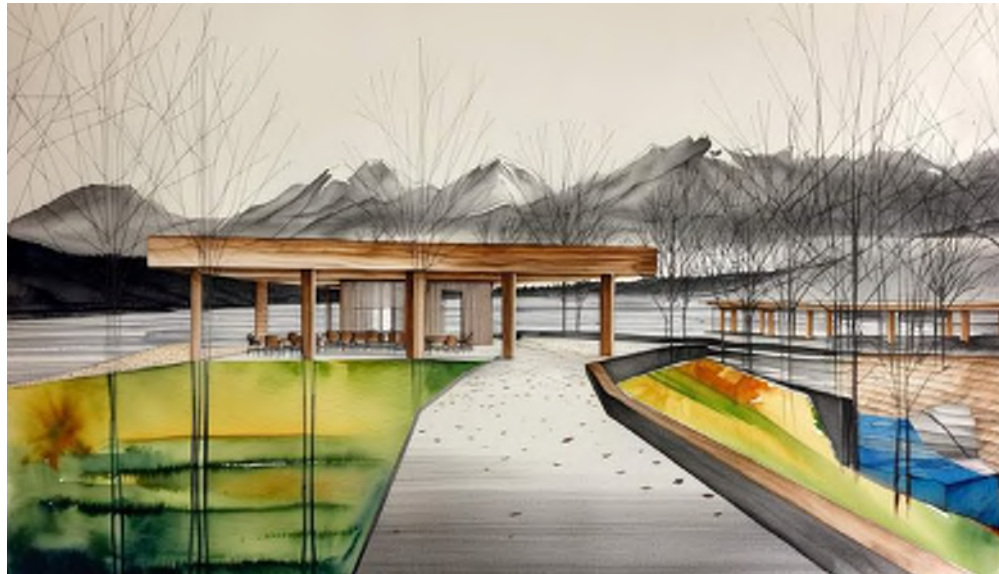
ESTIMATES

Option 1 - Bus Pull Off

Total with 15% Contingency and 4.32% Escalation: **\$2,716,282**

Vehicular bridge (Steel Beam): **\$829,689**

Combined Total: **\$3,545,971**



~~Option 2 - Bus Turn Around~~

~~Total with 15% Contingency and 4.32% Escalation: **\$3,078,117**~~

~~Vehicular Bridge (Steel Beam): **\$829,689**~~

~~Combined Total: **\$3,907,806**~~



CITY COUNCIL WORK SESSION

2024-12-03

ESTIMATES

50' Pedestrian Bridge (not shown in options): \$156,000



CITY COUNCIL WORK SESSION

2024-12-03

HIAWATHA GARDENS DANCE HALL																								
	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26	June-26	July-26	August-26	September-26	October-26	November-26	December-26
Design Meetings																								
Taskforce Update																								
City Staff Check In																								
Historic Preservation Comission																								
City Council Update																								
Community Update																								
Dillon Parking Anticipated Opening																								
Submittal																								
Design & Procurement - Hiawatha Gardens																								
Contract Discussion																								
Schematic Design																								
Design Development																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Construction Documents																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Design & Procurement - Chase Bank Site																								
Cahse Bank - SD																								
Chase Bank - DD																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Chase Bank - CD																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Addendum (As needed)																								
Concept Design Deliverable																								
Schedule portion to be eliminated if possible																								



March 17, 2025

City of Manitou Springs RFP #2025-006 CM/GC Services For:

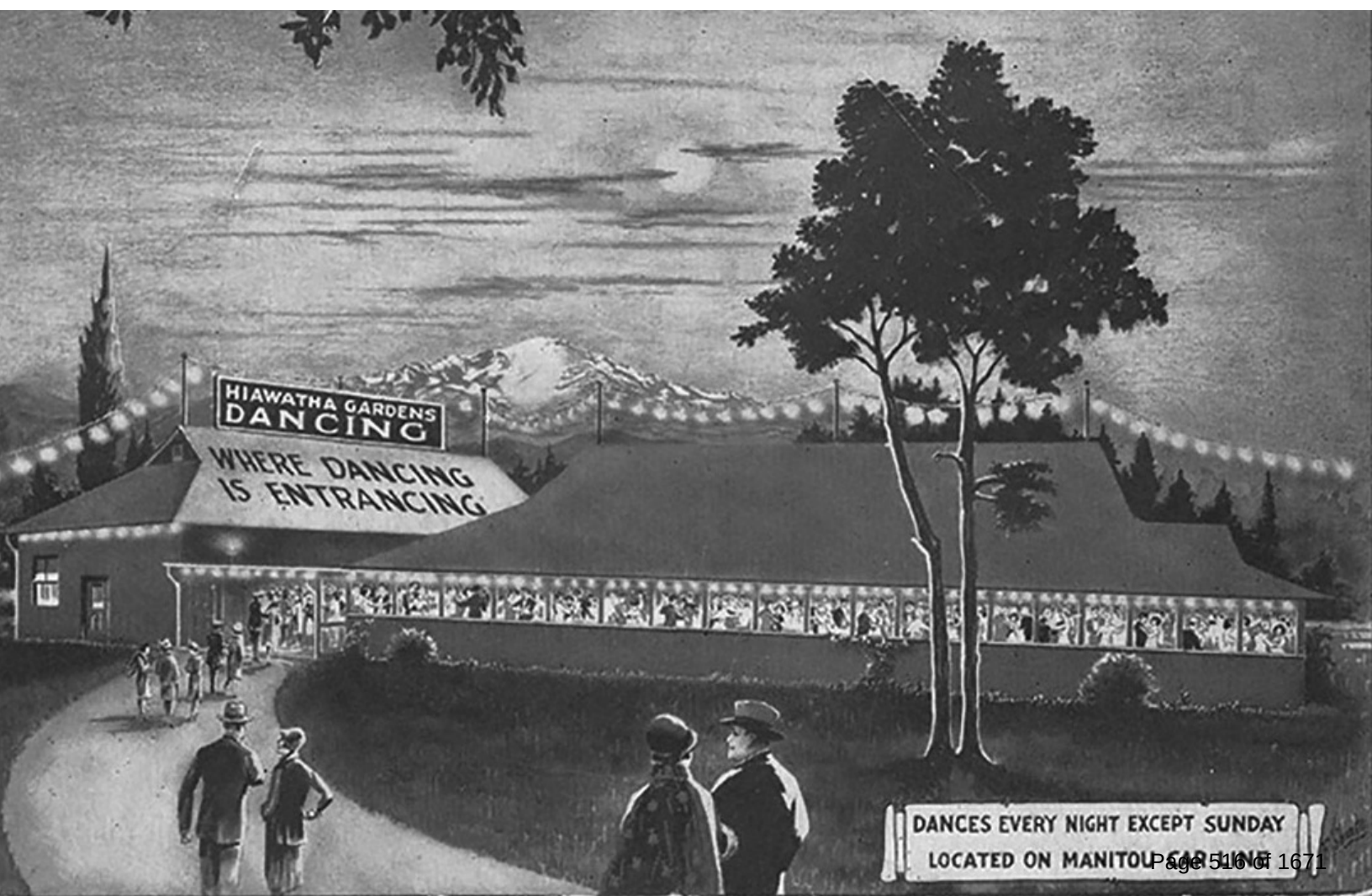
HIAWATHA GARDENS RESTORATION & DESIGN

SUBMITTED BY FRANSEN PITTMAN CONSTRUCTION

TABLE OF CONTENTS

SECTION 1	Cover Letter
SECTION 2	Firm Information
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This PDF is bookmarked and linked. Select any Table of Contents item to jump to the corresponding section.



CHILDREN'S MUSEUM OF DENVER - JOY PARK



COVER LETTER

March 17, 2025

Dear Ms. Erin Ringsred and Members of the Selection Committee,

Thank you for the opportunity to submit our qualifications for the City of Manitou Springs - Hiawatha Gardens Restoration. This multi-faceted mountain community holds a rich and diverse history. Due to the hard work and dedication of community and staff members, the City's unique character continues to be safeguarded while allowing for thoughtful growth. Countless energy, time, and resources, including collaboration with community members, has gone into planning the Hiawatha Gardens restoration. We recognize the years leading up to where this project is at currently, and we would be honored to help you see it through completion.

Our team is uniquely qualified to partner with you on this project because we provide:

Trusted Partnership. With each partnership, Fransen Pittman seeks to make a lasting impact. We are a company that is passionate about transforming communities and we understand the significance this space holds to the City of Manitou Springs. Fransen Pittman's goals are aligned in working to create healthy, innovative, and purposeful spaces where communities thrive. Our team is well versed in developing strong partnerships with all stakeholders, including the invaluable input of community members. As a strong CM/GC partner, we are eager to deliver all aspects of your project to make the Hiawatha Gardens restoration a resounding success.

Unique Process. Collaboration and commitment are the foundation of Fransen Pittman's approach. We recognize the value of getting all stakeholders together, including the Owner and Architects, to make informed decisions together. During preconstruction, we work through our unique process, MET™ (Model, Estimate, Track) promising accuracy and accountability for the budget and schedule. From there, our project manager, superintendent, and field forces employ diligent cost, schedule, safety, and quality operations to ensure that our work is of the highest value and built to the exactness of your standards.

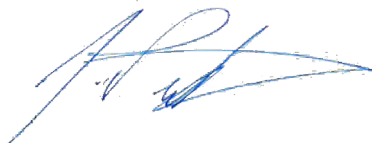
Success with Similar Projects. For three decades, Fransen Pittman has been working to create meaningful, quality spaces that positively impact the surrounding community. We bring a wealth of experience building municipal projects that included key elements of your project such as historic preservation work and sustainability efforts, as well as constructing pavilions, parking lots, transportation hubs, children's play areas, and plazas. Some of these projects will be highlighted in the Experience Section, including the recent successful renovation of the Manitou Springs Carnegie Library.

Fransen Pittman is grateful to be considered for an opportunity of this significance and we would be honored to once again partner with the City of Manitou Springs.

Fransen Pittman acknowledges all addendum.

Sincerely,

Jeff Pittman, Project Executive



Fransen Pittman Construction
Cell: (720)-724-0090
jeffpittman@fransenpittman.com

LEVITT PAVILION



FIRM INFORMATION

WHO WE ARE

Fransen Pittman is a different breed of builder.

And our clients are different too. They don't simply build buildings. Fransen Pittman clients have a vision – they create spaces where communities and groups come to study and learn, be inspired, drive growth, and build the foundation for their life's work.

Founded in 1994, Fransen Pittman is dedicated to the fundamentals of Owner satisfaction and extraordinary construction services. Our mission is to earn long-term relationships by exceeding expectations and delivering exceptional service.

As a premier construction company, Fransen Pittman has been recognized consecutively as one of the fastest growing companies and as one of the Best Places to Work by local publications. We are a growing mid-sized firm with **over 150 dedicated employees**.



MARKETS

- Commercial
- **COMMUNITY/ CULTURE**
- Defense/ Aerospace
- **MUNICIPAL**
- Healthcare
- Higher Education
- K-12 Education
- Libraries
- Science/Industrial
- Senior Living
- Worship

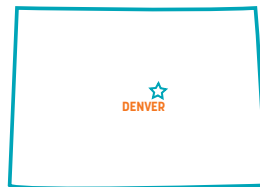


LOCATIONS

Englewood, CO (HQ)

Windsor, CO

Dallas, TX



HEADQUARTERS

All work for this project will run out of our main office.

9563 South Kingston Court
Englewood, CO 80112
(303) 783-3900



SERVICE

**Building Colorado
For 30 Years**

Provide a statement for the maximum dollar value in which your firm can be bonded, and the amount currently bonded with a confirmation statement from your bonding company.



March 4, 2025

The City of Manitou Springs
Erin Ringsred, Planner and Project Manager
606 Manitou Avenue,
Manitou Springs, CO 80829

RE: Fransen Pittman Construction Co., Inc. – Surety Qualification Letter
RFP: 2025-006 (CM/GC) Hiawatha Gardens Restoration and Design

Dear Ms. Ringsred:

It has been our privilege to provide bonds for Fransen-Pittman through Travelers Casualty and Surety Company of America, who has an A.M. Best rating of “A++” (Superior) “XV” and are listed in the Department of Treasury’s Listing of Approved Sureties. Fransen-Pittman has a single bonding capacity of \$200,000,000 with an aggregate bonding capacity of \$400,000,000. They have \$300,000,000 of that capacity available. Fransen-Pittman has an outstanding reputation with project owners, architects, subcontractors and suppliers and it is our opinion that Fransen-Pittman is well qualified to perform any project they wish to pursue.

We are in a position to issue 100% performance/payment bonds on behalf of Fransen-Pittman Construction should they be required, subject to favorable review of the contract documents, and normal underwriting requirements at the time of the request. The arrangement for Performance and Payment Bonds is a matter between Fransen-Pittman Construction Co., Inc. and Travelers Casualty and Surety Company of America, and neither the surety nor the agent assumes any liability to you or third parties if for any reason said bonds are not written. This letter is an indication only and not a commitment to provide bonding.

If you have any questions or need any additional information, please do not hesitate to contact me at 720-622-8357.

Sincerely,

Sarah C. Brown, AFSB
Surety Service Advisor

7600 E Orchard Road, STE 230 South | Greenwood Village, CO 80111 | (844) 484.7750 | F (515) 223.6944 | holmesmurphy.com



SAFETY

YEAR	EMR RATE
2024	.62
2023	.59
2022	.62
2021	.65
2020	.67



- **Thorough training** of all personnel onsite, which includes: OSHA 30, First Aid, AED and CPR training.
- Our Safety Director, Tim Taylor, is always looking for methods to improve on safety whether it be **tracking the latest technology**, communicating common hazards to look for, or noticing overlooked hazards. Tim joins all projects in our Site Safety Audit program visiting and **auditing all job sites regularly**, procuring and providing necessary safety supplies, and using technologies such as drone fly overs and our iAuditor app to give us **multiple perspectives of how the project can be made even safer**.
- Superintendent(s) and Foreman perform **regular internal and external safety audits** on the project, weekly site-wide safety huddles, planning ahead for upcoming activities, and ensuring the safety of visitors, staff, and our personnel at all times.
- Use multiple forms of documentation to communicate and track safety concerns. These include but are not limited to the following: **Method of Procedure, Plan of the Day & Weekly Look Ahead, and Job Hazard Analysis**.

CLAIMS/LITIGATION

Since its inception in 1994, Fransen Pittman has not entered into any ligation, judgments, claims, arbitration proceedings or lawsuits. **Specifically we have had zero:**

- Claims filed by Owners against the firm
- Any previous and pending lawsuits
- Any administrative proceedings or hearings before any government or regulatory agency, including the Occupation Safety and Health Administration (OSHA) and the Internal Revenue Service
- Bankruptcy, litigation or arbitration proceedings in which the firm or any predecessor organization has been involved
- Claims filed against any bid, payment or performance bond issued on behalf of Fransen Pittman Construction Co., Inc.

FP is not a small business, minority business, or disadvantaged business.

A photograph of an outdoor sports field at night, viewed from under a dark, modern structure with large black beams. In the foreground, a person is sitting on concrete bleachers, looking towards the field. The field is illuminated by tall stadium lights, and several people are visible on the grass, some appearing to be in motion. A soccer goal is visible on the left side of the field. The sky is dark blue.

ROCKY MOUNTAIN DEAF SCHOOL

QUALIFICATIONS & AVAILABILITY OF PROPOSED TEAM

MEET THE TEAM

We have hand-picked our proposed team members based on their expert skill level, previous work together, and relevant project experience, including work on historic sites. This team understands how to collaborate and will deliver long-lasting, quality results both on budget and on time. They are ready to hit the ground running and are eager to make the City of Manitou Spring’s Hiawatha Gardens Restoration a success from kick-off to close-out (and well beyond).



BLAKE FAULKENBERRY



EDUCATION

Bachelor of Science Construction Management, Colorado State University, Fort Collins, CO

CREDENTIALS

Certified Quality Assurance Technician

9 YEARS IN CONSTRUCTION, 7 YEARS WITH FP

Blake's work will begin with developing the project budget, providing value analysis, and consulting on constructability issues. Blake will have direct responsibility for the daily construction operations including contract administration and coordination of subcontractors and suppliers. He will maintain cost and quality controls.

MANITOU SPRINGS: CARNEGIE LIBRARY EXPANSION & RENOVATION

Manitou Springs, Colorado. In 2020, Pikes Peak Library District relocated the existing library to the Manitou Arts Center as a temporary location and have been without a designated library space since then. Pikes Peak brought on FP to renovate the original 1911 historic library in Manitou Springs and construct a 2,950 SF addition to reach ADA compliance.
| \$3.9M | 2,950 SF |

DOUGLAS COUNTY LIBRARIES - CASTLE ROCK LIBRARY

Boulder, Colorado. A 46,000 SF iconic new library will aim to match library capacities in Highlands Ranch and Parker, with about 42,000 SF of library space, and to provide a minimum of 220 parking spots for customers and staff. Amenities on par with other Douglas County Libraries locations like: drive-through book return, an interactive playscape, study and meeting spaces, and more.
| \$22.3M | 63,000 SF |

BAL SWAN CHILDREN'S CENTER

Broomfield, Colorado. Bal Swan Children's Center is an early childhood and therapeutic education center serving infant through kindergarten with a desire to expand and add elementary school students. This school a 45,000 SF new build with classrooms, therapy spaces, a warm water therapy pool, and offices.
| \$24M | 45,000 SF |

SIERRA SPACE CORPORATION HOYT SOLAR COMPLEX

Broomfield, Colorado. This project consists of a two level office area remodel totaling 30,000 SF and a production/testing floor build out totaling 53,000 SF. The complex is the latest Sierra Space endeavor centered on the production of solar tiles to be used on projects like Dream Chaser, the first winged commercial spaceplane.
| \$17.4M | 83,000 SF |

SAINT JOHN'S CATHEDRAL

Denver, Colorado. Historic renovation of the cathedral built in the early 1900s. Work required digging up the wood flooring and subfloor, and providing insulation below the floor. FP also constructed custom air distribution floor grilles to ensure acoustics were not impacted.
| \$4.4M | 2,500 SF |

WHY BLAKE?

- Expert communicator
- Seeks team collaboration
- Flexible thinker who adapts quickly



DYLAN BROWN



CREDENTIALS
OSHA 30 HR
Certified Quality Assurance Technician (CQAT Certified)
Stormwater Basic and Advanced Training
MRWP / Telehandler Certified CPR / AED Certified

- WHY DYLAN?**
- Excellence in time management and schedule control
 - Dedication to quality

16 YEARS IN CONSTRUCTION, 2 YEARS WITH FP

Dylan will direct all field operations and be responsible for overall construction activities. He will develop and update schedules, maintain cost controls, and will ensure that quality and safety procedures are being upheld by all crew members. Dylan will communicate with Owners and Architects and will conduct coordination meetings with subcontractors and suppliers.

COLORADO ACADEMY - NEWTON ATHLETIC COMPLEX PH 1 & 2
Denver, Colorado. Phase I included the installation of new artificial turf field with underfield drainage, multi-layer turf system, public and private sidewalks, irrigation system with new electrical services, permanent perimeter fencing, safety netting, and landscaping. In Phase II, FP installed a parking lot and utilities. The work included new underground detention vault for drainage, rain garden with concrete structural walls, new water/sanitary/storm lines, electrical services to EV chargers/score boards/film towers/sight lighting, ROW for new public entrances, all site grading/curb and gutter/asphalt, irrigation and landscaping.
| \$12.1M | 16,000 SF |

DENVER CHRISTIAN SCHOOL – PERFORMING ARTS CENTER RENOVATION
Denver, Colorado. Fransen Pittman has been partnered with Denver Christian School for over a decade. The school’s most recent project was a complete renovation of their existing performance space and auditorium, including the installation of a new automated seating system designed and installed from Spain. FP also installed a new mezzanine level and audio-visual room, as well as mechanical and lighting upgrades.
| \$4.8M | 30,000 SF |

CONFIDENTIAL CLIENT – SERVER ROOM
Colorado. Renovation of existing SCIF space for creation of new server room. Project scope included a new CRAC and complete HVAC system, constructing new and repairing existing RF throughout the space, providing and installing multi-bank server rack system and integrating with the existing network, and adding a new exterior concrete slab in the existing mechanical pit to house multiple HVAC units.

CONFIDENTIAL CLIENT – TI & SCIF BUILDOUT
Colorado. 25,000 SF tenant improvement project that included a self-contained SCIF (Sensitive Compartmented Information Facility). Independent self-contained high tech systems were installed, as well as a state-of-the-art battery backup system with an independent backup generator. Project scope also included a luxury reception area and completely enclosed (RF) shielding on floors, walls, ceiling, windows, and doors.

EMILY HAYTER



EDUCATION

Bachelor of Science in Engineering,
Civil Specialty, Colorado School of
Mines

Minor in Economics and Business,
Colorado School of Mines

CREDENTIALS

Passed Fundamentals of Engineering
Exam

WHY EMILY?

- Detail-oriented
- Utilizes data, verification, and research as her approach

16 YEARS IN CONSTRUCTION, 1 YEAR WITH FP

During the preconstruction phase, Emily will work with the project manager to generate accurate cost estimates. She will complete quantity takeoffs, define the scope of work with the subcontractors and analyze different building systems for value engineering.

MOUNTAIN SONG COMMUNITY SCHOOL

Colorado Springs, Colorado. Through a Best Grant, Mountain Song Community School, the only tuition free Waldorf charter school in Southern Colorado, selected Fransen Pittman to provide improvements, renovation and an addition to the school.
| \$9M | 40,800 SF |

BAL SWAN CHILDREN'S CENTER

Broomfield, Colorado. Bal Swan Children's Center is an early childhood and therapeutic education center serving infant through kindergarten with a desire to expand and add elementary school students. This school a 45,000 SF new build with classrooms, therapy spaces, a warm water therapy pool, and offices.
| \$24M | 45,000 SF |

DENVER POLICE DEPARTMENT

Denver, Colorado. DPD6 is one of the most active police stations in Denver, and for the past 22 years the staff have been housed in a facility that is not efficient for a police station. DPD6 is in need of a remodel/retrofit and a new annex type facility to house a modern police substation to accommodate the needs of the officers. Scope includes a complete renovation, abatement, and some structural improvements.
| \$42.5M | 75,000 SF |

*INDUSTRY DETROIT

Detroit, Michigan. Renovation of 100-year-old, 122,000 SF school into a modern office space.

*SENDEROS RETAIL BUILDING

Parker, Colorado. An \$8M, three-story, wood framed building over retail space.

*TEP PRAIRIE FIRE 5 MW(DC) SOLAR PLANT

Tuscan, Arizona. A 28 acre, fixed tilt solar facility with 17,000 solar panels.

*FEDERAL 27 VETERAN'S APARTMENTS

Denver, Colorado. A \$4M, four-story wood framed over open concrete parking garage

* Emily completed these projects before joining Fransen Pittman



ALAN ANDERSON



EDUCATION
Bachelor of Science in Construction Management,
Colorado State University, Fort Collins, CO

Minor in Business Administration,
Colorado State University, Fort Collins, CO

CREDENTIALS
Associate DBIA

WHY ALAN?

- Promotes understanding among all team members
- An expert at finding creative solutions to challenges
- Extensive municipal experience

23 YEARS IN CONSTRUCTION, 15 YEARS WITH FP

Alan began his career in the field as a Superintendent. He’s now progressed into the role of Preconstruction Director and brings his field knowledge into the estimating aspect of construction. During the preconstruction phase, Alan will guide the strategy for keeping the project in budget. He oversees the project estimators and works collaboratively with all project stakeholders.

MANITOU SPRINGS: CARNEGIE LIBRARY EXPANSION & RENOVATION

Manitou Springs, Colorado. In 2020, Pikes Peak Library District relocated the existing library to the Manitou Arts Center as a temporary location and have been without a designated library space since then. Pikes Peak brought on FP to renovate the original 1911 historic library in Manitou Springs and construct a 2,950 SF addition to reach ADA compliance.
| \$3.9M | 2,950 SF |

CHILDREN’S MUSEUM OF DENVER & JOY PARK

Denver, Colorado. The Children’s Museum of Denver expansion took place in two phases. Scope of work included a new 160 space parking lot, two story addition, and a three story addition on the opposite end. FP also completed Joy Park which involved extensive landscaping, a boulder field, rustic gabion walls, custom water features, zip lines, mining ruins, caves, sand dunes, a 3.5 story climbing tower, and a camp ruins playground.
| \$8.4M | 27,300 SF |

TOWN OF PARKER DISCOVERY PARK & PLAZA

Parker, Colorado. Located adjacent to Parker’s library, Discovery Park is nearly 2 acres providing a unique destination for all ages. In the summer months, cool off in the interactive play fountain or enjoy a show performed on the outdoor stage. During the winter, there’s a vibrant ice trail open seven days a week and fire pits to keep you warm.
| \$7.2M | 1.4 acres |

RUBY HILL PARK PHASE 3

Denver, Colorado. Ruby Hill is located next to Levitt Pavilion (a project also completed by FP) and will continue the park space. FP was brought on for Phase III, where we will build a 3,000 SF support building with surrounding water features/splash pad, sport court, picnic areas, bike playground, skatepark, and associated landscaping/green infrastructure.
| \$8M | 3,000 SF |

GOVERNOR’S RESIDENCE RENOVATION

Denver, Colorado. Built in 1908, this two-phased historic renovation included replacing the roof and exterior facades, recreating architectural pieces lost over time, replacing and restoring windows, completing brick and stone repairs, structural roof repairs, correcting the drainage system for the roof’s internal gutters and downspouts and repairing/replacing wood architectural elements and painting.
| \$1.6M | 25,000 SF |



JEFF PITTMAN



EDUCATION

Bachelor of Science in Business Administration and Management, Colorado State University Global Campus, Fort Collins, CO

CREDENTIALS

CPR/AED
Certified Quality Assurance Technician (CQAT)

WHY JEFF?

- Jeff is an adaptable, big picture thinker
- While focusing on long-term outcomes, he also ensures connections with key individuals

18 YEARS IN CONSTRUCTION, 18 YEARS WITH FP

Jeff will ensure that the purpose and goals of your project are clearly identified and that each team member is effectively supported and efficiently working towards success. Jeff will meet with The Owner and Architect to provide expertise and ensure your project exceeds your expectations.

MANITOU SPRINGS: CARNEGIE LIBRARY EXPANSION & RENOVATION

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TOWN OF PARKER DISCOVERY PARK & PLAZA

Parker, Colorado. Located adjacent to Parker's library, Discovery Park is nearly 2 acres providing a unique destination for all ages. In the summer months, cool off in the interactive play fountain or enjoy a show performed on the outdoor stage. During the winter, there's a vibrant ice trail open seven days a week and fire pits to keep you warm.
| \$7.2M | 1.4 acres |



TEAM MEMBER AVAILABILITY

TEAM MEMBER/ ROLE	DESIGN	BIDDING	CONSTRUCTION	CLOSEOUT
Blake Faulkenberry, Project Manager	10%	20%	100%	50%
Dylan Brown, Superintendent	10%	10%	100%	100%
Emily Hayter, Senior Estimator	80%	100%	10%	10%
Alan Anderson, Preconstruction Director	40%	40%	10%	10%
Jeff Pittman, Project Executive	10%	10%	30%	30%

SELF-PERFORM

Fransen Pittman has the capability to self-perform numerous jobs, which allows us increased control over budget and schedule. In the event that we pursue self-performed work, we bid 24 hours before subcontractors and ensure that we solicit at least 3 other subcontractor bids for that trade. This ensures that your project receives the lowest price possible from the most qualified workers.

Below is a list of all the work FP is qualified to self-perform:

- Site Concrete
- Structural Concrete
- Rough Carpentry
- Doors, Frames, and Hardware
- Temporary Partitions
- Caulking
- Finish Carpentry Installation
- Millwork Installation
- Layout and Engineering
- Surveying
- Installing Specialties and Equipment
- Miscellaneous Labor
- Miscellaneous Equipment Operation
- Miscellaneous Demolition

We competitively bid all major trades. We understand the desire to obtain the most competitive price and source all trades competitively in the best interest of the project.

PARKER PLAZA



**SIMILAR PROJECT
EXPERIENCE**

SIMILAR PROJECT EXPERIENCE

Fransen Pittman's dedication to serving local communities is what dictates our portfolio of projects. We're purposeful in our pursuits, with an **intent centered on projects that will benefit the community**. Hiawatha Gardens is a unique project that involves many layers: historic renovation, transportation hub, high volume of tourists, mountain location, and a municipal project. We believe that Fransen Pittman's relevant experience in all of these areas, in addition to one dedicated team, makes us the right partner for the City of Manitou Springs.

Fransen Pittman has over 300 municipal projects under our belt, including over 30 historic restorations/renovations. From ground up new builds, to complete interior renovations and everything in between, FP has what it takes. We recognize that community involvement has been essential to the inception of this project and we would be honored to join the team. There's no doubt that together we can seek out innovative solutions to make the Hiawatha Gardens project a resounding success.

In this section, we have highlighted several projects that present similarities to the scope and complexity of what the Hiawatha Gardens restoration requires. **These works include:**



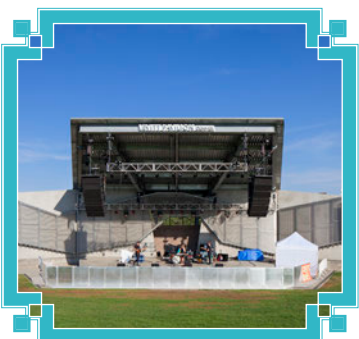
**Manitou Springs
Carnegie Library**



Discovery Park



**Children's Museum -
Joy Park**



**Levitt Pavilion
& Ruby Hill Park**



**Rocky Mountain
Deaf School**



DELIVERY METHOD

CM/GC

PROJECT SIZE

6,436 SF

CONTRACT VALUE

\$4.19M

\$248K above original contract amount due to agreed upon change orders from unforeseen conditions.

PROJECT DURATION

02/2024 - 01/2025

Extended 2.5 months from original schedule due to unforeseen conditions impacting duration.

OWNER

City of Manitou Springs

Erin Ringsred

eringsred@manitouspringsco.gov

ARCHITECT

Ratio Architects

Paul Leasure

pleasure@ratiodesign.com

TEAM MEMBERS

Blake Faulkenberry, Jeff Pittman,
& Alan Anderson

PROJECT SIMILARITIES

City of Manitou Springs
Community space
Community input
Municipal project
Historic project
ADA compliance

MANITOU SPRINGS, CO

MANTIOU SPRINGS CARNEGIE LIBRARY

PROJECT DESCRIPTION:

The City of Mantiou Springs' Historic Carnegie Library was constructed in 1911 and had not received a major renovation since. In 2020, Pikes Peak Library District relocated the existing library to the Manitou Arts Center (MAC) as a temporary location while Fransen Pittman renovated the original and constructed a 2,950 SF new addition to expand services and reach ADA compliance.

Community input was essential in planning this renovation and expansion. The library will provide the public with broader access to on-site meeting and study rooms, computer labs, makerspaces, and more, all in the heart of Manitou Springs.

On February 7th, 2025, members from The City of Manitou Springs, Pikes Peak Library District, MAC, Ratio Architects, and FP, joined alongside eager residents and library patrons to celebrate the grand reopening!





DELIVERY METHOD

CM/GC

PROJECT SIZE

1.4 acres

CONTRACT VALUE

\$7.2M

Completed on budget

PROJECT DURATION

04/2016 - 11/2016

Completed two months
ahead of schedule

OWNER

Town of Parker

Bob Exstrom, Project Manager

(303) 294-9448

bexstrom@parkeronline.org

ARCHITECT

Anderson Mason Dale,

(303) 294-9448

Dan Williams (now with Threshold
Architecture)

TEAM MEMBERS

Jeff Pittman & Alan Anderson

PROJECT SIMILARITIES

Community space

Community input

Plaza

Pavilions

Interactive art sculptures

Municipal project

PARKER, CO

DISCOVERY PARK

PROJECT DESCRIPTION:

Located adjacent to the Parker Library, Discovery Park provides 1.4 acres of unique year-round activities. In the summer months, visitors can cool off in the interactive play fountain and splash pad with programmable water jets and color changing LED lights. Patrons can also enjoy a show performed at the outdoor band shell equipped with sound and lighting. During the winter, there's a vibrant 350-foot ice skating ribbon open seven days a week and fire pits to keep you warm.

Snacks and drinks are available year round from the various concession areas. The park has ample public restrooms and three pavilions. Visitors can also admire (and climb) public art sculptures created by Christopher Weed.

Community input was integral in both the design and construction process. Fransen Pittman was brought on early in the design phase to assist with cost control and constructability.



DENVER, CO

CHILDREN'S MUSEUM OF DENVER - JOY PARK

PROJECT DESCRIPTION:

Fransen Pittman partnered with the Children's Museum of Denver on a multi-phased facility and site expansion project. Included in Phase 1 of the project was the creation of a new outdoor park, which required extensive site work.

Joy Park now comes equipped with a boulder field, rustic gabion walls, custom water features, a zip line, mining ruins, caves, and sand dunes. The park also offers plenty of space for community members to gather.

True to the Colorado vernacular, the seamless indoor-to-outdoor experience offered by the museum teaches children the power of the natural world. The transformed space earned Children's Museum of Denver a position in the top 10 of America's Best Children's Museums by the Early Childhood Education Zone.

DELIVERY METHOD

CM/GC

PROJECT SIZE

1.5 acres

CONTRACT VALUE

\$5.6M

Completed on budget

PROJECT DURATION

04/2017 - 07/2017

Completed on schedule

OWNER

Children's Museum of Denver,
Kerri Atter, Director of Special Projects
(303) 550-8565
kerria@cmdenver.org

ARCHITECT

OZ Architecture
(303) 861-5704

TEAM MEMBERS

Jeff Pittman & Alan Anderson

PROJECT SIMILARITIES

Community space
Plaza
Parking lot
Children's play area
Landscaping
Municipal project



DENVER, CO

LEVITT PAVILION & RUBY HILL PARK: MULTIPHASED PROJECT

PROJECT DESCRIPTION:

The Ruby Hill Park Master Plan is a multiphasd project that will transform the 88 acre site located southwest of Denver into a vibrant regional park, providing various facilities and activities for the community.

Levitt Pavilion, situated in Ruby Hill Park, was completed in 2017. The area holds up to 20,000 people for free concert nights and community events. In addition to the state-of-the-art amphitheater, the venue also includes open lawn seating, a large parking lot that can accommodate food trucks/ vendors, public restrooms, and plenty of nature. Before the site became a public park, it was a radium processing area and later became a landfill, so extensive site work was required. With such a toxic history still present in the ground underneath, the Fransen Pittman crew was diligent in ensuring mitigation efforts were effective. Now, Levitt Pavilion has quickly become one of Denver's most cherished treasures.

Fransen Pittman was selected for the next and ongoing phase, which requires constructing a 3,000 SF building that will serve as a bike and snow sports facility. Other scopes of work include a splash pad/water feature, bicycle playground, skate park, sport court, picnic areas with shade structures, and landscaping. These features will enhance the existing recreational programming that Ruby Hill Park offers, and encourage children and young adults to be active by spending time outside.

DELIVERY METHOD

CM/GC and D/B

PROJECT SIZE

Levitt Pavilion: 5.6 acres/6,086 SF
Ruby Hill Park: 88 acres/61,000 SF

CONTRACT VALUE

Levitt Pavilion: \$5.2M
Completed on budget
Ruby Hill Park: \$10.4M
Currently on budget

PROJECT DURATION

Levitt Pavilion: 09/2016 - 07/2017
Completed on schedule
Ruby Hill Park: 04/2025-03/2026
Currently on schedule

OWNER

City of Denver,
Rohini Saksena
(720) 913-1311
rohini.saksena@denvergov.org

ARCHITECT

Studioslope Design
Jared Floyd
(303) 308-1144
jflo@studioslope.com

TEAM MEMBERS

Alan Anderson & Emily Hayter

PROJECT SIMILARITIES

Community space
Parking lot
Public restrooms
Picnic areas w/ shade structures
Landscaping
Children's play area
Municipal project



DENVER, CO

ROCKY MOUNTAIN

DEAF SCHOOL

PROJECT DESCRIPTION:

A charter school within Jeffco Public Schools, Rocky Mountain Deaf School (RMDS) has partnered with Fransen Pittman on numerous projects on the school's campus, including the construction of a children's playground. The most recent project was the addition of a new athletic complex. The project scope involved a new turf field with outdoor field lights, an electronic scoreboard, bleachers, an open-air pavilion with seating, and several shade structures. The complex is used by RMDS for student flag football and soccer programs, and is rented on weekends for community sports and recreation leagues of the wider community.

DELIVERY METHOD

CM/GC

PROJECT SIZE

3.9 acres

CONTRACT VALUE

\$3.1M

Completed on budget

PROJECT DURATION

06/2022 - 10/2024

Completed on schedule

OWNER

Rocky Mountain Deaf School

Amy J Novotny

anovotny@rmds.co

ARCHITECT

Anderson Mason Dale

(303) 294-9448

TEAM MEMBERS

Alan Anderson

PROJECT SIMILARITIES

Open-air pavilion & lighting

Parking lot

Shade structures

Children's play area

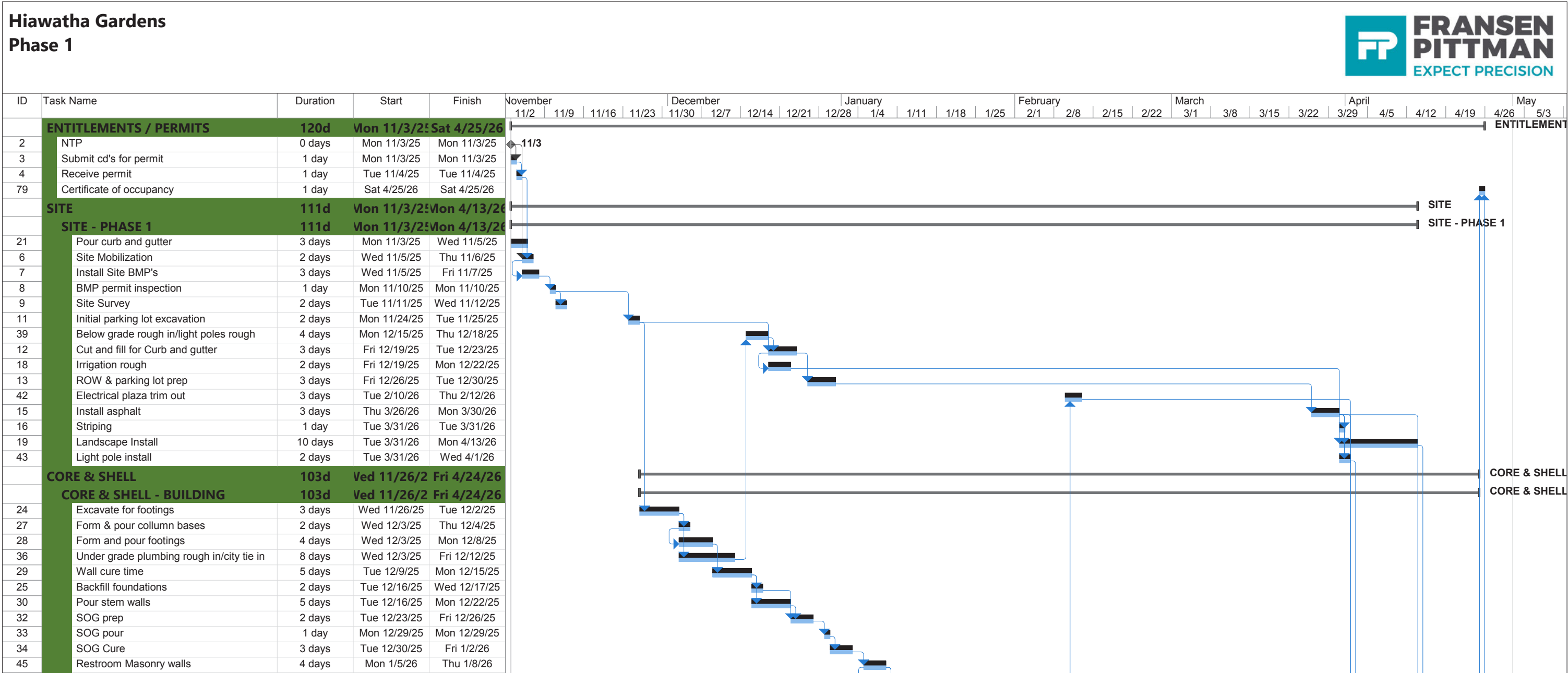


AIIMS COMMUNITY COLLEGE PLAZA

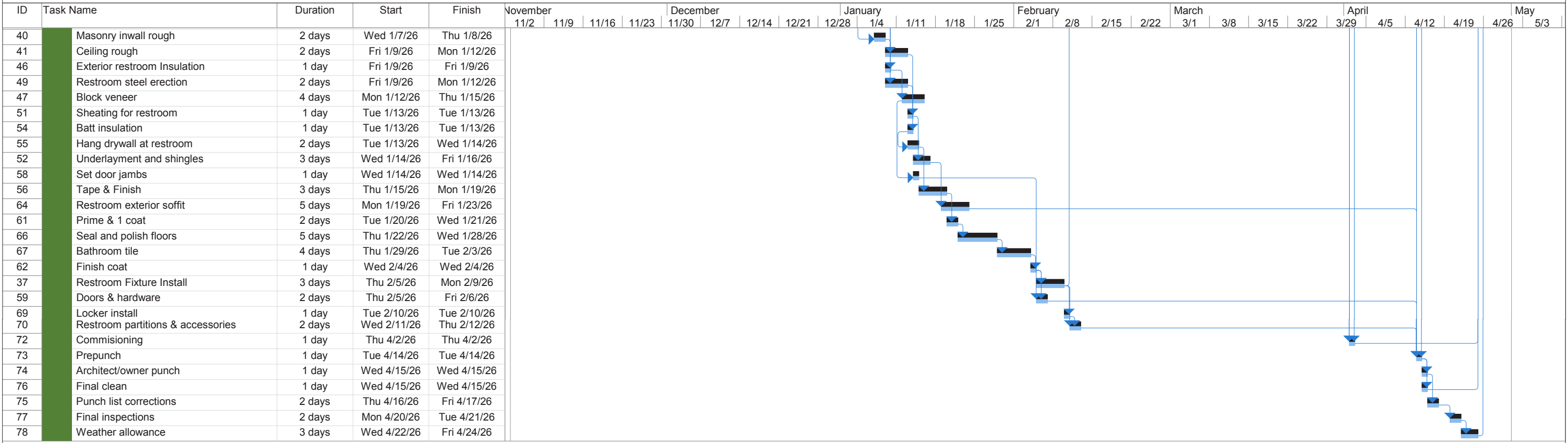


SCHEDULE

FP'S PROPOSED SCHEDULE: PHASE 1



FP'S PROPOSED SCHEDULE: PHASE 1



MANITOU SPRINGS CARNEGIE LIBRARY



PROJECT APPROACH

APPROACH TO CM/GC

95%
OF OUR WORK IS
CONTRACTED
CM/GC

We recognize the value that a CM/GC team can bring to a project. In our experience working under a CM/GC contract, Fransen Pittman has found that our collaborative approach is essential to the success of a project. Fransen Pittman works as a team with all project stakeholders, from early Cost Modeling, to finding creative solutions in the field. Our approach ensures more than just project success, but project-specific solutions that will benefit the City of Manitou Springs.

From the onset of selection for this project, we will establish a date for conducting our Cost Modeling Workshop. This is the point in time when we can engage all stakeholders to review the current set of documents and understand what the expectations and goals are for the project.

This includes a full dive into what scopes of work are involved with each portion of the project with our team and with **input from subcontractors who will provide accurate, up-to-date pricing and procurement for materials on the project**. We know that the most accurate information for pricing and scheduling comes from our close industry subcontractors by having all the key trades involved in reviewing every set of documents and pricing each set of documents. This ensures that the ever-changing material pricing market is as current as possible and that we know how long it will take to procure all of the required materials for the project once they are ordered. The process listed above is as communicative and transparent as possible, bringing significant benefit to the City of Manitou Springs in several ways:

- We **inform everyone on the team** when certain scopes of work need to be released early in order to meet the project schedule.
- We determine **permitting timing** and what required documents are needed to ensure that permitting is timely and known.
- Our team will forensically **investigate the entire site** to ensure that details and drawings provided match the existing conditions.
- Planning and strategizing with the City of Manitou Springs and the Architects to create the best approach to build the project with the **highest level of quality** while meeting all stakeholder goals.
- Ensuring that the GMP (Guaranteed Maximum Price) estimate delivered is **accurate** and ensure that the project can be completed as drawn for that GMP with no change orders, unless unforeseen conditions exist.



CM/GC DELIVERY METHOD – ONE TEAM

Fransen Pittman will have one dedicated team perform all the preconstruction, construction, and warranty services. What differentiates FP from other contractors is that we have the entire project team involved throughout the entire process. This means that project Estimators will be supported by our Project Manager and Superintendent during preconstruction. During construction, the information obtained during precon will be maintained, with no handover meetings necessary.



PRECONSTRUCTION

Our project Estimator, Emily Hayter, will be dedicated to your project and present at every design, coordination, and team meeting. She will work with our Project Manager, Blake Faulkenberry, and Superintendent, Dylan Brown to complete constructability reviews and scheduling updates at every stage of design. Our team will work collaboratively with the Architects to provide accurate estimates at each milestone. Our process is 100% transparent—you will always know the cost of the project.



CONSTRUCTION

When we transition to construction, there will not be any unnecessary hand-off meetings between the preconstruction and construction teams. Our construction team will be ready to hit the ground running. The same level of collaboration will remain during construction and you will always know schedule and budget details.



WARRANTY AND BEYOND

We take a proactive approach to closeout and Owner training. Through early coordination with the Architect, thorough punchlist completion, and subcontractor accountability, we finish strong. In addition to our warranty department, our Fransen Pittman project team members will stay your points of contact after the project is completed.

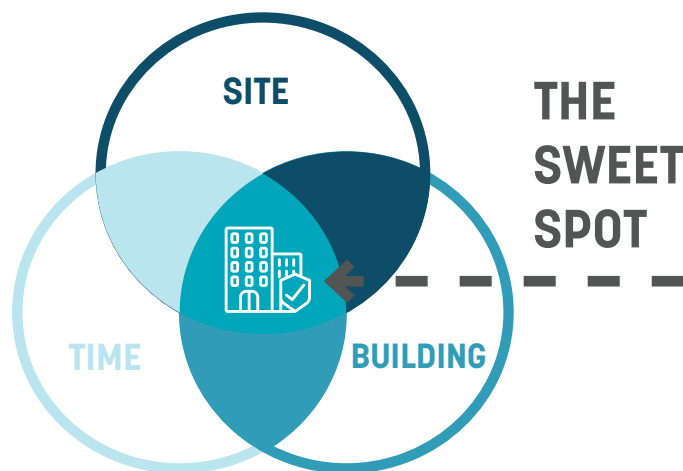


APPROACH TO PRECONSTRUCTION

A NOTE FROM ALAN ANDERSON, PRECONSTRUCTION DIRECTOR:



In every aspect of the City of Manitou Springs' upcoming project, we are working to maximize the budget dollars. In general conditions, there will be a sweet spot in schedule where we're at the most cost effective durations and able to obtain the highest quality. Schedule efficiency is key in maintaining budget and workflow whilst constructing a quality facility. Our **4 Line Item Estimate** views the project in four main dimensions:



1. SITE: What is the size of the site and how much will we build on? How will we uphold the historical integrity of Hiawatha Gardens?

2. TIME: How much time will it take to develop the site and install utilities? How can we work around tourist season?

3. BUILDING: What materials will be used? Are there historical materials that can be repurposed? How can we protect the surrounding wildlife?

4. INDIRECTS: Includes insurance, plan and permit fees, bonds, use tax, overhead and profit. Indirects are agreed upon with the Owner and don't offer as much flexibility as site, time, and building.

TURNING YOUR VISION INTO A PRECISION PLAN

While looking at your project in this 4 Line Item Estimate, we begin to uncover driving cost factors, help to determine ideal constructability, and devise efficient building strategies. This helps us understand the many ways that we can save dollars while maximizing scope. Together, we review all of this information as a group to utilize our collective knowledge.

Right now, the City of Manitou Springs is at a pivotal stage where the collaboration between Owner, Architect, and Contractor will truly elevate its success. We commit to being an early and proactive partner. Unique to FP is our entire team's involvement from the start: Emily, Blake, Dylan, Alan, and Jeff all attend key design/preconstruction meetings. With other contractors, you won't see a team's 100% commitment like this.

BUILDING AN EARLY GMP THROUGH INFORMED COLLABORATION

FP uniquely believes that cost control does not equal scope reduction or value loss. Instead, we implement a preconstruction tool, **MET™**, ensuring budget and scope are always in alignment and that quality is never sacrificed. Intangible in this process is the trust, transparency, and collaboration that is built between all stakeholders. Our Model, Estimate and Track (MET™) process is outlined on the following pages.

MET™—MODEL, ESTIMATE, TRACK

COST MODELING WORKSHOP

This workshop gathers Architects, Fransen Pittman, project consultants, key trade partners, and the City of Manitou Springs' project team for a day-long session to map out the entirety of the project. Within this session, varying options for each feature are presented, while FP provides expert counsel to the Owner regarding decision making.

During cost modeling, FP showcases each individual component of your project. Different building systems or design features can be explored while we evaluate the cost for each option. This provides the team with real-time understanding of how decisions affect the bottom line, putting everyone in their best position to make effective decisions early in the process.



SIGNIFICANCE:

Our Cost Model is historically within 1% of our final GMP, meaning that it sets an accurate road map early in design. Inviting key subcontractors gives us accurate pricing on labor and materials. Subcontractors invited to the Cost Modeling Workshop must still participate in competitively bidding the project.

CONTINUOUS ESTIMATING

We present our estimates at each design milestone (Schematic Design, Design Development, Guaranteed Maximum Price) in a 16 division line item format. Each line item is broken down by labor, material, equipment, and subcontractor.

These estimates are backed by real-time subcontractor pricing and confirm that our team is staying consistent with the decisions made during the Cost Modeling Workshop.



SIGNIFICANCE:

As the project progresses, this process ensures that we are maintaining the City of Manitou Springs' priorities.

TRACKING LOG

As the design evolves, we track every departure from the original cost model and analyze each proposed departure from a cost, schedule, and quality perspective. These changes are approved by the Owner, but remain recorded as a permanent part of the tracking log. The log allows project cost to be reconciled from one milestone estimate to the next and grants decisions to be revisited at each development.



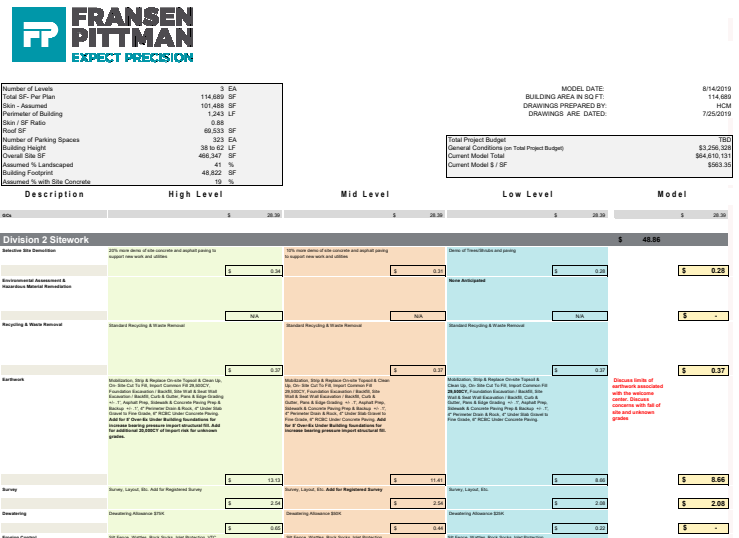
SIGNIFICANCE:

Our tracking log allows our team to revisit design decisions and re-evaluate in terms of scope, budget, and schedule.

COST MODEL EXAMPLE

Our Cost Model breaks each piece of scope into three categories: High, Mid, and Low Level. As a team we explore every option together.

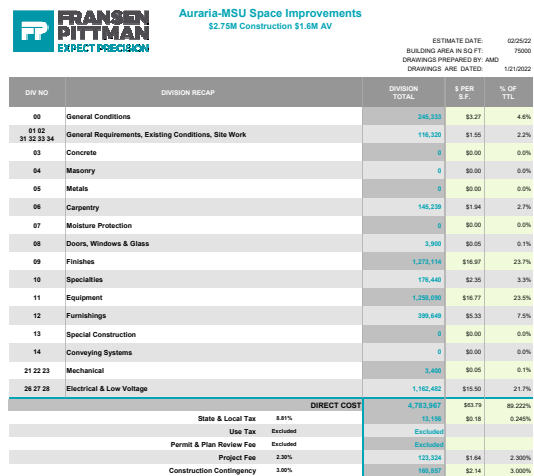
Leveraging the combined knowledge of subcontractors and engineers, we select options that meet constructability, maintenance, and budget goals. From there, we have a road map to guide the designers and the rest of preconstruction. Cost Modeling allows us to release necessary materials early.



ESTIMATE EXAMPLE

We present our estimates at each design milestone (Schematic Design, Design Development, Guaranteed Maximum Price) in a 16 division line item format. Each line item is broken down by labor, material, equipment, and subcontractors.

Our team is also able to provide estimate summaries in a pie chart format for a more visual indication of how cost is distributed within different divisions.



TRACKING LOG EXAMPLE

The tracking log keeps record of all changes made from the original cost model. These changes are presented to the Owner to be approved or rejected.

[illegible]

BUDGET MANAGEMENT

Your proposed Project Manager, Blake Faulkenberry, will be responsible for monitoring cost and schedule and report to the City of Manitou Springs' stakeholders as well as key Fransen Pittman personnel through each phase of the project.

COST TRANSPARENCY

Fransen Pittman operates in a true open book manner, ensuring that we create a culture of transparency. The open-book nature of our process provides visibility into all project costs, not just some. Early and accurate knowledge of project costs allows for informed decision-making and forecasting, which is paramount in ensuring success.

During preconstruction and construction, you as the Owner always know where your dollars are being spent. We build the budget together during our Cost Modeling process, review subcontractor quotes during GMP bidding, and analyze pay applications during our monthly billings. Through our collaborative process, we establish a culture of transparency and trust.



24/7 PROJECT UPDATES

ProjectSight is available 24/7 to the Owner and Architect. Reports are shared with project team members during weekly Owner/Architect/Contractor (OAC) meetings and users can access project details/updates anytime with a simple login.

Fransen Pittman utilizes the construction software *ProjectSight* to track and report on budget, quality, and efficiency on a daily basis. *ProjectSight* is a construction software used to support teams in managing construction projects from a single-source. *ProjectSight* enables constant collaboration amongst project team members, ensuring everyone is updated on critical information and keeps the focus on the task at hand - delivering the project.

Providing:

- Budget and Cost Management
- Document Control from SD Drawings to Close-Out
- Field Management

The City of Manitou Springs' team and the Architects are provided access to these digital tools at all times, and reports are shared and discussed during our weekly Owner/Architect/Contractor (OAC) meetings.

MONITORING TRADE PARTNERS

We manage our subcontractors and their adherence to budget by scrutinizing their pay apps when they are submitted. During construction, we also present these monthly pay apps during every OAC meeting so that the Owner is aware of the current budget and has full transparency of cost.

SCHEDULE ADHERENCE



Pull planning is a collaborative approach to project scheduling that takes a reverse approach to sequencing.

SUCCESS IS BUILT FROM PLANNING

The key to delivering your project on-time is to work collaboratively to ensure that all milestone dates are established early for the project. Our projects are delivered on time because we employ several proactive scheduling measures. In the event of unknowns, we communicate immediately with the Owner and provide solutions to make up time.

PROCUREMENT

We know that procurement is key to schedule control. Because of this, we keep a material matrix that is updated weekly based on subcontractor/supplier input. Our project team will utilize this material matrix during preconstruction to develop a procurement strategy. In addition, we hold weekly meetings with the design team to coordinate submittals, RFIs, and procurement outside of weekly OAC meetings.

	Today 8/30/2022	Confirmed Shipping/Gates	
Item		ETA	Notes
			Updated 8/30/2022
4002CP2+Accs)		7/7/2022	Received
300B-Accs)		7/7/2022	Received
2)		6/1/2022	Received
UW)		8/18/2022	Received
AMP1 (AMP-K75)		5/6/2022	Received
RN1 (P156P15-94")		6/13/2022	Received
RN2 (P156P15-109")		8/31/2022	stock with ACCU-TECH
RN3 (P156P15-113")		6/13/2022	Received
(Science Only)		8/25/2022	Added in COB 05. Shipping next week. Am
(SPA2-60)		7/21/2022	Received
em BT1)		11/15/2022	Delayed to November
W)		8/25/2022	Shipping 8/11. (1) shipped 8/9. Tentative
Country)			
Box		8/12/2022	Picked up on 8/9.
P-LS)		8/19/2022	Received
(PT-VM260)		8/24/2022	Received last 2 6000 Watt projectors
em KP1 (TSC-50-G3)		8/23/2022	Received
Box (GC-100-12 OR GC7/NS/25U/R/R1)		8/23/2022	Received. Custom boxes to secure Global
			delivered 8/26.
		8/26/2022	417 delivered. 320 to ship 8/24. Being sta
			vendor now.
		8/26/2022	135 delivered. 9 to ship 8/24. ESD 8/26/22,
			staged with vendor now.
W)		8/22/2022	Delivered
		8/26/2022	Delayed to ship 8/24. ESD 8/26/22. Being
			vendor now.
and West Winter Break Work Only)		8/15/2022	Delayed to ship 8/24. ESD 8/15/22
		8/24/2022	Delivered. Staging at vendor until Winter
			10/11 ship dates

A procurement material matrix helps our team to set decision dates and make recommendations to the Owner and the Architect on procurement of long-lead delivery items.

MONITOR AND COMMUNICATE SCHEDULE PROGRESS

To ensure that all of our projects stay on track we incorporate the following communication tools into our project process:

- Clear and consistent communication with the Owner utilizing frequent face to face meetings as needed to keep the project moving efficiently, while at the same time respecting the busy schedules of the Owner's project team.
- By using different schedule scopes like a Master Schedule (CPM Schedule), Short Term Schedule, 3-Week Look Ahead Schedules, Weekly Snapshot Schedules, 1/3 and 2/3 Schedule Reviews, our team maintains schedule control and isolates incidents that could affect schedule. We are experts at pivoting and making adjustments if necessary.
- Weekly snap shot schedules identify important milestones and dates when key decisions are needed from the Owner's team. This also identifies points in time throughout the project that specific stakeholders should be involved.

HOLDING SUBCONTRACTORS TO DURATIONS

When we select subcontractors, we include the master schedule and trade-specific detailed schedules within their contract so project expectations and timelines are clearly communicated and binding. When the project begins, our well-planned procurement process ensures that long lead materials are ready for subcontractors when their work is needed.

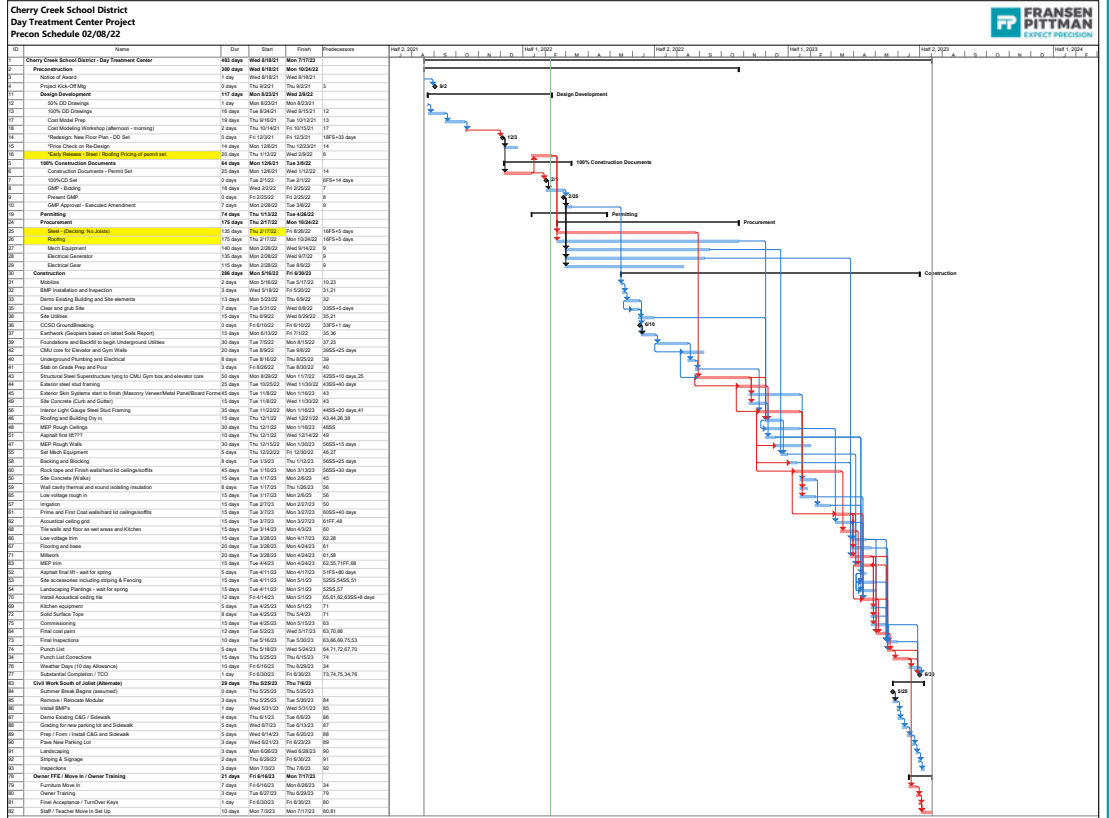
During construction, our Superintendent breaks the overall schedule into five-week intervals that are used to control the daily flow of the project. They depict the past week, present week, and three weeks into the future. This short interval schedule is a key point of discussion in the weekly meetings with subcontractors and keeps the project on time.

CPM MASTER SCHEDULE

We utilize Microsoft Project Critical Path Method schedule to manage the overall project.

The CPM Schedule is utilized for both preconstruction and construction and is created by our Superintendent on the project.

The CPM schedule is extremely detailed and communicated weekly with the Owner.



PROCUREMENT MATRIX

FP creates a unique procurement matrix to track critical materials, their lead times, and identify critical release dates.

This matrix is updated weekly by subcontractor/supplier input.

The procurement matrix is managed by our precon team and field engineer and communicated with the Architect and Owner during preconstruction.

CCSD Bldg. 103 (Renovation) PROCUREMENT SCHEDULE

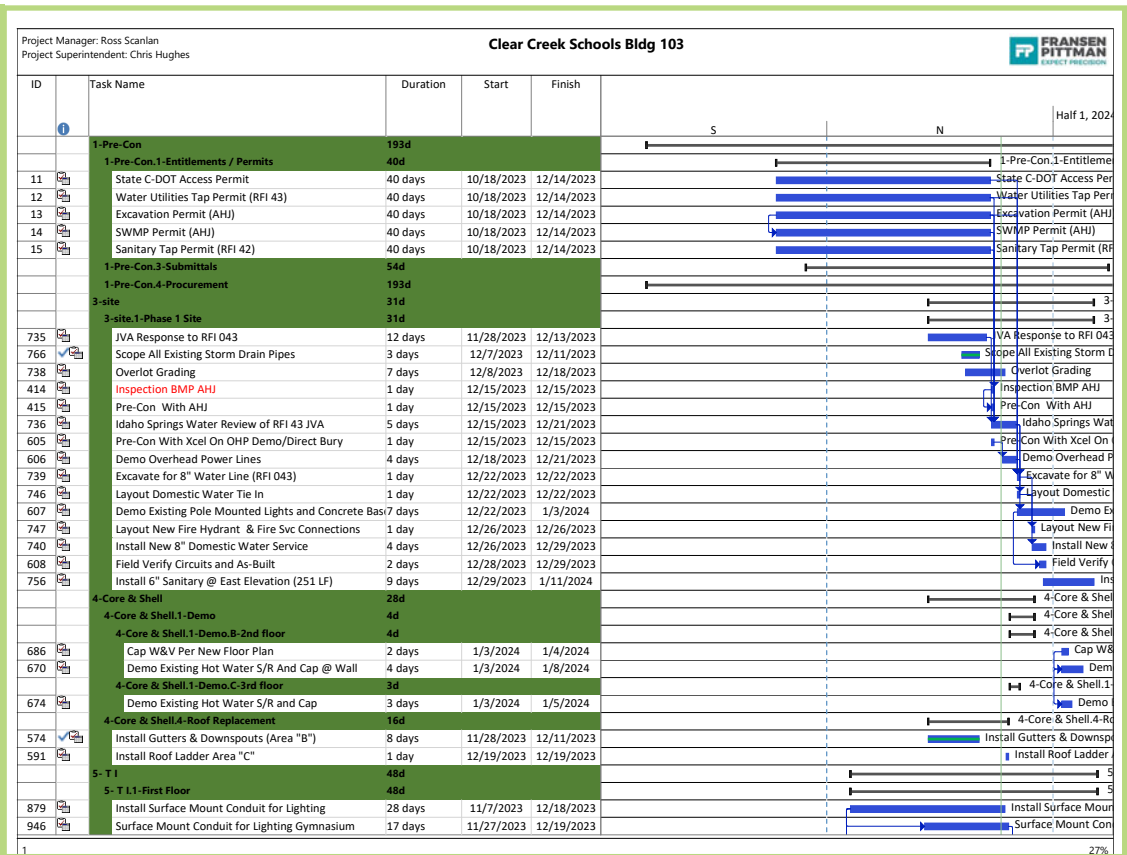
Date Updated 4/23/2024			Approval Deadline within weeks:				Next Step		EXPECT PRECISION		
			SUBMITTAL REVIEW		LATE		DELIVERY		INSTALL		
Division	Item	Responsible Subcontractor	Approved Deadline Prior to Delay	Submitted Sent to Arch	Date Approved	Subcontractor Confirmed Release Date	Lead time (Weeks)	Projected Arrival Date	Date Required to be on site	Scheduled Construction	Notes/Shipping & Tracking Info
03 - Concrete	C.I.P. Fluted concrete walls		2/21/2024	12/14/2023	1/5/2024	1/5/2024	3	2/28/2024	3/28/2024	3/6/2024	
03 - Concrete	Monument Sign (Form & Pour)		5/7/2024								
03 - Concrete	C&G (Form & Pour)		5/1/2024	12/14/2023	1/5/2024	1/5/2024	3	1/5/2024	5/8/2024	5/15/2024	
03 - Concrete	Site Retaining Walls		2/13/2024	12/14/2023	1/5/2024	1/5/2024	3	2/20/2024	2/20/2024	2/27/2024	
03 - Metals	Handrail		3/12/2024	12/14/2023	3/4/2024	3/4/2024	6	4/10/2024	4/10/2024	5/7/2024	
03 - Metals	Galvanized Bollards		4/1/2024	12/14/2023			3	4/29/2024	5/6/2024		
06 - Woods & Plastics	Casework		3/29/2024	1/12/2024	2/16/2024	2/16/2024	6	4/10/2024	4/25/2024		EO 4/25/24
06 - Woods & Plastics	PLM		3/1/2024	1/13/2023	2/6/2024	2/6/2024	8	4/2/2024	5/1/2024	5/10/2024	PL-1 and PL-2 tracking, PL-3, PL-4, and PL-5 tracking for end of April, 3/24/24
07 - Thermal & Moisture	Joint Sealants		11/6/2023	11/7/2023			5				"4-5 week lead time per subcontractor received"
08 - Openings	HM Door Frames, Doors		11/29/2023	11/30/2023	11/7/2023	11/7/2023	9	1/5/2024	2/7/2024	2/14/2024	"8-9 week lead time per subcontractor. Mullions: 4/24/24 EDD. HM doors: Arrived 4/10/24"
08 - Openings	Flush Wood Doors		12/20/2023	11/28/2023	12/6/2023	12/6/2023	18	4/10/2024	5/1/2024	5/8/2024	EO 4/15/24
08 - Openings	Door Hardware		3/20/2024	11/29/2023	12/21/2023	12/21/2023	5	1/25/2024	5/1/2024	5/8/2024	Standard factory lead time "3-5 weeks"
08 - Openings	Overhead Ceiling Door		1/2/2024	11/29/2023	11/29/2023	11/29/2023	5	2/12/2024	2/19/2024		5 week lead time confirmed 4/16/24
08 - Openings	Glazing		1/24/2024	11/29/2023	11/29/2023	11/29/2023	12	2/1/2024	4/24/2024	5/1/2024	"10-12 week lead time from field verification. Main entry glazing arriving 4/15/24"
08 - Openings	Louvers		11/29/2023	11/29/2023	11/29/2023	11/29/2023	9	1/5/2024	1/22/2024		
08 - Openings	Storefront Door Procurement		1/2/2024	11/29/2023	11/19/2023	11/19/2023	10	1/28/2024	3/29/2024	4/5/2024	"8-10 week lead time from field verification."
08 - Openings	Window Film		4/2/2024	11/29/2023	11/29/2023	11/29/2023	5	1/24/2024	5/14/2024	5/21/2024	"4-5 week lead time from subcontractor received."
08 - Openings	Insulated Metal Panel		2/12/2024	12/14/2023	12/14/2023	12/14/2023	12	5/17/2024	5/13/2024	5/20/2024	"10-12 week lead time from field verification."
08 - Openings	Transaction Window		11/20/2023	11/21/2023	11/21/2023	11/21/2023	12				"10-12 week lead time from field verification."
08 - Openings	Pass - Thru						10				"8-10 week lead time from field verification."
08 - Openings	Curtain Wall		2/12/2024	11/28/2023	12/19/2023	12/19/2023	16	5/13/2024	6/10/2024	6/17/2024	Middle of June arrival on-site confirmed 4/19/24. Contractor continuing to push for expedited lead time.
08 - Openings	Rated Glazing		1/24/2024	12/7/2023	12/14/2023	12/14/2023	12	3/7/2024	4/24/2024	5/1/2024	"10-12 weeks from field verification."
08 - Openings	Storefront Hardware						19				"3-5 week fabrication lead time from field verify "14-16 week material lead time from approval."
08 - Openings	Electrified Locksets			1/15/2024	1/18/2024	1/18/2024	3	2/8/2024	5/1/2024		"19 weeks for electrified locksets"
08 - Openings	Solatable						3	2/8/2024	5/1/2024		"3 weeks from approved submittal."
09 - Finishes	Ceramic Tile		2/22/2024	11/14/2023	11/17/2023	11/17/2023	9	5/1/2024	5/2/2024	5/9/2024	All CT except CT-1 EDD 3/28/24. Contractor to confirm status of CT-2
09 - Finishes	Acoustical Ceilings (Soft Tile)		4/16/2024	1/29/2024	2/8/2024	2/8/2024	5	3/14/2024	5/28/2024	6/4/2024	"3-5 weeks out from approved PD / Sample Submittals"
09 - Finishes	Resilient Flooring		3/7/2024	12/13/2023	12/14/2023	12/14/2023	9	2/15/2024	5/1/2024		In stock in Denver
09 - Finishes	Resilient Athletic Flooring		4/1/2024	11/29/2023	11/14/2023	11/14/2023	9	6/10/2024	6/10/2024		
09 - Finishes	Tile Carpeting		3/7/2024	11/6/2023	11/14/2023	11/14/2023	9	3/16/2024	5/1/2024	5/23/2024	All carpet besides CPT-2A EDD 3/28/24. Contractor to confirm CPT-2A EDD
09 - Finishes	Wall Coverings		2/26/2024	12/7/2023	12/7/2023	12/7/2023	9	2/26/2024	4/15/2024	4/22/2024	"1 week lead time confirmed 4/15/24"
09 - Finishes	Exterior Paint		1/1/2024	12/13/2023	12/13/2023	12/13/2023	5	11/30/2023	12/7/2023		
09 - Finishes	Interior Paint		1/1/2024	12/13/2023	12/13/2023	12/13/2023	5	2/1/2024	2/19/2024		Full interior paint (PD / SO) approved
09 - Finishes	Grid Ceiling		1/21/2024	1/29/2024	2/8/2024	2/8/2024	0	2/8/2024	5/28/2024	6/4/2024	Confirmed to be stocked in subcontractor warehouse
09 - Finishes	Custom Acoustical Ceiling Panels (Waffle)		4/10/2024	2/14/2024	2/19/2024	2/19/2024	6	4/14/2024	6/5/2024		Lead time updated to 4-6 weeks
10 - Specialties	Display Cases		10/4/2023	1/16/2024	1/16/2024	1/16/2024	9	1/16/2024	10/11/2023	10/18/2023	
10 - Specialties	Fire Protection		1/1/2024	1/1/2024	1/1/2024	1/1/2024	9	1/1/2024	1/1/2024	1/22/2024	
10 - Specialties	Wall and Door Protection		10/11/2023	12/20/2023	12/13/2023	12/13/2023	3	1/13/2024	11/14/2023	11/21/2023	
10 - Specialties	Toilet Partition and Access		1/31/2024	1/22/2024	2/1/2024	2/1/2024	9	4/4/2024	4/10/2024		
10 - Specialties	Toilet, Bath, Laundry Accessories		3/16/2024	12/16/2023	12/12/2023	12/12/2023	9	2/12/2024	5/1/2024	5/2/2024	
10 - Specialties	Flagpole Procurement		5/28/2024	1/16/2024	1/16/2024	1/16/2024	3	1/16/2024	6/25/2024	7/2/2024	"2-3 week lead time"
10 - Specialties	Signage Procurement		5/21/2024	1/21/2024	1/21/2024	1/21/2024	5	5/21/2024	5/21/2024	5/9/2023	"3-5 weeks (panel signs, vinyl/dimensional acrylic). "2-4 weeks (cast lettering/signage)"
10 - Specialties	Interior Signage		4/16/2024	4/8/2024	4/9/2024	4/9/2024	1	4/16/2024	6/19/2024	6/26/2024	"1 week lead time confirmed 4/17/24"
11 - Equipment	Gymnasium Equipment		6/16/2024	3/29/2024	3/29/2024	3/29/2024	6	6/16/2024	6/16/2024	6/10/2024	Burke lag steps increase to 1-10 weeks 3/12/24
11 - Equipment	Outdoor Playground Equipment		3/11/2024	2/12/2024	3/1/2024	3/1/2024	10	5/20/2024	5/27/2024	6/1/2024	Field Verification needed for full release / updated procurement lead time. Site visit Thurs. 1/25/24
11 - Equipment	Foodservice Equipment		4/1/2024	1/2/2024	1/18/2024	1/25/2024	5	2/28/2024	5/1/2024	5/22/2024	
11 - Equipment	Residential Equipment		4/22/2024	2/29/2024	3/14/2024	3/14/2024	2	3/28/2024	5/1/2024	5/20/2024	"2 week lead time confirmed"
12 - Furnishings	Window Coverings		3/28/2024	3/8/2024	4/1/2024	4/1/2024	6	5/16/2024	5/16/2024	5/23/2024	6-8 week lead time after PM. PM either 4/15 or 4/17
12 - Furnishings	Icon Shelter		11/21/2023	11/7/2023	12/20/2023	11/28/2023	21	4/23/2024	4/23/2024	4/15/24	

SHORT INTERVAL SCHEDULE

In combination with the CPM Master Schedule, the Short Interval Schedule identifies work occurring in a smaller snapshot of the project, typically 2-4 weeks.

The Short Interval Schedule identifies critical subcontractor tasks and work flow efficiency.

This schedule helps manage work at a daily level.



SCHEDULE NARRATIVES

A schedule narrative is used to provide weekly project updates to the Owner.

The narrative outlines a summary of the work completed, the critical paths identified, current/anticipated problem areas and delaying factors, any revisions made to the project, and a review of the updates of the work in place.



The following is a schedule narrative report for the Annex/CSP schedule update. The schedule file has a status date of **05.02.2024**.

The schedule file is [Project Site- CSP-File Library- Schedules-Master Schedule- 05.02.2024](#). [Annex File Library- Schedules-Master Schedule- 05.02.2024](#).

Summary:

The **CSP** schedule has been updated to show the work put in place and the status of the project as of the new status date of **05.02.2024**. The critical path kicks off through the **DOAS unit which is submitted approved and on order with a 33-week time from 11.08.2023. Raised Flooring rough ins, finishes, TAB.**

The **ANNEX** schedule has been updated to show the work put in place (Demo) and the status of the project as of the new status date of **05.02.2024**. The critical path kicks off through **DEMO, Stone Cleaning, Roof Work, Interior Demo, TAB.**

Description of the Critical Path:

The critical path is as follows:

CSP: **DOAS, Raised Flooring, Rough Ins, Finishes, Annex Roof Work and Units installs, TAB.**

Annex: **DEMO, Stone Cleaning, Roof Work, Interior Demo, TAB.**

QUALITY CONTROL

Precision Plan - Field Operations		Revision Date: 10/2/2020
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3.2.1.	Create IMATCP forms	7
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A Precision Plan is reviewed with all subcontractors prior to construction to regulate quality & material installation.



Team constructability review to ensure quality and system coordination.



Revizto is critical to resolve clashes early in design and coordinate successful MEP systems installation to avoid errors in construction.

ONE TIME TASKS: Development of Specific Quality Plan

A custom Precision Plan is distributed to all project stakeholders upon project kickoff. This plan outlines our expectations and objectives, creates a specific quality control plan for your project, and provides tools and resources to enforce quality. Construction quality depends on effective planning, coordination, communication, supervision, and testing.

OWNER PARTICIPATION:

- Design Approval
- Regular Meetings and Updates
- Punch List Review

QUALITY STARTS IN PRECONSTRUCTION: Early and Consistent Constructability Review

We know that a comprehensive constructability review is vital to the success of any project and will make or break a schedule. Throughout design, our entire team provides constructability reviews as the drawings and specifications are being prepared. We review the project from the bottom up and review the interface of various systems. We recommend alternate solutions whenever details affect budget, schedule, constructability, and consistency with local and traditional trade practice. Utilizing 3D technology like Revizto aids in constructability by uncovering risks before construction.

BENEFITS OF REVIZTO:

- Helps identify issues before construction takes places
- Dramatically reduces the amount of hours spent in the field coordinating mechanical system clashes
- 3D building and details can be viewed from an iPad in the field
- Better helps you understand complex areas of the building by viewing the actual products that will be installed and modeled with accurate dimensions
- Helps with building schedules to better sequence different trades
- Clearances are modeled on equipment so that they are easily accessible for maintenance in the future
- Mechanical equipment can be strategically placed to mitigate the need for access panels
- Trades can come in and install their piping, ductwork, and equipment exactly as the model shows, avoiding weeks worth of rerouting pipe and ductwork by trial and error

SUBCONTRACTOR PREQUALIFICATION AND BUY-IN

Selecting qualified subcontractors and suppliers is critical in delivering quality work. We use a thorough prequalification process to ensure subcontractors selected for the project adhere to budget, schedule, safety, manpower, and financial requirements.

When trades are under contract, our Superintendent holds a “precon” meeting with all selected subcontractors to study their scope of work with the subcontractor's foreman. These preconstruction meetings allow for a proactive approach to quality monitoring, help to define safety expectations on the job, and begin our Pull Planning sessions to ensure schedule efficiency and buy-in. This keeps all team members on the same page and clarifies project goals.



Mock-ups of building systems onsite ensure specifications and standards.

QUALITY IN CONSTRUCTION

We execute successful quality in construction by:

- Planning for Quality**
Create a site-specific Quality Plan for the project and review with subcontractors and project stakeholders
- Doing Quality Assurance**
Use Specifications, FP Quality Manual, and SMATC2P forms to organize work
- Checking Quality**
Review Quality throughout the project with subcontractors, vendors, and the project team
- Acting on Quality issues**
Track quality follow-up, successes, and deficiencies
- Reporting on Quality**
Closeout and document quality

QAO ACTION LOG		
	Closed	
	Pending	
	Open	
Action Taken/ Corrections	Open	Date Due
Action has been resolved. See Observation Report 9	Closed	5/28/19
10/22: Discussed all items above. Mortar will be used in lieu of grout and will review on section on the building for an in place mock up and team will request photos of install around the perimeter during install. Design team will also be reviewing joints on building. Brick had been power washed, but was still wet so did not review mortar colors. Item closed.	Closed	12/6/19
1/28 given directive to use grout	Closed	
Sealer gasket was installed, item closed	Closed	8/13/19
AD 1D removes the metal sill	Closed	
All these basements will be grouted	Closed	
Waterproofing install over diamond pour backs we have pictures to prove it.	Closed	
Design team to respond	Closed	
Design team to ultimately respond to these issues	Closed	
This issue was closed during our doc. The Architect outlined that our current installation was acceptable. The head and jambs of the HM frames were sprayed before the mason came in.	Closed	
06/26: Team reviewed a new option via submittal review. We will review an in place mock up on the building. We can close this item.	Closed	
06/26: This has been shifted to clear the display case	Closed	
06/26: Decking has been ordered.	Closed	
07/17: New decking has been installed	Closed	
Brick was removed and fixed	Closed	
Sediment was washed out	Closed	
UNKNOWN REINSPECTED open discrepancy for item #9 and found missing connections to be installed at remaining locations, this item is now closed	Closed	

The FP team conducts daily QAO walks and documentation to ensure quality compliance.

QUALITY ASSURANCE OBSERVATION

During construction, FP utilizes the QAO (Quality Assurance Observation) process for monitoring and assuring a high-quality outcome with minimal building and system issues throughout construction. This Action Log is conducted daily and communicated with the Owner weekly. QAO reports ensure that the right materials are on site and being installed correctly per specifications.

iAuditor will be used for observing and recording results of critical and high-risk assemblies. The following templates are available:

- SMATC2P Observation template—use for product or assembly.
- FLAPSET Observation template—use for general building envelop system.
- General Observation template—use for any work scope to document or create actions. Each observation template consists of a general assessment of the work, photos, notes, and action items if follow-up is necessary.

VEHICULAR BRIDGE CONSTRUCTION

Constructing a vehicular bridge is a specialized trade, so Fransen Pittman would enlist the expertise of a bridge subcontractor. This partnership would enable our team to efficiently allocate resources, find innovative solutions to potential problems, and ultimately deliver a successful and structurally sound vehicular bridge.

Potential challenges and solutions may include:

- **Geological Factors** -Thorough investigative site work would allow our team to have a solid understanding of how to approach the vehicular bridge before beginning construction.
- **Regulatory Compliance and Permits** - FP has experience working with local, state, and federal entities to ensure that the necessary permits are obtained and will not affect the project's schedule.
- **Material Selection** - Our in-house civil experts partnering with a vehicular bridge trade partner would guarantee that the correct materials (e.g. steel, concrete) are selected, and that these materials meet specific strength and durability requirements.

Frasen Pittman's team consists of two experts in the civil industry. John Meyers and Kyle Von Holdt review all projects and bring invaluable knowledge and experience. They offer creative solutions for project challenges and are always available to support the team as needed. Here is what John Meyers had to say about the Vehicular Bridge portion of your project:



JOHN MEYERS
LEAD SURVEY ENGINEER



KYLE VON HOLDT
CIVIL SYSTEMS COORDINATOR

"Bridges are the most cost-effective when the body of water they cross is very large and wide. In the case of Fountain Creek, I would suggest we start with box culverts, or concrete boxes to pave over the top. These can be dressed up as bridges to make them look great. If box culverts aren't a good fit, I would look at a Contech Con/Span which is also known as a Precast Bridge. Contech has their own design team who are able to meet the needs of your project. They design the structure for you, fabricate it, and ship it to you. Bringing Contech on as an Expert Trade Partner may be a great option for your project."



Bridge designed by
John Meyers for a
project in Windsor, CO

HISTORIC PROJECT EXPERIENCE

Manitou Springs' history is deep-rooted, from the sacred healing mineral springs, to the rich artisan influences, this is a mountain community like no other. Thanks to the hard work and dedication of community and staff members, preserving this history continues to be of utmost priority today.

Fransen Pittman understands the high importance of selecting the right team that will honor these historic roots. Our firm has successfully completed over 30 historic restoration/renovation projects. We are confident that this knowledge will guarantee a positive construction experience and outcome for all stakeholders on the Hiawatha Gardens restoration project.

We have highlighted four of these historical projects, all of which are municipal:



STATE CAPITOL ROOF RESTORATION

FP removed the Capitol's existing roof and restored it with copper and slate roofing, replicating its original condition from the late 1800s. Navigation of the tight site, discovery of asbestos, safe transfer of workers and supplies, and protection of historic murals and building finishes were unique challenges to solve.



GOVERNOR'S RESIDENCE

The historic renovation of the 1908 Governor's mansion was completed in two phases. The scope included replacing the roof/exterior facades, recreating historic architectural pieces, replacing/restoring windows, removing lead-based paint, brick/stone repairs, and correcting the drainage system for the roofs downspouts.



ERIE TOWN HALL

Erie Town Hall was built in the 1880s and served as Lincoln School for a period of time until it was renovated. Phase 1 included an interior/exterior refresh, allowing the community to enjoy defined office/work spaces and a better flow of traffic. FP recently completed Phase 2, a two-story addition for the Town of Erie's expansion.



CU BOULDER KETCHUM HALL

First constructed in 1938, FP renovated and updated the interior of this highly utilized Arts and Sciences building. Maintaining the historic Tuscan vernacular architecture was crucial to project goals. Modern-day updates were implemented, along with an enhanced layout of the four floors.

APPROACH TO HISTORIC PROJECTS

PRESERVING THE IDENTITY OF HIAWATHA GARDENS

The historic Dance Hall has taken many forms since its inception in 1889 (restaurant, beer garden, theatre, open-air ballroom), all of which were centered on connection and community. Since the City of Manitou Springs purchased the property in 2015, it has been a top priority to improve the Hiawatha Gardens site.

In present day, Hiawatha Gardens provides city residents and tourists with necessities such as a parking lot and a bus stop to access Main Street, the Manitou Incline, and various other parts of the city. Preserving the heritage of this iconic site while renovating the area to fit Manitou's needs is of paramount importance to Fransen Pittman. We have partnered with historic societies while working on past projects, and we are committed to working in tandem with the Manitou Springs Historic Preservation Commission to the degree that the City of Manitou Springs requires.

We truly enjoy working on historic buildings. Honoring those that built it, and those that occupied it is one of our favorite focuses. Every historic building or location has a story to tell. When restoring the State Capitol's roof, we discovered historic murals that were long ago covered up. Additionally, on the interior dome of The State Capitol, we found the signatures of every craftsman who had worked on the project, dating back to the late 1800's, which now includes names of FP workers. We know that Hiawatha Gardens will also have a unique story to tell and we can't wait to uncover it.



BUILDING INVESTIGATION: Where do we start?

When embarking on a historic restoration project, we know that three things are key:

- 1. RIGHT PARTNERS:** FP will conduct interviews with qualified restoration partners who specialize in the unique components of your project. The City of Manitou Springs stakeholders will be present at those interviews. This will also allow the team to ensure our restoration partner is the right fit. In order to honor the historic integrity of the State Capitol Roof, the right professionals had to be sourced so the mill copper could be seamed using the historic iron soldering method. We also recognize that Hiawatha Gardens and the surrounding area provide essential habitats to species, including those that are endangered. We could also seek the right partners to protect the wildlife, as was done on the North Boulder Library project to protect bee habitats.
- 2. FORENSIC INVESTIGATION:** From our experience on dozens of historic projects, FP knows how important it is to fully understand the site and building. We will utilize the investigative work that has already been completed on Hiawatha Gardens as a jumping off point to build our understanding and approach. From there, the FP team will conduct thorough observations of the site by using a sounding tool to find any hidden defects or delaminations. This investigative work will allow our team to make recommendations of repair and building materials, with an emphasis on preserving the historic traits of the Dance Hall.
- 3. THOROUGH QUALITY CONTROL:** The quality of a project is especially important when working on a historic site or building. From our experience on similar restoration projects, we understand the materials and necessary checks and balances for installation and restoration. Using extensive photo and note documentation of existing conditions and installation conditions, along with a Quality Control Observation Report, our team guarantees a finished project that meets the highest quality.



Iron Soldering:
State Capitol Roof



Sounding Tool:
Governor's Residence



Column Restoration:
Governor's Residence

PUBLIC ENGAGEMENT

UNDERSTANDING THE CITY'S CULTURE OF ENGAGEMENT

Manitou Springs residents have a deep appreciation for the city they call home. The community has a voice, whether that's preserving historical sites, investment in the school system, or working towards sustainability, their dedication is crucial. The City of Manitou Springs is intentional about consulting and collaborating with the public when making decisions, and we recognize that Hiawatha Gardens is no exception. For the past decade, community events and information sessions have helped shape the vision and goals of your project.

Fransen Pittman believes that the best project teams involve all stakeholders, including community members. Manitou Springs residents hold a perspective that is essential to restoring Hiawatha Gardens. This project will impact their day to day lives by providing enhanced transportation options, a better flow of traffic (especially during tourist season), and a community space to gather, all while maintaining the historic integrity of the site. Fransen Pittman intentionally seeks out community projects because we understand the invaluable results.

FP'S PUBLIC ENGAGEMENT APPROACH

We know first hand how fun construction can be. Finding safe, interactive, and meaningful ways to involve the community throughout the process is one of our passions. Some of the community engagement strategies we've implemented before that could be a great option for your project include:

- Community events/BBQ that inform the public about the project
- Touch-A-Truck (up-close exploration of construction equipment)
- QR codes to inform residents/tourists about the project and efficiently notify them of changes
- Community site tours (this was a big hit for the Manitou Springs Carnegie Library!)
- Sponsor a community clean-up day
- Install un-screened perimeter fencing to view construction progress while maintaining safety



STORMWATER MANAGEMENT

Fransen Pittman participates in the Colorado Stormwater Excellence Program (CSEP), a public-private partnership to facilitate successful management of stormwater quality associated with construction activities. The program provides construction site operators and site owners with the necessary tools to obtain and maintain day-to-day compliance with local, state, and federal requirements for discharges associated with construction sites.

Tim Taylor, FP's Safety and Environmental Director and our expert Stormwater Management team member, is a board member of CSEP. Tim has made it his mission to educate and support FP's team and trade partners at every job site to ensure that the highest safety standards are met.

In addition to Tim's expertise, **every Fransen Pittman field employee holds an Advanced Stormwater Management Certification from CSEP**, which we are happy to share upon request.

We recognize the City of Manitou Springs' dedication to promoting sustainability, commitment to preserving natural resources, and efforts to reduce its carbon footprint. Fransen Pittman is the right partner to help reach these goals. We take sustainability seriously and have **built and renovated many projects that have achieved LEED Gold Certification** including: CU Boulder Ketchum Hall, CU Boulder IPHY building addition, Lochbuie Town Hall & Police Services, Davis Partnership Architects Office, Wright Farms Library, and Brighton Library.

SUSTAINABLE STORMWATER MANAGEMENT:

Fransen Pittman pledges to work alongside the City of Manitou Springs and the Architects to enhance environmental sustainability during the restoration of Hiawatha Gardens, while aligning with the Land Use and Development Code (LUDC). Our team has experience with the following techniques that facilitate on-site stormwater infiltration:

- Bioswales
- Vegetative Filter Strips
- Rain Gardens
- Green Roof System



Fransen Pittman is a **Gold Level leader in the Environmental Leadership Program**. This level demonstrates our voluntary action to go above and beyond compliance with state and federal regulations and highlights our commitment to continual environmental improvement.



Brighton Library is recognized as the first carbon positive library to be built in the United States. Its design and construction incorporated energy-efficient features like geothermal heating and cooling, day lighting strategies, and the use of recycled materials in the building to lower its impact on the environment.

STORMWATER MANAGEMENT PROJECT SPOTLIGHT:

North Boulder Library

North Boulder Library was designed and constructed with an emphasis on community, creativity, and sustainability. This 12,000 SF, \$11.3M facility was decades in the making and is now a cherished destination for Boulder residents. While the library was under construction, the city experienced its wettest spring since 1945. Heavy rains arrived just as foundations were being poured. Situated on a narrow stretch of land, the site sits just 50 feet north of Four Mile Creek. Flooding became a concern, making water mitigation a top priority.

The FP team acted quickly by building stormwater diversion structures to redirect surface water and installing various sediment traps, ultimately ensuring quality construction practices and the safety of the construction crew. Erosion prevention also supported the health of the surrounding ecosystem. The crew's expertise proved pivotal in practicing proper management, maintaining swales, and monitoring catch basins. These measures channeled runoff and captured sediment, keeping the surrounding creek pristine.

In addition to stormwater mitigation, the library features a solar panel roof that is equipped to support a future living green roof system to sustainably manage rainfall.



APPROACH TO PROJECT CHALLENGES

SCHEDULE

Success is built from planning, which is why we employ different schedule scopes to keep the project on time, even in the face of unforeseen schedule constraints. We have never had a project run over the negotiated schedule because we employ several proactive measures. In the event of unknowns, we communicate immediately with the owner and provide solutions to make up time.

PROACTIVE MEASURES:

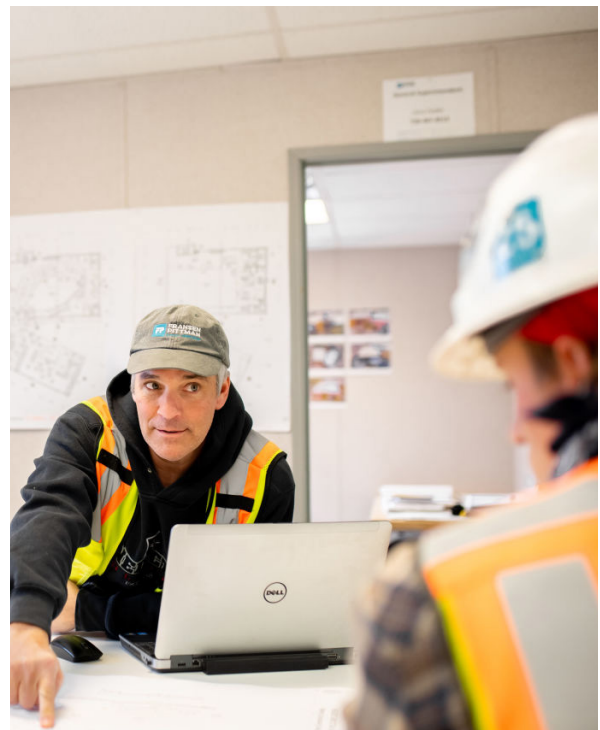
Our job is to never be behind schedule. We work to live up to that expectation through various proactive schedule processes and tactics. Below are methods used to control the schedule:

- The **Master Schedule** is a broad critical path method (CPM) for the entire project. We use Microsoft Project to develop the logic of the CPM network and then develop a simplified bar chart for distribution and straightforward understanding. This schedule is manpower-loaded to track our labor requirements, and resource-loaded to monitor subcontractor crew size.
- **Detailed Schedules** go into greater breakdowns on specific areas of the project. Resource leveling is done from this schedule.
- **Short-Term Schedules** normally cover a three-week time period and are prepared at the field level. They are updated weekly by the project Superintendent and reviewed and distributed at the weekly on-site subcontractors' meetings. The short-term schedule, in concert with the master schedule, is an agenda item in the weekly Owner/Architect/Contractor (OAC) meetings. This short-term schedule is key to keeping the project moving forward.
- **Schedule Review** is a day long internal schedule audit with upper management, field forces, and an outside scheduling consultant where we ask the Project Manager and Superintendent to demonstrate that the schedule is on track.

After all that proactive work, we minimize any critical schedule delays. Long lead procurement items are known and ordered. All stakeholders are aware of key milestones and how to achieve them.

Inevitably, we will still face hiccups, but hiccups can easily be managed and overcome. When faced with minor schedule delays, we confront them with transparency and a solutions-oriented mindset. Always, **our first action item with any potential schedule delay is communication with the City of Manitou Springs.** We alert your team first of any potential issues and offer our solution. We don't present problems without a solution.

It's all about the trust we build as a team, taking the issues one by one and providing solutions to them in a transparent way. You can trust Fransen Pittman to provide solutions, evaluate our risks, and focus on the problem as a team through pull planning and "all hands on deck" meetings where we work together to solve schedule and or budget.



BUDGET

Eliminating any budget overruns is why Cost Modeling and team collaboration is so important. Early in design, Cost Modeling brings the entire team together to map out the project and establish a steady plan for the rest of preconstruction. Our Cost Model is within 1% of the Guaranteed Maximum Price (GMP).

But, let's say that during our Cost Model, we are over the desired budget. Our team will revisit the design and analyze where we are putting dollars. We creatively look for better uses of your budget in building solutions.

To highlight a municipal project example, Parker Library was modeled at a higher value than Douglas County Libraries (DCL) desired. By revisiting the design as a team, we found creative building solutions that met DCL's design standards and still saved money.

During construction, because of the type of contract our firm signs with the City of Manitou Springs, any budget overruns during construction would not be taken on by the Owner. Fransen Pittman would be responsible for any cost over the agreed upon GMP.

PROJECT	COST MODEL	FINAL GMP ESTIMATE	% DIFFERENCE
Parker Library, New Facility	\$12,208,086	\$10,362,441	-15%
Castle Pines Library, New Facility	\$5,106,974	\$5,151,842	0.89%

MINIMIZING CHANGE ORDERS:

Changes to construction cost (change orders) can begin with a Request for Information or Submittal Review. The Fransen Pittman team will vet out all issues regarding each request so that the Owner is fully aware of any pricing and/or scheduling impact. No work will commence on the issue in question without the Owner's full knowledge and acceptance.

Any change order that we request will only be due to an unknown condition that is encountered, or a directive from the Owner and Architect. Change orders are only submitted for these situations, we do not use change orders to cover mistakes in the final GMP.

COMMITMENT TO QUALITY

At Fransen Pittman, quality is never compromised. Our team makes it a priority to develop a strong partnership with the Owner and Architect so we fully understand your priorities and goals. Despite any budget or schedule challenges, the quality of your project will always stay at the highest level. These changes are transparently communicated to the team so we can make an informed decision together.

Our high expectation of quality is clearly communicated with trades on the site by providing a project-specific Precision Plan and all management on site are Certified Quality Assurance Technicians.

GOVERNOR'S RESIDENCE

A large, two-story red brick house with white columns and a balcony, partially obscured by a large tree. The house has a prominent front porch with white columns and a balcony above it. The number '400' is visible above the entrance. The house is surrounded by greenery and a large tree in the foreground.

REFERENCES

REFERENCES

PROJECT	OWNER	ARCHITECT
Manitou Springs Carnegie Library Manitou Springs, CO	City of Manitou Springs Erin Ringsred eringsred@manitousprings.gov	Ratio Design Paul Leasure pleasure@ratiodesign.com
Discovery Park Parker, CO	Town of Parker Bob Exstrom (303) 294-9448 bexstrom@parkeronline.org	Anderson Mason Dale Dan Williams (now with Threshold Architecture) (303) 294-9448
Levitt Pavilion Denver, CO	City & County of Denver Rhini Saksena (720) 913-1311 rohini.saksena@denvergov.org	Studiotrope Design Jared Floyd (303) 308-1144 jflo@studiotrope.com
Governor's Residence Denver, CO	Department of Personnel & Administration Tim Gilbert timothy.gilbert@state.co.us	EUA Architects Jane Crisler (303) 256-1140



COLORADO
Division of Capital Assets
Capitol Complex Architects

To Whom It May Concern

Re: Colorado State Capitol Roof Replacement and Restoration
Reference for Fransen Pittman Construction

Fransen Pittman Construction was selected for the Colorado State Capitol Roof Replacement and Restoration Project. This was a CMGC contract for over \$12 million dollars and was successfully completed in 2018.

Mike Muniz was the Project Manager and Rich Mendez was the Superintendent. The project required investigation into existing materials including asbestos and historical materials. The Fransen Pittman team did a great job on the project and it was completed on time and on budget.

The level of supervision and the planning detail during the construction process has led to only a few small warranty issues. Rich has always responded immediately to resolve any and all warranty issues to date.

We look forward to working with Fransen Pittman Construction on future projects. If you have any questions feel free to contact me.

Lance Shepherd RA
Manager, Capitol Complex Architects
Division of Capital Assets
Department of Personnel & Administration

1525 Sherman St. Denver CO 80203 www.colorado.gov/dpa
Jared S. Polis, Governor | Kara Veitch, Executive Director | Richard Lee, Division Director





CITY OF MANITOU SPRINGS

ADDENDUM FORM

RFP 2025-006

ADDENDUM NUMBER 1 DATE: February 27th, 2025

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of the Addendum for the RFP 2025-006 Manitou Springs Construction Manager/General Contractor Services for: Hiawatha Gardens Restoration and Design as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidder's acceptance of the conditions herein set forth. This Addendum shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in the rejection of the Bid.

1.02 Questions and Answers received as of February 25, 2025 in conjunction with the Pre-Proposal meeting on February 25th at 11 am MT.

1.03

1. Question: Is the pre-bid meeting mandatory for all interested bidders?
Answer: No, the pre-bid meeting was not mandatory. If your firm missed the site walk, you're encouraged to visit the site on your own, but City staff will not be available for additional and/or individual site walks.
2. Question: Can you please confirm that there will be at least three firms shortlisted, assuming you receive qualified responses?
Answer: At this time, the City anticipates shortlisting two to four firms, pending how many qualified responses are submitted. Additionally, at the time of shortlisting, fees will be requested of the short-listed firm only and will be reviewed as part of final selection.
3. Question: Is there a specific weight given to this portion of the scoring matrix?
Answer: There is not a specific weight given at this time to the fees provided. The City will be looking to select based on firm and individual team members' qualifications, value, and fees. A scoring matrix for the interview and proposal phase will be provided to the short-listed firms as part of the interview invitation.

4. Question: When submitting the proposal, how is the bid expected to be broken down? I know that it appears as if Phases 1 & 2 will go first and be together with preconstruction services/design, followed by phases 3& 4. Is that accurate? Shall it all be in one bid proposal, or would it be preferable to receive separate bids for design and construction of phase 1/2, and separate bid for design, preconstruction and construction of phases 3/4 ?

Answer: We are not asking for bids at this time and after the qualification process, we will be requesting pricing from the short-listed firms only. However, we do anticipate each phase will be priced separately. For the CM/GCs, we will be requesting Pre-construction fees for each phase. Additionally, we will request general conditions and fee percentages for phases 1 and 2. We will provide a fee workbook to clarify what fees we are specifically requesting.

5. Question: Since you are not asking for bids at this time, are you just looking for GC and Design Firm qualification packages?

Answer: Yes, this is a qualifications-based selection process. Please reference the RFP section – Company Selection/ Qualifications.

6. **Question:** Could you please clarify the specific reasons for requiring performance and payment bonds during the design phase? I am wondering if this is standard text from a construction bid request.

Answer: There is no requirement for Payment and Performance bond during the design phase.

7. Question: What funding is in place for the project phases?

Answer: Phase 1 is fully funded for design and construction. Funding does include PPRTA funds as this project is considered Transportation oriented. The PPRTA grant does require construction to begin in 2025. Phase 2 is partially funded, and the City hopes to have it fully funded by the end of 2025 and are pursuing grants. The City is currently working on funding for Phase 3&4.

8. Question: Is there any funding that would require Davis Bacon?

Answer: No, at this time, there is no funding that requires Davis Bacon. But the City does anticipate pursuing grants some of which may require Davis Bacon.

9. Question: Please clarify if there are anticipated budgets for the project phases?

Answer: Phase 1: Approximately \$2.5 million
 Phase 2: Approximately \$3.6 million
 Phase 3: Approximately \$1 million
 Phase 4: Approximately \$2.7 million

The budgets are approximate and based on concept design level documentation.

10. Question: Can you clarify the schedule timing for the phases?

Answer: Phase 1 – Goal is to have construction complete no later than May 2026. The City anticipates this phase will be designed to CD/Permit level in 2025.

Phase 2 – Goal is to have construction complete no later than December 2026. The City anticipates this phase will be designed to CD/Permit level in 2025.

Phase 3 – Goal is to have construction complete no later than May 2027. The City anticipates Phase 3 will be designed to Schematic Design level in 2025 to allow for pricing and fund raising.

Phase 4 – Goal is to have work complete no later than May 2027. The City anticipates Phase 4 will be designed to Schematic Design level in 2025 to allow for pricing and fund raising.

11. Question: Please clarify the expectation of evening meetings that may be required?
Answer: Evening meetings will be limited to occasional City Council meetings. Design and pre-construction meetings will be held during working hours. Community Engagement events will also be held in the evenings and are anticipated for Phase 3 and Phase 4.
12. Question: Is any of the project designated as historic property?
Answer: Yes, the dance hall is locally designated (not federal) as historic.
13. Question: When was the Chase Bank building built?
Answer: Chase Bank was constructed in 1971 according to the assessor.
14. Question: How much of the concept design will be incorporated into the next phases of design?
Answer: The City has received extensive community and City Council input on Phases 1, 2 and vehicular bridge placement in Phase 3. The overall scope, orientation, and location of the bathroom structure and roadway/parking lot adjustments will remain as shown in the concept design package.
15. Question: Has CDoT been included in any of the design process thus far?
Answer: Early discussions with CDoT have been had in regard to this project as Manitou Avenue is a CDoT road. However, no application or detailed design input has been prepared. We anticipate the Design Team and GC will be involved in further coordination with CDoT. A traffic study will be required as part of Phase 3 Schematic Design.
16. Question: Should the new vehicular bridge design and finishes match the existing vehicular bridges seen in Manitou Springs, e.g., stone walls?
Answer: The cost estimate provided for the vehicular bridge as part of concept design, did not include stone finishes for the proposed bridge.
17. Clarification: The existing EV car chargers will need to remain in their existing location.
18. Clarification: The City Council meeting on December 3, 2024 covered discussion of the Hiawatha project and scope. Should firms be interested in listening to this, it can be found on the City's YouTube channel.

Additional Documents:

- Site Survey Hiawatha
- Site Survey Chase Bank
- Geotechnical Report Hiawatha
- 2016 Hazard Assessment for Hiawatha Building (Contains Information Regarding the Demolished Buildings)

1.03 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this March 7th day of 2025.

Fransen Pittman Construction Co., Inc.

Name of Bidder

Jeff Pittman

Authorized Officer
Project Executive
Title



END OF ADDENDUM



CITY OF MANITOU SPRINGS

ADDENDUM FORM

RFP 2025-006

ADDENDUM NUMBER 2 DATE: March 6, 2025

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of the Addendum for the RFP 2025-006 Manitou Springs Construction Manager/General Contractor Services for: Hiawatha Gardens Restoration and Design as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidder's acceptance of the conditions herein set forth. This Addendum shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in the rejection of the Bid.

1.02 Questions and Answers received as of February 28, 2025 in conjunction with the question Deadline.

1.03

1. Question: What is the City's expectation for tree removal?
Answer: The City does not anticipate tree removal as part of Phase 1 and 2. The Phase 3 vehicular bridge does anticipate tree removal as indicated in Exhibit I page 8.
2. Question: What research or inventory has been completed for trees in the project area?
Answer: The Ecological Characterization Study contains all of the data gathered thus far see Exhibit H. The trees along the eastern edge of the project site were not included in the inventory and will need to be considered as part of the Schematic Design for Phase 1.
3. Question: Is the City open to a design build contract?
Answer: The City is not open to a Design Build contract. If a firm is found to be most qualified for both the CMGC RFP and the Architectural Engineering Services RFP, the two RFPs would be contracted separately.

1.03 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this March 17th day of 2025 .

Fransen Pittman Construction Co., Inc.

Name of Bidder

Jeff Pittman

Authorized Officer

Project Executive

Title



END OF ADDENDUM

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : 2025-006

PROJECT NAME: City of Manitou Springs CM/GC For Hiawatha Gardens Restoration and Design

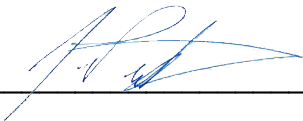
Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	Fransen Pittman Construction Co., Inc.
Name and Title of Primary Contact	Jeff Pittman, Project Executive
Company Address	9563 S. Kingston Court, STE 200 Englewood, CO 80112
Phone Number	(303) 783-3900
Email Address	jeffpittman@fransenpittman.com
Company Website	https://fransenpittman.com

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
 - I am not currently an employee of the City of Manitou Springs.
 - None of my employees or agents are currently employees of the City of Manitou Springs.
 - I am not related to any City of Manitou Springs employees or Elected Official.
-

Printed Name: Jeff Pittman Company Title: Project Executive

Signature: 



ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : 2025-006

PROJECT NAME: City of Manitou Springs CM/GC For Hiawatha Gardens Restoration and Design

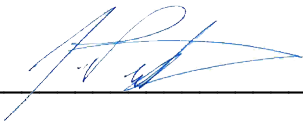
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 - I am not related to any City of Manitou Springs employees or Elected Official.
-

Printed Name: Jeff Pittman Company Title: Project Executive

Signature: 

City of Manitou Springs - Hiawatha Gardens
Phase 2: AIA Document A133 - 2019: Cost of the Work Plus a Fee with a GMP
Contract Terms and Time/Staff Commitment

Article	Item	Amount	Notes
3.1.14	Other Preconstruction Services are to include: 1) Attendance at project kick-off meeting, DAG and/or OAC meetings throughout Preconstruction, assuming at least one (1) on-site meeting per month; (3) City Council Meetings; At least three (3) formal budgeting estimates and value engineering, as necessary; Procurement and construction scheduling; Assistance with permitting and agency review, as needed; Subcontractor prequalification and selection; Identification and/or purchase of long-lead construction materials; and, Logistics and site planning.		
3.2.4	Suggested GC Contingency at GMP (%)	3.50%	
5.1.1	Preconstruction Services (Lump Sum) - Phase 2	\$ 3,750.00	April - September 2025 (6 months)
5.1.1	Additional Monthly Preconstruction	\$ 5,000	Monthly, if Any (Refer to Interview Invite)
5.2.1	Days before interest accumulation (days)	45	
5.2.2	Interest Rate (% annually)		Wall Street Journal Prime Rate
6.1.2	Construction Manager's Fee (%) (Overhead & Profit)	3.00%	
6.1.3	Construction Manager's Fee (%) Change Orders	3.00%	Bond and Insurance will be on top of the 3.0%
6.1.4	Subcontractor's Fee (%) Change Orders	12.00%	
6.1.6	Liquidated Damages (\$ per day)	\$ 500	Assume further discussion
6.1.6	Days after Substantial Completion to start LD's	14 calendar days	Assume further discussion
11.1.8.1	Retainage (%)	5.00%	Assume further discussion
N/A	Suggested Escalation Factor		We are planning on 1% per month

City of Manitou Springs - Hiawatha Gardens
Phase 2: AIA Document A133 - 2019: Cost of the Work Plus a Fee with a GMP
Contract Terms and Time/Staff Commitment

Item	Time Commitment (as a percentage of full time)	Preconstruction	Construction	Close/Out
1	Precon Manager - Alan Anderson	As needed, fully dedication 100% during bidding	As needed, fully dedication	As needed, fully dedication
2	Sr. Estimator - Emily Hayter	dedicated not during bidding rounds	As needed, fully dedication	As needed, fully dedication
3	Estimator			
4	Project Manager - Josh Pitts	10%	Fully dedicated, partial time included	50%
5	Superintendent - Dylan Brown	10%	100%	100%
6	Assistant Superintendent			
7	Project Coordinator - TBD			
8	Project Engineer - Brandon Riviere	10%	33%	50%
9	Additional Staff:			
10	Additional Staff:			

PPRTA FUNDED PROJECTS
SPECIAL PROVISIONS
(Revised August 17, 2016)

PPRTA Funding Special Provision: Joint Contracts – City of Manitou Springs (the “City”) and the Pikes Peak Rural Transportation Authority (the “PPRTA”).

This Contract is a joint contract between the Contractor/Consultant (hereinafter the “Contractor”), the City, and the PPRTA. The parties therefore agree to the following:

1. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Contract.
2. Parties: The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. Payments: The Contractor acknowledges and understands that all payments under this Contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City / PPRTA funding, then payment to the Contractor shall consist of warrants from the City and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.
5. Insurance: All insurance policies provided by the Contractor or by any sub-contractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the City and the PPRTA as additional insureds and shall waive all rights of subrogation, in accord with the terms of this Contract, against both the City and the PPRTA.
6. Law: This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Manitou Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Manitou Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor’s employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City’s obligations under this Contract is expressly subject to appropriation of funds by the City Council for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City’s obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Contract without compensation to the Contractor. Performance of the PPRTA’s obligations under this Contract are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this Contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA’s obligations under this Contract, or appropriated funds may not be expended due to legal limitations or non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.

8. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.
9. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.
10. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
11. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
12. Termination or default of Contract: In all Contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall also apply to the PPRTA.
13. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.

Project: _____

Contractor: _____

Pikes Peak Rural Transportation Authority Board
Approval – Signature

Date

_____, Board Chair for PPRTA
Printed Name and Title

Contractor's Authorized Representative
Approval - Signature

Date

Printed Name and Title



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

THE OWNER:

(Name, legal status and address)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

THE ARCHITECT:

(Name, legal status and address)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

The Owner's Representative:

(Name, legal status, address, and other information)

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

The Owner's Representative shall be authorized to act on the Owner's behalf in relation to all matters designated to the Owner under this agreement unless otherwise noted.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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9	PAYMENTS AND COMPLETION
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents as defined in Section 1.1.1 of the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (except to the extent that a Subcontractor or Sub-subcontractor shall be contractually obligated for the warranties described in Section 3.5.1.), (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

(Paragraphs deleted)

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In the event the contractor discovers an error in the drawings, or a conflict between the drawings and specifications, the contractor shall bring such error or conflict to the attention of the Architect and Owner's representative as soon as reasonably possible. The Contractor shall await instructions from the Architect on how to proceed before proceeding with this work. Where a conflict occurs between or within standards, specifications and drawings, the more stringent or higher quality requirements shall apply. Addenda and modifications to the drawings and specifications take precedence over the original contract documents.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering, and adding to the Project. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic mail.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by a method of delivery that includes proof of receipt, such as certified or registered mail, or by courier providing proof of delivery, or FedEx, UPS or other similar delivery with tracking verification.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority, to the extent permitted by Colorado law and Owner's policies and regulations to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. Notwithstanding any provision of this Section 2.2.2, no change order shall be executed which increases the amount payable under the Contract without funds being appropriated therefor, or the Contractor has otherwise been given written assurances that lawful appropriations to cover the extra costs have been made.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work in accordance with Article 14.1 and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. Subject to Article 14.1.2, if the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Unless the Contractor has actual knowledge to the contrary the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. If the Contractor becomes aware of any deficiency, inaccuracy or incompleteness of services and information furnished by Owner under this subsection 2.3.5, the Contractor shall promptly advise the Owner in writing of such inaccuracy or incompleteness.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. Nothing herein shall in any way limit the Owner's legal right to revoke acceptance of the Work at a later time, in accordance with applicable law.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 the contractor shall comply with all applicable federal labor and state labor laws including without limitation those addressing employer obligations for publicly funded projects.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without providing notice of such error, inconsistency or omission to the Architect, the Contractor shall assume responsibility for such construction activity and shall bear the costs attributable to any necessary correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall upon written request of the Owner, correct such failure(s) without adjustment to the contract sum. In the event a correction that will make the owner whole is not possible, then the contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall perform, supervise and direct the Work, using the Contractor's best skill and attention. Which at a minimum, shall conform to industry standard for construction in Colorado. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and except as stated below, shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with

the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures unless arising from the negligence of the Contractor, its Subcontractors or persons or entities for whom they are responsible.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment including substitutions not approved and authorized by the owner not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(Paragraph deleted)

§ 3.5.2 the contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required by the Contract Documents and industry standards. If the contractor proposes to use an unproved and untried method, process or product, the architect must be advised of the proposal in writing for purposes of discussion with the owner. The Owner may permit experimentation but may require special guarantees of the Contractor to cover the work produced by any new and untried process, method or product.

§ 3.5.3 The Contractor further warrants that it has full title to all equipment, components and other items conveyed to the Owner under the terms of this contract, that its transfer of such title to the owner is rightful and that all such equipment, components and other items shall be transferred free and clear from all security interest, liens or encumbrances whatsoever. The Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof at no cost to the owner.

§ 3.5.4 The Contractor shall promptly repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the owner, architect or contractor before or after final completion. The contractor shall bear all costs of correcting such work covered by the warranties.

§ 3.5.5 The Contractor shall further warrant, and shall ensure that all of its subcontractors and sub-subcontractors shall warrant, that all work executed under this contract shall be free from defects of materials and workmanship for a period of one (1) year from the date of substantial completion, except items of work completed after date of Substantial Completion shall run for one year from the date of final payment to the Contractor. This warranty is a remedy available to the Owner in addition to claims the owner may have arising out of work or materials found to be noncomplying, out of specification or otherwise in breach of this contract no matter when discovered. The above parties further agree they will, at their own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the one year warranty period. Whenever guarantees or warranties are required by the specifications for a longer period than one (1) year, such period shall govern. Owner shall have the full benefit of longer warranties provided by particular subcontractors or other suppliers. Upon discovery of any warranty defect or defects under section 3.5.4, the Owner shall give written notice thereof to the Contractor. If, within ten (10) days after the mailing of such written notice by the Owner to the Contractor or its agent, requesting such repairs or replacement, the Contractor shall neglect to make, or undertake with due diligence to make the same, the Owner may make such repairs at the contractor's expense; provided, however, that in the case of emergency and within the judgment of the Owner, delay would cause certain loss or damage, repairs or replacement may be made without notice being given to the contractor, and the contractor shall pay the cost thereof. The checking or cracking of walls, floors or ceilings, except such checking and cracking which are within industry tolerances for such work, and the chipping or flaking of paint shall, during the first year after acceptance of the building, be deemed to be a defect covered by this warranty without proof of use of inferior materials, equipment or workmanship. Such defects shall not, in and if themselves, cause a duty to investigate for structural defects.

§ 3.5.6 Nothing herein shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the contract documents. The establishment of the warranty periods set forth in Section 3.5.4 relates only to the specific obligations of the Contractor to correct known defects in the work, and has no relationship to the time within which its obligation to comply with the contract documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the contractor's liability with respect to its obligations and resulting damages other than specifically to correct known defects in the work which are discovered and called to the contractor's attention during the warranty period.

§ 3.5.7 The Contractor at its own expense shall also repair or replace any damages to any equipment, facilities or other personal or real property owned or leased by the owner which is damaged as a result of any such fault or defect, at no cost to the owner.

§ 3.5.8 All subcontractors', manufacturers' and suppliers' warranties and guarantees, expressed or implied, for any part of the work and any materials used therein, shall be obtained and enforced by the contractor for the benefit of the Owner whether or not these warranties have been assigned or otherwise transferred to the owner. The Contractor shall assign or transfer such warranties and guarantees to the owner if the owner requests the contractor to do so, but such transfer shall not affect the contractor's obligation to enforce such warranties and guarantees.

§ 3.5.9 Remedies for breach of warranty are cumulative and in addition to any other remedy Owner may have for defective work or work not in compliance with the contract documents.

§ 3.5.10 The warranties and obligations set forth above shall not be limited by the provisions of § 12.2.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated into the Work. Said taxes on materials incorporated into the work, or upon equipment or supplies expended and/or used to exhaustion in the course of the work, shall not be included in the Guaranteed Maximum Price or modifications to the same. The Owner's tax exempt certificate will be provided to the Construction Manager within 45 days of contract execution.

§ 3.6.2 Prior to the purchase of any property to be incorporated into the Work, the Contractor shall ensure that the purchaser, including the Contractor and all subcontractors on the Project, apply to the Department of Revenue, State of Colorado, for an exemption (Form DR-172) to be used for all Work performed and completed under this Contract. All

purchases for the Work subject to tax shall use the exemption from sales tax. Any costs, taxes or fines that are incurred as a result of a failure to comply with the requirements of this § 3.6.2 shall be paid by the Contractor.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.2.1 Preference in employment of Colorado labor. The Contractor shall comply with C.R.S. § 8-17-101 which states: "whenever any public works financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works. "Colorado labor" as used in this article means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification."

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities,, regardless of whether such work is in accordance with contract documents, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Codes and ordinances shall take full and complete precedence over anything contained in the contract documents, except where the contract documents require work or materials of higher standards than those required by codes and ordinances, in which case the contract documents shall govern. The Contractor shall promptly notify the owner and architect if the contractor believes the contract documents require work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor believes it has encountered human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising, such suspension may be made as provided in Article 15.

§ 3.7.6 The Contractor has visited the site of the Project and familiarized itself with the local conditions under which the services required hereunder are to be performed; and shall correlate its observations of same with all of the requirements of the Contract Documents.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary qualified personnel who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor's superintendent or a qualified personnel shall be on site full time and at all times while work is in progress including but not limited to weekends, evenings and nights, until the Project and all punch list items have been completed to the satisfaction of the Architect. Following substantial completion superintendent or an assistant superintendent shall be on site all times whenever work is performed. The Contractor shall ensure that no subcontractor shall perform work on the site without the presence of the superintendent or assistant superintendent. Communication given to the superintendent or assistant superintendent shall be as binding as if given to the Contractor. Communications which may have a material impact on the timing or completion of the Project shall be confirmed in writing.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The progress schedules shall be updated monthly throughout the duration of the Project and such updates shall be submitted to the Owner and Architect for review and approval. A cash flow schedule in accordance with the specifications shall be submitted and correlated with the progress schedules. Baseline schedule and Schedule of Values must be submitted and approved prior to the submission of the first Pay Application.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's and the Architect's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

(Paragraph deleted)

§ 3.10.3 The Contractor shall schedule and coordinate the work of all of its subcontractors and suppliers, including their use of the work site. The contractor shall keep the subcontractors and suppliers informed of the project construction schedule to enable the subcontractors and suppliers to plan and perform their work properly.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the

deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect and Owner at the time and in the form specified by the Owner.

§ 3.12.11 Copies of all Shop Drawings, Product Data, Samples and similar submittals as identified in section 3.12 shall be preserved in an orderly manner and delivered to the Owner upon Final Completion.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.1 The site shall be kept clean and well organized at all times for purposes of safety, protection and care of project materials and equipment, as well as general aesthetics.

§ 3.13.2 The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the site and all property at the site and adjacent thereto. The Contractor acknowledges that the work site may comprise school buildings and school areas that may be occupied during the performance of some portions of this contract.

§ 3.13.3 The Contractor shall notify all public utility companies 48 hours prior to the commencement of any work by it or its subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the architect to proceed has been given to the contractor.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. The contractor shall designate trash and debris areas where all building debris shall be put daily (these areas to be cleaned weekly). The work shall be reasonably cleaned daily. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, scaffolding, machinery and surplus materials from and about the Project. The contractor shall do the following special cleaning for all trades at completion of work: clean all glass, woodwork, painted and decorated work, hardware, tile work, fixtures, floors, windows, metal surfaces (leave the work wiped clean). Under no circumstances shall the owner's trash receptacles be used for construction debris.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 FINANCIAL REPRESENTATIONS. The Contractor hereby represents, promises, and warrants that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the

obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will assist the Owner in preparation of Change Orders and Construction Change Directives and may propose minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 In carrying out their duties under this article 4, the Architect will be contractually obligated to consult with subcontracted engineers and other professionals as necessary. The architect will advise the Owner if, in the Architect's judgment, additional professionals should be retained.

§ 4.2.16 Nothing in this contract shall be interpreted as superseding the Architect's duties and responsibilities as stated in the contract between the Owner and Architect.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of

receipt of the information, the Owner or the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity. Failure of the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change.

§ 7.1.4 The Contractor recognizes that the Contract Documents are defined in 1.2.1 of the AIA A201-2017. The Contractor hereby represents, promises, and warrants that, except for changes in the Work under this Article 7, the Guaranteed Maximum Price includes all costs consistent with the Contract Documents and reasonably necessary to produce the results required by the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the parties shall endeavor to determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Labor rates, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental rates of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Premiums rates for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of labor rates of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect, with Owner's approval, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. I

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 The date of Final Completion of the work is the date that the Architect certifies in the Final Certificate for Payment pursuant to §9.10.1 that the Work is acceptable under the Contract Documents and the Contract is fully performed.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and Owner. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment and for no other purpose. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect or Owner may require, and unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of subcontractor work is shown as a single line item on AIA Document G 703, Application and Certificate for Payment, Continuation Sheet. Upon request by the Architect, the Contractor shall support values given with data that will substantiate their correctness.

If re-submittal is required after review by the Architect and Owner, the Contractor shall revise and resubmit the schedule of values in the same manner as required. The schedule of values must be approved prior to certification of the first Application for Payment by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of

requisitions, and releases and waivers of liens from Subcontractors and suppliers and shall reflect retainage if provided for in the Contract Documents. All Applications for Payment shall be submitted by the Contractor to the Owner in the AIA G702 and G703 format. The Contractor agrees that securities shall not be substituted for any retainage specified in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such

representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - .7 repeated failure to carry out the Work in accordance with the Contract Documents.
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- .8 failure to comply with any laws, ordinances, regulations or orders of any public authority governing the performance of the work, including failure to obtain necessary permits or licenses; or
 - .9 the Owner has been required to correct defective work.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may seek mutual accord between the Owner and Contractor to override any such recommendation; or may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld, provided, however, that the Owner may continue to withhold payment if the amount withheld for one or more particular reasons exceeds the amounts payable for work for which (i) there is no reason to withhold payment, or (ii) the reason to withhold payment has been removed. Additionally, and notwithstanding any provision of the Agreement to the Contrary, the Owner may refuse to make payment of the full amount recommended by the Architect because:

- a. Claims have been made against the Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed or recorded in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;

If the Owner refuses to make payment of all or any portion of the amount recommended by the Architect, the Owner will give the Contractor written notice (with a copy to the Architect) stating the reasons for such action. The Owner will promptly pay the Contractor the amount so withheld, or any adjusted amount agreed upon by the Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for the withholding. If it is subsequently determined that the Owner's refusal to pay was not justified, the amount withheld shall be paid immediately to the Contractor.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, with the Contractor's approval, which shall not be unreasonably delayed or withheld, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the

Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Upon completion of the Work covered by each pay application, and before or contemporaneously with payment of any sums due Contractor, Contractor shall produce and deliver to Owner, full, complete, and properly executed releases for the period of time covered by such pay application from all persons or entities who have furnished materials or labor, including Contractor, in connection with the Work. Such releases may be conditioned upon payment of an amount stated in such release for the work done for the applicable period of time. Contractor warrants that it will pay all subcontractors, sub-subcontractors, materialmen and suppliers any payment due them arising out of this Contract promptly upon payment by the Owner. Without in any way limiting the foregoing, the Owner has the right at any time to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor the Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may be otherwise required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 Retainage shall be held in the amount of five percent (5%). Retainage shall be held against each line item of the schedule of values as work is completed and/or stored throughout the project duration. The contractor expressly agrees that securities shall not be substituted for any retainage specified in this section and that it shall not request any such substitution.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion also means that all major systems are operational, and all safety features are completed.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. In addition to the other requirements of this Agreement, Contractor must have obtained the written approval and issuance of any occupancy permits required by the laws of the State of Colorado before Contractor shall be deemed to have achieved substantial completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, and owner occupancy and use of substantially completed work does not constitute final acceptance by the owner of such work

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Final completion" of the work occurs following substantial completion and when the Architect confirms, in writing, that the Contractor has completed the work in accordance with the contract documents, including completion of all punch lists and cleanup work. Upon receipt of the Contractor's notice that the Work is ready for final inspection

and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) originals or authenticated copies of all guarantees, warranties and certificates, (6) operating and maintenance manuals, (7) identification lists of all materials and equipment, (8) Inspection Certificates, (9) record documents, (10) demonstration by the Contractor to the Owner concerning the proper operation and maintenance of all equipment as required by the Contract Documents and manufacturer recommendations, and (11), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 When the Work is complete, the Contractor shall provide one complete set, in hard copy, of Drawings and Specifications upon which is marked in red all modifications made during construction so as to represent the as-built condition of the Project and shall deliver the same to the Owner.

§ 9.10.7 On the date of final settlement, as advertised, and after the Owner has verified that no claims have been filed, final payment shall be made in full. Notwithstanding the foregoing, if any claim for labor, materials, supplies or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to ensure the payment of such claim, until the same is withdrawn. Such withdrawal shall be evidenced by filing with the Owner a receipt of payment in full or an

order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice of final settlement, unless an action at law has been commenced within that time to enforce such claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as contemplated herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.7.1 The Contractor shall take over and assume all responsibility for the areas of work that are covered under the contract documents. The contractor shall provide and maintain all protection as required by the governing laws, rules, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the owner and shall make good any loss, damage, or injury without cost to the owner.

§ 10.2.7.2 The Contractor shall be solely responsible for the safety of his work, materials, equipment, tools, etc., on the site and shall, if he deems it necessary or expedient, employ at his own expense the services of a competent watchman. The owner disclaims all responsibilities for the safety of the work, materials, equipment, tools, etc., or for any damage which may be done to same due to theft or any other cause until such time as the completed work is formally accepted by the owner.

§ 10.2.7.3 The Contractor shall take special precautions against fire and shall comply fully with the requirements of city, county, and insurance authorities including stipulation as outlined below:

.1 Combustible refuse shall be removed from the site and disposed of daily in a manner approved by the governing authorities.

.2 Private and public streets, sidewalks, roads, etc., shall be protected and maintained during the course of work, and any damage to same shall be repaired by the contractor at his own expense.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. The Contractor acknowledges that it and its employees, agents, and subcontractors have the responsibility of being fully informed of the Owner's Management Plan, if any, as it relates to buildings located at the site and shall consult with the Owner about how such Plan addresses suspected or active asbestos-containing material areas within such buildings.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent caused by the negligence of the Contractor, its subconsultants, or persons or entities for which they are responsible or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor may provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that

will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.4.1 In the event the surety on the Contractor's bond becomes irresponsible or insolvent or ceases to be qualified to do business within the State of Colorado, then the Contractor shall promptly submit a new performance and payment bond by competent and qualified corporate surety in the same amount and form as that which it replaces.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Named Insured as fiduciary and made payable to the Named Insured as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.5.2. The Named insured shall

pay the other insureds their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 The Owner and Contractor shall agree on the allocation of the insurance proceeds. If the Owner and Contractor reach an agreement as to the allocation of the insurance proceeds, then the Named Insured shall settle the loss accordingly and the Contractor or Owner, as applicable, shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. If no agreement regarding the allocation of insurance proceeds is reached, then the damaged Work shall be repaired and/or replaced by the Contractor and the insurance proceeds shall be applied to the costs of repair and/or replacement of the Work. If the insurance proceeds are insufficient to compensate the Contractor for the repair and/or replacement of the Work, or for other Contractor costs associated with the loss, including but not limited to costs related to stand-by or delay, then the Owner and Contractor shall execute a Construction Change Directive therefor any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ 12.3.1 In the event final payment has been made, the Contractor shall pay and be liable to the owner for the reduction in the contract sum.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Colorado without regard to Colorado's conflicts of laws provisions. The parties agree that the venue for any mediation, arbitration and/or court proceeding shall be El Paso County, Colorado unless voluntarily mutually agreed to a different location; subject to Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 All remedies for breach of contract documents and breach of warranty are cumulative and not exclusive of each other, provided that double recovery shall not be allowed.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may, at its option, suspend the Work or terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may at its option, suspend the Work or terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, at its sole option, suspend the Work or terminate the Contract and recover from the Owner payment for Work executed, including retainage and costs incurred by reason of such termination .

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents

with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, at its option, suspend the Work or terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligation to pay the amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.4.4 In the event of any termination of the Contract, the Contractor agrees to reasonably cooperate and provide any information requested by Owner in connection with completion of the Project.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor shall also include a detailed critical path schedule with all dependencies marked accurately and compare this to a prior similar schedule which illustrates the reason for the claim.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by CPM Schedule analysis substantiating that weather conditions impacted a critical path construction activity in excess of the Weather Day Allowance for the Project.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The term "consequential damages" shall not include the cost of any structural repair, dismantling, or replacement that is reasonably related to any supplier's, manufacturer's, Contractor's or subcontractor's negligence.

§ 15.2 Direct Discussions

§ 15.2.1 If the parties cannot resolve a claim relating to or arising out of this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between parties' representatives, who shall possess the necessary authority to resolve such claim and who shall record the date of first discussion. If the parties' representatives are not able to resolve such claim within five (5) business days after the date of first discussion, the parties' representatives shall immediately inform senior executives in writing that resolution was not achieved. Upon receipt of such notice, senior executives of the parties shall meet within ten (10) business days to endeavor to reach resolution. If the dispute remains unresolved twenty (20) days from the date of first discussion, the parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. Under no circumstance will Project Architect be Initial Decision Maker. Initial Decision Maker would be an independent, third-party and mutually agreed to by Owner and Construction Manager. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Should no Initial Decision Maker be agreed upon, either party may file for mediation for litigation.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the

reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its current Construction Industry Mediation Procedures in effect on the date of the request for mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its current Construction Industry Arbitration Rules in effect on the date of the demand for arbitration. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a

written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for

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Davis Partnership Architects
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THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

The Owner's Representative:
(Name, legal status, address, and other information)

Artaic Group
2650 18th Street, #301
Denver, Colorado 80211

The Owner's Representative shall be authorized to act on the Owner's behalf in relation to all matters designated to the Owner under this agreement unless otherwise noted.

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The Contract Documents ~~form~~ as defined in Section 1.1.1 of the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the

Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a ~~Sub-subcontractor~~, (3) ~~Sub-subcontractor (except to the extent that a Subcontractor or Sub-subcontractor shall be contractually obligated for the warranties described in Section 3.5.1.).~~ (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

...

~~§ 1.1.8 Initial Decision Maker~~

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

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§ 1.2.4 In the event the contractor discovers an error in the drawings, or a conflict between the drawings and specifications, the contractor shall bring such error or conflict to the attention of the Architect and Owner's representative as soon as reasonably possible. The Contractor shall await instructions from the Architect on how to proceed before proceeding with this work. Where a conflict occurs between or within standards, specifications and drawings, the more stringent or higher quality requirements shall apply. Addenda and modifications to the drawings and specifications take precedence over the original contract documents.

...

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering, and adding to the Project. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

...

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic ~~transmission if a method for electronic transmission is set forth in the Agreement.~~ mail.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by a method of delivery that includes proof of receipt, such as certified or registered mail, or by courier providing proof of delivery-delivery, or FedEx, UPS or other similar delivery with tracking verification.

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§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority , to the extent permitted by Colorado law and Owner's policies and regulations to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

...

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. Notwithstanding any provision of this Section 2.2.2, no change order shall be executed which increases the amount payable under the Contract without funds being appropriated therefor, or the Contractor has otherwise been given written assurances that lawful appropriations to cover the extra costs have been made.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work in accordance with Article 14.1 and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If Subject to Article 14.1.2, if the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The-Unless the Contractor has actual knowledge to the contrary the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. If the Contractor becomes aware of any deficiency, inaccuracy or incompleteness of services and information furnished by Owner under this subsection 2.3.5, the Contractor shall promptly advise the Owner in writing of such inaccuracy or incompleteness.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. Nothing herein shall in any way limit the Owner's legal right to revoke acceptance of the Work at a later time, in accordance with applicable law.

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§ 3.1.4 the contractor shall comply with all applicable federal labor and state labor laws including without limitation those addressing employer obligations for publicly funded projects.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without providing notice of such error, inconsistency or omission to the Architect, the Contractor shall assume responsibility for such construction activity and shall bear the costs attributable to any necessary correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall upon written request of the Owner, correct such failure(s) without adjustment to the contract sum. In the event a correction that will make the owner whole is not possible, then the contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

...

§ 3.3.1 The Contractor shall perform, supervise and direct the Work, using the Contractor's best skill and attention. Which at a minimum, shall conform to industry standard for construction in Colorado. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the ~~Contract~~. Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and except as stated below, shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. ~~The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~ not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures unless arising from the negligence of the Contractor, its Subcontractors or persons or entities for whom they are responsible.

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

equipment including substitutions not approved and authorized by the owner not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

~~§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.~~

§ 3.5.2 the contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required by the Contract Documents and industry standards. If the contractor proposes to use an unproved and untried method, process or product, the architect must be advised of the proposal in writing for purposes of discussion with the owner. The Owner may permit experimentation but may require special guarantees of the Contractor to cover the work produced by any new and untried process, method or product.

§ 3.5.3 The Contractor further warrants that it has full title to all equipment, components and other items conveyed to the Owner under the terms of this contract, that its transfer of such title to the owner is rightful and that all such equipment, components and other items shall be transferred free and clear from all security interest, liens or encumbrances whatsoever. The Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof at no cost to the owner.

§ 3.5.4 The Contractor shall promptly repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the owner, architect or contractor before or after final completion. The contractor shall bear all costs of correcting such work covered by the warranties.

§ 3.5.5 The Contractor shall further warrant, and shall ensure that all of its subcontractors and sub-subcontractors shall warrant, that all work executed under this contract shall be free from defects of materials and workmanship for a period of one (1) year from the date of substantial completion, except items of work completed after date of Substantial Completion shall run for one year from the date of final payment to the Contractor. This warranty is a remedy available to the Owner in addition to claims the owner may have arising out of work or materials found to be noncomplying, out of specification or otherwise in breach of this contract no matter when discovered. The above parties further agree they will, at their own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the one year warranty period. Whenever guarantees or warranties are required by the specifications for a longer period than one (1) year, such period shall govern. Owner shall have the full benefit of longer warranties provided by particular subcontractors or other suppliers. Upon discovery of any warranty defect or defects under section 3.5.4, the Owner shall give written notice thereof to the Contractor. If, within ten (10) days after the mailing of such written notice by the Owner to the Contractor or its agent, requesting such repairs or replacement, the Contractor shall neglect to make, or undertake with due diligence to make the same, the Owner may make such repairs at the contractor's expense; provided, however, that in the case of emergency and within the judgment of the Owner, delay would cause certain loss or damage, repairs or replacement may be made without notice being given to the contractor, and the contractor shall pay the cost thereof. The checking or cracking of walls, floors or ceilings, except such checking and cracking which are within industry tolerances for such work, and the chipping or flaking of paint shall, during the first year after acceptance of the building, be deemed to be a defect covered by this warranty without proof of use of inferior materials, equipment or workmanship. Such defects shall not, in and if themselves, cause a duty to investigate for structural defects.

§ 3.5.6 Nothing herein shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the contract documents. The establishment of the warranty periods set forth in Section 3.5.4 relates only to the specific obligations of the Contractor to correct known defects in the work, and has no relationship to the time within which its obligation to comply with the contract documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the contractor's liability with respect to its obligations and resulting damages other than specifically to correct known defects in the work which are discovered and called to the contractor's attention during the warranty period.

§ 3.5.7 The Contractor at its own expense shall also repair or replace any damages to any equipment, facilities or other personal or real property owned or leased by the owner which is damaged as a result of any such fault or defect, at no cost to the owner.

§ 3.5.8 All subcontractors', manufacturers' and suppliers' warranties and guarantees, expressed or implied, for any part of the work and any materials used therein, shall be obtained and enforced by the contractor for the benefit of the Owner whether or not these warranties have been assigned or otherwise transferred to the owner. The Contractor shall assign or transfer such warranties and guarantees to the owner if the owner requests the contractor to do so, but such transfer shall not affect the contractor's obligation to enforce such warranties and guarantees.

§ 3.5.9 Remedies for breach of warranty are cumulative and in addition to any other remedy Owner may have for defective work or work not in compliance with the contract documents.

§ 3.5.10 The warranties and obligations set forth above shall not be limited by the provisions of § 12.2.

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated into the Work. Said taxes on materials incorporated into the work, or upon equipment or supplies expended and/or used to exhaustion in the course of the work, shall not be included in the Guaranteed Maximum Price or modifications to the same. The Owner's tax exempt certificate will be provided to the Construction Manager within 45 days of contract execution.

§ 3.6.2 Prior to the purchase of any property to be incorporated into the Work, the Contractor shall ensure that the purchaser, including the Contractor and all subcontractors on the Project, apply to the Department of Revenue, State of Colorado, for an exemption (Form DR-172) to be used for all Work performed and completed under this Contract. All purchases for the Work subject to tax shall use the exemption from sales tax. Any costs, taxes or fines that are incurred as a result of a failure to comply with the requirements of this § 3.6.2 shall be paid by the Contractor.

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§ 3.7.2.1 Preference in employment of Colorado labor. The Contractor shall comply with C.R.S. § 8-17-101 which states: "whenever any public works financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works. "Colorado labor" as used in this article means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification."

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, regardless of whether such work is in accordance with contract documents, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Codes and ordinances shall take full and complete precedence over anything contained in the contract documents, except where the contract documents require work or materials of higher standards than those required by codes and ordinances, in which case the contract documents shall govern. The Contractor shall promptly notify the owner and architect if the contractor believes the contract documents require work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide

notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~²¹ days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor ~~encounters~~^{believes it has encountered} human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time ~~arising from the existence of such remains or features~~^{arising, such suspension} may be made as provided in Article 15.

§ 3.7.6 The Contractor has visited the site of the Project and familiarized itself with the local conditions under which the services required hereunder are to be performed; and shall correlate its observations of same with all of the requirements of the Contract Documents.

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§ 3.9.1 The Contractor shall employ a competent superintendent and necessary ~~assistants~~^{qualified personnel} who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 3.9.4 The Contractor's superintendent or a qualified personnel shall be on site full time and at all times while work is in progress including but not limited to weekends, evenings and nights, until the Project and all punch list items have been completed to the satisfaction of the Architect. Following substantial completion superintendent or an assistant superintendent shall be on site all times whenever work is performed. The Contractor shall ensure that no subcontractor shall perform work on the site without the presence of the superintendent or assistant superintendent. Communication given to the superintendent or assistant superintendent shall be as binding as if given to the Contractor. Communications which may have a material impact on the timing or completion of the Project shall be confirmed in writing.

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. ~~The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project progress schedules shall be updated~~^{monthly throughout the duration of the Project and such updates shall be submitted to the Owner and Architect for review and approval. A cash flow schedule in accordance with the specifications shall be submitted and correlated with the progress schedules. Baseline schedule and Schedule of Values must be submitted and approved prior to the submission of the first Pay Application.}

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. ~~The Architect's approval shall not be unreasonably delayed or withheld. The Owner's and the Architect's approval.~~ The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.3 The Contractor shall schedule and coordinate the work of all of its subcontractors and suppliers, including their use of the work site. The contractor shall keep the subcontractors and suppliers informed of the project construction schedule to enable the subcontractors and suppliers to plan and perform their work properly.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect and Owner at the time and in the form specified by the ~~Architect~~Owner.

§ 3.12.11 Copies of all Shop Drawings, Product Data, Samples and similar submittals as identified in section 3.12 shall be preserved in an orderly manner and delivered to the Owner upon Final Completion.

...

§ 3.13.1 The site shall be kept clean and well organized at all times for purposes of safety, protection and care of project materials and equipment, as well as general aesthetics.

§ 3.13.2 The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the site and all property at the site and adjacent thereto. The Contractor acknowledges that the work site may comprise school buildings and school areas that may be occupied during the performance of some portions of this contract.

§ 3.13.3 The Contractor shall notify all public utility companies 48 hours prior to the commencement of any work by it or its subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the architect to proceed has been given to the contractor.

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials ~~and or~~ rubbish caused by operations under the Contract. The contractor shall designate trash and debris areas where all building debris shall be put daily (these areas to be cleaned weekly). The work shall be reasonably cleaned daily. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, ~~machinery, scaffolding, machinery~~ and surplus materials from and about the Project. The contractor shall do the following special cleaning for all trades at completion of work: clean all glass, woodwork, painted and decorated work, hardware, tile work, fixtures, floors, windows, metal surfaces (leave the work wiped clean). Under no circumstances shall the owner's trash receptacles be used for construction debris.

...

§ 3.19 **FINANCIAL REPRESENTATIONS.** The Contractor hereby represents, promises, and warrants that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder.

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents ~~and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment.~~ The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.8 The Architect will ~~prepare~~ assist the Owner in preparation of Change Orders and Construction Change Directives, Directives and may ~~order minor~~ propose minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

§ 4.2.15 In carrying out their duties under this article 4, the Architect will be contractually obligated to consult with subcontracted engineers and other professionals as necessary. The architect will advise the Owner if, in the Architect's judgment, additional professionals should be retained.

§ 4.2.16 Nothing in this contract shall be interpreted as superseding the Architect's duties and responsibilities as stated in the contract between the Owner and Architect.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) ~~requires additional time for review.~~ Failure of entity. Failure of the Owner or the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. ~~An order for a minor change in the Work may be issued by the Architect alone.~~

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 The Contractor recognizes that the Contract Documents are defined in 1.2.1 of the AIA A201-2017. The Contractor hereby represents, promises, and warrants that, except for changes in the Work under this Article 7, the Guaranteed Maximum Price includes all costs consistent with the Contract Documents and reasonably necessary to produce the results required by the Contract Documents.

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Architect shall parties~~ shall endeavor to determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and ~~present, in such form as the Architect may prescribe,~~ present an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 ~~Costs of labor,~~ Labor rates, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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- .3 Rental ~~costs-rates~~ of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 ~~Costs of premiums~~ Premiums rates for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of ~~labor rates~~ of supervision and field office personnel directly attributable to the change.

...

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be ~~actual net cost as confirmed by the Architect.~~ actual. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

...

The ~~Architect~~ Architect, with Owner's approval, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. ~~If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.~~

...

§ 8.1.5 The date of Final Completion of the work is the date that the Architect certifies in the Final Certificate for Payment pursuant to §9.10.1 that the Work is acceptable under the Contract Documents and the Contract is fully performed.

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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the ~~Architect.~~ Architect and Owner. This schedule, unless objected to by the ~~Architect.~~ Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications ~~for Payment.~~ for Payment and for no other purpose. Any changes to the schedule of values shall be submitted to the Architect and

Owner and supported by such data to substantiate its accuracy as the Architect or Owner may require, and unless objected to by the Architect, Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of subcontractor work is shown as a single line item on AIA Document G 703, Application and Certificate for Payment, Continuation Sheet Upon request by the Architect, the Contractor shall support values given with data that will substantiate their correctness.

If re-submittal is required after review by the Architect and Owner, the Contractor shall revise and resubmit the schedule of values in the same manner as required. The schedule of values must be approved prior to certification of the first Application for Payment by the Architect.

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and ~~suppliers,~~ suppliers and shall reflect retainage if provided for in the Contract Documents. All Applications for Payment shall be submitted by the Contractor to the Owner in the AIA G702 and G703 format. The Contractor agrees that securities shall not be substituted for any retainage specified in the Contract Documents.

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- .8 failure to comply with any laws, ordinances, regulations or orders of any public authority governing the performance of the work, including failure to obtain necessary permits or licenses; or
- .9 the Owner has been required to correct defective work.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may seek mutual accord between the Owner and Contractor to override any such recommendation; or may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously ~~withheld,~~ withheld, provided, however, that the Owner may continue to withhold payment if the amount withheld for one or more particular reasons exceeds the amounts payable for work for which (i) there is no reason to withhold payment, or (ii) the reason to withhold payment has been removed. Additionally, and notwithstanding any provision of the Agreement to the Contrary, the Owner may refuse to make payment of the full amount recommended by the Architect because:

- a. Claims have been made against the Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed or recorded in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;

If the Owner refuses to make payment of all or any portion of the amount recommended by the Architect, the Owner will give the Contractor written notice (with a copy to the Architect) stating the reasons for such action. The Owner will promptly pay the Contractor the amount so withheld, or any adjusted amount agreed upon by the Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for the withholding. If it is subsequently determined that the Owner's refusal to pay was not justified, the amount withheld shall be paid immediately to the Contractor.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, ~~at its sole option,~~ with the Contractor's approval, which shall not be unreasonably delayed or withheld, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly

performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6.4 The Owner has the right Upon completion of the Work covered by each pay application, and before or contemporaneously with payment of any sums due Contractor, Contractor shall produce and deliver to Owner, full, complete, and properly executed releases for the period of time covered by such pay application from all persons or entities who have furnished materials or labor, including Contractor, in connection with the Work. Such releases may be conditioned upon payment of an amount stated in such release for the work done for the applicable period of time. Contractor warrants that it will pay all subcontractors, sub-subcontractors, materialmen and suppliers any payment due them arising out of this Contract promptly upon payment by the Owner. Without in any way limiting the foregoing, the Owner has the right at any time to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor the Architect shall have an obligation to pay, pay or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be to a Subcontractor, except as may be otherwise required by law.

...

§ 9.6.9 Retainage shall be held in the amount of five percent (5%). Retainage shall be held against each line item of the schedule of values as work is completed and/or stored throughout the project duration. The contractor expressly agrees that securities shall not be substituted for any retainage specified in this section and that it shall not request any such substitution.

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§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion also means that all major systems are operational, and all safety features are completed.

...

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. In addition to the other requirements of this Agreement, Contractor must have obtained the written approval and issuance of any occupancy permits required by the laws of the State of Colorado before Contractor shall be deemed to have achieved substantial completion.

...

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Documents, and owner occupancy and use of substantially completed work does not constitute final acceptance by the owner of such work

...

§ 9.10.1 Final completion" of the work occurs following substantial completion and when the Architect confirms, in writing, that the Contractor has completed the work in accordance with the contract documents, including completion of all punch lists and cleanup work. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the

Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and~~ (6) if, (5) originals or authenticated copies of all guarantees, warranties and certificates, (6) operating and maintenance manuals, (7) identification lists of all materials and equipment, (8) Inspection Certificates, (9) record documents, (10) demonstration by the Contractor to the Owner concerning the proper operation and maintenance of all equipment as required by the Contract Documents and manufacturer recommendations, and (11), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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§ 9.10.6 When the Work is complete, the Contractor shall provide one complete set, in hard copy, of Drawings and Specifications upon which is marked in red all modifications made during construction so as to represent the as-built condition of the Project and shall deliver the same to the Owner.

§ 9.10.7 On the date of final settlement, as advertised, and after the Owner has verified that no claims have been filed, final payment shall be made in full. Notwithstanding the foregoing, if any claim for labor, materials, supplies or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to ensure the payment of such claim, until the same is withdrawn. Such withdrawal shall be evidenced by filing with the Owner a receipt of payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice of final settlement, unless an action at law has been commenced within that time to enforce such claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as contemplated herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

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§ 10.2.7.1 The Contractor shall take over and assume all responsibility for the areas of work that are covered under the contract documents. The contractor shall provide and maintain all protection as required by the governing laws, rules, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the owner and shall make good any loss, damage, or injury without cost to the owner.

§ 10.2.7.2 The Contractor shall be solely responsible for the safety of his work, materials, equipment, tools, etc., on the site and shall, if he deems it necessary or expedient, employ at his own expense the services of a competent watchman. The owner disclaims all responsibilities for the safety of the work, materials, equipment, tools, etc., or for any damage which may be done to same due to theft or any other cause until such time as the completed work is formally accepted by the owner.

§ 10.2.7.3 The Contractor shall take special precautions against fire and shall comply fully with the requirements of city, county, and insurance authorities including stipulation as outlined below:

.1 Combustible refuse shall be removed from the site and disposed of daily in a manner approved by the governing authorities.

.2 Private and public streets, sidewalks, roads, etc., shall be protected and maintained during the course of work, and any damage to same shall be repaired by the contractor at his own expense.

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§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. The Contractor acknowledges that it and its employees, agents, and subcontractors have the responsibility of being fully informed of the Owner's Management Plan, if any, as it relates to buildings located at the site and shall consult with the Owner about how such Plan addresses suspected or active asbestos-containing material areas within such buildings.

...

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in ~~Section 10.3.1~~ Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, ~~loss,~~ loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent ~~of the Contractor's fault caused by the negligence of the Contractor, its subconsultants, or persons or entities for which they are responsible~~ or negligence in the use and handling of such materials or substances.

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§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor ~~shall~~ may provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.4.1 In the event the surety on the Contractor's bond becomes irresponsible or insolvent or ceases to be qualified to do business within the State of Colorado, then the Contractor shall promptly submit a new performance and payment bond by competent and qualified corporate surety in the same amount and form as that which it replaces.

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner-Named Insured as fiduciary and made payable to the Owner-Named Insured as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner-Named Insured shall pay the Architect and Contractor ~~other insureds~~ their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 ~~Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor~~ The Owner and Contractor shall agree on the allocation of the insurance proceeds. If the Owner and Contractor reach an agreement as to the allocation of the insurance proceeds, then the Named Insured shall settle the loss accordingly and the Contractor or Owner, as applicable, shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and If no agreement regarding the allocation of insurance proceeds is reached, then the damaged Work shall be repaired and/or replaced by the Contractor and the insurance proceeds shall be applied to the costs of repair and/or replacement of the Work. If the insurance proceeds are insufficient to compensate the Contractor for the repair and/or replacement of the Work, or for other Contractor costs associated with the loss, including but not limited to costs related to stand-by or delay, then the Owner and Contractor shall execute a Construction Change Directive therefor any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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§ 12.3.1 In the event final payment has been made, the Contractor shall pay and be liable to the owner for the reduction in the contract sum.

...

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

State of Colorado without regard to Colorado's conflicts of laws provisions. The parties agree that the venue for any mediation, arbitration and/or court proceeding shall be El Paso County, Colorado unless voluntarily mutually agreed to a different location; subject to Section 15.4.

...

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.4.7 All remedies for breach of contract documents and breach of warranty are cumulative and not exclusive of each other, provided that double recovery shall not be allowed.

...

§ 14.1.1 The Contractor ~~may~~ may, at its option, suspend the Work or terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

...

§ 14.1.2 The Contractor may at its option, suspend the Work or terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, at its sole option, suspend the Work or terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, including retainage and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, at its option, suspend the Work or terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligation to pay the amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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§ 14.4.4 In the event of any termination of the Contract, the Contractor agrees to reasonably cooperate and provide any information requested by Owner in connection with completion of the Project.

...

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor shall also include a detailed critical path schedule with all dependencies marked accurately and compare this to a prior similar schedule which illustrates the reason for the claim.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by ~~data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~ CPM Schedule analysis substantiating that weather conditions impacted a critical path construction activity in excess of the Weather Day Allowance for the Project.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The term "consequential damages" shall not include the cost of any structural repair, dismantling, or replacement that is reasonably related to any supplier's, manufacturer's, Contractor's or subcontractor's negligence.

§ 15.2 Initial Decision Direct Discussions

§ 15.2.1 If the parties cannot resolve a claim relating to or arising out of this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between parties' representatives, who shall possess the necessary authority to resolve such claim and who shall record the date of first discussion. If the parties' representatives are not able to resolve such claim withing five (5) business days after the date of first discussion, the parties' representatives shall immediately inform senior executives in writing that resolution was not achieved. Upon receipt of such notice, senior executives of the parties shall meet withing ten (10) business days to endeavor to reach resolution. If the dispute remains unresolved twenty (20) days from the date of first discussion, the parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Under no circumstance will Project Architect be Initial Decision Maker. Initial Decision Maker would be an independent, third-party and mutually agreed to by Owner and Construction Manager. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Should no Initial Decision Maker be agreed upon, either party may file for mediation for litigation.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its current Construction Industry Mediation Procedures in effect on the date of the Agreement. ~~request for mediation.~~ A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree

otherwise, shall be administered by the American Arbitration Association in accordance with its current Construction Industry Arbitration Rules in effect on the date of the Agreement-demand for arbitration. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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§ 15.4.4.1 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either~~ Either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either~~ Either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:06:57 ET on 05/02/2025 under Order No. 2114477295 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Fransen Pittman Labor Rates - Hiawatha Gardens

Position	Rate
Project Executive	\$157.35
General Superintendent	\$165.58
Project Manager	\$134.55
Project Superintendent	\$123.00
MEP Coordinator	\$124.96
Quality Control Manager	\$100.55
Project Engineer	\$112.00
Project Administrator	\$61.02
Field Engineer	\$112.00
Assistant Project Manager	\$113.43
Assistant Project Superintendent	\$119.62
Foreman	\$116.53
Lead Man	\$115.53
Carpenter	\$98.09
Carpenter Apprentice	\$93.50
Laborer	\$84.49
Field Supervisor	\$163.85
Safety Officer	\$124.96
Surveyor	\$169.60
Civil Systems Director	\$169.60
Civil Systems Coordinator	\$124.96
Estimator	\$123.81

These rates subject to adjustment at the beginning of every calendar quarter
Overtime for hourly positions will be billed at 1.5 times the above burdened rates
Makeup of bill rates not subject to audit

Fransen Pittman Insurance Rates

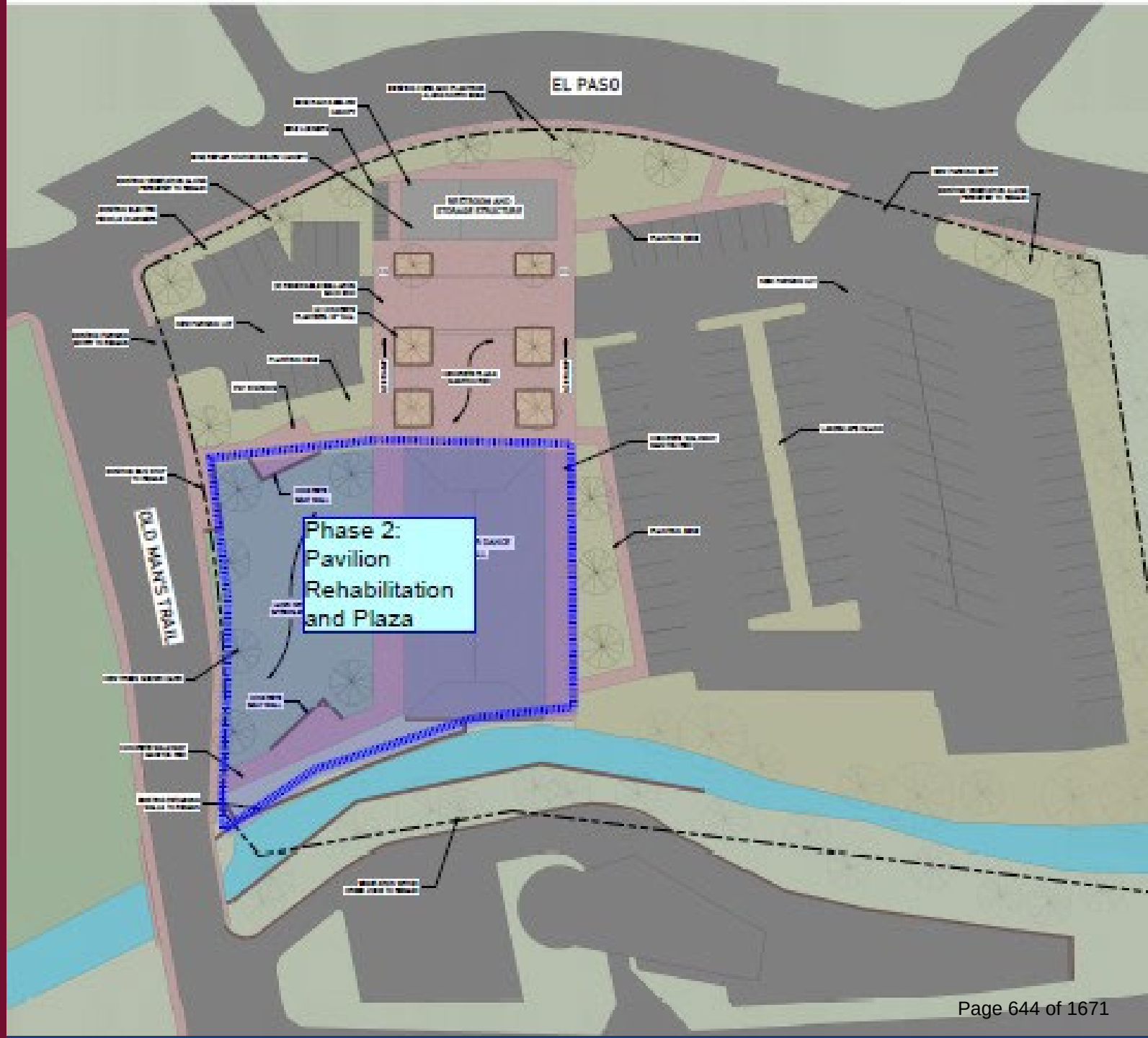
General Liability CGL	\$ 7.95
Umbrella	\$ 4.95
Professional Liability	\$ 1.15
Builder's Risk	TBD



Hiawatha Gardens Phase 2– Pre-Construction Services

PRESENTED BY: ERIN RINGSRED

Phase 2:





RFP Selection Process

- RFP dates February 18, 2025 – March 17, 2025
 - Firms Shortlisted – March 20th
 - Interviews – April 10th
 - Final Selection – April 15th
- Selection Committee consisted of:
 - Erin Ringsred, Planner and Landscape Architect II (Project Manager)
 - Chelsea Royston, Senior Planner
 - Zach Davison, Planner I
 - Jeffery Fryer, Sr Web and ADA Coordinator
 - Sarah Lara, Artaic Group, Owner's Rep

RFP Evaluation Results



- 7 Companies Submitted bid
- 3 Companies were shortlisted and interviewed
- Reference checks on final three
- The selection committed ranked their choices
- Vetted bid documents; compared costs

Evaluation Details



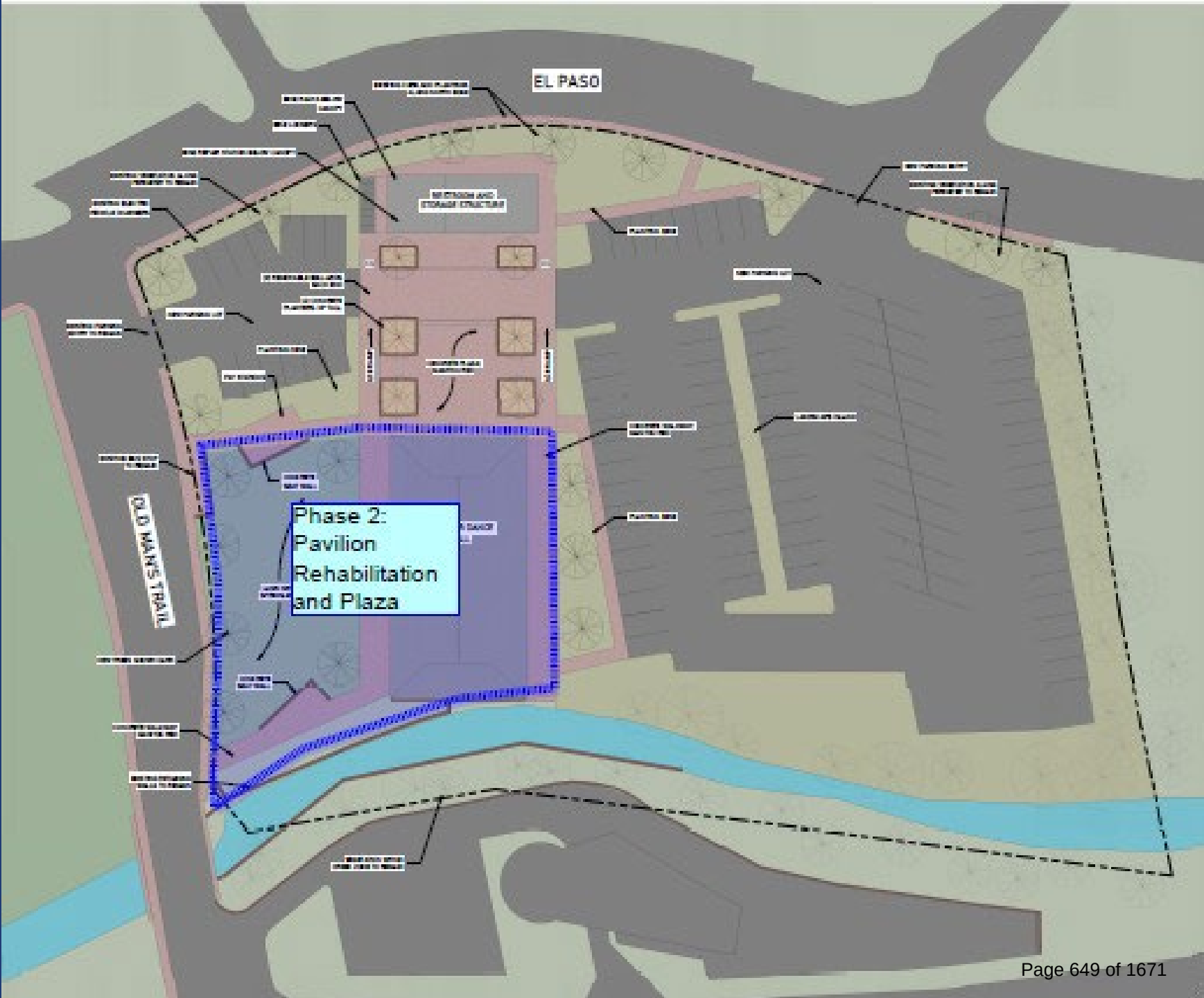
- Notes from Evaluation Process:
 - Demonstrated a strategy for updating project costs quickly and effectively
 - Provided a strategy to mitigate unexpected costs
 - Described strategies to work collaboratively with the Community, Staff and the Design Team

Consultant Recommendation



- Fransen Pittman
- Based in Englewood, Colorado

Phase 2:





Phase 2 Contract

- Contract Amount \$3,750
 - Services Included:
 - 6 Months Pre-Construction
- Contract in Partnership with PPRTA
 - Scheduled for CAC presentation May 7th
 - Scheduled for Board Presentation May 14th



Questions?

On December 3rd, 2024 City Council recommended staff proceed with next steps for Phase 1-4 of the Hiawatha Gardens Project. Due to the size and scope of the project this triggered the need for a Request for Proposals according to Chapter 3.32 of City Code. City Staff conducted the Request for Proposals procurement process. Based on the results of that process, they are recommending the following approach and selected consultant team.

Architectural and Engineering Services Strategy

Procurement for Design Services

In order to ensure the City received the best price and value for consultant services on Hiawatha Gardens and to ensure the design solutions were comprehensive, the decision was made to Request Proposals for all four phases of the project. The four project phases are as follows:

- Phase 1: Restroom and Parking Lot
- Phase 2: Pavilion and Plaza
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

The shortlisted proposals were interviewed and evaluated for their qualifications and ability to provide professional architectural and engineering services for all four phases. The shortlisted teams were also requested to provide fees for all four phases to ensure the costs would be competitive for all four phases.

Separate Contracts for each Phase of Design Services

The Design Services have been broken out separately by project Phase for two reasons.

1. To provide City Council with maximum flexibility to approve or deny each contract individually.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that are eligible for PPRTA funds are:

- Phase 1: Restroom and Parking Lot
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

Phase 1 and Phase 2 Contracts for Schematic Design through Construction Observation.

Phase 1 and 2 are being recommended for contracts from schematic design through construction. This is the recommendation based on the amount of funding that has already been identified for each Phase.

Phase 1 has been identified as fully funded based on cost estimates provided in December 2024. The funding sources identified include PPRTA, Mobility and Parking, and the COG Agreement.

Phase 2 has had partial funding identified through CIP Allocation and MACH funds. Utilizing MACH funds, the design documents could move through design and permitting. City Staff found that on the Carnegie Library Project, we had greater success securing grant funding with Construction Document level design materials. Therefore, we felt this would be the most prudent path to securing the additional funds necessary. Our recent experience securing loans identified the need to have construction documents and a cost estimate to secure a loan. By taking the project through construction documents at this time we would be able to provide City Council with the greatest flexibility around funding the construction costs and give the City the best possible chance to secure grant funding.

Phase 3 and 4 Contracts for Schematic Design Only

Phase 3 and 4 have been recommended for contract through Schematic Design only. This is a result of available funds. We have identified PPRTA funds that can be put towards schematic design. However, there are not enough available PPRTA funds to fully fund Phase 3 and 4 design documentation AND Phase 1's design and construction.

Staff felt that by including Phase 3 and 4 in the schematic design phase the project can still be designed holistically with the full construction of Phase 1-4 in mind while staying within the available project budget.

Pre-Construction Services Strategy

In order to meet the goal of completing parking lot and restroom construction by June 1st 2026, staff with the help of the Artaic Group discussed opportunities to save time in the schedule. The solution that was identified was to run the procurement process for a general contractor concurrently with procurement for design services.

What started out as a solution to save time on the project also offers other advantages that add value to the project and help reduce risk to the City.

Traditional Design Bid Build Approach

In a traditional design process (design-bid-build), the contractor would not be hired until after construction documents are completed. With the traditional approach there is a risk that Construction Bids received could be significantly higher than those reviewed during the design decision making process which could result in the following:

- Cost Overrun for the project budget and need to procure more funds.
- Significant design changes or scope reduction.
- Delayed construction start date due to the need for design changes and additional reviews and resubmittals.

When a contractor is not involved during the design process, we typically hire a consultant to create cost estimates at project milestones. This services can cost between \$6,000 and \$8,000 based on recent contracts for a single cost estimate.

Construction Manager/General Contractor (CM/GC) Method

In this approach, the contractor acts as a consultant during the design process and is brought on to provide Pre-Construction and estimating services. Therefore, the contractor that has provided pricing throughout the design decision making process is also the contractor that will construct the project once construction documents and permitting are complete. This approach offers the following advantages to the City:

- The benefits of constructability and pricing feedback as design options are being considered.
- Cost Estimates that are based on feedback from trade subcontractors' current costs and not based on past bids. This is critical in the current economic climate with tariffs.
- Identify risks early in the process so that the design can be adjusted
- Means and Methods expertise is provided allowing the design to be tweaked to be cost effective while maintaining design intent.

Separate Contracts for each Phase of Design Services

The Design Services have been broken into two contracts for two reasons.

1. To provide City Council with the flexibility to approve either contract independently.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that is eligible for PPRTA funds is Phase 1, 3 and 4: Restroom and Parking Lot (Lump Sum). This is a lump sum contract. The City originally requested Fransen Pittman

provide pre-construction services for just Phase 1 and 2 in the original contract. When we asked Fransen Pittman to add cost estimates for Phase 3 and 4 at the schematic design phase. they did not increase their lump sum cost, assuming those two estimates are performed within the six-month pre-construction period in parallel with Phase 1 cost estimates and services.

Conclusion

Based on our professional expertise, we recommend the above approach. Staff feels that this approach helps reduce the City's risk while creating the most collaborative dynamic between all parties involved which will result in the best project value for the City.



Memorandum

Title: Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 1 (Parking Lot and Restroom Structure)

From: Erin Ringsred, Planner and Landscape Architect II

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

May 6, 2025

Purpose:

Finalize contract with Davis Partnership that authorizes the contract to provide design services for Hiawatha Gardens Phase 1 (Restroom and Parking Lot). Design services include the preparation of Schematic Design, Design Development and Construction Documents as well as Construction Observation Services.

Background:

Supplemental Information regarding the overall strategy for items F4, F5, F6, F7, F8, and F9 will be uploaded on Monday May 5th. Due to time constraints and the need to meet PPRTA deadlines it could not be ready by May 2nd, 2025.

On February 18, 2025, staff published a Request for Proposals for comprehensive design services for Phases 1 through 4 of the Hiawatha Gardens project based on the alternatives selected by City Council on December 3, 2024.

Proposals were submitted on March 17, 2025. Proposals were reviewed by the selection committee and scored in accordance with the scoring criteria outlined in the Request for Proposals. The City received five proposals, and four teams were shortlisted for interviews by the selection committee. Interviews were conducted on April 3, 2025. The selection committee unanimously selected the Davis Partnership Team to perform the design services based on their qualifications and interview performance.

The Restroom and Parking Lot have been identified as their own phase so that the City can meet the timeline and requirements for the PPRTA Transit Shuttle and Surface or Structure Parking Project Agreement 26-499-732.

Tree Removal:

Tree removal is not anticipated as part of Phase 1 at this time. However, trees on the eastern edge of the property were not evaluated as part of the ecological assessment



and therefore their health is unknown at this time. In collaboration with the Design Team, General Contractor and City Staff, the health of these trees and potential impacts during construction will be evaluated in the Schematic Design phase. If there are any changes in the tree recommendations, City Council will be promptly notified.

Pros and Cons:

Pros: The proposed design services contract is the first step that will allow the City to begin construction on the parking lot and restroom before the end of 2025 and allow the project to reopen to serve residents and visitors by June 1, 2026.

Cons: If postponed, this will push back the project timeline, which has the potential to impact parking availability during peak season in 2026.

Fiscal Impact:

The total design services cost for Phase 1 (Restrooms and Parking Lot) which includes schematic design through construction observation is \$255,426 this includes reimbursable expenses and is not to exceed. This scope of work is funded by the PPRTA Transit Shuttle and Surface or Structure Parking Project Agreement.

The rough order of magnitude cost for Phase 1 is \$2,425,971 these are hard costs only. This does not include estimates for cost escalations, construction material testing, or owners' representative fees.

Workload Impact:

City staff and consultants will manage construction, which will include managing the construction, communications, and quality control inspections plus invoicing. Once the parking lot has re-opened, the additional landscape areas will require the evaluation of additional park staff needs.

Recommended Action:

Approve the AIA Contract with Davis Partnership Architects through approval of the consent calendar.

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 1st day of May in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

and the Architect:
(Name, legal status, address, and other information)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

for the following Project:
(Name, location, and detailed description)

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

The Construction Manager (if known):
(Name, legal status, address, and other information)

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1999989837)

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5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 1 Restroom and Parking Lot** – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise requirement; construction of a new restroom structure outside of the floodplain; and creation of concrete plaza between the existing historic dance hall and new restroom structure. Schematic Design through Construction Administration and Closeout.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Phase 1 is anticipated to total approximately \$2,000,000 for hard (construction) costs .

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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User Notes:

(1999989837)

.1 Design phase milestone dates, if any:

Start Date May 5th, 2025

.2 Construction commencement date:

November 2025

.3 Substantial Completion date or dates:

Phase 1 anticipated to be completed prior to April 1st, 2026

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[☐] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

NA

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

PPRTA Representative, TBD

Init.

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User Notes:

(1999989837)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Fransen Pittman Construction

- .2 Land Surveyor:

- .3 Geotechnical Engineer:

TBD

- .4 Civil Engineer:

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Construction Material Testing - TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555
justin.dipietro@davispartnership.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Martin/Martin

Init.

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.2 Mechanical Engineer:

Bridgers & Paxton

.3 Electrical Engineer:

A/E Design

.4 Other consultants and contractors:

(List any other consultants and contractors retained by the Architect.)

IT/Low Voltage: AE Design

Irrigation Design: Hydrosystems-KDI

Roof Consultant: Marx | Okubo

Civil Engineer: Martin/Martin

Traffic Engineer: Galloway

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 [Not Used]

§ 1.3.1 [Not Used]

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall design the Project to comply with all applicable Federal and State laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents; this includes, but is not limited to, the Americans with Disabilities Act ("ADA") and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with the above standard of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.2 The Architect shall pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.3 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state licensure), authority, personnel and working capital to complete the services required hereunder. The Architect represents that it has visited the site for the Project, familiarized itself with the conditions under which the services required hereunder are to be provided, and, represents that it will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.4 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall assist the Owner in defending any claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million dollars (\$ 1,000,000) for each occurrence and Two Million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than

the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million dollars (\$ 1,000,000) per claim and Two Million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

§ 2.6.9 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates one (1) year after the Architect issues the Certificate of Substantial Completion, which ends the Contractor's construction warranty period.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy

and/or completeness of such Shop Drawings and other submittals. The Architect shall take appropriate action if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after Substantial Completion and the issuance of a Certificate of Occupancy and prior to the expiration of any one (1)-year Contractor's or manufacturer's warranties, the Architect shall re-examine the Project and report to the Owner the status of the Contractor's completion or any observed deficiencies in workmanship or materials relative to the final inspection "Punch List" and all warranted work. The occurrence of such meeting alone shall not change the Substantial Completion date. Such meeting and the Architect's report shall be completed to allow appropriate time for the Owner to, if necessary, make warranty claims prior to the expiration of the one (1)-year warranty period.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Owner/Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Owner (As-Designed Only)
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Owner
§ 4.1.1.13 Cost estimating	Owner
§ 4.1.1.14 On-site project representation	Owner/Architect
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Owner
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Owner
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Architect
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Owner/Architect
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; except as defined in Architect's Fee Proposal dated April 3, 2025;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty Six (26) visits to the site by the Architect during construction; plus One (1) visit to the site by the MEP Design Engineer(s) for rough-in inspection
- .3 Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents, including site visit from Architect and MEP Design Engineer(s). These site visits are expected to be combined with visits noted in 4.2.3.2 above.
- .4 One (1) inspections for any portion of the Work to determine final completion; including (1) one site visit for an 11-month warranty walk prior to expiration of 1-year warranty.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 14 (fourteen) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with the Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.2.7 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the cost of any and all such services, on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect believes is not being rendered in a timely manner.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 [Not Used]

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall

require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This Section 5.12 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect, or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings, and other services rendered by the Architect and the Architect shall, without additional compensation, promptly remedy and correct any error, omissions, or other deficiencies in Architects work product that the Architect is determined to be responsible.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 [Not Used]

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications in the Construction Documents Phase as defined under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the fullest extent permitted by law, Architect shall indemnify and hold the Owner harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

- (a) the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or
- (b) Architect's breach of this Agreement.

except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.

This indemnity provision is to be interpreted to require Architect to indemnify and hold the Owner harmless but only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section.. This Section 8.1.3 shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section 8.1.3 are performed.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. The parties shall agree upon a mediator. If one of the parties refuses to mediate or if the parties are unable to agree upon a mediator, the Chief Judge of the Third Judicial District shall appoint a mediator. The costs of the mediator shall be shared equally by the parties and any attorney fees incurred by either party shall be the responsibility of the party engaging the attorney.

§ 8.2.2 Intentionally deleted.

§ 8.2.3 Intentionally deleted.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven

(7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner for convenience and without cause upon fifteen (15) days written notice to Architect. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Intentionally deleted.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such hazardous material or toxic substance within the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. In addition, the Architect shall not use any photos containing students without completion of the appropriate consent forms provided by the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 If the Architect or Owner receives information specifically designated as "confidential", the receiving party shall keep such information confidential and shall not disclose it to any other person except as required by law. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project. The Architect acknowledges and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. This Section 10.8 shall survive the termination of this Agreement.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Owner irrevocably assigns to the Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. The Owner shall cooperate with the Architect to establish Architect's eligibility for these federal tax credits. The Architect shall be responsible for the costs of the independent third-party energy study and certification.

§ 10.11 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.12 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. The Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from the Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, the Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from the Architect's failure to comply with all applicable laws or regulations.

§ 10.15 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.16 Pursuant to Section §24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Weld County School District RE-3J for the services required of the Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by the Architect, which work causes the aggregate amount payable under this Agreement to the Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). The Owner shall reimburse the Architect on a periodic basis as provided in this Agreement for all additional directed work performed by the Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to the Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Per Exhibit B - Davis Partnership Fee Workbooks

Init.

/

(Paragraphs deleted)

Phase 1 – Concept Design through Construction Administration

(Paragraph deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Per Davis Partnership fee workbooks & hourly rates

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are included in the compensation for Basic, Supplemental, and Additional Services and shall include only expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Mileage based on Federal rates in connection with the project and Owner requested out-of-town travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6

(Paragraphs deleted)

If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .10 Other similar Project-related expenditures.

(Paragraph deleted)

§

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

(Paragraph deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this Agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.

§ 12.2 All Architect statements, billings, and invoices for Basic Services, including, but not limited to the Supplemental Services, Additional Services, and Reimbursable Expenses shall be in such form as may be prescribed by the Owner and the State of Colorado.

§ 12.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

§ 12.4 No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement.

§ 12.5 If any provisions of this Agreement are finally determined to be invalid by a court of competent jurisdiction in which it may be sought to be enforced, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

§ 12.6 The Architect, its employees, agents, and subconsultants shall abide by all applicable laws and by all the Owner's policies and procedures while on the Owner's property, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's website for information on the Owner's policies.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 :

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

Init.

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Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks,
Hourly Rates & Design Schedule, dated April 3, 2025

- 4** Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

David Daniel,, Principal in Charge

(Printed name, title, and license number, if required)

Init.

/

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User Notes:

(1999989837)

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PAGE 1

AGREEMENT made as of the 1st day of May in the year 2025

...

(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

...

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

...

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

...

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

PAGE 2

Per Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- Phase 1 Restroom and Parking Lot – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise requirement; construction of a new restroom structure outside of the floodplain; and creation of concrete plaza between the existing historic dance

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(1999989837)

hall and new restroom structure. Schematic Design through Construction Administration and Closeout.

...

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado.

...

Phase 1 is anticipated to total approximately \$2,000,000 for hard (construction) costs .

PAGE 3

Start Date May 5th, 2025

...

November 2025

...

Phase 1 anticipated to be completed prior to April 1st, 2026

...

[☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

NA

...

N/A

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

...

PPRTA Representative, TBD

PAGE 4

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User Notes:

(1999989837)

Fransen Pittman Construction

...

TBD

...

Construction Material Testing - TBD

...

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555
justin.dipietro@davispartnership.com

...

Martin/Martin
PAGE 5

Bridgers & Paxton

...

A/E Design

...

.4 Other consultants and contractors:
(List any other consultants and contractors retained by the Architect.)

IT/Low Voltage: AE Design
Irrigation Design: Hydrosystems-KDI
Roof Consultant: Marx | Okubo
Civil Engineer: Martin/Martin
Traffic Engineer: Galloway

...

§ 1.3 ~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~[Not Used]

§ 1.3.1 ~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~[Not Used]

PAGE 6

§ 2.2.1 The Architect shall design the Project to comply with all applicable Federal and State laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents; this includes, but is not limited to, the Americans with Disabilities Act ("ADA") and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with the above standard of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.2 The Architect shall pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.3 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state licensure), authority, personnel and working capital to complete the services required hereunder. The Architect represents that it has visited the site for the Project, familiarized itself with the conditions under which the services required hereunder are to be provided, and, represents that it will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.4 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall assist the Owner in defending any claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants.

...

§ 2.5 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million dollars (\$ 1,000,000) for each occurrence and Two Million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 7

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million dollars (\$ 1,000,000) per claim and Two Million dollars (\$ 2,000,000) in the aggregate.

...

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

§ 2.6.9 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

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§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price ~~proposal or Control Estimate~~ proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price ~~Amendment or Control Estimate~~ Amendment.

PAGE 10

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~the Owner's approval of the Construction Manager's Control Estimate~~, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates ~~on the date the Architect issues the final Certificate for Payment~~ one (1) year after the Architect issues the Certificate of Substantial Completion, which ends the Contractor's construction warranty period.

PAGE 11

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

...

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy and/or completeness of such Shop Drawings and other submittals. The Architect shall take appropriate action if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.6.6.5 ~~Upon request of the Owner, As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after Substantial Completion and the issuance of a Certificate of Occupancy and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~ any one (1)-year Contractor's or manufacturer's warranties, the Architect shall re-examine the Project and report to the Owner the status of the Contractor's completion or any observed deficiencies in workmanship or materials relative to the final inspection "Punch List" and all warrantied work. The occurrence of such meeting alone shall not change the Substantial Completion date. Such meeting and the Architect's report shall be completed to allow appropriate time for the Owner to, if necessary, make warranty claims prior to the expiration of the one (1)-year warranty period.

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§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2	Programming	<u>Owner/Architect</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	<u>Architect</u>
§ 4.1.1.5	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Owner (As-Designed Only)</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Owner</u>
§ 4.1.1.13	Cost estimating	<u>Owner</u>
§ 4.1.1.14	On-site project representation	<u>Owner/Architect</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Owner</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Owner</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Owner</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Architect</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Owner/Architect</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

PAGE 14

- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; except as defined in Architect's Fee Proposal dated April 3, 2025;

PAGE 15

- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price ~~Amendment or Control Estimate; Amendment;~~ and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price ~~Amendment or Control Estimate; Amendment.~~

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty Six (26) visits to the site by the Architect during construction; plus One (1) visit to the site by the MEP Design Engineer(s) for rough-in inspection

- 3 Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents, including site visit from Architect and MEP Design Engineer(s). These site visits are expected to be combined with visits noted in 4.2.3.2 above.
- 4 One (1) inspections for any portion of the Work to determine final completion; including (1) one site visit for an 11-month warranty walk prior to expiration of 1-year warranty.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60~~ sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 14 (fourteen) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with the Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.2.7 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the cost of any and all such services, on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

PAGE 16

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect believes is not being rendered in a timely manner.

...

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™—2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. [Not Used]

PAGE 17

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This Section 5.12 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect, or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings, and other services rendered by the Architect and the Architect shall, without additional compensation, promptly remedy and correct any error, omissions, or other deficiencies in Architects work product that the Architect is determined to be responsible.

...

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. [Not Used]

PAGE 18

~~§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

...

§ 6.7 After incorporation of modifications in the Construction Documents Phase as defined under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

PAGE 19

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

~~§ 8.1.3 The To the fullest extent permitted by law, Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:~~

- ~~(a) the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or~~
- ~~(b) Architect's breach of this Agreement.~~

~~except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.~~

~~This indemnity provision is to be interpreted to require Architect to indemnify and hold the Owner harmless but only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section.. This Section 8.1.3 shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section 8.1.3 are performed.~~

...

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution litigation. The parties shall agree upon a mediator. If one of the parties refuses to mediate or if the parties are unable to agree~~

upon a mediator, the Chief Judge of the Third Judicial District shall appoint a mediator. The costs of the mediator shall be shared equally by the parties and any attorney fees incurred by either party shall be the responsibility of the party engaging the attorney.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Intentionally deleted.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Intentionally deleted.

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[☒] Litigation in a court of competent jurisdiction

...

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project,~~ Project for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ~~90 cumulative ninety~~ (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner for convenience and without cause upon fifteen (15) days written notice to Architect. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than seven-fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: Intentionally deleted.
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

...

§ 9.10 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

...

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such hazardous material or toxic substance within the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. In addition, the Architect shall not use any photos containing students without completion of the appropriate consent forms provided by the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

...

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. If the Architect or Owner receives information specifically designated as "confidential", the receiving party shall keep such information confidential and shall not disclose it to any other person except as required by law. The receiving party may also disclose such information to its

employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, ~~provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~Project. The Architect acknowledges and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. This Section 10.8 shall survive the termination of this Agreement.

...

§ 10.10 The Owner irrevocably assigns to the Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. The Owner shall cooperate with the Architect to establish Architect's eligibility for these federal tax credits. The Architect shall be responsible for the costs of the independent third-party energy study and certification.

§ 10.11 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.12 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. The Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from the Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, the Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from the Architect's failure to comply with all applicable laws or regulations.

§ 10.15 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.16 Pursuant to Section §24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Weld County School District RE-3J for the services required of the

Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by the Architect, which work causes the aggregate amount payable under this Agreement to the Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). The Owner shall reimburse the Architect on a periodic basis as provided in this Agreement for all additional directed work performed by the Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to the Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

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Per Exhibit B - Davis Partnership Fee Workbooks

~~.2~~ — Percentage Basis

~~(Insert percentage value)~~

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, Phase 1 – Concept Design through Construction Administration~~

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~~.3~~ — Other

~~(Describe the method of compensation)~~

...

Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be ~~the amount invoiced to the Architect plus~~ percent ~~(— %), or as follows:~~

...

Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Per Davis Partnership fee workbooks & hourly rates

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

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Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

...

§ 11.8.1 Reimbursable Expenses are ~~in addition to~~ included in the compensation for Basic, Supplemental, and Additional Services and shall include only expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~1 Transportation and authorized out-of-town travel and subsistence;~~ Mileage based on Federal rates in connection with the project and Owner requested out-of-town travel;

- ...
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - ~~.7~~ Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - ~~.8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
 - ~~.9~~ .7 All taxes levied on professional services and on reimbursable expenses;
 - ~~.10~~ .8 Site office expenses;
 - ~~.11~~ .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
 - ~~.12~~ .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~—~~ percent (~~—~~%) of the expenses incurred.

§

...

§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ~~—~~) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
(Insert rate of monthly or annual interest agreed upon.)

—%

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§ 12.1 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this Agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.

§ 12.2 All Architect statements, billings, and invoices for Basic Services, including, but not limited to the Supplemental Services, Additional Services, and Reimbursable Expenses shall be in such form as may be prescribed by the Owner and the State of Colorado.

§ 12.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

§ 12.4 No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement.

§ 12.5 If any provisions of this Agreement are finally determined to be invalid by a court of competent jurisdiction in which it may be sought to be enforced, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

§ 12.6 The Architect, its employees, agents, and subconsultants shall abide by all applicable laws and by all the Owner's policies and procedures while on the Owner's property, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's website for information on the Owner's policies.

...

.2 Building Information Modeling Exhibit, if completed::

...

[] AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[**X**] Other Exhibits incorporated into this Agreement:

...

Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

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David Daniel,, Principal in Charge

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:00:37 ET on 05/02/2025 under Order No. 2114477295 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



REQUEST FOR PROPOSALS (RFP)

RFP 2025-005

CITY OF MANITOU SPRINGS

Architectural and Engineering Design Services for: Hiawatha Gardens Restoration and Design

**Published
February 18, 2025**

**606 Manitou Avenue
Manitou Springs, CO 80829**

Request for Proposals: RFP 2025-005

City Contact: Erin Ringsred, Planner and Project Manager

Email: eringsred@manitouspringsco.gov

Invitation

The City of Manitou Springs (the City) (Owner) hereby invites qualified firm(s) interested in providing Architectural Services to submit a response to this Request for Qualifications and Proposal (RFP) in support of the following project:

- Phases 1 & 2:
 - Phase 1 includes building a new restroom structure, a concrete plaza, and a new parking lot with various site improvements.
 - Phase 2 includes the restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain.
 - Design process to begin in April 2025 and anticipate permit drawings to be completed by end of year 2025.
- Phases 3 & 4:
 - Phase 3 includes a new vehicular bridge in conjunction with the closure of Old Man's Trail.
 - Phase 4 includes the renovation of the existing Chase bank building into public restrooms and the creation of a transportation hub including repair/replacement of the existing parking lot to work with new site circulation.
 - Design process to begin in April 2025 and anticipate Schematic Design drawings to be provided by end of summer 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.

The Owner proposes to retain a highly qualified, capable firm(s) to act as the Architect throughout the planning, design, and construction of the complete project. The Architect and subconsultants will be expected to collaborate in a transparent and efficient manner with the City's Owner's Representative, Artaic Group.

All official communication with Candidates and questions regarding this RFP will be via email to the City Project Manager and Owners Representative at the delivery addresses listed below.

All Candidate inquiries will be responded to collectively prior to the "Clarification Deadline" in the schedule noted below. A clarification with replies to all questions will be emailed to all Candidates who have requested the RFP documents. Under no circumstances should candidates contact current consultant team members, or any individual associated with the Owner regarding this RFP or this project.

Schedule of Events

1. **RFP PUBLISHED:** February 18, 2025
2. **PRE-PROPOSAL SITE VISIT:** February 25, 2025 at 11am (MT)
3. **DEADLINE FOR QUESTIONS:** February 28, 2025 4:00 P.M.
4. **FINAL ADDENDUM ISSUED:** March 6, 2025 5:00 P.M.
5. **RFP SUBMITTAL DEADLINE:** March 17, 2025 4:00 P.M. (via electronic submittal)
6. **SHORT-LISTED CANDIDATES NOTIFIED OF INTERVIEW:** March 21, 2025
7. **INTERVIEWS:** March 27, 2025
8. **CANDIDATE NOTIFIED OF SELECTION:** No Later than April 2nd 2025
9. **PROJECT Estimated SUBSTANTIAL COMPLETION:** Estimated Construction for Phase 1 begins October 2025 and is completed by March 2026

Pre-Proposal Site Visti:

A pre-proposal conference will be held on date and time identified above, at the City of Manitou Springs Hiawatha Gardens, 10 Old Man's Trail, Manitou Springs, CO 80829. The purpose of this pre-proposal conference is to discuss this Request for Proposals.

Questions Criterion/Submittal Requirements:

The City will only accept questions emailed to the City Contact(s). **No verbal questions or questions through any other means other than email will be accepted.** Emails containing questions must contain the RFP Title and RFP Number in the Subject line.

Proposal Criterion/Submittal Requirements:

Proposals must be received no later than RFP Submittal Deadline and time identified above. *(Proposals received after this date and time will NOT be considered for award.)*

A signed Attachment A – Proposal Acknowledgement Form – must be included with submitted proposals.

The City will only accept proposals EMAILED to the City Contact(s). Emails containing proposals, or link to proposal, must contain the RFP Title and RFP Number in the Subject line. The body of the email must contain:

COMPANY NAME

RFP TITLE

RFP NUMBER

DUE DATE AND TIME

LINK TO PROPOSAL (if size of proposal exceeds email limitations).

Deliver responses via email to:

Ms. Erin Ringsred, Planner

Deliver 1 electronic copy (PDF Format) via email to: Erin Ringsred, City Project Manager via email – eringsred@manitouspringsco.gov via email with a cc: to Lily.Brunk@artaicgroup.com (Owners Representative)

BACKGROUND AND HISTORY

Manitou Springs was founded in 1872 by Englishman Dr. William Bell and his business partner General William Palmer as a scenic health resort. The town was incorporated in 1876 and is now a home rule city of approximately 5,000 residents.

“Manitou,” a Native American word for “great spirit,” describes this beautiful mountain community. Eight naturally carbonated mineral spring fountains, located throughout this historic town, run free for all who wish to enjoy their healing benefits. The Ute, Cheyenne and other Native Americans considered this area sacred for its healing springs and clean mountain air.

The naturally occurring mineral springs have a rich history of giving and restoring health to people who traveled thousands of miles to be healed by the magical waters. Today, health and wellness continues to be a draw for residents and visitors who come to the area for its unparalleled quality of life and holistic, spiritually uplifting personality.

Manitou Springs is also a vibrant artisan community, home to world class art, music, theater, and sidewalk sculpture displays. The Historic District is lined with unique art galleries, one of a kind gift shops and trading posts with handcrafted Native American treasures. Manitou Springs is home to dozens of artists and art galleries. The City’s economy is primarily tourism-based, and also relies on recreation and leisure services. The community has a range of boards and commissions that help to plan for and implement key community projects and facilities.

The City is approximately 3.2 square miles in area, with over 150 historic structures, including 27 historic arch bridges. Many homes are over 100-years old, and the approximately 30 miles of streets serving these residences are often narrow and steep.

The Hiawatha Gardens complex is a historically significant structure that is in close proximity to the center of the city. The City purchased the property known as Hiawatha Gardens in 2016; the property contains a large area for parking and historic structures, part of which date to before 1900, which has had various uses over the years. The City has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way.

For additional information you are encouraged to visit our website at <https://www.manitouspringsco.gov/412/Hiawatha-Gardens>

PROJECT DESCRIPTION

The City of Manitou Springs is seeking proposals from qualified companies for this project. Hiawatha Gardens is located at 10 Old Man’s Trail in Manitou Springs. Due to the procurement guidelines for the City, this proposal includes the full scope for all project phases. Fees for the full scope will be requested as part of the interview process; however, the overall timing will follow the below project phasing.

Phases 1 & 2:

- **Phase 1 Restroom and Parking Lot** – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise

requirement; construction of a new restroom structure outside of the floodplain; and creation of a plaza between the existing historic dance hall and new restroom structure.

- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.
- Design process to begin in April 2025 and anticipate permit drawings to be completed by October 2025 for Phase 1.

Phases 3 & 4:

- **Phase 3 Vehicular Bridge and Old Man's Trail Closure** – design and permitting of a vehicular bridge over fountain creek on the east side of 487 El Paso Boulevard and 466 Manitou Avenue. Closure of Old Man's Trail and integration into adjacent properties.
- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from Manitou Ave; new vehicular bridge in conjunction with closure of Old Man's Trail; new pedestrian bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site.
- Design process to begin in April 2025 and anticipate Schematic Design drawings to be provided by end of summer 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.

Work completed to date includes:

- Various community events and information sessions over the years as the City developed Concept Designs for the site, restroom amenities, and the future of the old dance hall.
- Architectural concept design drawings and a narrative have been completed along with conceptual engineering recommendations and narratives. All documents are included in the Exhibits noted below.

Supporting Documents

Exhibits associated with this RFP:

- Exhibit A – Hiawatha Gardens and Chase Bank Phasing Map
- Exhibit B – Hiawatha Gardens Concept Design Drawings
- Exhibit C – Hiawatha Gardens Concept Narrative
- Exhibit D – Hiawatha Gardens Concept Floodplain, Site Drainage, and Grading
- Exhibit E – Hiawatha Gardens Concept Structural Design Narrative
- Exhibit F – Hiawatha Gardens Concept Electrical Design Narrative
- Exhibit G – Hiawatha Gardens Concept Mechanical Design Narrative
- Exhibit H – Hiawatha Gardens Ecological Characterization Study
- Exhibit I – Chase Bank Site Concept Drawings
- Exhibit J – Hiawatha Gardens and Chase Bank Preliminary Schedule

COMPANY SELECTION / QUALIFICATIONS

1. Selection of company will be based on the submitted proposal.

2. This is a qualifications-based selection process. Qualifications-Based Selection is a procurement process developed as a process for public agencies to use for the selection of architectural, engineering, and construction services for public construction projects. It is a competitive contract procurement process whereby consulting firms or contractors submit qualifications to a procuring entity who evaluates and selects the most qualified company, and then negotiates the project scope of work, schedule, budget, and fees.
3. Evaluation and Award are discussed herein, and the successful company should be aware that:
 - a. The successful team will demonstrate significant experience with similar projects.
 - b. Preference will be given to local teams (Colorado presence and experience preferred.)
4. The awarded company shall:
 - a. Enter into a contract with the City using the City's standard Services Agreement
 - b. Maintain required insurance coverage for the duration of the contract period as outlined in the contract.
 - c. Operate as an independent company and will not be considered employee(s) of the City of Manitou Springs.
 - d. Be paid on invoices as satisfactory work is completed.

ANTICIPATED SCOPE OF SERVICES

The A/E Scope of Work will generally consist of the requirements in the AIA B133-2014 contract and the following:

All scope of work shall be completed in a collaborative and transparent manner. The Candidate should expect to attend occasional City Council Meetings and Design Advisory Group (DAG) Meetings, which may include evenings outside of normal business hours.

At all phases of design, the design team is expected to develop a list and design add alternates for the project for the Owner to review and make decisions if the alternates will be incorporated into the project.

It is expected the Candidate will provide the following sub consultants at a minimum for this project:

- Architecture
- Civil Engineering
- Structural Engineering
- MEP Engineering
- Fire Protection Design
- Lighting Design
- IT/Low Voltage Design
- Interior Design
- Roof Consultant
- Landscape Architect
- Irrigation Design

The Schematic Design, Design Development and Construction Document phases for the project shall be accompanied by progressively refined estimates of probable construction cost. Upon completion of each phase, the designer shall seek Owner authorization before proceeding to the next phase.

1. Schematic Design (SD)

Consisting of SD drawings, outline specifications and other documents illustrating the scale and relationship of Project components. Schematic Design should include the evaluation of systems for the project, including the ability of the Owner and their staff to operate and maintain the facilities considering any High Performance Design components. The Candidate will present SD documents to the DAG and Owner's Executive Committee for review and refinement. The Candidate will provide informational material for the public to view. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the facilities to refine the designs. SD documents shall be provided to the CM/GC to prepare construction cost estimates, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimates.

2. Design Development (DD)

Consisting of DD drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to site, architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. Continuing review of High Performance design ideas and operation and maintenance by the Owner.

DD documents shall be provided to the CM/GC to update the construction cost estimate, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimate. The project must be within the available budget in order for the project to move into Construction Documents.

The Design Advisory Group may still be meeting through the first half of Design Development. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the building to refine the design during Design Development. At completion of Design Development, the Candidate shall lead a community meeting to provide a progress update.

3. Construction Documents (CD)

Consisting of CD drawings and specifications setting forth in detail the requirements for the construction of the Project. These shall include a complete set of architectural, civil, site development, structural, mechanical, and electrical drawings including low voltage systems and I.T., any other information necessary for the design of the projects.

The Candidate will assist the CM/GC in preparation of a written report summarizing the construction cost estimates through the completion of this phase of work. After working on the construction documents, the Candidate will prepare a presentation of the Final Designs for the DAGs, Executive Committee and City Council and prepare informational presentation materials for the public with the Owner's Representative.

4. Bidding Phase and Construction Kick Off

The Candidate will assist the CM/GC in obtaining bids by rendering interpretations and clarifications of the drawings and specifications in appropriate written form. The Candidate shall assist the CM/GC in conducting mandatory pre-bidding conferences with all principal bidders, if requested.

5. Construction Administration

The Candidate must attend construction meetings no less than bi-weekly and as needed based on the stage of construction and will assist the CM/GC in administration of the project by reviewing and timely return of submittal and shop drawings, providing observation during construction, and providing project documentation in the form of supplemental instructions, requests for information, change orders, etc.

The Candidate and its consultants will regularly monitor the progress and performance of the General Contractor and give notice and recommend courses of action to the Owner if the contractual requirements are not being fulfilled. The Candidate will develop and maintain project files to include a record copy of all drawings, specifications, addenda, change orders and drawing modifications, shop drawings and product data. The Candidate will review applications for progress payments and final payments, and all documents in support of such applications and make the appropriate recommendations to the Owner. The Candidate will review all scope changes proposed by the Contractor and make recommendations regarding feasibility and costs. Construction Administration to continue through punch-list, move-in, and commissioning procedures.

6. Close Out and Warranty

The Candidate shall coordinate and attend all punch list inspections to verify that the project is substantially complete in accordance with the contract documents. The Candidate shall prepare “as-built” and record drawings and participate in final project debriefing meetings as may be scheduled by the Owner. The Candidate and its consultants shall attend an 11-month warranty walk as required by the Owner.

Project Team Members

The Owner intends to hire, or has already selected, the following professionals for the project team:

- Owner’s Representative - Artaic Group
- Architect – TBD
- General Contractor – TBD
- Commissioning Agent – TBD
- Geotechnical Engineer & Construction Material Testing – TBD
- Environmental Engineer – TBD

Submittal Requirements and Checklist

Submittals shall respond to each item noted below. Please limit response information to relevant information only.

1. Cover Letter / Letter of Interest

2. Firm Information

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing project
- Location of main office, if different, and size of staff
- Location of any proposed associate architect and size of staff
- Information on any claims or lawsuits your firm has had in the past 10 years.

3. Availability of Proposed Team

- Provide an organizational chart for your proposed team, including roles and responsibilities for each team member.
- Provide resumes for all key team members.
- Please note proposed key team members are expected to be involved throughout the life of the project and may not be changed without written authorization from the Owner.
- Provide your current availability per team member, based on current and planned workload.
 - o A sample table would look similar to the following and should be based on a % of full time (40 hours per week) at each stage of design outlined in Section C:

Team Member, Role	Concept	SD	DD	CD	CA
Jane Doe, Principal	25%	25%	10%	5%	0%
John Doe, Project Architect	30%	50%	50%	50%	25%
Etc.	X%	X%	X%	X%	X%

4. Similar Project Experience

- Provide project profiles for up to five similar projects in progress or completed by your firm, that the proposed project team has DIRECT involvement with in the last 10 years. Please include the following:
 - o Project Description
 - o Approximate Project Cost(s)
 - o Owner, Architect, & GC Information
 - o Indicate delivery method: Design-Build, CM/GC, Design-Bid-Build
 - o Relevance of the project
 - o Project Timeline

5. Project Approach

- i. Provide detailed information about what makes your approach unique and best suited for this project.
- ii. Describe your public engagement approach and demonstrate understanding of the City's Culture of Engagement
- iii. Describe how the design work will be completed for the Phase 1 improvements by October 2025 so that the City is able to meet our grant timelines.
- iv. Describe your experience with Vehicular Bridge design and highlight any challenges we should be aware of.
- v. Describe how your firm promotes a collaborative approach within a CM/GC delivery method?
- vi. How do you approach project challenges such as the potential for being over budget, over schedule and still ensure the quality of the finished project.
- vii. Describe your approach to sustainability in stormwater management, specifically as it relates to parking lots.

6. References

Provide up to five (5) references from projects completed or began within the past 5 years by your firm with contact information, along with a project description. Identify in the reference list which projects the proposed A/E team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal.

Evaluation Criteria

All proposals submitted in response to this RFP will be evaluated by a committee of City representatives, in accordance with the criteria described below. Offeror's proposals will be evaluated on the criteria listed below. Total scores will be tabulated, and the offeror with the proposal that is deemed to be the most advantageous to the City will be selected. If the City requests presentations by short-listed Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, Offerors should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows:

SUBMITTAL SECTION	POINTS
COVER LETTER	5 Points
FIRM INFORMATION	10 Points
AVAILABILITY OF PROPOSED TEAM	25 Points
SIMILAR PROJECT EXPERIENCE	25 Points
PROJECT APPROACH	25 Points
REFERENCES	10 Points
TOTAL	100 Points

Shortlist and Interviews

From the scoring results, the Executive Committee will shortlist 3 firms to invite to an in-person interview. The interview format will include an initial session/presentation prepared by the Architect and time for Q&A. Interviews will be 60-75 minutes. Fees and contract comments will be requested in advance of the interviews. Fees will be reviewed for all short-listed firms and will be a portion of the scoring matrix for final selection.

The proposed contract, fee/proposal request, and more detailed interview format information will be provided to the short-listed Architects.

Determination of Responsibility of the Offeror

The City awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror. A "Responsible Offeror" is defined by this proposal as one who has "the capability in all respects to perform fully the contract requirements, presents, perseverance, experience, integrity, reliability, capabilities, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an Offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

A selection committee comprised of City staff shall evaluate the proposals based on the criteria and weight given to each as set forth in the table below. Submitted proposals will be judged on the completeness and quality of its content. If necessary, based on the evaluations, a select number of companies may be invited to respond to a detailed request for an oral presentation.

ADMINISTRATIVE INFORMATION

Acceptance and Rejection

The Owner reserves the right to request additional information which, in the Owner's opinion, is necessary to ensure that the Owner has complete information with regard to the Professional Service Provider's competence, business organization, and financial resources to assist in determining if the Professional Service Provider is qualified.

The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. The Owner reserves the right to reject any and all proposals in response to this Request for Proposal that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Proposal at any time and will notify all recipients accordingly.

RFP Submission and Information

Proposals due at the specified date and time must be received at Owner's location (e-mail) by that date and time to receive consideration. Proposals received after the specified date and time are considered late and will not be eligible for review by the Executive Committee. Owner is not responsible for any late proposals received by mail or any other method of delivery.

The Owner is not responsible for costs incurred in the preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted. By submitting a proposal all Candidates agree to the terms and conditions of this RFP and the RFP will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work.

Candidates acknowledge all submissions to this RFP may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFP. It is assumed by the Owner that any Candidate providing a submission is responsible for receiving and reviewing all information provided by addenda and Candidate shall acknowledge receipt of addenda in their response to this RFP.

1. **Issuing Office:** The City of Manitou Springs agent listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.
2. **Official Means of Communication:** All official communication from the City to offerors will be via email to the City contact as identified on page 2 of this RFP. The City will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award.

3. **Inquiries:** Prospective offerors may make written inquiries by email to the City contact as identified on page 2 of this RFP before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference. No inquiries will be accepted after the deadline.

Inquiries regarding this RFP (be sure to reference RFP number) should be referred to the City's contact person as identified on page 2 of this RFP:

Response to offerors' inquiries will be e-mailed by the final addendum date listed herein. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the City of such matters immediately upon discovery.

4. **Insurance and Bonding:** The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Manitou Springs and its agents as "additional insured".

Coverage must include:

WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract;

COMMERCIAL GENERAL LIABILITY coverage written on ISO occurrence form CG00 01/10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury and advertising liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; \$1,000,000 products and completed operations aggregate and \$50,000 on fire; plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision;

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of offerors' owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. The City of Manitou Springs including officers, agents and designees shall be named as additional Insured for General and Auto Liability Insurance;

PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000 per Occurrence and \$3,000,000 aggregate.

EMPLOYER'S LIABILITY coverage with limits of at least \$500,000;

PERFORMANCE BOND in the amount of one hundred percent of the total project cost;

PAYMENT BOND for fifty percent of the total project cost.

5. **Modification or Withdrawal of Proposals:** Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.
6. **Minor Informalities:** Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.
7. **Responsibility Determination:** The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.
8. **Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly, any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
9. **Protested Solicitations and Awards:** Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Administrator. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.
10. **Confidential/Proprietary Information:** The City neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal/. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the City provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The City will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the contact for the City listed in this RFP.
11. **Acceptance of Proposal Content:** The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.
12. **RFP Cancellation:** The City reserves the right to cancel this RFP at any time, without penalty.

13. **Negotiation of Award:** In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

14. **Contract:** The selected offeror will enter into a contract, using the City's standard Services Agreement with the City of Manitou Springs for this work. The contract will set for the agreement and responsibilities as outlined in this RFP.

15. **RFP Response/Material Ownership:** All material submitted regarding this RFP becomes the property of the City of Manitou Springs, unless otherwise noted in the RFP.

16. **Incurring Costs:** The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

17. **Non-Discrimination:** The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

18. **News Releases:** Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Officer.

19. **Taxes:** The City of Manitou Springs is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes.

20. **Assignment and Delegation:** Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

21. **Availability of Funds:** Financial obligations of the City of Manitou Springs payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

22. **Standard of Conduct:** The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The City may request the successful company to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- c. Theft, vandalism, immoral conduct or any other criminal action.
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.
- e. Agents and employees of Contractor working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor shall require each of their employees to carry proper identification including company identification.

24. **Duty to Comply with State Investigation:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

25. Damages for Breach of Contract: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

26. Other Statutes:

- a. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- b. The signatory hereto avers that to his/her knowledge, no City of Manitou Springs employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : _____

PROJECT NAME: _____

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	
Name and Title of Primary Contact	
Company Address	
Phone Number	
Email Address	
Company Website	

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of the City of Manitou Springs.
- None of my employees or agents are currently employees of the City of Manitou Springs.
- I am not related to any City of Manitou Springs employees or Elected Official.

—

Printed Name: _____ Company Title: _____

Signature: _____

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

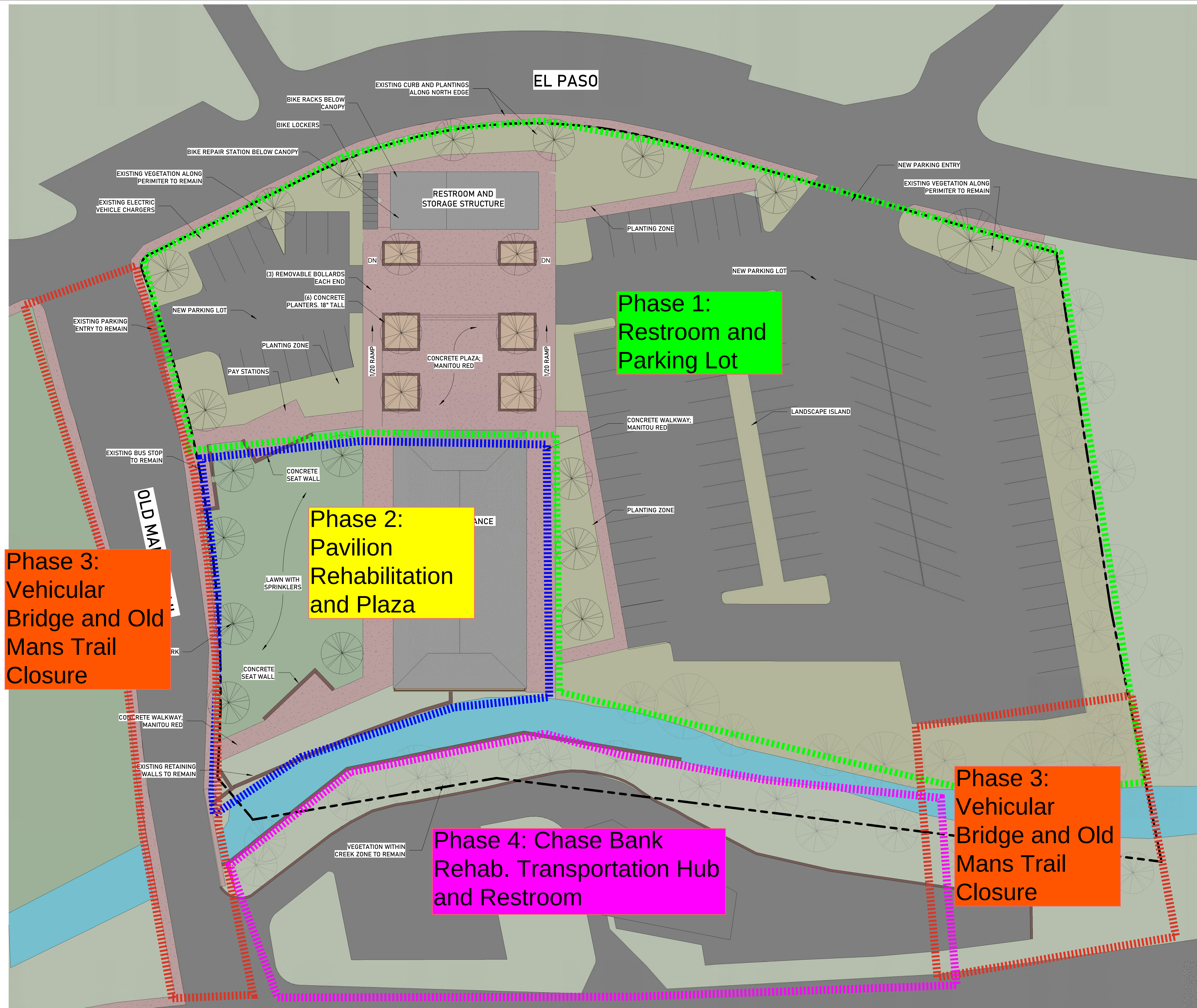
SITE PLAN - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

AS-102



1 SITE PLAN - OPTION 2 - OPEN AIR DANCE HALL

ATTACHMENT A

HIAWATHA GARDENS CONCEPT DRAWINGS

HIAWATHA GARDENS DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829



OPTION 1 - ENCLOSED DANCE HALL (FLOOD PLAIN REMOVED)



OPTION 2 - OPEN AIR DANCE HALL (FLOOD PLAIN REMAINS)

Option 2: Is the Option
Selected by City
Council to proceed into
Schematic Design.

CONCEPT DESIGN
2024-10-24

OWNER
CITY OF MANITOU SPRINGS
606 MANITOU AVENUE
MANITOU SPRINGS, CO 80829
p 719 685-5481 e N/A

ARCHITECT
WORKSHOP 40 ARCHITECTS
7822 W 17TH AVE
LAKEWOOD, CO 80214
p 720.364.2412 e ERIC@WORKSHOP40.COM



All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

HIAWATHA GARDENS
DANCE HALL

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.
G-001



1 EXISTING SITE PLAN AERIAL
1" = 20'-0"

HIAWATHA GARDENS
DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

Date	Description	Date Issued

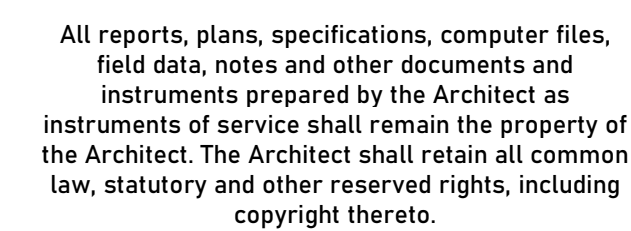


All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

SITE PLAN - EXISTING

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.
AS-100

[illegible]

AS-102

1 SITE PLAN - OPTION 2 - OPEN AIR DANCE HALL



AD-103



11. Reference Architectural Drawings for additional demolition information on existing building not indicated on demolition drawings.

2. DEMO 2X4 NAILED ON RAFTER TAILS AND DECKING BACK TO ORIGINAL FASCIA
EDGE

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

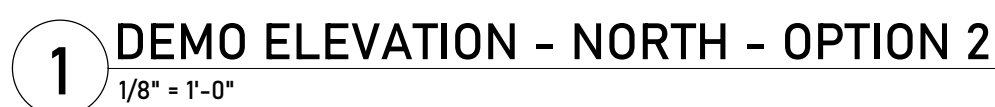


CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

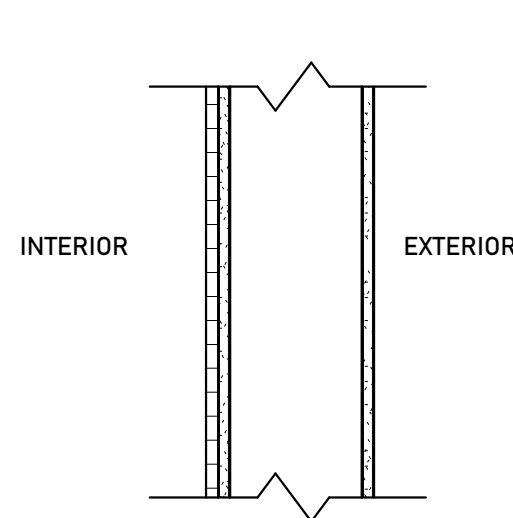
AD-104

[illegible]

AD-403



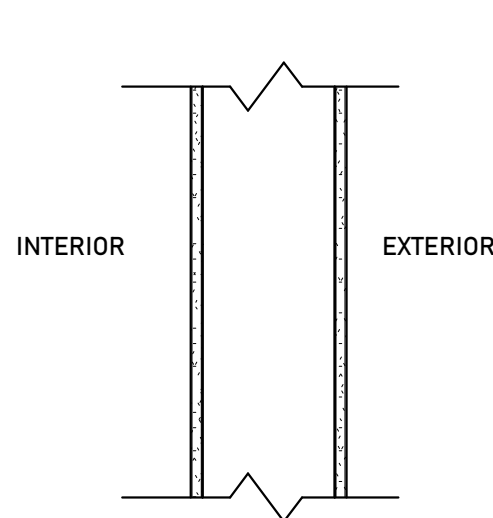
AD-405



INTERIOR

- CERAMIC TILE (7' HIGH)
- 4X8 CMU

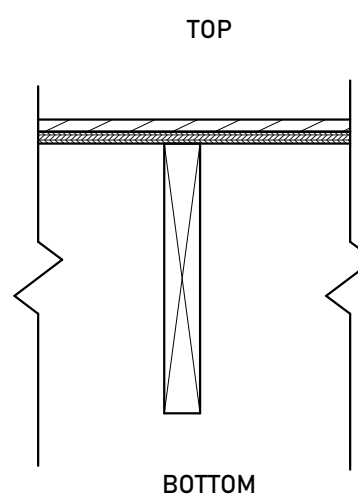
EXTERIOR



INTERIOR

- CERAMIC TILE ON 5/8" CEMENT BOARD (7' HIGH)
- 2X4 STUD (WHERE OCCURS)
- 5/8" GYPSUM BOARD (WHERE OCCURS)

EXTERIOR



INTERIOR

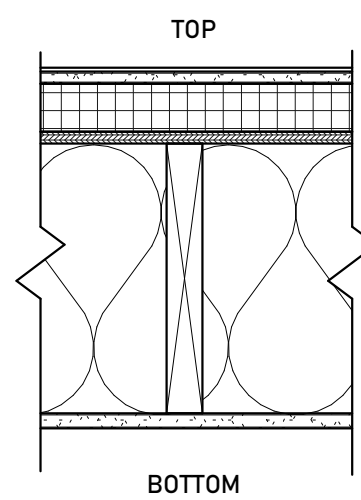
- 4" CAST IN PLACE SLAB; POLISHED COLORED
- VAPOR BARRIER
- EARTH

EXTERIOR

INTERIOR

- EXISTING WOOD FLOOR; REPAIR AND REFINISH
- EXISTING DECKING
- EXISTING 2X JOISTS

EXTERIOR



TOP

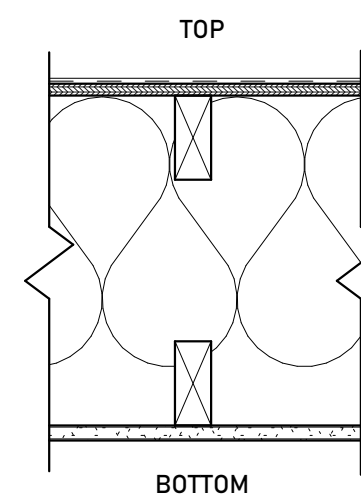
- STANDING SEAM METAL
- FELT UNDERLAYMENT
- 1/2" DENSDECK PRIME
- 2" XPS INSULATION
- DECKING; RE STRUCTURAL
- 2X JOISTS
- 1. FILL WITH BATT INSULATION
- 1/2 GYPSUM BOARD

BOTTOM

TOP

- EPDM MEMBRANE; ADHERED
- 1/2" DENSDECK PRIME
- 2" XPS INSULATION
- NEW DECKING; RE STRUCTURAL
- 2X JOISTS
- 1. FILL WITH BATT INSULATION
- 1/2 GYPSUM BOARD

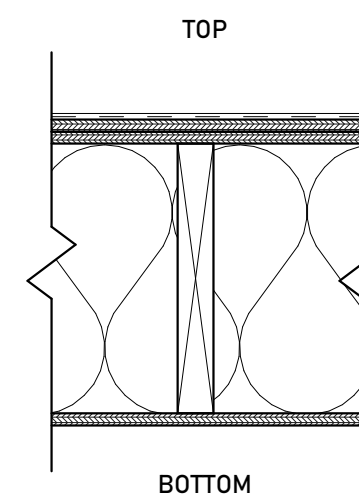
BOTTOM



TOP

- ASPHALT SHINGLES
- FELT UNDERLAYMENT
 - 3' ICE AND WATER SHIELD @ PERIMETER
- NEW DECKING; RE STRUCTURAL
- NEW PRE ENGINEERED TRUSS
 - 1. R-49 BATT INSULATION
 - 1/2" GYPSUM BOARD

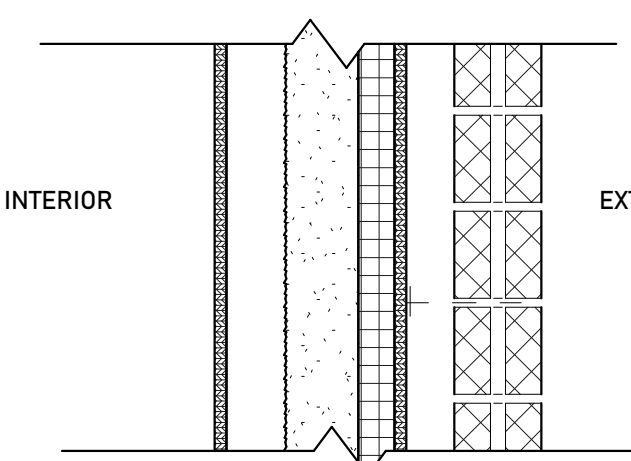
BOTTOM



TOP

- ASPHALT SHINGLES
- FELT UNDERLAYMENT
 - 3" ICE AND WATER SHIELD @ PERIMETER
- NEW DECKING; RE STRUCTURAL
- EXISTING 1X DECKING BOARDS
- EXISTING 2X RAFTERS
 - 1. FILL WITH BATT INSULATION (OPTION 1 ONLY)
- EXISTING BEAD BOARD

BOTTOM

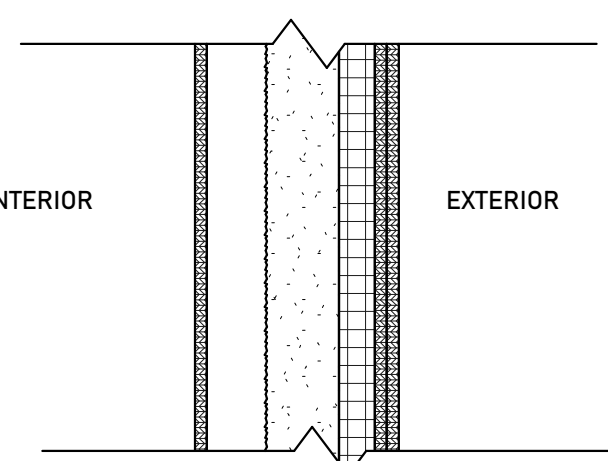


IECC - 2021 - R-7.5c

INTERIOR

- 2" EPS RIGID INSULATION (OPTION 1 ONLY)
- DAMP PROOFING
- 10" CAST IN PLACE CONCRETE W/ FOOTER

EXTERIOR

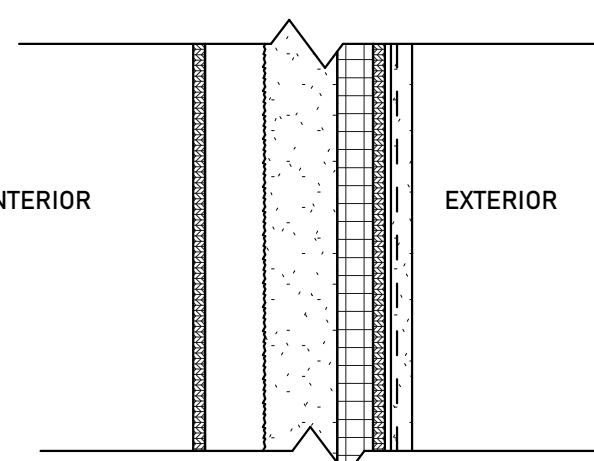


IECC - 2021 - 20&3.8ci OR 13&7.5ci OR 08
20ci

INTERIOR

- 5/8" DRYWALL
- 2X6 WOOD STUD FILLED WITH R-20 (3"MIN) CLOSED CELL SPRAY FOAM
- R-6 ZIP SHEATHING (1.5")
- BOARD AND BATTEN WOOD SIDING; PAINTED

EXTERIOR

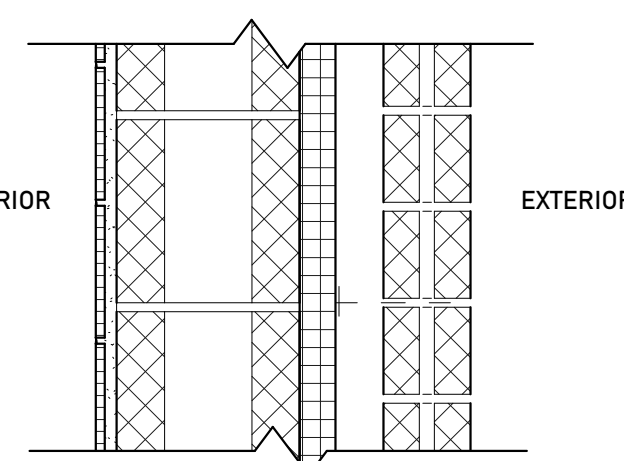


IECC - 2021 - 20&3.8ci OR 13&7.5ci OR 0&
20ci

INTERIOR

- 5/8" DRYWALL
- 2X6 WOOD STUD FILLED WITH R-20 (3"MIN) CLOSED CELL SPRAY FOAM.
- R-6 ZIP SHEATHING
- DRAINAGE MAT
- 3 COAT STUCCO; LATH, SMOOTH FINISH

EXTERIOR

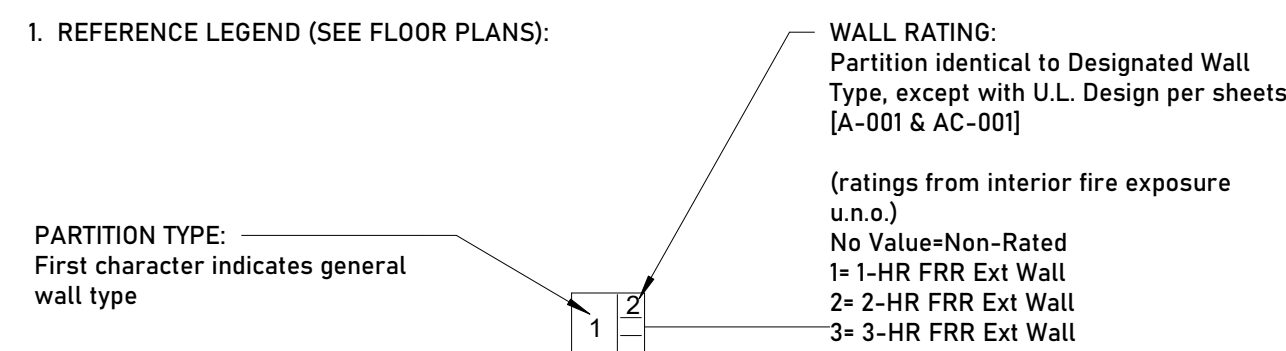
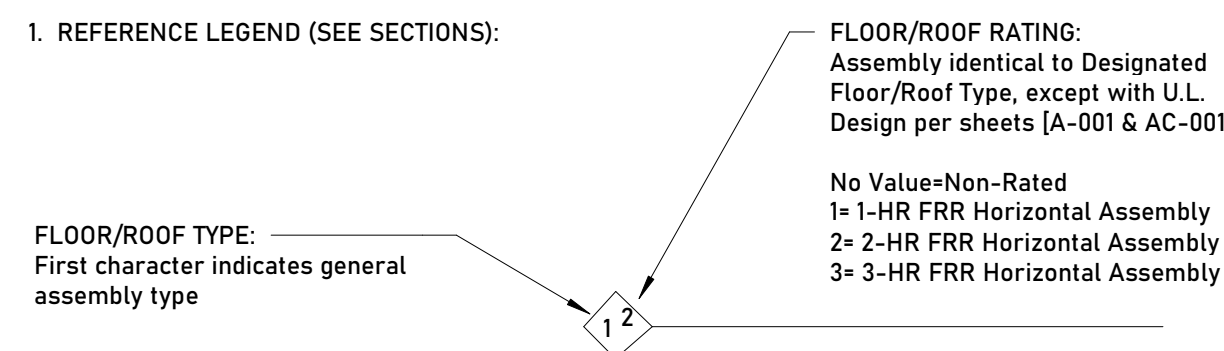


IECC - 20121 - R 11.4c1

INTERIOR

- CERAMIC TILE W/ LATH, SCRATCH, AND BASE COAT
- 8" CMU BLOCK
- 2" XPS RIGID INSULATION; TAPED JOINTS
- 2" AIR SPACE
- CUT STONE VENEER

EXTERIOR

$$1\frac{1}{2}'' = 1'-0''$$


10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

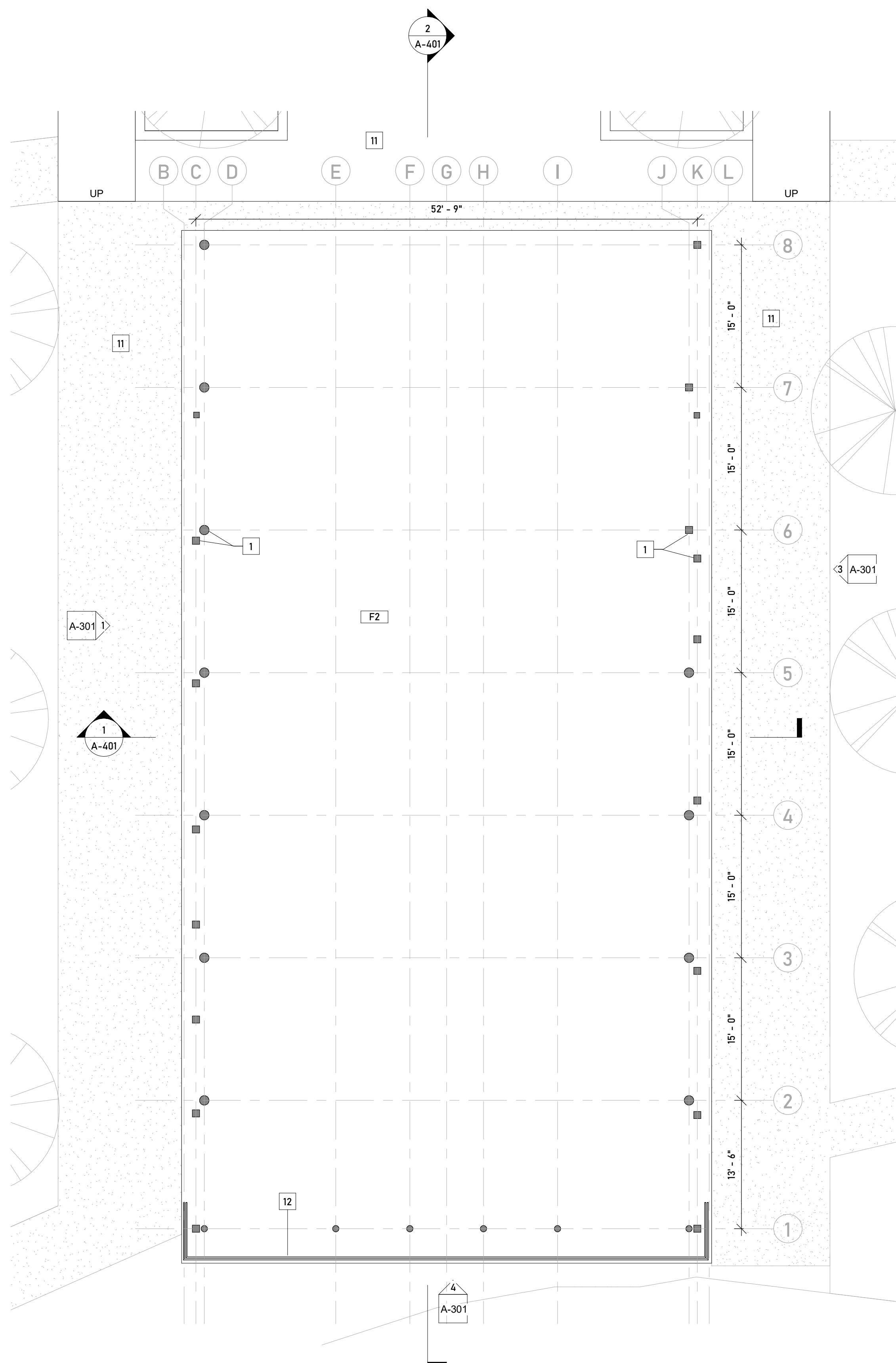
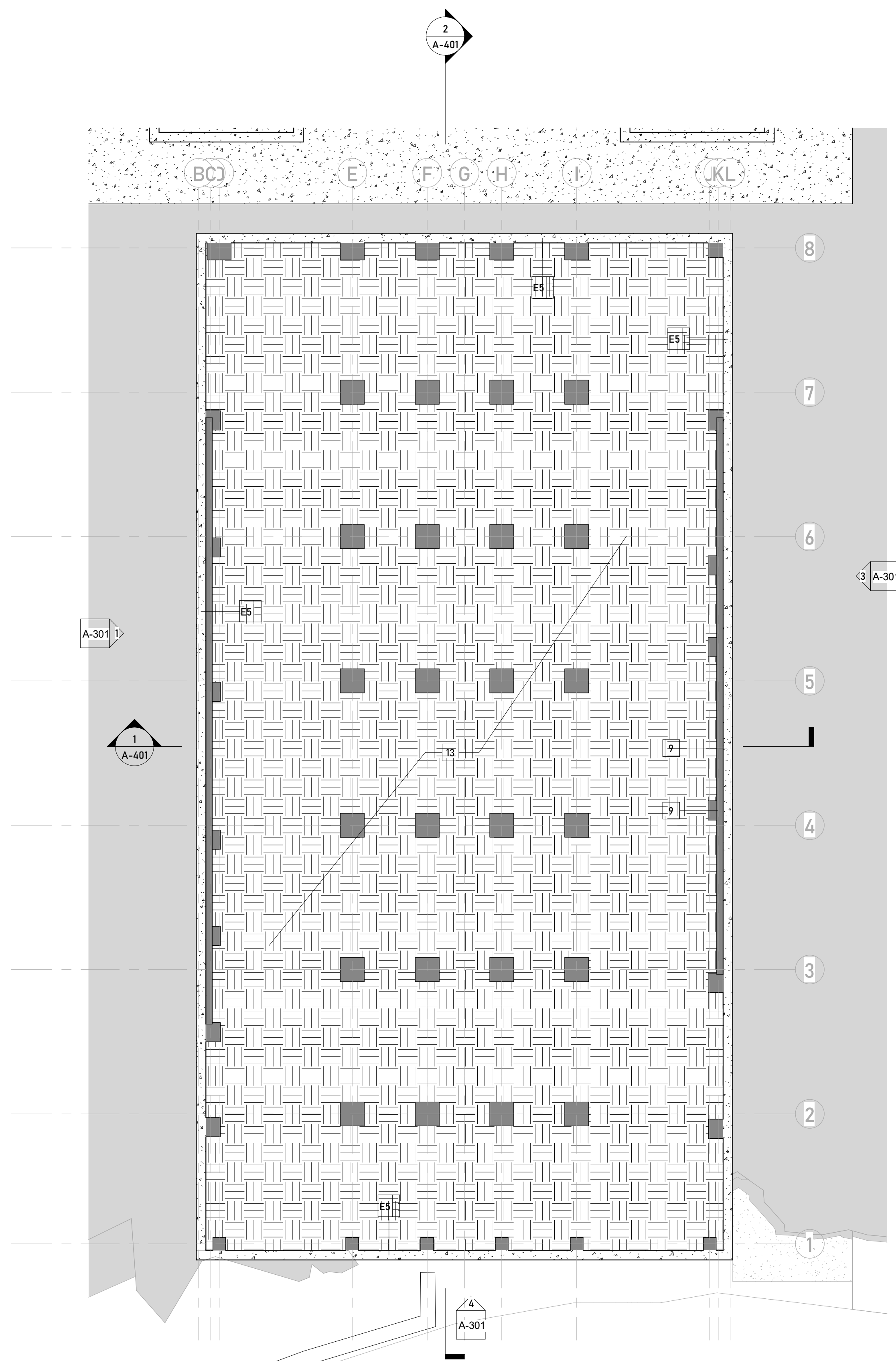
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PRINCIPAL IN | PROJ

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-001



- ### GENERAL KEY NOTES

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTIRCAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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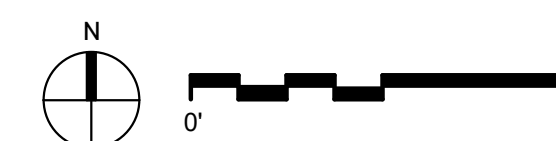
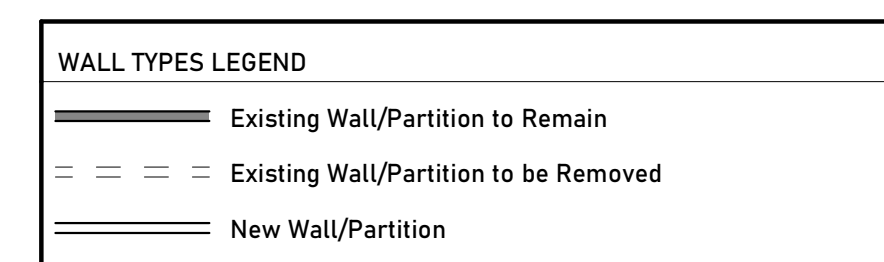
LEVEL 1 FLOOR PLAN -
OPTION 2 - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-101



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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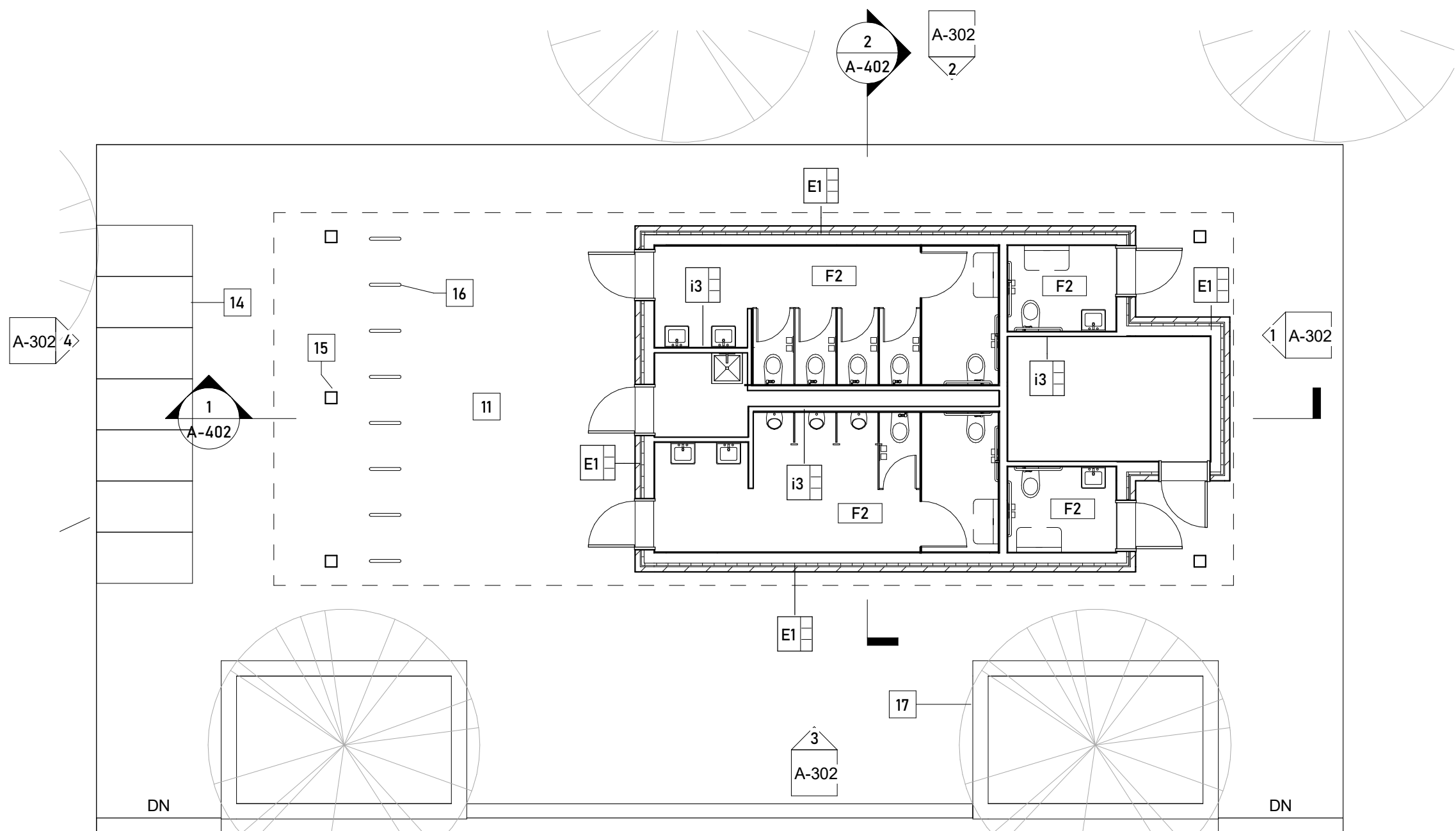
CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

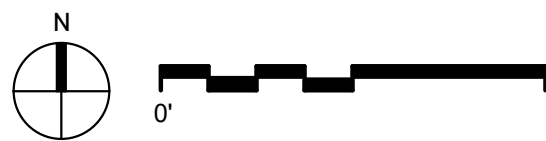
A-102

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
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20. EXISTING BEADBOARD CEILING. PAINT
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23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
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26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME



1 FIRST FLOOR - OPEN AIR - RESTROOM
1/8" = 1'-0"

WALL TYPES LEGEND	
	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
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29. HOLLOW METAL DOOR AND FRAME

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

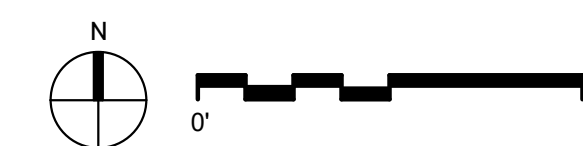
[illegible]

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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

A-106



2 ROOF
1/8" = 1'-0"

1 ROOF
1/8" = 1'-0"

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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LEVEL 1 RCP - OPEN
AIR DANCE HALL

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

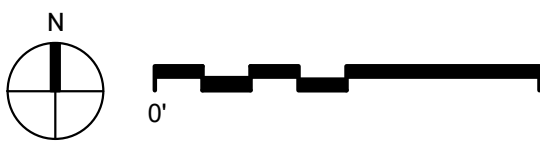
A-202

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
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18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCEMENT REQUIREMENTS. CLEAR SEAL FINISH
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20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
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27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

WALL TERMINATION LEGEND	
	Extend Wall to Underside of Structure
	Extend Wall to 4" Above Ceiling
	Wall to Underside of Ceiling

WALL TYPES LEGEND

	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition

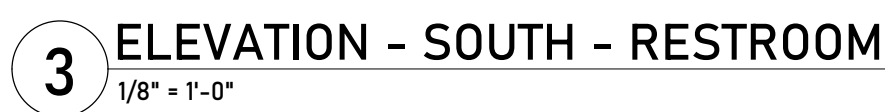


2 FIRST FLOOR RCP - OPTION 2- RESTROOM
1/8" = 1'-0"

1 FIRST FLOOR RCP - OPTION 2 - OPEN AIR
1/8" = 1'-0"



- A-301**



- HIAWATHA GARDENS
DANCE HALL**
- 10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829**

[illegible]

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**BUILDING EXTERIOR
ELEVATIONS -
RESTROOM**

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-302



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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BUILDING SECTIONS - OPEN AIR PAVILION

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

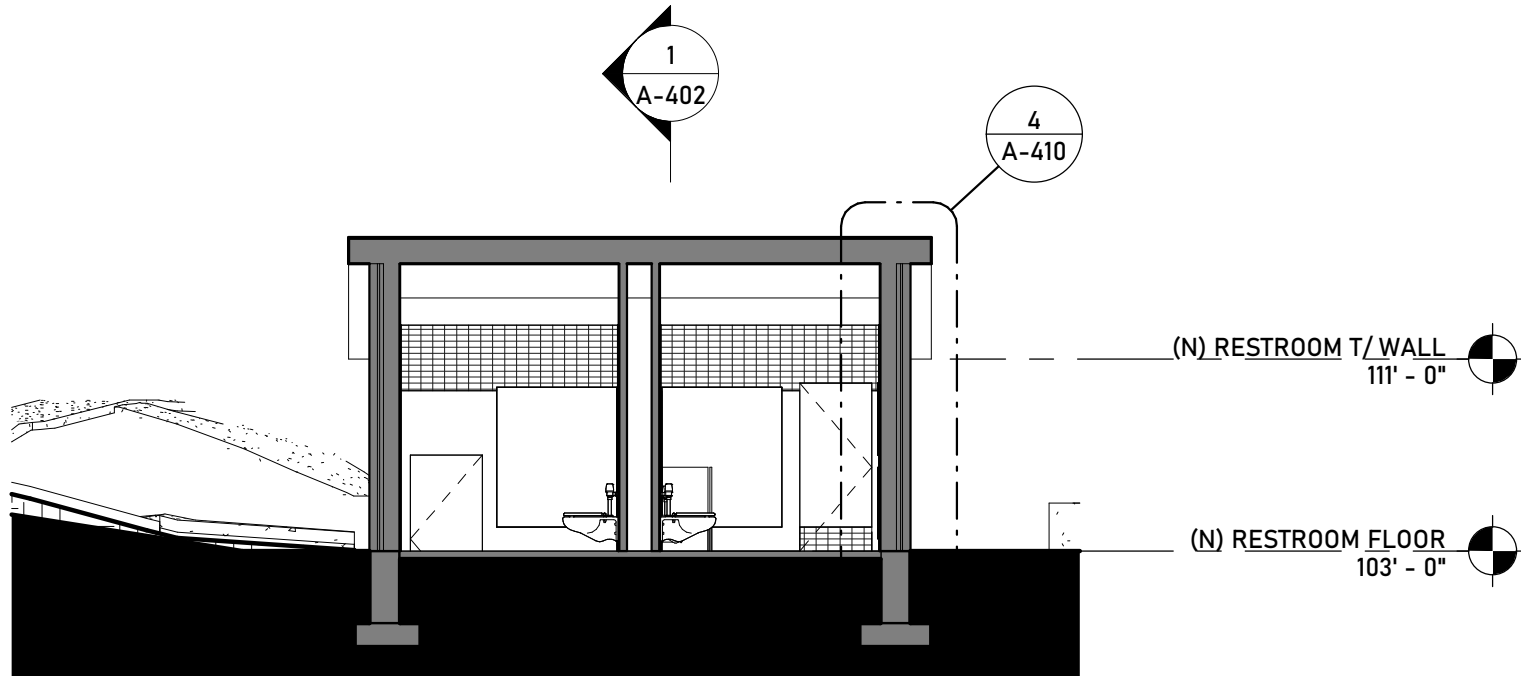
A-401



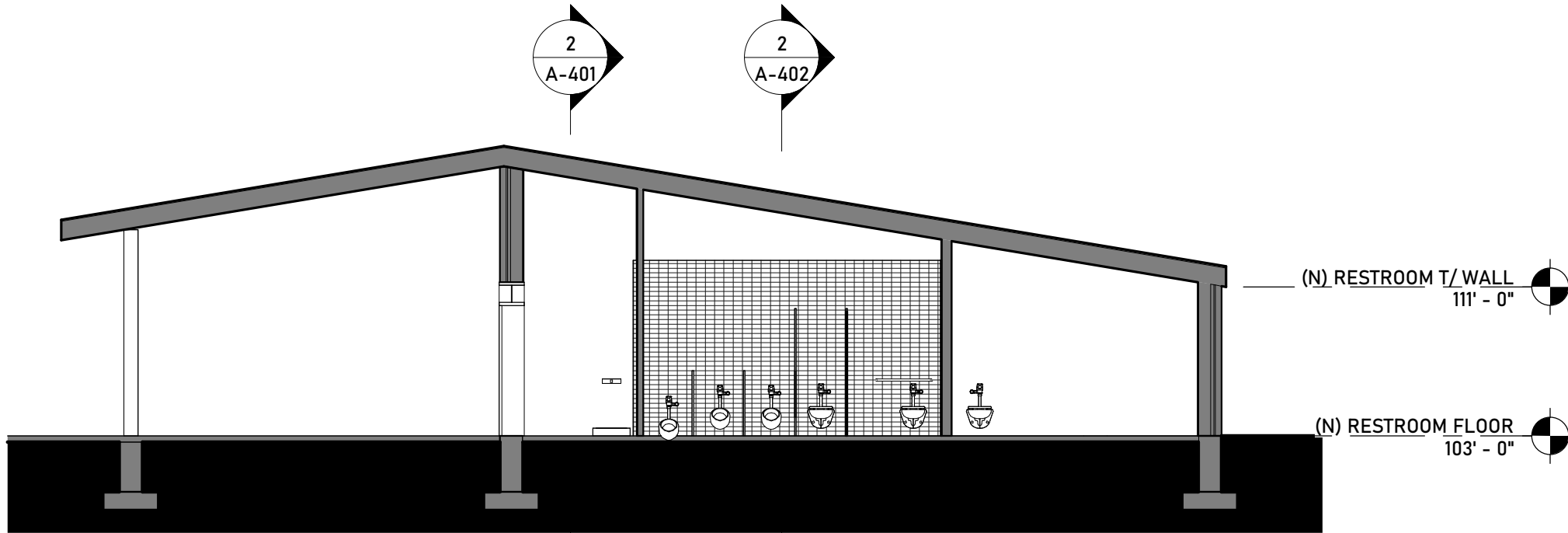
HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

Delta	Description	Date Issued



2 SECTION - N/S RESTROOM
1/8" = 1'-0"



1 SECTION - E/W RESTROOM
1/8" = 1'-0"

WORKSHOP
40
ARCHITECTS

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BUILDING SECTIONS -
RESTROOM STRUCTURE

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.
A-402



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
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28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

FLOCC
12" = 1'-0"

[illegible]

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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-410

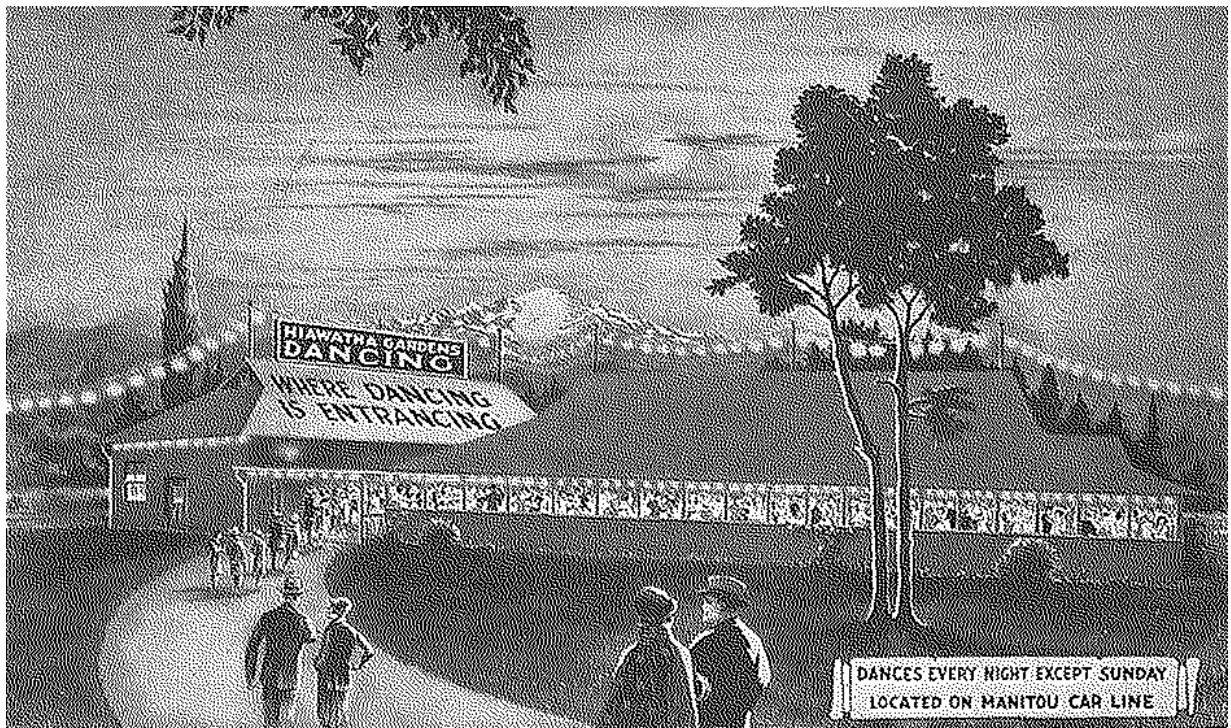
ATTACHMENT B

HIAWATHA GARDENS CONCEPT NARRATIVES

HIAWATHA GARDENS HISTORIC DANCE HALL AND MOBILITY HUB

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DESIGN NARRATIVE



PROJECT SUMMARY

OVERVIEW

The City of Manitou Springs has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way. This Concept Design package uses those documents as a launching point to explore two design options that work with the 100 year floodplain.

The general program for this project is below.

- Restore the historic dance hall structure and renovate into a community amenity.
- Create mobility hub support amenities for bus, car, bike, and pedestrian users.
- Add public plaza space to support community needs as well as the mobility hub

The primary design hurdle the project is needing to overcome is that the existing dance hall's finish floor is located approximately 2.1ft below the 100 year floodplain. While multiple solutions are available to resolve this, both the available funds and the existing building's structural integrity have ruled many out by the City.

The below two design options were selected by City Council to be explored to a Concept Design level and to have cost estimates provided to aid in the final decision making process. These are discussed in more detail in their respective sections.

OPTION 1 - ENCLOSED DANCE HALL - FLOOD PLAIN REMOVED

This option explores what it would take for the previous preferred enclosed dance hall design to be constructed with the 100 year floodplain restrictions. Due to flood loading of exterior walls and lack of ability for the existing structure to resist, a path that removed the building from the floodway was embarked upon. This resulted in a design that includes floodway improvements to Fountain Creek such as retaining walls, widening the floodway, and adding culverts below Old Man's Trail.

OPTION 2 - OPEN AIR DANCE HALL - FLOODPLAIN REMAINS

Due to the anticipated expense of Option 1 and other flood proofing strategies, turning the dance hall into an open air pavilion was desired to be explored. The idea being that lateral flood loading would be diminished with the dance hall's exterior walls removed.

Option 2 was selected by City Council during the 12/3/2024 work session.

BUILDING HISTORY

The following was researched by Echo Architects and provided to the City of Manitou Springs in their 2016 Evaluation and assessment of 10 Old Man's Trail. This is a summary history taken from the archives of the Colorado Springs Gazette Telegraph, site observations, and interviews.

1889: The original three story Southern building was built by F.L. Smith who operated it as a "Public Resort for Gentlemen". The reported construction cost was \$8,000.00.

1890-1920: At an unknown date Adolph Fehringer purchased the original building and built the building that currently sits on the South end of the site. (This building is referred to as 'Structure 1' throughout this report). This complex was used as a restaurant, beer garden, and theatre.

1911-1918: Vacant

1918: In 1918 the property was acquired by Hal Leddy, who operated the building as a Dance Hall. It is reported that all four sides of the ballroom were open to the air. It is assumed that this modification was made at this time. As part of the improvements he drilled a well, near the main entrance, which reportedly produced a "good flow" of mineral spring water.

08.19.1920: August 1920 there was fire that completely destroyed the original North Building. The fire only slightly damaged the South Building (Structure 1).

1920-1921: The current Northern Building was built (this is referred to as Structure '2' throughout the report). It is assumed that this is when the flat roofed connection between the two structures was constructed. During this era the Paul Whitman orchestra played, the Lawrence Welk Orchestra played, and Rudolph Valentino made his only personal appearance in America on his transcontinental dancing tour.

1941: Gene Worley becomes the owner.

1951: Howard Geib and Carl Hornburg purchase the building and continued to operate it as a dance hall. The September 30, 1951 GT article announcing this sale mentioned that the dance floor was mounted on cork to make dancing less tiring.

1952-1995: At an unknown date the complex was converted into a restaurant. Multiple flat roofed additions were installed around the perimeter of the original buildings during this phase. The latest restaurant to occupy the space during this era was "The House of Prime Rib"

1995—current: The El Paso Assessor's records show that the current owners, Mohammed and Laila Alami acquired the property July 26, 1995 for \$285,000.00. They have operated the Tajine Alami restaurant in the north part of the building since acquiring it. The dance hall (Structure 1) has not been in use since 1995.

2011: The property was recently listed for sale by Jerry Trent, Broker Associate with ReMax Properties. The Pikes Peak Association of Realtors web site lists the following information for this property:

Land area: 1.29 acres

Building area: 14,248 sf

Asking price: \$1.5 mil

2015: The Property was purchased by the City of Manitou Springs \$1,050,000.

EXISTING CONDITIONS - SITE

The Hiawatha Gardens site contains the historic dance hall structure, paved parking lot, EV charging stations, pay stations, bus stop, bike storage, bike rental, and portable toilets. The site is adjacent to Fountain creek, which is why the structure is located within a 100 year flood plain. The West and North edges of the site are landscaped which is intended to remain. The East and South edges of the site contain naturally occurring plants and trees.



VIEW FROM OLD MAN'S TRAIL BRIDGE



VIEW FROM EL PASO SHOWING EXISTING PERIMETER PLANTING



VIEW OF BUS STOP



VIEW LOOKING SOUTH WEST SHOWING PARKING LOT

EXISTING CONDITIONS - CREEK

The site and structure are located directly adjacent to Fountain Creek which is a floodway. The 100 year flood plain located on the project site is a result of this adjacency. The existing retaining walls along the creek show erosion at the water line and have the potential for sudden failure during a significant event.



EXISTING CONDITIONS - TRUSS

The existing queen trusses are a significant element of the buildings interior character.



EXISTING CONDITIONS - FOUDATION

The existing foundations consist of stone, concrete, and wood. Multiple areas do not have any foundation below in addition to other areas having wood in direct contact with soil. Wood beams, joists, and decking sit above.



OPTION 2 - OPEN AIR PAVILION



*TREES SHOWN SMALL FOR CLARITY

OPTION 2 - FLOODWAY



*TREES SHOWN SMALL FOR CLARITY

OPTION 2 - ACTIVITY ZONES



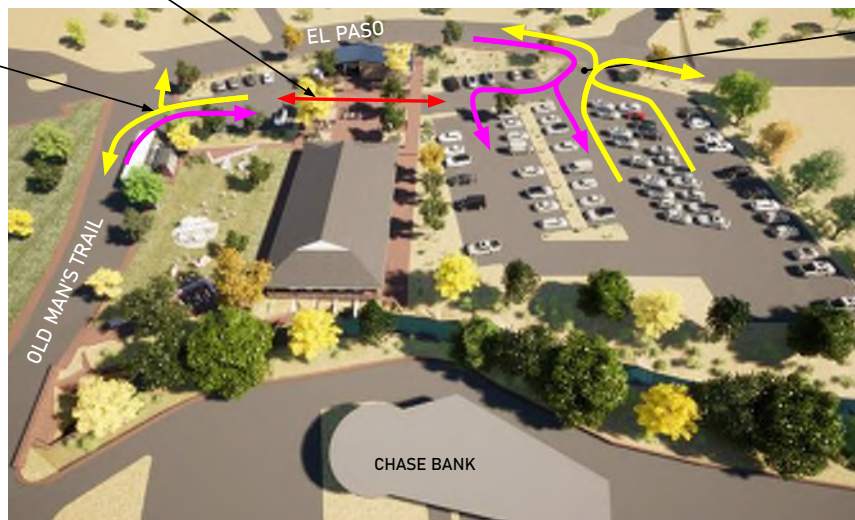
OPTION 2 - PLANTING ZONES



OPTION 2 - PLANTING ZONES

REMOVABLE BOLLARD
PROTECTED DRIVE
AISLE THROUGH PLAZA

EV CHARGING AND
RESERVED PARKING



MAIN PARKING LOT
ENTRANCE

PLAZA LIGHTING

SHADE TREE PLANTER

REMOVABLE BOLLARD

PROTECTED DRIVE
AISLE



OPTION 2 - ACCESS



OPTION 2 - INTERIOR

REFINISHED AND
REINFORCED EXISTING
TRUSSES AND CEILING



CRAWL SPACE LIKELY
TO BE INFILLED.
NEW MANITOU RED
CONCRETE FLOOR

REINFORCED COLUMN
HEAD AND SILL WITH
NEW FOUNDATION
WALLS ANTICIPATED

Hiawatha Gardens - Concept Engineering Recommendations

October 24, 2024

City of Manitou Springs

606 Manitou Avenue

Manitou Springs, Colorado 80829

Introduction

The concept engineering recommendations presented in this report are for the existing Hiawatha Gardens site located at 10 Old Mans Trail in the City of Manitou Springs. The existing site is situated on the north side of Fountain Creek adjacent to Memorial Park. The site contains the existing historic dance hall, and an asphalt paved parking lot.

The purpose of the concept engineering recommendations presented is to review existing and proposed infrastructure options to accommodate a concept level understanding of what options the City of Manitou will have to improve the Hiawatha Gardens site for their vision as a community center and mobility hub for the people of Manitou Springs. These recommendations will also assist with future detailed design and construction drawings following approval of a recommendation in this report. Previously, several concept level recommendations were presented and reviewed by City Council during a City Council meeting dated June 11, 2024. This meeting was intended to give City Council an overview of the possibilities for the overall site. City Council has requested further information about two (2) specific options prior to making a final decision.

~~**Option 2** is for the 100-year floodplain to be effectively removed from the existing Hiawatha Gardens Dance Hall building extents. This option requires improvements to increase the flood capacity within the Fountain Creek corridor and crossing under Old Mans Trail.~~

Option 4 is for the 100-year floodplain to remain as is, meaning that the Dance Hall will remain within a FEMA Zone AE Floodplain with Floodway. The existing Hiawatha Gardens Dance Hall will become an open-air pavilion (remaining within the floodplain) with additional improvements to the site, such as restroom facilities and storage to be placed outside of the floodplain north of the existing dance hall.

This report explores more specifically the floodplain channel improvements and ecological impacts on a conceptual level for option 2 and site drainage and grading for both options to work. GIS LiDAR contour data is being used for conceptual level recommendations.

Referred to as Option 2: Open Air Pavilion in Exhibit C



Floodplain Channel Improvements (Option 2)

Improvements to the adjacent stream are a major aspect of the proposed project to be considered for if the building should remain in the floodplain or be removed entirely. Because the building has historical significance and is being preserved, the proposed improvements in option 2 are to include measures to decrease Base Flood Elevations (BFEs) on the property with the intent to remove the historic building from the floodplain or lower the depth of flooding. In the case of removal from the floodplain, this would have the benefit of removing the requirement to pay flood insurance (though it would still be beneficial to pay at a reduced rate due to the proximity of the channel). If reduction of the floodplain elevation is all that is achievable, it will make protecting the building from flooding easier and make the flooding less damaging to the historic structure by reducing the depths and forces of the flood waters pushing on the building walls.

To achieve the necessary reduction in Base Flood Elevations (BFEs) and contain the 100-year flood flows within the adjacent channel, improvements to both the adjacent channel and existing culvert at Old Man's Trail will be required. The existing Fountain Creek corridor width will need to be increased to 50 to 80 feet wide. This can be achieved by grading to the south into the existing City owned parcel, currently an out of service Chase Bank. Retaining walls can be utilized as needed to minimize the footprint of disturbance. In addition, the capacity of the culvert at Old Mans Trail will need to be increased to pass the full 100-year flow to avoid flooding of the building due to sheet flow from Old Mans Trail being overtopped. The increased capacity could be achieved by raising the profile of Old Mans Trail and grading a floodplain bench on the north side of the channel west of Old Mans Trail. Additional culverts could then be placed within the expanded floodplain bench to pass flood flows. Potential channel improvements include in-stream drop structures such as sculpted concrete (see example, Figure 1) or boulder cross vanes and bank stabilization such as riprap, soil lifts, and revegetation. These measures provide added stability within the creek and limit future erosion to protect culverts, trails, retaining walls, and other infrastructure near the creek corridor.



Figure 1 Example Sculpted Concrete Structure

These improvements in the concept for option 2 have the added benefit of allowing potential pedestrian access to the creek and provide additional space within the corridor for a pedestrian trail along Fountain Creek with access to Memorial Park.

A conceptual design layout showing improved corridor retaining walls, culverts, and trails is included as Attachment 1 of this report. The proposed layout is based on the best available GIS LiDAR for the area. GIS LiDAR is known to be inaccurate within streams and areas of heavy vegetation, so some assumptions had to be made regarding retaining walls and channel improvements. Topographic ground survey within the channel will be required to verify the proposed design layout and produce construction drawings if this alternative is selected.

Floodplain Development Permitting in association with Fountain Creek Channel Improvements:

Fountain Creek through Manitou Springs is a mapped FEMA Zone AE floodplain, meaning there are regulatory floodplain and floodway delineations of Fountain Creek as well as BFEs. Construction within the floodplain and floodway limits of Fountain Creek are regulated in collaboration with FEMA, Colorado Water Conservation Board (CWCB), and the Pikes Peak Regional Building Department (PPRBD). Construction activity will require the project to obtain a Floodplain Development Permit (FDP) through the PPRBD. An FDP can be obtained through a no-rise certification, requiring modeling and documentation that show the improvements within the channel do not cause a rise over the proposed BFEs, or through a CLOMR if the proposed project will cause an increase in BFE. Regardless of permitting path, it will be in the best interest of the City of Manitou Springs to complete a LOMR following completion of construction. Upon final acceptance, the LOMR will update the regulatory floodplain, floodway, and BFEs based on the

~~constructed improvements. This step, although not always required, is recommended to remove the Hiawatha Dance Hall building from the regulatory floodplain limits.~~

Ecological Characterization Study

As part of the major development plan being proposed at Hiawatha Gardens, an Ecological Characterization Study was conducted per Manitou Springs Code of Ordinance 18.03.10.5 to document the natural features of the project area, evaluate wildlife use and potential movement corridors, identify prominent views, record patterns of native and non-native vegetation, and locate any wetlands or other notable water bodies. For this assessment, Matrix conducted a desktop analysis for known federal threatened and endangered species, critical habitats, potential presence of State Species of Greatest Conservation Need (SGCN), potential presence of migratory birds protected by the Migratory Bird Treaty Act (MBTA), and wetlands and waterways defined by the National Wetland Inventory (NWI) and National Hydrography Dataset (NHD). Additionally, Matrix staff conducted on-site inventories of native and non-native vegetation and a wetland delineation to confirm the presence or absence of wetlands on site. The full report can be found as an additional document provided by Matrix to help back this report called: Matrix Ecological Report Hiawatha Gardens, dated October 24, 2024.

The findings of this study identified design opportunities to protect vegetation in the project area to maintain habitat corridors, provide shade and aesthetic value to the property, and protect key characteristics such as views of Pike's Peak, the Manitou Incline, and access to Fountain Creek that add unique value to the project area. Based on the desktop analyses and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Future design and construction planning should consider the species and characteristics of the project area discussed in more detail below:

- The project area is located within a critical habitat designation for Mexican spotted owls (*Strix occidentalis lucida*); however, no adverse impacts are anticipated.
- Black bear (*Ursus americanus*)- and mountain lion (*Puma concolor*)-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by Colorado Parks and Wildlife (CPW).
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project.
- Due to the possible presence of the proposed endangered tricolored bat (*Perimyotis subflavus*) and the three identified migratory birds listed as Birds of Conservation Concern, broad-tailed hummingbird (*Selasphorus platycercus*), evening grosbeak (*Coccothraustes vespertinus*), and Lewis's woodpecker (*Melanerpes lewis*), trees should only be removed or thinned between October 15th and December 15th to prevent any "take" of those species or their habitats.



- This period for vegetation removal and thinning is also beneficial for the other bat species identified in the report.
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used for roosting during migration, mating, and pup-rearing periods. The project will require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion from USFWS; and
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

Site Drainage and Grading Improvements (Options 2 and 4)

For site drainage and grading, Matrix investigated how the site could be constructed on a conceptual level in such a way to accommodate either of the two (2) options presented to City Council without impacting the floodplain. The grading shown in the exhibit below for the site can be used in either option with the adjustments to the grading being along Fountain Creek for either option. The conceptual grading is intended to drain around both sides of the existing Hiawatha Dance Hall building utilizing rain gardens and permeable pavers before conveying into Fountain Creek. The concept site grading and drainage is also looking at balancing the site to not raise the existing Base Flood Elevation (BFE). The exhibit included in Attachment 3 of this report shows conceptually how the site can be graded to use these features effectively while maintaining the floodplain base flood elevations in either option. The exhibit shows the proposed floodplain channel improvements for option two (2) but can be implemented in either option by tying into existing grades along Fountain Creek for Option four (4).

The proposed Hiawatha Gardens grading improvements proposed are anticipated to disturb more than one acre; however, the proposed site improvements fall under the redevelopment classification discussed in Chapter 3, Section 6.4.2 of the Drainage Criteria Manual. This classification does not require provision of full spectrum detention if the downstream infrastructure has capacity for the site's storm water runoff. Because the site is adjacent to the stream, the storm water runoff discharge from the site will generally enter Fountain Creek prior to it reaching its peak flow, and, therefore, the downstream infrastructure is more than adequate to handle the site runoff after the proposed improvements have been constructed for either option. Further, we anticipate the proposed improvements for the site to increase the amount of green space and available infiltrative capacity for the site, thereby improving the site drainage conditions over the existing condition.

Treatment of the water quality event (80% Probability Event) is also required by the Drainage Criteria Manual for runoff from proposed site improvements (i.e., pavement and sidewalk). Typically, this is achieved by discharging the water quality control volume of over 40 hours via a steel flow control plate on the detention facility's outlet structure. For the proposed site drainage and grading improvements Matrix is proposing bioswales and permeable pavers to achieve this requirement.



The options considered are surface or below grade water quality and runoff reduction via bioswales and/or vegetated buffer spaces. There is also the potential for use of pervious paver systems in the proposed pedestrian spaces, so they are included as an option. It is anticipated that the final design will include multiple different treatment types depending on their viability for different portions of the proposed improvements.

Bioretention and Vegetated Buffer Spaces:

Bioretention: The other use of vegetated spaces is for bioswales. The Drainage Criteria Manual describes this type of water quality treatment as “depressed landscaping areas designed to capture and filter or infiltrate the water quality capture volume” (WQCV). The concept for the site utilizes vegetated spaces or islands within the parking lot to provide treatment volume for the water quality event. This, in combination with the vegetated buffers, is the preferred choice for water quality treatment on the site because the bioretention areas can double as an amenity, providing the site with pleasant planting areas which beautify the site. For this concept, all impervious areas east of the dance hall, including the eastern half of the building (1.15 acres), will receive water quality treatment via bioretention and vegetated buffer spaces. The rain garden and landscape areas shown on the included exhibit will provide the necessary area and volume to provide water quality treatment for the tributary area. Below is an image of a typical bioswale courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

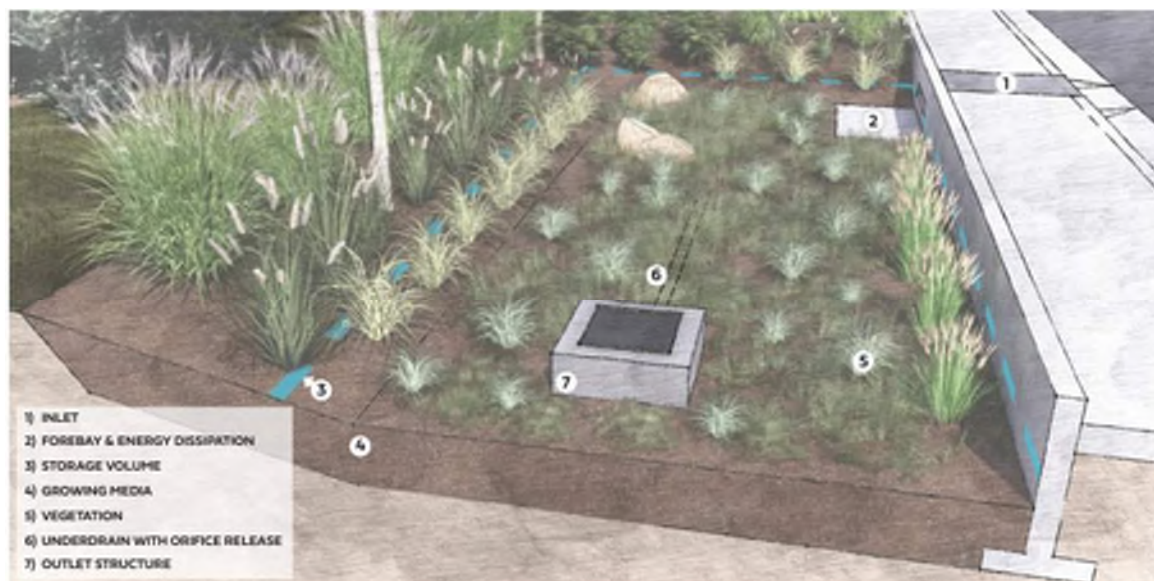


Figure 2 – Bioretention concept (Mile High Flood District)

Permeable Pavers:

Permeable pavers are an option to increase the permeability of paved areas while keeping the pavement typically for pedestrian use. Additionally, water quality storage areas in the crushed stone area below the pavers can be used to provide water quality treatment for the tributary area. This option might benefit the pedestrian area on the west side of the dance hall and serve as a means to provide water quality for that area while maximizing the available space for pedestrian use. With this proposed concept, the site will utilize permeable pavers for water quality on the west side of the building by grading a portion of the north parking lot to flow through the permeable paver area. A minimum footprint of 2,500 square feet will be necessary to provide water quality treatment for the western portion of the site. The area tributary to the permeable pavers is expected to be approximately 0.54 acres. Below is an image of a typical permeable paver section courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

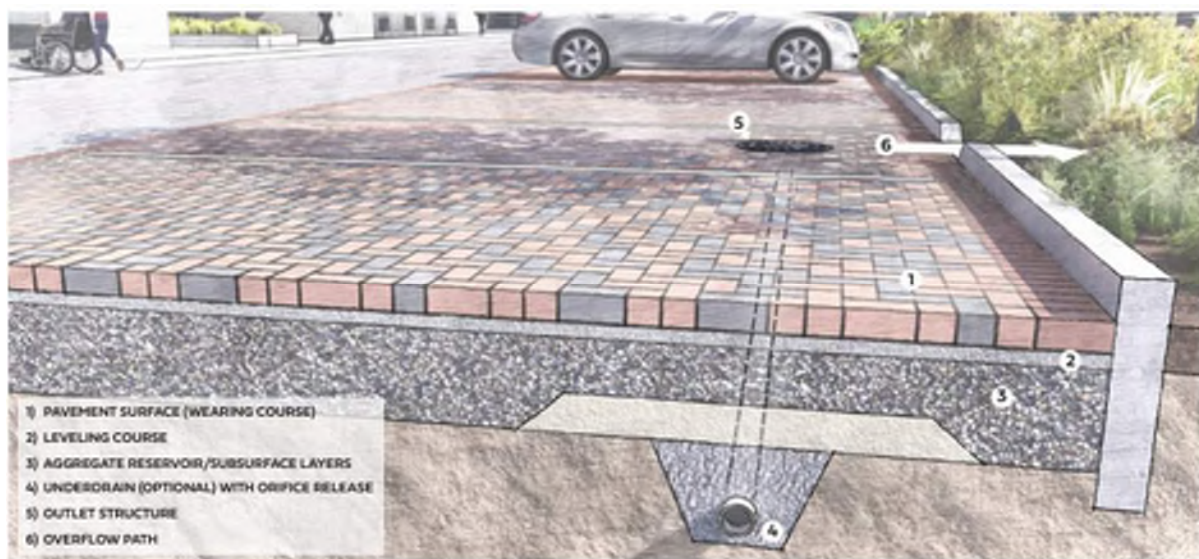


Figure 3 – Typical Permeable Paver Section (Mile High Flood District)

Appendices

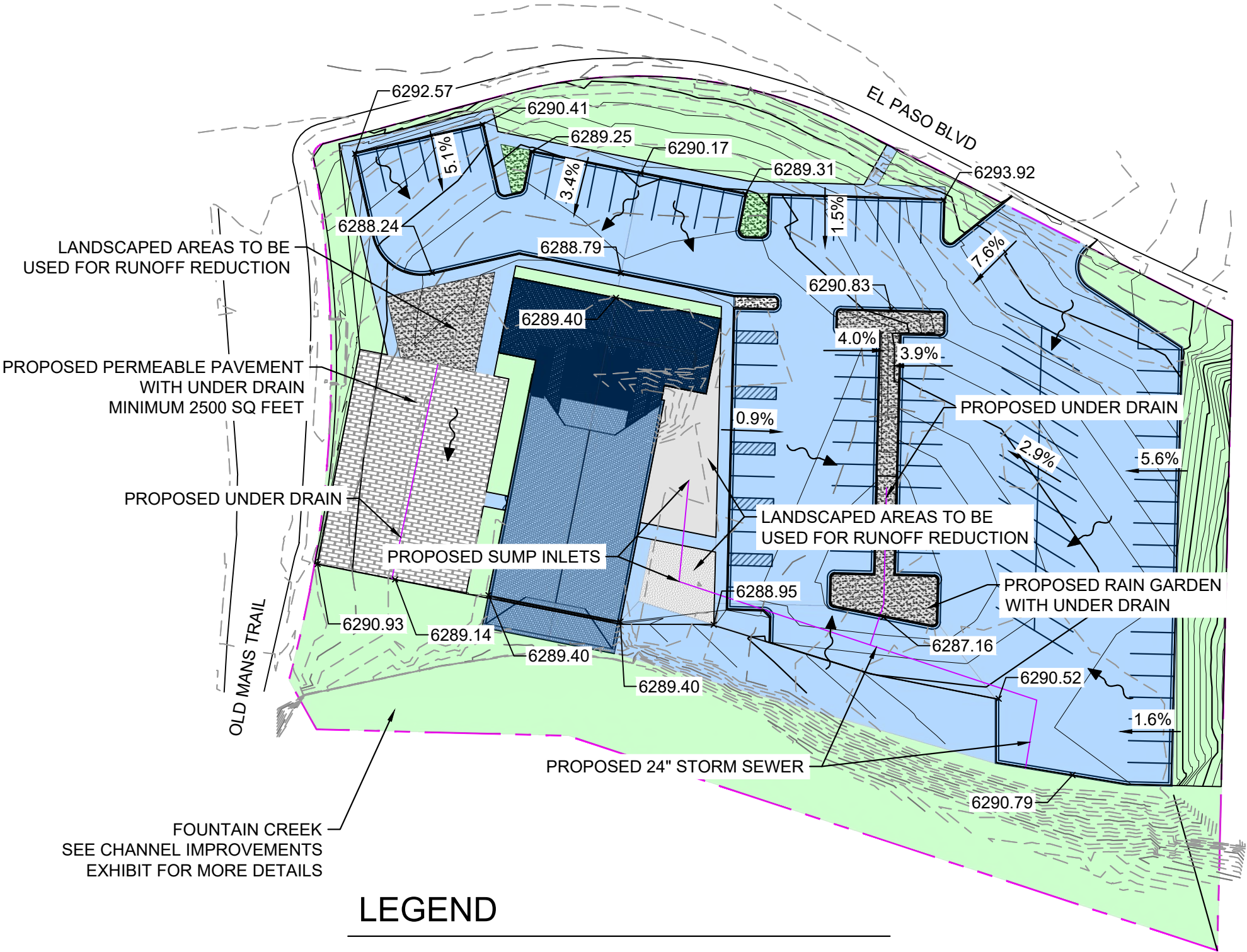
1. ~~Floodplain Channel Improvements Exhibits~~
2. ~~Floodplain Channel Improvements Renderings~~
3. Site Drainage & Grading Improvements

Not provided as does not include information regarding the option selected by City Council on 12/3/2025

Site Drainage & Grading Improvements



PRELIMINARY
NOT FOR CONSTRUCTION



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

LEGEND

- PROPERTY BOUNDARY LINE
- IMPERVIOUS AREA
- PERVIOUS AREA
- PERVIOUS PAVEMENT
- WATER QUALITY TREATMENT AREAS

HIAWATHA GARDENS

Matrix
Excellence by Design

2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
Contact:
Phone (719) 575-0100 | Fax (719) 575-0208

SITE PLAN WITHOUT
CHANNEL IMPROVEMENTS

HIAWATHA GARDENS RENOVATIONS AND ADDITIONS

STRUCTURAL DESIGN NARRATIVE

OVERVIEW

The project focuses on the renovation and partial restoration of the Hiawatha Gardens dance hall pavilion constructed in the early 1900's. We have been asked to provide conceptual level structural consulting services relative to two Options. ~~Option 1 consists of developing an enclosed pavilion with an addition, and implementing measures to divert any flood waters from the adjacent creek from the site.~~ Option 2, consists of developing an open pavilion, without walls, and allowing access of the flood waters of the nearby creek to partially flow over the footprint of the pavilion. Option 2 also includes a new small stand-alone building located on the north end of the site out of the flood waters. Please refer to the Architectural Narrative and drawings for more detailed information on the design concepts for the two Options.

For each option, the structural scope of review includes a preliminary assessment of the gravity and lateral load resisting elements and systems of the Pavilion and providing conceptual design recommendations for improvements to allow the building to continue to serve in the intended capacity safely under current building codes. For each option, we also will provide a conceptual design narrative of structural systems for the new addition and stand-alone building.

Our concept design is based on two observations of the structure, review of the materials made available to us by the City of Manitou Springs, and our experience with other similar structures. The building appears to have been subject to a number of modifications over the years, most involving adding and removing one-story building additions abutting the original pavilion building. The original construction drawings for the pavilion were not available.

In its current state, there is a crawl-space under the ground level wood framed floor system, without a perimeter foundation wall in most places. Masonry piers are located at the perimeter and interior supporting wood girder lines. There is a partial stone foundation stem wall at the north end of the pavilion. The upper part (ridge with gable ends) of the roof is framed with pre-engineered wood trusses, based on documentation that was made available to us. These upper trusses span to beams that load the first interior panel points of the queen trusses. The primary roof framing in the short axis of the building (East-West) consists of queen trusses at approximately 16' on center clear spanning the width of the building supported on round or square timber posts at each end. The truss posts appear to be situated on wood piles driven into the earth. The truss chords and compression web elements are made up of 5 ply 2x10 (1 ½ x 9 ¼) wood members. The tension web elements are 1.25" diameter steel rods. The perimeter bay of roof framing, on each side, consists of 2x8 rafters at 24" o.c. spanning from a beam located atop the first panel point of each queen truss to a wood beam and post perimeter bearing framing line. This perimeter roof bearing wall assembly is independent of the trusses. The intermittent perimeter bearing line posts are supported by wood girders in the crawl space. The original pavilion building is approximately 19,000 SF.

October 24, 2024

City of Manitou Springs, Colorado

Key issues identified in our review for both options include, an incomplete competent foundation system, the general lack of a main lateral force resisting system to resist wind and seismic loadings, and the limited capacity of existing wood framing members to resist current prescribed gravity loads.

This conceptual structural narrative has been prepared to give the City, Consultants and Contractors a general overview of the structural scope for this project.

DESIGN STANDARDS, LOAD CRITERIA AND MATERIALS

Design Standards

- 2021 International Building Code (IBC), Local Amendments per PPRBD
- 2021 International Existing Building Code (IEBC)
- ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ACI 318-19 Building Code Requirements for Structural Concrete
- ANSI/AISC 360-16 Specification for Structural Steel Buildings
- AWC National Design Specification (NDS) 2018
- AWC Special Design Provisions for Wind and Seismic (SDPWS) 2021
- TMS 402/602-16 Building Code Requirements and Specification for Masonry Structures

Load Criteria

- Risk Category III (Assembly)
- Office space: 50 psf
- Restrooms: 60 psf
- Corridors, Stairs, Public Spaces: 100 psf
- Ground snow load: 43 psf
- Flat Snow: 30 psf (plus drifting), $I_s = 1.1$, Thermal Factor Unheated Stru. = 1.2
- Wind: Vult = 135 mph (3-second gust), Exposure C
- Seismic: ($S_s = 0.185$, $S_1 = 0.059$) Seismic Design Category C, $I_e = 1.25$

Material Strengths (Concrete)

- Normal-weight with $\frac{3}{4}$ " maximum aggregate and Type IL cement assumed
- Footings: $f'_c = 3,000$ psi, $w/c = 0.52$
- Foundation stem walls and pilasters: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Pavilion slabs on grade: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Reinforcing steel: ASTM A615 Grade 60

Material Strengths (Masonry)

- Structural Concrete Masonry Units (CMU) shall be standard, lightweight, 8-inch or 12-inch (nominal) x 8-inch x 16-inch concrete units and shall conform to ASTM C90.
- Type S mortar, typical

- Minimum compressive strength of all masonry wall prism assemblies (f'm) shall be 2,000 psi based on net bedded area.
- Reinforcing steel: ASTM A615 Grade 60
- Strength testing of assembled prisms is required.

Material Strengths (Steel)

- Wide flange shapes: ASTM A992, 50 ksi yield
- Plates, channels, and angles: ASTM A36, 36 ksi yield
- Hollow structural section (HSS) Shapes: ASTM A500 Grade C, 50 ksi yield
- Framed beam connections shall be bearing type w/ snug tight ASTM F3125 bolts
- Anchor rods: ASTM F1554 Grade 36
- Welding electrodes: E70XX

Material Strengths (Wood)

- Dimensional Lumber, S4S Douglas Fir-Larch No. 2 and Better
- Solid Timber Beams and Posts Douglas Fir-Larch No. 1 and Better
- Plywood and OSB Sheathing APA Rated. Roof Sheathing, 15/32", APA 32/16 Nailed. Wall Sheathing: 7/16", APA 24/16 Structural 1 Panel, Blocked and Nailed.
- Performance design specified Light-Metal-Plate-Connected Wood Trusses
- Reference material used for existing framing Hem-Fir, No. 1 or better, 2" and wider

Geotechnical Information

- Geotechnical Engineering Report for Hiawatha Gardens Additions, April 27, 2023, by Granite Engineering Group, GEG Project No. 222-157

~~Option 1 – Enclosed Building with Addition.~~

~~See the Architect's report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.~~

~~Foundation System Pavilion~~

- ~~• The existing pavilion building currently is lacking a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 18" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, install a new 10" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. In~~

October 24, 2024

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this option, the existing framed floor perimeter girder will be removed. The floor joists will rest on a treated wood nailer, sitting (bolted) to a 4" wide ledge on the inside of the stem wall. See Detail 1/S501.

- See below regarding new footings and pilasters associated with queen truss columns and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- The majority of the existing floor framing consists of 2x10 joists at 16" o.c. spanning east-west, supported on 5 1/4 x 10 wood girders set approximately 10.5' apart. There are typically 5 joist bays across the width of the building, with variations in spacing. Locally some joist spans may exceed our 10.5' design basis, these may need further review in the upcoming phases. The girders span to 16" x 16" masonry piers at approximately 13' o.c. Seated on the joists are two layers of 3/4" thick x 5" wide wood decking, the top one oriented perpendicular to the joists, the bottom layer at a 45 degree angle to the joists. Note, that this is a general description of the typical system in the majority of the floor area observed. There are 12 to 16 areas where anomalies occur, including compromised members, added wood support posts, sistered members, make-shift added girder lines, etc. The budget should include an allowance for review and repair of the wood framed floor system.

Our calculations indicate that the existing girders are not capable of supporting the 100 psf live load required for an assembly usage. The remaining members appear to have adequate capacity in their current configuration, subject to a more thorough review of the condition of all of the existing wood members in the next phase of the project. We recommend adding a line of girder framing mid-way between each of the existing girder lines (5 new lines). This may consist of new W10 x 22 steel beams, supported on new HSS4x4x1/4 posts and concrete footings at 16' o.c. max. The pad footings will be 3' x 3' x 12" thick with 4-#4 bars, each way, bottom.

Gravity Load Resisting Framing Improvements Pavilion

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof rafter supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of

the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W14x53 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and an 8' x 8' x 18" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See the roof plan notes and Detail 3/S501.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S501.

New Building Addition

- The perimeter foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- At column locations pad footings will be used, ranging in size from 4' x 4' x 12" to 10' x 10' x 24", depending on the final framing configuration.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The primary structural system will be steel framed with beams and posts (estimate 10 psf), supporting pre-engineered wood trusses at 24" o.c. with plywood sheathing. Lateral load resistance will be provided using a combination of interior and exterior plywood sheathed 2x6 wood stud walls, with the studs spaced at 16" o.c.. Account for a minimum of five 12' long sections in each direction, uniformly distributed throughout the floor plan.

October 24, 2024

City of Manitou Springs, Colorado

Flood Mitigation Measures

- Flood mitigation measures will include the addition of culverts parallel to the creek under Old Man's Trail road to allow flood water to remain in the creek bed. In addition, concrete retaining walls will be added on each side of the creek to contain flood waters within the creek bed and off the building site.
- The southern-most bay of the pavilion will be removed in this option.
- We understand that three 10'x10' culverts are recommended. The culverts will support Old Mans Trail. They will have 16" to 20" thick walls typical, and will support a retaining wall above at each end to maintain the roadway base. There will be a scour skirt on the leading edge. See the Civil and Architectural site plans for additional information. See Details 2/S504 and 4 /S504.
- Retaining walls will vary in height, with the south creek wall having an expected height of 16' tall, and the north creek walls varying in height from 8' to 10' depending on their location. See the Civil and Architectural site plans for additional information. See Details 1/S504 and 3/S504 for example retaining wall sections indicating dimensions based on the height of the earth retained.
- The provided details are conceptual in nature only, they are provided to illustrate the general arrangement of reinforcement and wall geometry relative to the height of retained earth. They are not intended for final construction coordination or detailed quantity estimates.

Option 2 – Open Building with Separate Addition.

See the Architects report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.

Foundation System Pavilion

- The existing pavilion building lacks a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing Install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 1/S502.
- See below regarding new footings and pilasters associated with queen truss column and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- To mitigate the impact of flood waters flowing over the building foot print, we recommend the removal the existing wood framed floor system, in-filling the crawl space with compacted structural fill or flow-fill, and installing a 5" thick mildly reinforced concrete slab-on-grade, reinforced with #4 bars at 16" o.c. each way at mid-depth. See Detail 1/S502.

Gravity Load Resisting Framing Improvements

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof purlin supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W12x45 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and a 7' x 7' x 16" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See plan notes and Detail 3/S502.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S502.

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New Stand Alone Building (Lavatories and Storage)

- The foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, Install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The exterior walls will be load-bearing 8" CMU with #5 vertical bars at 32" o.c. and horizontal joint reinforcing at 16" o.c.
- The roof will be framed with TGI roof joists at 16" o.c., with plywood roof decking.

REFERENCE ATTACHED DRAWINGS**Overview**

To help support and expand on the narrative, a partial layout of structure at a representative area at the floor/foundation and roof levels is included in the attached drawings.

Drawing list:

- S101 – Partial First Floor/Foundation Plan and Partial Roof Plan
- S501, S502, S503 and S504 – Detail Sheets

Please contact JVA, Inc. with questions about this concept structural narrative.

Katharine C. Athens, P.E., S.E., Sr. Project Engineer

Paul J. Hause, P.E., Principal

1675 Larimer Street, Suite 550

Denver, CO 80202

END OF NARRATIVE

REVISIONS	NO.	DATE	DESCRIPTION
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DESIGNED BY:	PJHKCA
DRAWN BY:	KCA
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JOB #:	241044.STR
DATE:	10/24/24
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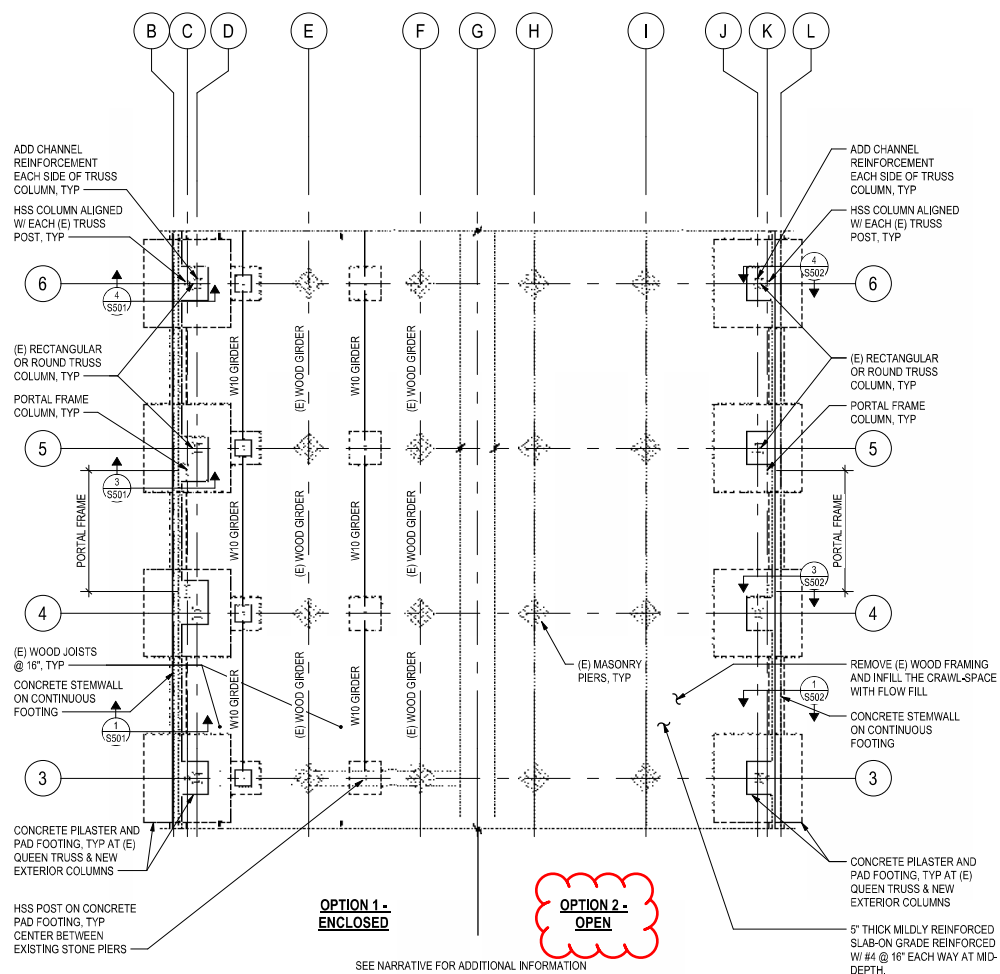
HIAWATHA GARDENS DANCE HALL
 10 OLD MAN'S TRAIL
 MANITOU SPRINGS, CO 80829

CONCEPTUAL FRAMING PLANS

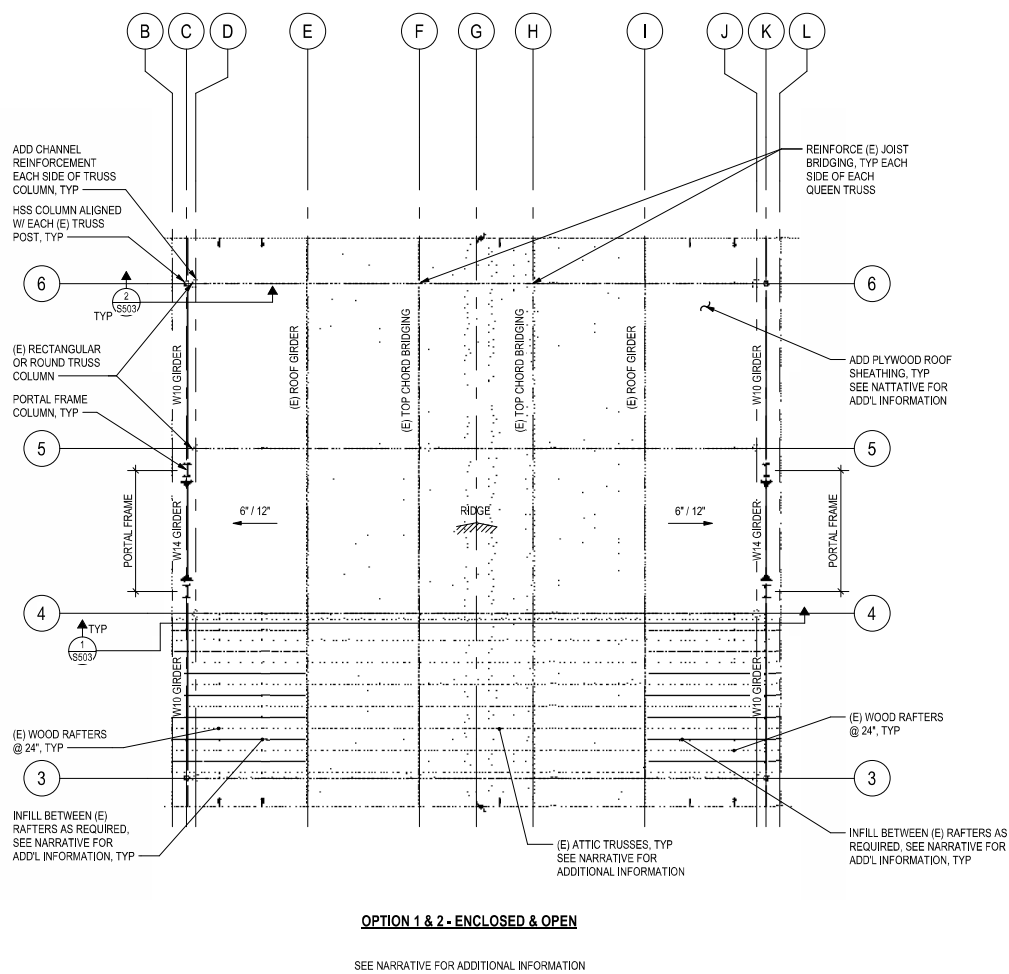
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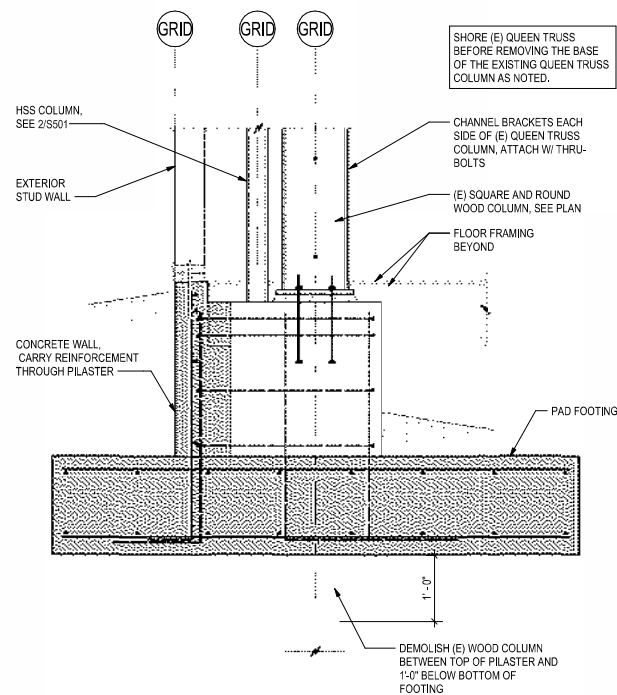
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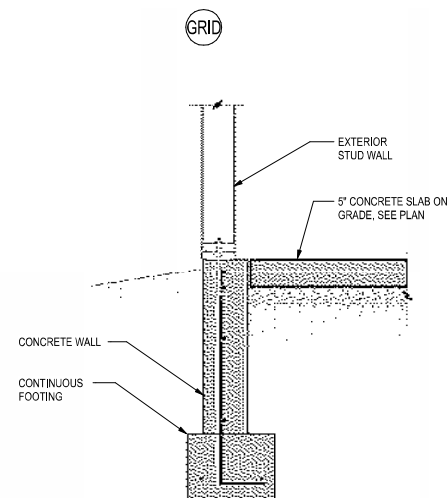

 PARTIAL FIRST FLOOR/FOUNDATION PLAN
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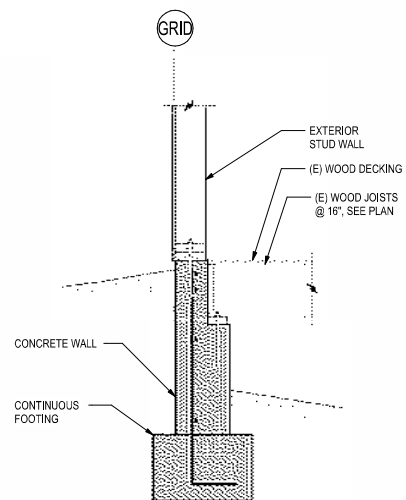

 PARTIAL ROOF FRAMING PLAN
 1/8" = 1'-0"
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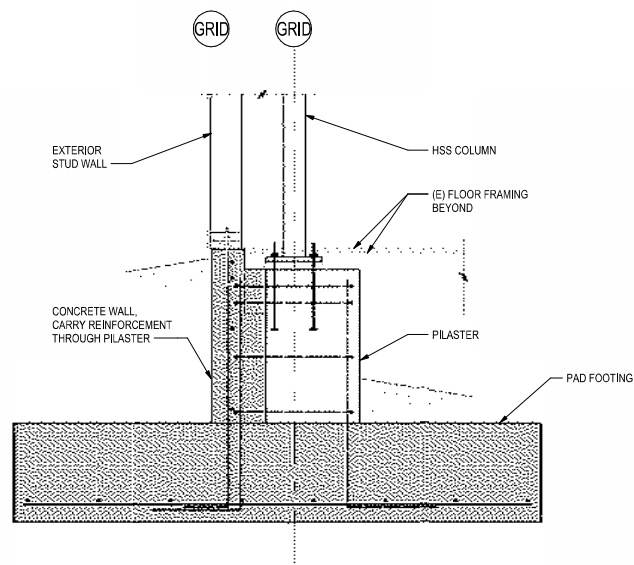
4 TRUSS COLUMN - ENCLOSED
S501 NO SCALE



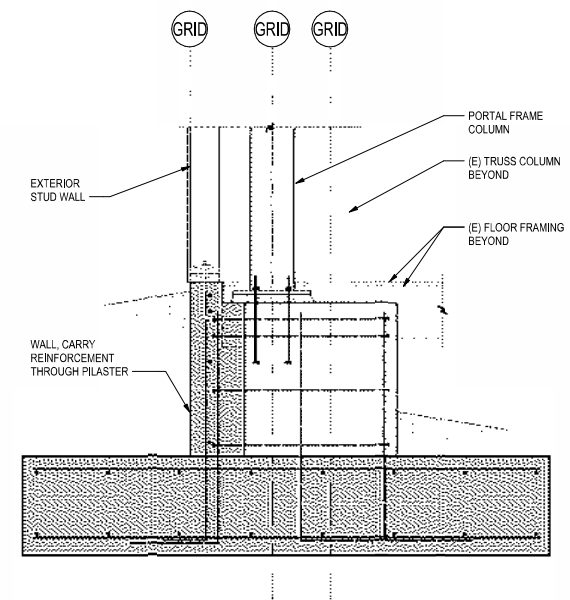
5 EXTERIOR WALL - ADDITION
S501 NO SCALE



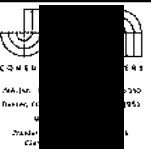
1 FROST WALL - ENCLOSED
S501 NO SCALE



2 EXTERIOR SUPPORT - ENCLOSED
S501 NO SCALE



3 PORTAL FRAME - ENCLOSED
S501 NO SCALE



REVISIONS
NO. DATE DESCRIPTION

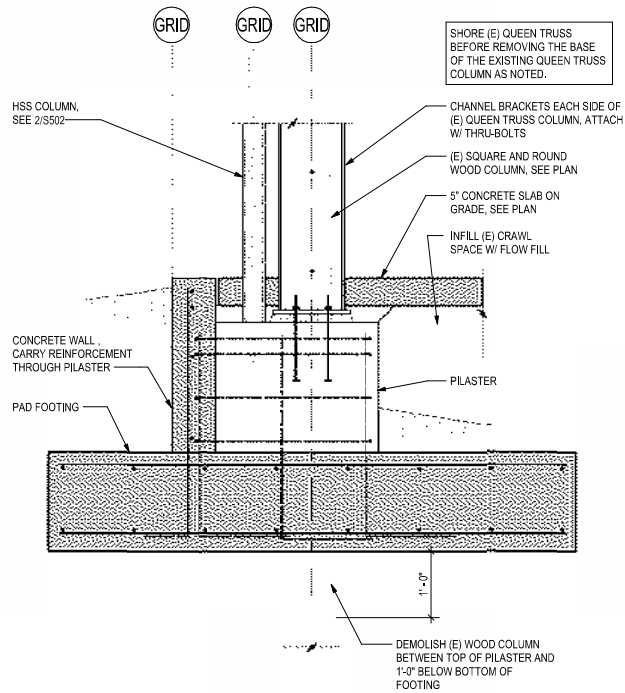
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DRAWN BY: KCA
CHECKED BY: PJH
JOB #: 241044.STR
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10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

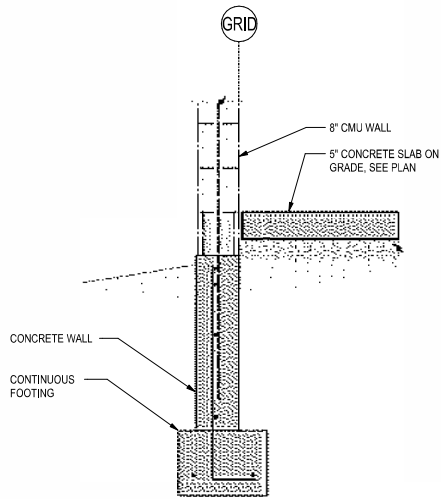
CONCEPT DETAILS - OPTION 1

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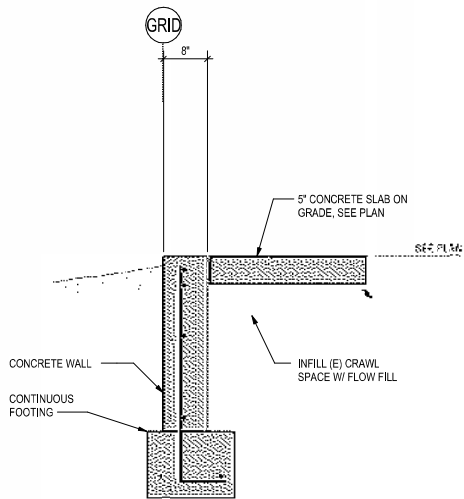
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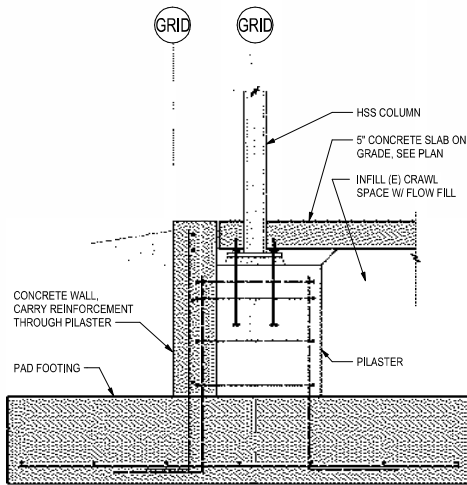
4 TRUSS COLUMN - OPEN
S502 NO SCALE



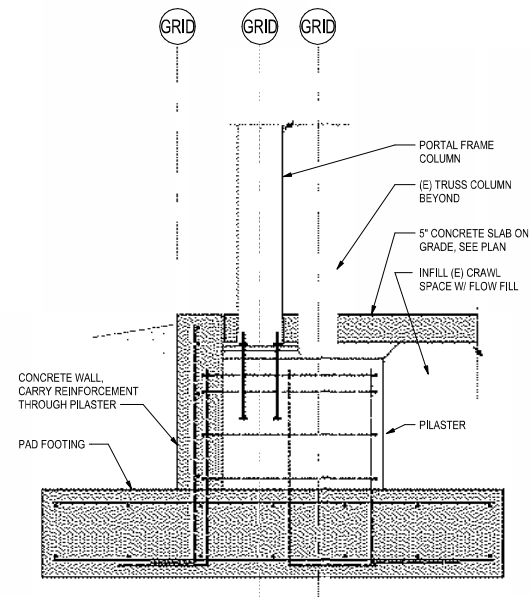
5 EXTERIOR WALL - NEW BUILDING
S502 NO SCALE



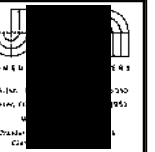
1 FROST WALL - OPEN
S502 NO SCALE



2 EXTERIOR SUPPORT - OPEN
S502 NO SCALE



3 PORTAL FRAME - OPEN
S502 NO SCALE



REVISIONS	NO.	DATE	DESCRIPTION

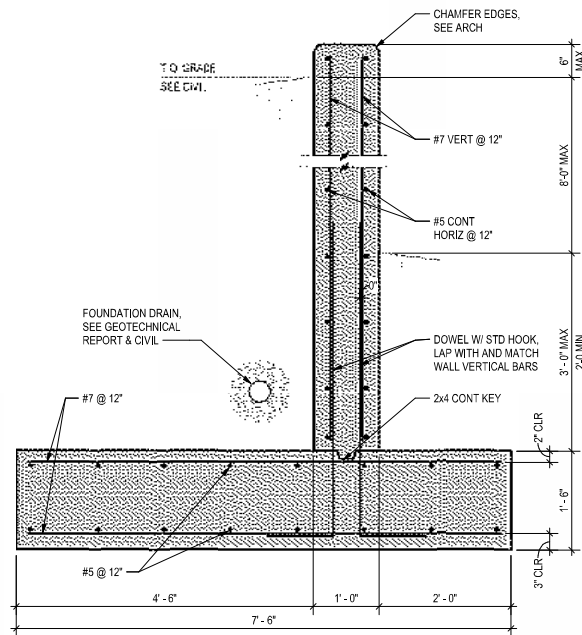
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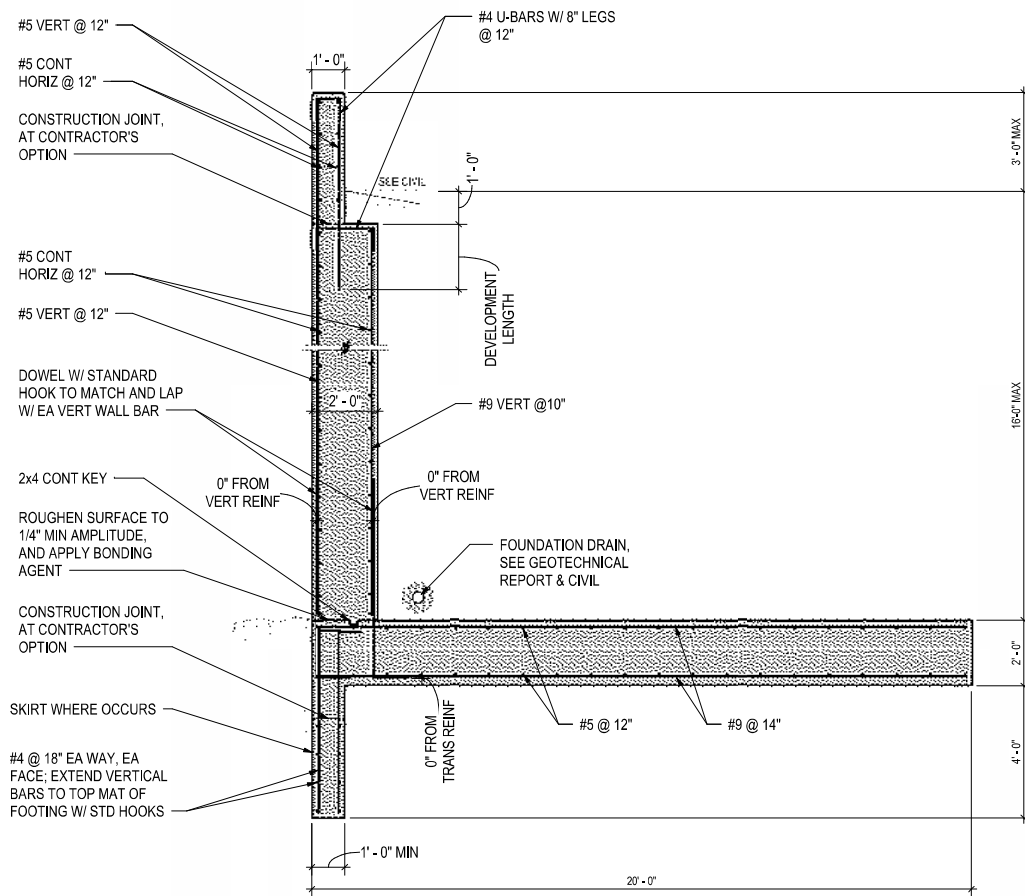
CONCEPT DETAILS - OPTION 2

SHEET NO.

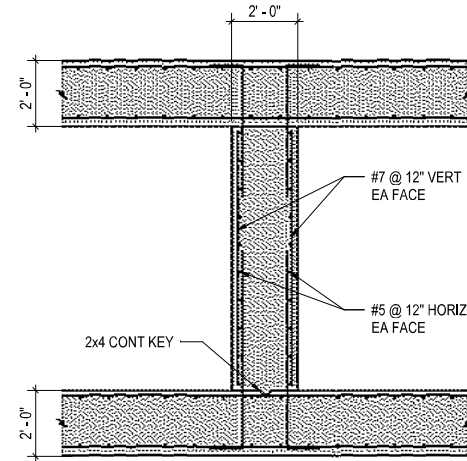
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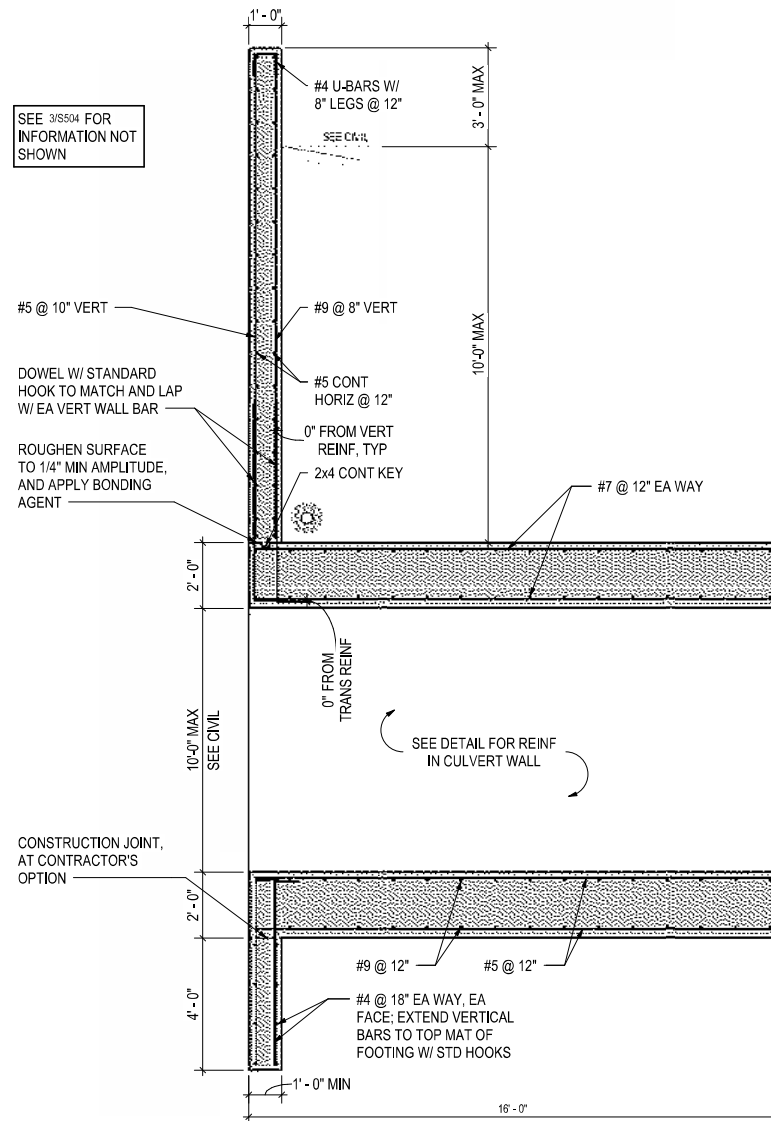
3 RETAINING WALL - NORTH SIDE OF CREEK (10'-0" MAX)
S504 NO SCALE



1 RETAINING WALL - SOUTH SIDE OF CREEK (16'-0" MAX)
S504 NO SCALE



4 TYP CULVERT SECTION
S504 NO SCALE



2 RETAINING WALL AT CULVERT
S504 NO SCALE



REVISIONS
NO. DATE DESCRIPTION

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DRAWN BY: KCA
CHECKED BY: PJH
JOB #: 241044.STR
DATE: 10/24/24
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HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829
CONCEPT DETAILS - FLOOD RETAINING WALL
AND CULVERT DETAILS (OPTION 1)

SHEET NO.
S504



**Hiawatha Gardens Remodel
Manitou Springs, Colorado
Electrical SD Narrative**

Project Description:

This narrative is to provide some outline design ideas for the historic Hiawatha Gardens Dance Hall in Manitou Springs. The architect has proposed two options. ~~Option one is an enclosed structure with an attached addition for restrooms, utility, storage, meeting room and kitchen.~~ The second is an open air dance hall that is covered but open on the sides with a detached restroom, utility, and storage building. The narrative will look at the different electrical systems and break down the design into three sections. One where both options share the same solution and then separate option one and option two sections where systems will differ.

The codes used for the basis of this design narrative are the 2021 IBC, 2021 IECC and the 2023 NEC.

Electrical Service:

Both Options

The electrical service for this building is an existing 240/120V, single phase, three wire system. It only appears to be feeding a few cameras attached to the exterior of the dance hall so it's a very limited service. The existing service is fed overhead to an exterior mounted meter and panel mounted to a post adjacent to the building. Since this appears only to be for cameras a new service will be needed for both options one and two to serve new electrical loads for the building. Coordination with the utility company will determine any new routing required to get the new larger service to the new service entry location.

Electrical Distribution:

Both Options

The existing service panel and meter can be removed. This will no longer be needed as it is undersized. No electrical panels were observed inside the dance hall, but if any are found they should also be removed.

Option 1 Enclosed

~~Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 400 amp cold sequence disconnect. Provide a 400 amp, 240/120V, single phase, three wire service. From this 400 amp main disconnect feed a 400 amp panel in the utility room. This panel should be a two section, 84 circuit, panel to serve all branch circuits of the building. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.~~

Option 2 Open Air

Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 200 amp cold sequence disconnect. Provide a 200 amp, 240/120V, single phase, three wire service. From this 200 amp main disconnect feed a 200 amp panel in the utility room. The panel located in the utility room will feed the restroom core electrical loads. This panel will also serve a sub panel located in the dance hall structure to serve the electrical branch circuits in the dance hall. This should be a 100 amp, 240/120V, single phase, three wire panel with 42 circuits. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.

General Power:

Both Options

All existing conduit, switches, lights, junction boxes and receptacles should be removed from the existing dance hall.

Provide a quad receptacle at all column locations in the dance hall for general use.

Provide a single duplex mounted at +48" in the storage room.

Provide one GFCI duplex, mounted above counter, in each bathroom near the sinks.

Provide a GFCI duplex with a weather proof in use cover at all exterior doors.

~~Option 1 Enclosed~~

~~Provide four duplex outlets in the hall between the dance hall and restroom core area.~~

~~Provide a duplex every 12' around the perimeter of the meeting room. Provide a duplex on the south wall mounted at 6' AFF for a TV. Provide three GFCI duplex outlets mounted above the counter in the meeting room. Provide a dedicated GFCI duplex for a small under counter refrigerator in the meeting room. Provide a recessed floor outlet in the center of the meeting room.~~

~~Provide a NEMA 14-50R receptacle for a range in the kitchen. Provide a dedicated duplex for a refrigerator. Provide a dedicated duplex for a combination microwave/hood above the range. Provide four GFCI above counter duplex outlets for general kitchen loads. Provide two general purpose duplex outlets in kitchen.~~

Option 2 Open Air

Devices in the open air dance hall should be GFCI.

Mechanical Equipment:

Both Options

Provide power to an 18KW water heater.

Provide power to all small mechanical loads such as a circulation pump for the hot water, exhaust fans for the restrooms.

~~Option 1 Enclosed~~

~~Provide power to two rooftop units, a 12.5 ton and a 25 ton unit. Provide power to 0.5KW radiant heaters in the exterior accessed restrooms as well as a 1.0KW radiant heater in the utility room.~~

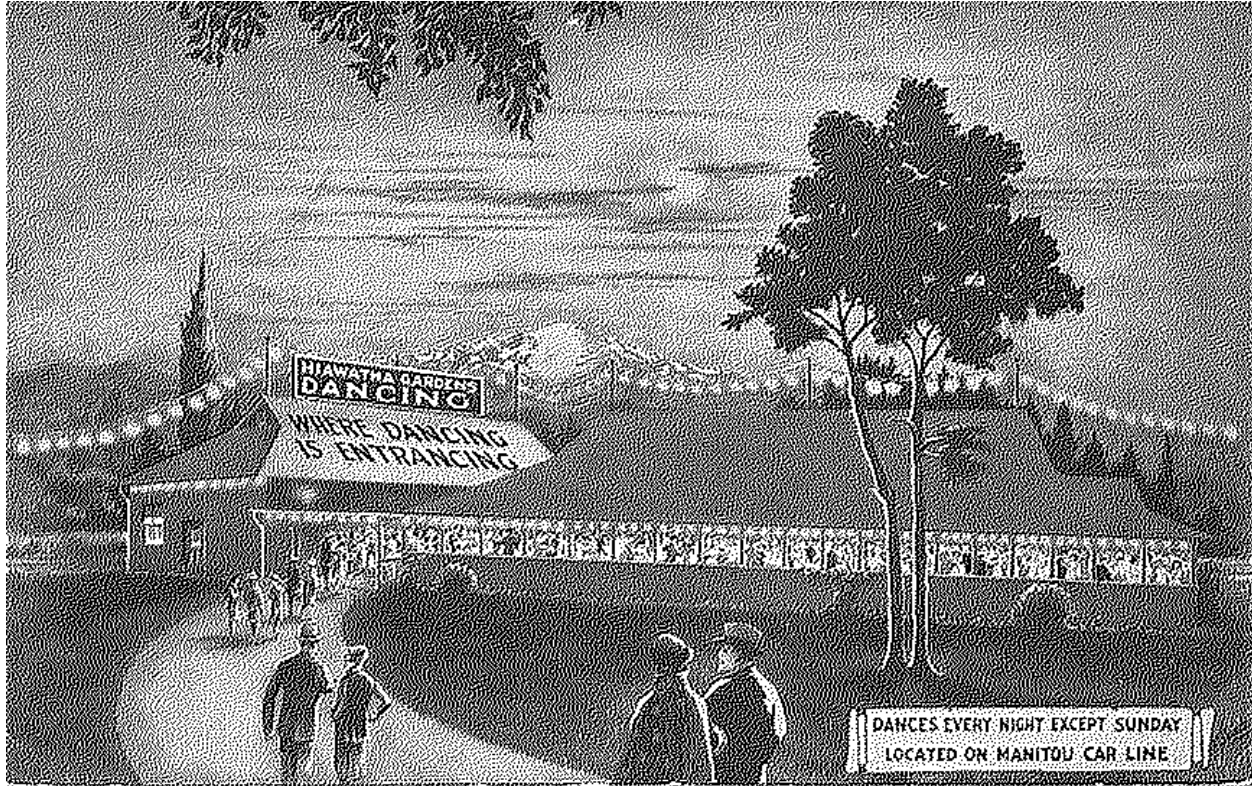
Option 2 Open Air

Provide power to radiant heaters located in the restrooms. Each heater will be 750W. The family restrooms will require a single heater each and the larger gendered restrooms will each require three heaters. Provide power to a 750W unit heater in the utility room. Provide power to three ceiling fans in the dance hall.

Lighting & Lighting Controls:

Both Options

Provide string lights around the perimeter of the building under the eave to provide a similar look to the picture below. Light fixture similar to Tivoli Lightsphere 2.0.



Strig Lights Under Eave

Backlight the letters of the roof mounted sign using exterior rated tape light. Use a tape light similar to Kelvix static white UNIX-WL series.

Provide an emergency egress light above each exterior egress door. Similar to Lithonia AFN series.

Egress lighting will be provided by a central inverter that will power select light fixtures when power is lost. This inverter will be mounted in the electrical room. Anticipated size is probably two 525VA inverters similar to Evenlite Liteminder series #LM-52-LC-V1. Provide exit lights at all exit doors. Similar to Lithonia LQM series.

Provide simple 4' LED strip lights for the utility and storage rooms. These can be controlled by a wall mounted motion sensor with an on/off switch. Provide strips similar to Lithonia CSS series.

Restrooms will remain open to the public and accessible from the outside so the lighting and lighting control in these spaces should be vandal resistant. A simple linear LED fixture like Luminaire LED #CLF7L would work well. These fixtures are pretty minimum for a vandal resistant option while also able to house motion sensors inside the fixture so that lights are auto on and off from a sensor that is also vandal resistant and hidden within the fixture. For the small individual restrooms a single unit in the center should be fine while in the larger restrooms a row over the stalls and another row at the vanities will be required.



Restroom Linear

Provide three layers of light in the main historic dance hall. These layers are decorative pendants mounted between the trusses, wall sconces around the perimeter and an LED uplight hidden on the top of the beams to uplight the structure. The uplight should be a simple tape light in a small channel similar to Kelvix CH channel. The pendants and sconces should be decorative fixtures appropriate for the time period. An example of each is shown below. Refer to the lighting layout in the corresponding schematic plans provided with the narrative This layout is for option #1, option #2 will have a similar layout just less cope with no kitchen and multipurpose room.



Dance Hall Pendant



Dance Hall Sconce



Truss Mounted Channel Uplight

Provide a lighting control dimming system similar to Lutron Athena with Energi Savr modules to dim and control the dance hall and exterior lights. Each layer of light should be controlled on its own dimming zone. A touch screen control station to control the lights in the dance hall should be coordinated with the owner. The touch screen should have preset scenes as well as a manual option to set up a custom scene.

The exterior lighting shall be auto on and auto off using a time clock and photosensor connected to this same lighting control system, these lights just wont need to be dimmed.

~~Option 1 Enclosed~~

~~For the hall to access the restrooms that will remain open a round vandal resistant light fixture shall be used. This will have a motion sensor in it behind the lens to turn lights on and off automatically. Fixture shall be similar to Luminare LED #ARV13.~~



Restroom Hall Vandal Resistant

For the halls connecting the new addition to the historic dance hall provide surface mounted period style fixtures. This will help tie the new space into the historic dance hall. These lights will be controlled with the same Lutron control system as the dance hall and just be placed on their own zone.



Ceiling Surface Mount

For the multipurpose room provide a combination of the period wall sconces and surface mounts found in the hall and dance hall. It will probably be helpful to include small aperture, 3" or 4" recessed downlights as well to help boost light levels in this room making it more flexible for uses that will require higher light levels. The lighting controls should be local dimmers that control the sconces, decorative ceiling and recessed downlight separate. Motion sensors shall be placed in the space to make sure lights go off when the space is not occupied.

For the kitchen provide a lensed LED recessed troffer providing 50 footcandles of light required by the health department. A simple troffer like Lithonia #BLT is an example. The lighting controls will be a dimmer switch at the door with ceiling mounted motion sensors to make sure lights are off when the space is not occupied.



Kitchen Troffer

Option 2 Open Air

Provide a recessed step light in all planting beds between the dance hall and the bathroom core to provide a soft glow of light. Provide a step light similar to Ligman type URA-40691. These should be controlled with the string lights around the exterior of the building and be auto on/off.



Step Light

The sconces used in the open air version of the dance hall will probably need to be wet listed due to their proximity to the openings.

Fire Alarm:

Both Options

The building is a type A occupancy with a load of more than 300. This will require a manual detection and notification system. Provide manual pull stations at all exits. Provide a smoke detector in all enclosed spaces. In

large rooms space smoke detectors about 30' apart. Provide a horn strobe every 75' in all occupied spaces. Provide a fire alarm control panel in the utility room.

~~Option 1 Enclosed~~

~~Provide duct detectors for each roof top unit. Provide unit shut down relays that will turn off roof top units when the fire alarm system is going off.~~

Access Control:

We do not anticipate any electronic access control on this site.

Security:

Both Options

The security system shall record and store 30 days worth of data. This head end can be located in the utility room. Provide four cameras around the exterior to monitor the outside of the building.

Provide two cameras in the dance hall on opposite ends to monitor the dance space.

~~Option 1 Enclosed~~

~~Provide a camera in the meeting room.~~

Provide a camera in the kitchen.

Provide two cameras to monitor the hall connecting the dance hall to the restroom core.

Tele/Data:

Both Options

Provide a small wall mounted rack in the utility closet to house some basic telecom. Anticipate two WAP for wifi in the dance hall.

~~Option 1 Enclosed~~

~~Provide a WAP in the multi purpose room.~~

Provide a WAP in the kitchen.

Audio/Visual:

Both Options

Provide a sound system in the utility room rack. At a minimum we would anticipate this to have access to the internet for a subscription music program. There should also be Bluetooth for users to hook up their own music. In the music hall provide connections for DJs to connect into the sound system. This system should also have a wireless microphone that can be used over the speakers.

Provide speakers mounted to the end walls and on both sides of trusses. These speakers should be high quality three way speakers able to produce a high quality sound expected at a dance hall. Anticipate about 18 speakers.

~~Option 1 Enclosed~~

~~Provide four recessed speakers in the hall between the dance hall and restroom core that plays the same sound as the dance hall.~~

Provide a large, roughly 65", wall mounted TV in the multipurpose room. Provide a wall plate below the TV recessed in the wall for user input. These should include USB and HDMI. Provide six recessed speakers in the space that play any sound from the TV in the space.



LUMINAIRE SCHEDULE	
KEY	DESCRIPTION
C1	DECORATIVE CEILING FIXTURE STYLE CONSISTANT WITH THE TIME PERIOD
C2	SURFACE MOUNTED VANDAL RESISTANT FIXTURE WITH MOTION SENSOR INTEGRATED
D1	3" RECESSED DOWNLIGHT
L4	4' LONG SURFACE MOUNTED VANDAL RESISTANT FIXTURE WITH MOTION SENSOR INTEGRATED
L12	12" LONG SURFACE MOUNTED VANDAL RESISTANT FIXTURE WITH MOTION SENSOR INTEGRATED
L20	20' LONG SURFACE MOUNTED VANDAL RESISTANT FIXTURE WITH MOTION SENSOR INTEGRATED
P1	DECORATIVE PENDANT FIXTURE STYLE CONSISTANT WITH THE TIME PERIOD
R1	RECESSED 2X4 TROFFER
S4	SURFACE MOUNTED 4' STRIP
UL1	50' UPLIGHT MOUNTED TO TOP OF BEAM TO ILLUMINATE THE CEILING
W1	DECORATIVE WALL SCONCE STYLE CONSISTANT WITH THE TIME PERIOD

LIGHTING CONTROL SCHEDULE	
KEY	DESCRIPTION
1	THREE ZONE SWITCH WITH ON/OFF AND DIM FOR EACH ZONE
M1	CEILING MOUNTED DUAL TECHNOLOGY MOTION SENSOR
M2	WALL MOUNTED MOTION SENSOR WITH ON/OFF SWITCH

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

Delta	Description	Date Issued
-------	-------------	-------------

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

LIGHTING PLAN OPTION #1

CONCEPT DESIGN
2024-10-24

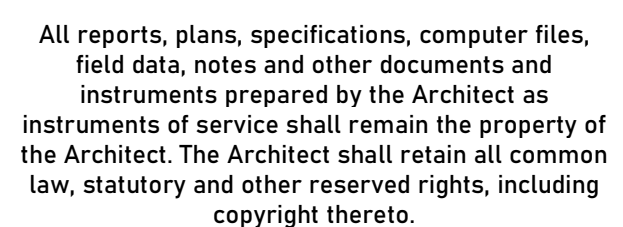
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	KLY	KLY	KLY

SHEET No.

E101



- | TOTAL CONTROL LINK LENGTH | WIRE GAUGE | AVAILABLE FROM LUTRON IN ONE CABLE: |
|---|--|--|
| LESS THAN 500ft
(152.4 m) | POWER (TERMINALS 1&2):
1 PAIR 18 AWG (1.0 mm ²) | GRX-CBL-34S5 (NON-PLENUM) OR
GRX-PCBL-34S5 (PLENUM) |
| | DATA (TERMINALS 3&4):
1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED* | |
| | | |
| 500ft (152.4 m) TO
2,000ft (610 m)** | POWER (TERMINALS 1&2):
1 PAIR 12 AWG (4.0 mm ²) | GRX-CBL-46L (NON-PLENUM) OR
GRX-PCBL-46L (PLENUM) |
| | DATA (TERMINALS 3&4):
1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED* | |
| | | |



E102



October 21, 2024

Hiawatha Gardens Historic Dance Hall Manitou Springs, CO

Mechanical and Plumbing Schematic Design Narrative

This narrative is to describe the mechanical and plumbing systems to be utilized at the Historic Hiawatha Gardens Dance Hall. The site is being designed around two individual concepts; ~~the first option is to have an enclosed dance hall and adjoining restroom/utility spaces~~, the second option is to have an open air dance hall and a separate building that will contain restroom facilities for the site. ~~The building in option one consists of +/- 8,200 square feet with approximately 5,000 SF of open meeting/dance space. The remaining spaces include a meeting room, storage area, warming kitchen, restrooms and a utilities room.~~ For Option two the dance hall footprint remains the same but the space is open to the environment with no environmental control. The second building of option two consists of +/- 800 square feet of restrooms and storage only. The plumbing and mechanical systems capacities will be sized to accommodate the areas noted above.

The following codes will be utilized for the design basis:

- IBC 2021
- IMC 2021
- IPC 2021
- IFGC 2021
- IECC 2021 (Prescriptive Path)

Design Conditions (Per client design guidelines and ASHRAE)

Colorado Springs, CO, USA
6,300'

Outside ambient temperatures

Summer DB	92.0 F
Summer WB	61.0 F
Winter DB	-10.0 F (5-year minimum)

Occupied room temperatures

Cooling 75.0 F
Heating 70.0 F

Commissioning will be required for the mechanical and plumbing system as required by the 2021 IECC.

Mechanical System

The mechanical system shall be designed to match the two distinct floor plan options and each option will have different requirements. ~~For option one heating and cooling will be designed for all spaces~~, while for option two the detached restroom building will be designed for heating only and the dance hall shall remain unconditioned.



Option one will be designed using single-zone dual fuel heat-pump rooftop units with dry-bulb economizers. The anticipated equipment layout and distribution for option one will be as follows:

RTU-1

Serves Dance Hall
Approximately 5,000 S.F.
25 nominal Ton unit

RTU-2

Serves Auxillary spaces
Approximately 3,200 S.F.
12.5 nominal Ton unit

Separate from RTU-2 in option one the exterior accessible restrooms cabinet unit heaters 0.5 kW cabinet heaters will be utilized and in the utilities space a 1 kW unit heater will be used.

Option two will utilize radiant heaters in the necessary spaces to maintain temperature and prevent freezing. Radiant heat panels will be utilized in the ceiling to produce the necessary load. The panels will each be 750W and 2'x4' in size. One panel will be required for each family restroom. For the larger gendered restrooms, three panels will be required for each space. In the utility room a 0.75 kW unit heater will be utilized.

General exhaust shall be provided for the restrooms and janitor closet in both design options. In both design options a quantity of 850 cfm is required total. In option one a single roof mounted exhaust fan will be utilized to cover this load. In option two a single inline fan will be utilized and will exhaust the required cfm to a louver.

Ceiling fans will be provided in the dance hall in option two. A quantity of three fans similar to Canarm model H-9330 is recommended.

Plumbing System

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new domestic cold water, domestic hot water and hot water recirculation, and sanitary sewer piping. Plumbing fixture counts shall be taken from the architectural plans. Plumbing fixtures shall meet ADA requirements. The plumbing system requirements will remain mostly identical between the two design options. The hot water system shall consist of a 50 gallon 8 kW electric water heater. The hot water system will consist of a hot water recirculation pump that runs on an occupied/unoccupied schedule on an aquastat.

The plumbing system will consist of a 1-1/2" domestic cold water tap and meter. The domestic cold water service from the meter to the building will be upsized to 2" to accommodate for pressure losses. It is assumed that the cities' water main has enough pressure that a domestic water booster pump is not required.

All water lines throughout the building shall be Type L copper with wrought solder fittings.

A 4" sanitary line and 3" vent line will serve all plumbing fixtures.



All waste lines on the interior of the building shall be cast-iron. All waste line connections shall be made with Husky H4000 bands or equal. All waste lines below grade shall be PVC.

~~For the option one rooftop units a new gas line and meter will be required. The gas line will be 3/4" in size and supply gas at 2.0 psi.~~

The plumbing fixture specifications shall be as follows:

- Water closets shall be 1.28 GPF vitreous china with battery-powered flush valves.
- Urinals shall be pint flush vitreous china with battery-powered flush valves.
- Lavatories shall be wall hung vitreous china with wall carriers connected to the floor, and 0.5 GPM auto faucets. Each lavatory faucet shall have a thermostatic mixing valve mounted as close to the bottom of the fixture as possible to avoid tampering. Insulation kits shall be provided below all lavatories for accessibility.
- Floor drains shall be nickaloy finish. All floor drains shall have Trap Guards. There shall be floor drains located in the kitchen, restrooms, and utility room.
- Floor sinks shall be white acid-resistant finish. There shall be a floor sink provided for the water entry backflow preventor.
- A wall hydrant in a lockable box at the exterior of the building shall be provided. The hydrant shall have a shut-off valve on the interior of the building as well.
- The roof shall have gutters, refer to architectural.
- ~~• As part of option one only the warming kitchen shall have single compartment sinks with a garbage disposal unit and faucet. An additional sink will also be available in the meeting room.~~
- A molded stone mop service basin with faucet having integral and check stops shall be provided in the utility room.
- Water hammer arrestors shall be provided as required, with access panels.
- Gas Piping will be schedule 40 black steel and paint on the roof.
- ~~• Roof hydrants will be located near mechanical equipment on the roof for option one.~~

End of Narrative

Hiawatha Gardens Ecological Characterization Study Manitou Springs El Paso County, Colorado

On Behalf of:

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Prepared by:



2435 Research Parkway
Suite 300
Colorado Springs, CO 80920

October 24, 2024

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1.0 Introduction

Matrix Design Group, Inc. (Matrix) prepared this Ecological Characterization Study per Manitou Springs Code Ordinance 18.03.10.5 on behalf of the City of Manitou Springs for the proposed drainage improvements at the historic Hiawatha Gardens building, located in Manitou Springs, El Paso County, Colorado. The proposed project includes concept level parking and pedestrian improvements, landscape improvements, and potential improvements to the adjacent Fountain Creek channel and floodplain.

2.0 Methods

For this assessment, Matrix first conducted a desktop analysis of the project area to determine whether known federal threatened and endangered species or critical habitat have been documented within or immediately adjacent to the proposed project area. Matrix queried the following sources to gain more information about the project area:

- The U.S. Fish and Wildlife Service (USFWS), Information for Planning and Consultation (IPaC) Official Species List for candidate, threatened, or endangered species, and their critical habitat for the project area (USFWS, 2022b)
- The Colorado State Wildlife Action Plan (CSWAP) and Colorado's Conservation Data Explorer (CODEX) for state listed Species of Greatest Conservation Need (SGCN) (CODEX, 2023)
- The U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) stream and waterbody data for a list of streams, waterbodies, and watersheds that intersect with the project area (USGS, 2022).
- The USFWS National Wetland Inventory (NWI) for a list of wetland and open water habitat that intersect with the project area (USFWS, 2022a).

A literature review was conducted for pertinent information on each USFWS federally listed species and Colorado state-listed species regarding their habitat preferences, life history requirements, distinguishing features, mobility/home-range requirements, reproductive needs, and sensitivity to anthropogenic disturbances.

A subsequent field review of the project area was conducted by Matrix staff on September 18th, 2024. In accordance with Code Ordinance 18.03.10.5, Matrix assessed the following:

- wetlands and perennial streams
- native and non-native vegetation communities
- locate and identify trees greater than 3 inches indicating their size and health
- passively record wildlife observed

The findings of the desktop analysis and field visit are summarized below. Features observed and recorded in the project area were located using a handheld GPS unit with sub-foot accuracy. This includes trees, ordinary high-water mark, top of bank, and shoreline.

3.0 Results

3.1 Wildlife Use of the Area and Habitat Value

The Endangered Species Act (ESA) of 1973 is administered the U.S. Fish and Wildlife Service (USFWS) and protects threatened and endangered species and their habitats. Potentially significant adverse effects

to federally listed species and/or their habitats require consultation with USFWS under Section 7 or Section 10 of the ESA. Effects on candidate species do not require formal consultation. USFWS serves as the deciding authority on the designation and development of species-specific conservation banks.

Under the ESA it is unlawful for any person to “take” an endangered species, including any significant habitat modifications that could alter species behaviors, such as mating or foraging, or other actions that may result in the further decline of that species. Therefore, a preliminary desktop analysis for any federally listed species that could occur at or near the project area was conducted. The IPaC report identified eight federally threatened, endangered, or candidate species that may be impacted by activities at or near the project, which are listed in [TABLE 1](#). Only species with the potential to occur will be evaluated for any constraints to development.

Table 1. Threatened and Endangered species with potential to occur in project area

Scientific Name	Common Name	Species Type	USFWS Status	Potential to Occur
<i>Canis lupus</i>	gray wolf	mammal	Experimental in CO	No
<i>Charadrius melodus</i>	pipin plover	bird	Threatened	No
<i>Danaus plexippus</i>	monarch butterfly	insect	Candidate	No
<i>Laterallus jamaicensis</i>	eastern black rail	bird	Threatened	No
<i>Perimyotis subflavus</i>	tricolored bat	mammal	Proposed endangered	Yes
<i>Scaphirhynchus albus</i>	pallid sturgeon	fish	Endangered	No
<i>Spiranthes diluvialis</i>	Ute ladies'-tresses	plant	Threatened	No
<i>Strix occidentalis lucida</i>	Mexican spotted owl	bird	Threatened	No, final critical habitat

USFWS defines critical habitat as an area of land and water with physical and biological features that are essential for the conservation of a threatened or endangered species that may require special management considerations or protections (USFWS, 2004). The project area lies within final critical habitat for the Mexican spotted owl (*Strix occidentalis lucida*) (MSO) as defined by USFWS. MSOs prefer both forested and rocky-canyon habitats, disconnected from human encroachment (USFWS, 2023a). Following correspondence with local USFWS biologist, Kyle Lemaire, due to the urbanization and high human traffic throughout the City of Manitou Springs, MSOs are not expected to inhabit the project area, nor the surrounding area; therefore, this project is not expected to have adverse impacts on MSOs nor will there be any restrictions or limitations to the project construction due to the designated critical habitat.

The tricolored bat (*Perimyotis subflavus*) (TCB) is one of the smallest bats that is native to North America and can be found roosting in forests, caves, mines and/or human structures, such as barns, porch roofs, and bridges. In the winter months (November to April), they are known to hibernate in caves, mines, and the occasional road-associated culvert and/or bridge, where caves are less abundant. Their preferred prey items include small insects such as caddisflies, moths, beetles, wasps, and flies and are usually found foraging in the early evening along forest edges and over waterways. During the site visit, Matrix biologists observed suitable habitat throughout the project area, including large trees and various bridge and culvert structures that could potentially be utilized as roosting locations.

Following correspondence with local USFWS biologist, Kyle Lemaire, an informal decision of “may affect, not likely to adversely affect” determination was discussed. Due to the potential adverse effects to a

federally listed species and their habitat, the project will likely require consultation with USFWS under Section 7 or Section 10 of ESA (USFWS, 2022b) in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.

When planning for the construction of the project, it is recommended that development activities follow the proposed [Voluntary Environmental Review Process for Development Projects](#) developed by the USFWS to limit any potential impacts to the TCB or their habitat, during the disturbance. Due to the TCB being listed as proposed endangered, minimal conservation measures have been outlined by USFWS. Through conversations with USFWS and internal research, Matrix's recommendations include, but are not limited to, a qualified biologist completing bat presence/absence surveys within culverts and under bridges, prior to construction, in addition to restricting the removal of suitable roosting trees and shrubs during the summer months, outside of hibernation and active pup season (April to July), when individuals have the ability to depart from their potential roosting areas (USFWS, 2024).

3.2 Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) protects all migratory birds, raptors, and their active nests. The MBTA prohibits the removal or disturbance of active nests that would result in the loss of eggs or young. Migratory birds and raptors could potentially be impacted by the project, both directly through habitat loss and indirectly due to sound disturbance related to construction activities. Colorado Parks and Wildlife (CPW) recommends all construction-related disturbances occur outside of the migratory bird and raptor nesting season, January 15 through September 30. If disturbance occurs within the nesting season, it is recommended that a qualified biologist conduct a survey of the project area for nesting migratory birds within seven (7) days prior to clearing/grubbing or other construction activities. Desktop analyses identified twelve birds of conservation concern that may be impacted by activities around the project, which are listed in [TABLE 2](#).

Table 2. Migratory bird species of concern with potential to occur in project area

Scientific Name	Common Name	State Status*	SWAP** Tier	Potential to Occur
<i>Haliaeetus leucocephalus</i>	bald eagle	Eagle Act		No
<i>Selasphorus platycercus</i>	broad-tailed hummingbird	BCC		Yes
<i>Larus californicus</i>	California gull	BCC		No
<i>Haemorhous cassinii</i>	Cassin's finch	BCC	Tier 2	No
<i>Nucifraga columbiana</i>	Clark's nutcracker			No
<i>Coccothraustes vespertinus</i>	evening grosbeak	BCC		Yes
<i>Psiloscops flammeolus</i>	flamulated owl	BCC		No
<i>Aquila chrysaetos</i>	golden eagle	Eagle Act	Tier 1	No
<i>Melanerpes lewis</i>	Lewis's woodpecker	BCC	Tier 2	Yes
<i>Contopus cooperi</i>	olive-sided flycatcher	BCC	Tier 2	No
<i>Gymnorhinus cyanocephalus</i>	pinyon jay	BCC		No
<i>Leiothlypis virginiae</i>	Virginia's warbler	BCC	Tier 2	No

*BCC = Bird of Conservation Concern, **SWAP = State Wildlife Action Plan

There are three species of migratory birds that have the potential to be present at the project area, broad-tailed hummingbirds, evening grosbeaks, and Lewis's woodpecker. Construction timing should aim to occur outside of active nesting times for each species. Nesting for the identified species occurs from April to September. All vegetation removal, thinning, or other construction activities that impact vegetation should occur outside of the nesting window to prevent damage to nesting trees or direct take of adults, chicks, or eggs. If construction activities cannot occur outside of this window Matrix recommends for surveys to be conducted by a qualified biologist no fewer than five (5) days prior to construction activities to determine the presence/absence of the species noted. If active nests or nesting behaviors are observed, precautionary measures like buffer zones for work should be implemented to reduce any adverse impacts to the nesting birds. More information on [Nationwide Standard Conservation Measures](#) are provided by USFWS to reduce stress on nesting birds during development.

3.3 State and Local Protections and Considerations CODEX

Colorado's Conservation Data Explorer (CODEX) considers biological diversity, lands, hydrology, and other natural resources including potential impacts to threatened, endangered, and special concern species and their habitat within project areas. During our CODEX review, which includes a one-mile buffer of the project area, five Tier 1 Species of Greatest Conservation Need (SGCN) were noted to potentially occur within the project area, which are listed in [TABLE 3](#).

Table 3. SWAP Tier 1 species of concern with potential to occur in project area

Scientific Name	Common Name	Species Type	SWAP Tier	Potential to Occur
<i>Zapus hudsonius preblei</i>	Preble's meadow jumping mouse	mammal	Tier 1	No
<i>Corynorhinus townsendii pallascens</i>	Townsend's big-eared bat	mammal	Tier 1	Yes
<i>Leucosticte australis</i>	brown-capped rosy-finch	bird	Tier 1	Yes
<i>Myotis lucifugus</i>	little brown myotis	mammal	Tier 1	Yes
<i>Myotis thysanodes</i>	fringed myotis	mammal	Tier 1	Yes

The brown-capped rosy-finch can be found in higher alpine areas near meadows where they forage for seeds and insects along the edges of areas with melting snow. In the winter, they move to lower elevations to more forested habitats. Nests for this species have been found as high as 14,000 ft and are typically made in cliffs, caves, and old rockslides. This species has the potential to occur in this area during the winter months, however, there is no breeding habitat in the area so it is unlikely that they would be impacted by construction activities.

Townsend's big-eared, Mexican free-tailed (*Tadarida brasiliensis*), and myotis bat winter hibernacula habitat was identified within 1-mile of the project area. It is unlikely that construction activities will impact these species. However, removal of potential roosting trees should be minimized as possible, therefore, Matrix recommends that the removal, thinning, or alteration of any vegetation should be timed in accordance with the limits already set by the tricolored bat.

3.4 Habitat Considerations

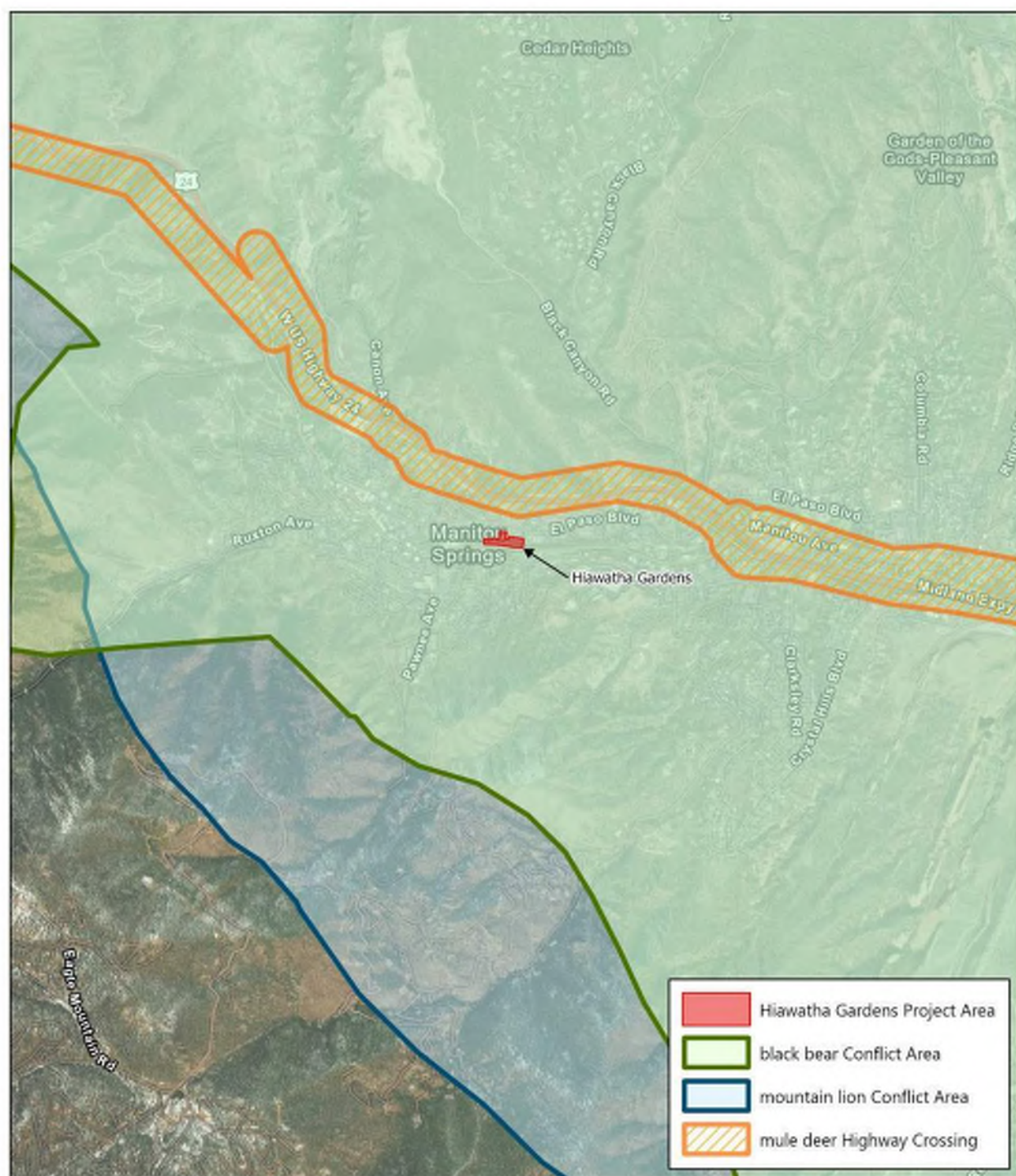
The project area is located along Fountain Creek which likely provides a movement corridor for large and small wildlife species [e.g., amphibians, reptiles, small mammals, and arthropods (insects and spiders, including pollinators), mule deer, and coyotes]. Signs of mule deer, including tracks and scat, were

observed along Fountain Creek during the visit to the project area. Other observations included black-capped chickadee (*Poecile atricapillus*), American crow (*Corvus brachyrhynchos*), hairy woodpecker (*Dryobates villosus*), and black-billed magpie (*Pica hudsonia*). A common garter snake (*Thamnophis sirtalis*) was observed near the creek during the visit which suggests the use of the area by this species. Due to the current conditions of the project area being an existing parking lot with an existing building and pedestrian and vehicular traffic moving through the site at regular intervals, it is unlikely that any species, beyond migratory birds, is spending a considerable amount of time within the project area for cover, nesting, or roosting. It is likely that Fountain Creek, and the associated vegetation, provides enough cover for wildlife to use the southern boundary of the project area as a movement corridor and short-term stopping place for water and foraging.

This area has been identified as a black bear and mountain lion human-wildlife conflict area by CPW (FIGURE 1). In developing the land adjacent to Fountain Creek there are opportunities to reduce conflict with nuisance wildlife species (e.g., prairie rattlesnake, raccoons, red fox, coyote, and mule deer) from negative interactions with people, their pets, and vehicles. Revegetation and landscape design in the project area should focus on reducing human-wildlife conflicts by keeping dense vegetation away from the surrounding commercial properties. CPW provides guidance for developers to reduce conflicts with wildlife: [Colorado Parks & Wildlife - Developing with Wildlife in Mind \(state.co.us\)](https://state.co.us/colorado-parks-wildlife-developing-wildlife-mind). This will help to keep species moving through the area near the floodplain of Fountain Creek and discourage movement through adjacent properties. Any changes to culverts, storm outfalls, or other structures potentially used for wildlife movement should be evaluated and the design will be adjusted to maintain or improve the safe passage of wildlife through the greater corridor while remaining mindful of human and wildlife safety.

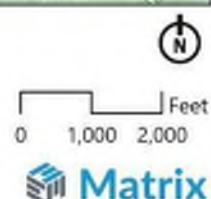
To the North of the project area, CPW has identified a mule deer highway crossing area across State Highway 24 (FIGURE 1). While we can assume mule deer are present within the Fountain Creek corridor, and thus likely use a portion of the project area as a movement corridor, there are no impacts to development because of the designated mule deer highway crossing. It is recommended that CPW's Developing with Wildlife in Mind, linked above, be utilized as a guide for design, and that careful consideration be given to the planting palette for landscape design to deter deer from becoming a nuisance within the new development.

Figure 1. Wildlife-Human Conflict Areas



HIAWATHA GARDENS
FIGURE: WILDLIFE-HUMAN CONFLICT AREAS

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.5 Wetland Boundary and Ecological Function

The project area is located within the Fountain Hydrologic Unit Code (HUC) 11020003, an approximately 594,176-acre watershed (FEMA, 2023). Based on a review of the USFWS National Wetlands Inventory (NWI), the project area contains Fountain Creek, which is classified as riverine unknown perennial, unconsolidated bottom, permanently flooded (R5UBH) (USFWS, 2023b). (FIGURE 2).

Figure 2. Fountain Creek at Hiawatha Gardens



Matrix staff visited the project area to delineate the limits of aquatic resources, including wetlands and the ordinary high-water mark (OHWM) that may be subject to CWA Section 404 jurisdiction (Waters of the U.S. or "WOTUS"). Additionally, the top of bank and shoreline were delineated as required by the City of Manitou Springs Code Ordinance 18.03.10.5. Approximately 0.01 acre of palustrine emergent (PEM) wetlands were mapped within the project area and contained hydrophytic vegetation, hydric soils, and indicators of hydrology. These wetlands are assumed to be sustained by Fountain Creek continuous flows and seasonal flooding. Emergent wetlands were primarily dominated by reed canarygrass (*Phalaris arundinacea*, Facultative Wetland [FACW]), bluejoint (*Calamagrostis canadensis*, FACW), and orchardgrass (*Dactylis glomerata*, Facultative Upland [FACU]). Wetlands were primarily confined to the fringe and floodplains of Fountain Creek. Wetland/upland transitions were delineated based on changes in vegetation community composition and presence or lack of wetland hydrology indicators. Two data points were collected along the wetland/upland transitions during the delineation to characterize the changes in vegetation, soil, and hydrology. Soils within the wetlands were recorded as 2.5YR 4/4, 7.5YR 3/2, and 10YR 2/1, fitting the Hydrogen Sulfide (A4) hydric indicator. Soil textures within wetlands consisted primarily of gravel and sand. Indicators of wetland hydrology included the primary indicators of Saturation (A3) and Hydrogen Sulfide Odor (C1). Secondary hydrology indicators observed included Drainage Patterns (B10), Geomorphic Position (D2), and FAC-Neutral Test (D5). These wetlands provide minimal ecological function through small amounts of filtration during high flow events, by improving water quality through the removal of pollutants and sediment within the channel.

Fountain Creek is shown as a perennial tributary to the Arkansas River on the USGS Fountain, CO Quadrangle Map and USGS NHD. Field observations confirmed the location and extents of Fountain Creek, running parallel to Manitou Ave and flowing from west to east, below Old Mans Trail, through the center of the project area.

The OHWM was primarily delineated based on water staining on the retaining walls, changes in slope, and changes in vegetation species and cover. This section of Fountain Creek is largely constricted by retaining walls, development, and high levels of foot traffic. Based on the OHWM delineation, approximately 0.24 acres and 675.2 linear feet of Fountain Creek were mapped within the project area.

All mapped resources, including delineated wetlands, OHWM, shoreline, and top of bank, per City of Manitou Springs Code Ordinance 18.03.10.5, can be referenced in [FIGURE 3](#).

Figure 3. Ordinary High Water Mark, Top of Bank, and Shoreline



HIAWATHA GARDENS
FIGURE: AQUATIC RESOURCES

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.6 Prominent Views

Views from the project area include Pike's Peak, the Manitou Incline, Fountain Creek, and the historic Hiawatha Gardens building (FIGURE 4). From the parking area, there are clear views of Pike's Peak and the Manitou Incline to the west. In the center lies the historic Hiawatha Gardens building with a painted mural. Fountain Creek runs west to east through the project area and multiple trails allow access near the creek and provide views of the waterway and large shade trees. Design plans should consider these views and creek access when proposing vegetation and general design to maintain or enhance these characteristics.

Figure 4. Representative photos of the site including views of Pike's Peak, Manitou Incline, the historic Hiawatha Gardens building, and Fountain Creek



3.7 Vegetation Communities

Vegetation in the project area is heavily associated with Fountain Creek with most plants occurring along its banks. There are little to no plants within the parking area of Hiawatha Gardens apart from a few juniper (*Juniperus sp.*) and pine (*Pinus sp.*) species near the current bus stop on Old Mans Trail and along El Paso Blvd to the north of the project area where there are other shrubs including rubber rabbitbrush (*Ericameria nauseosa*), and various forbs including annual sunflower (*Helianthus annuus*), Rocky Mountain beeplant (*Cleomella serrulata*), and ornamental grasses. Along the southern end of the parking area, along Fountain Creek there are large crack willows, Siberian elms, and cottonwood trees providing shade for the creek and a portion of the parking lot, while also providing a visual barrier between the project area and Manitou Avenue.

Although many of the large trees are considered invasive or noxious species by the Colorado Department of Agriculture, these mature and healthy trees provide much needed shade to the area, screening, and

habitat for various songbird species in the area. This higher vegetation coverage near the creek helps to keep wildlife moving through the project area and reduces the likelihood of them venturing into the surrounding properties or onto Manitou Avenue. Design plans should consider saving trees along Fountain Creek while still accommodating necessary channel improvements. While not an exhaustive list, the TABLES 4 AND 5 below list the species observed within the project area.

Table 4. Native species observed in the project area

Scientific Name	Common Name	Category	Wetland Status
<i>Cleome serrulata</i>	Rocky Mountain beeplant	Forb	FACU
<i>Ericameria nauseosa</i>	rubber rabbitbrush	Shrub	NI
<i>Fraxus pennsylvanica</i>	green ash	Tree	FAC
<i>Helianthus annuus</i>	common sunflower	Forb	FACU
<i>Juniperus scopulorum</i>	Rocky Mountain juniper	Tree	NI
<i>Populus deltoides</i>	plains cottonwood	Tree	NI
<i>Robinia pseudoacacia</i>	black locust	Tree	FACU
<i>Rosa woodsii</i>	Woods' rose	Shrub	FACU
<i>Salix amygdaloides</i>	peachleaf willow	Tree	FACW
<i>Symphoricarpos albus</i>	common snowberry	Shrub	FACU

Table 5. Non-native and invasive species observed in the project area

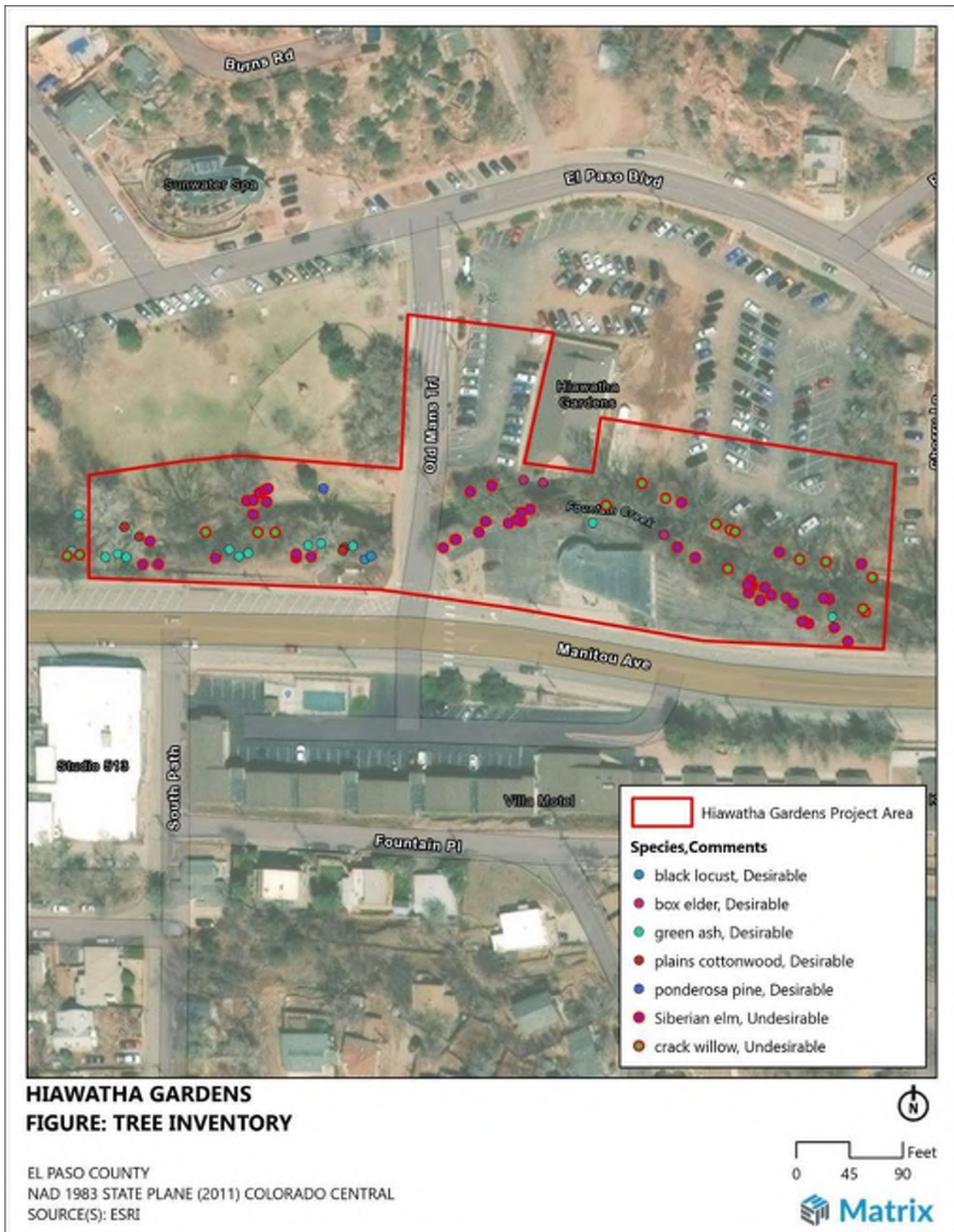
Scientific Name	Common Name	Category	Plant Status
<i>Agrostis gigantea</i>	redtop	Grass	Introduced
<i>Dactylis sp.</i>	orchardgrass	Grass	Introduced
<i>Melilotus officinalis</i>	sweet clover	Forb	Introduced
<i>Cirsium arvense</i>	canada thistle	Forb	List B Noxious
<i>Saponaria officinalis</i>	bouncing bet	Forb	List B Noxious
<i>Artium sp.</i>	common burdock	Forb	List C Noxious
<i>Elmus pumila</i>	Siberian elm	Tree	List C Noxious
<i>Salix fragilis</i>	crack willow	Tree	Invasive

3.8 Habitat Features and Ecological Function

Most of the project area includes an existing historic building, unpaved parking lot, the edge of a city park, and a small social trail system along Fountain Creek. Memorial Park is a traditional Kentucky bluegrass (*Poa pratensis*) lawn park with sparse, large plains cottonwood and various pine and spruce (*Picea sp.*) trees. The creek is lined with large crack willows and an understory of smaller trees and large shrubs. There were palustrine emergent (PEM) wetlands identified along Fountain Creek within the project area near the crossing at Old Mans Trail. The parking area has small pockets of vegetation along El Paso Blvd that could support a small population of pollinators given the species observed. The large trees and more dense vegetation observed along Fountain Creek provide cover, foraging opportunities, and possible nesting opportunities for birds and small mammals. Fountain Creek could also provide foraging habitat for various amphibians and reptiles. Design plans should aim to protect existing vegetation in place as

design allows and provide additional pockets of native vegetation, specifically selected to provide forage for pollinators and birds. The following map provides locations for trees observed in the project area greater than 3 inches in diameter and whether the species are considered “Desirable” (native) or “Undesirable” (invasive or noxious). Matrix recognizes the benefits of keeping certain trees even if they are invasive or noxious due to the benefits they provide to the project. Additionally, while green ash is a native species, because of the emerald ash borer (*Agrilus planipennis*), these trees are susceptible to dying if they have not been inoculated and should therefore not be prioritized for avoidance.

Figure 7. Tree Inventory



3.9 Timing of Development and Mitigation

The proposed project would include improvements to the Fountain Creek channel to reduce flood danger and provide improvements to the parking area at the historic Hiawatha Gardens building. Based on review of the USFWS IPaC, CODEX report, and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Design and construction planning should consider the species and characteristics of the project area discussed above and summarized below.

- The project area is located within a critical habitat designation for Mexican spotted owls; however, no adverse impacts are anticipated;
- Black bear- and mountain lion-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by CPW;
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project;
- Due to the possible presence of the tricolored bat (proposed endangered) and the three identified migratory birds listed as Birds of Conservation Concern, trees should only be removed or thinned between October 15th and December 15th to prevent any “take” of those species or their habitats.
 - This time frame for vegetation removal and thinning is also beneficial for the other bat species identified in the report;
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used as roosting trees during migration, mating, and pup-rearing periods. The project will likely require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

4.0 References

- [CBAP] Colorado Bird Atlas Partnership. 2016. Colorado Breeding Bird Atlas.
- [CODEX] Colorado's Conservation Data Explorer. 2023. Available on-line at: <https://codex.cnhp.colostate.edu/content/map/> Accessed October 2024.
- [CPW] Colorado Parks and Wildlife. 2015. Colorado's 2015 State Wildlife Action Plan. Available at: <https://cpw.state.co.us/aboutus/Pages/StateWildlifeActionPlan.aspx> Accessed: October 2024.
- [CPW] Colorado Parks and Wildlife. 2022. Threatened and Endangered, and Species Information. Available at: <https://cpw.state.co.us/>. Accessed: October 2024.
- [CPW] Colorado Parks and Wildlife. Living with Wildlife. 2023. Available on-line at: <https://cpw.state.co.us/energy-development-and-land-use> Accessed October 2024.
- [FEMA] Federal Emergency Management Agency. 2023. National Flood Hazard Layer. Accessed in October 2024 at: <https://www.fema.gov/flood-maps/national-flood-hazard-layer>.
- [USFWS] Environmental Conservation Online System (ECOS). 2023a. Available at: <https://ecos.fws.gov/ecp/>. Accessed: October 2024.
- [USFWS] Final Designation of Critical Habitat for the Mexican Spotted Owl; Final Rule. 2004. Available at: https://www.fws.gov/sites/default/files/federal_register_document/04-19501.pdf Accessed October 2024.
- [USFWS] Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Version 1.0. 2024. Available at: Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Accessed October 2024.
- [USFWS] U.S. Fish and Wildlife Service. 2023b. National Wetlands Inventory (NWI). Available at: <https://www.fws.gov/wetlands/>. Accessed: October 2024.
- [USFWS] U.S. Fish and Wildlife Service. 2022b. Information for Planning and Consultation (IPaC). Environmental Conservation Online System. Available at: <https://ecos.fws.gov/ipac/>. Accessed: October 2024.
- [USGS] U.S. Geological Survey. 2022. National Hydrography Dataset (NHD). Available at: <https://www.usgs.gov/core-science-systems/ngp/national-hydrography>. Accessed: October 2024.
- Wickersham, Lynn E. (Editor). 2016. The Second Colorado Breeding Bird Atlas. Colorado Bird Atlas Partnership and Colorado Parks and Wildlife. Denver, Colorado.

5.0 Representative Photos



Photo 1. Fountain Creek looking East towards Old Mans Trail from project area boundary



Photo 2. PEM designated wetlands along Fountain Creek looking West from Old Mans Trail



Photo 3. Fountain Creek looking West from edge of project area and large crack willow along bank

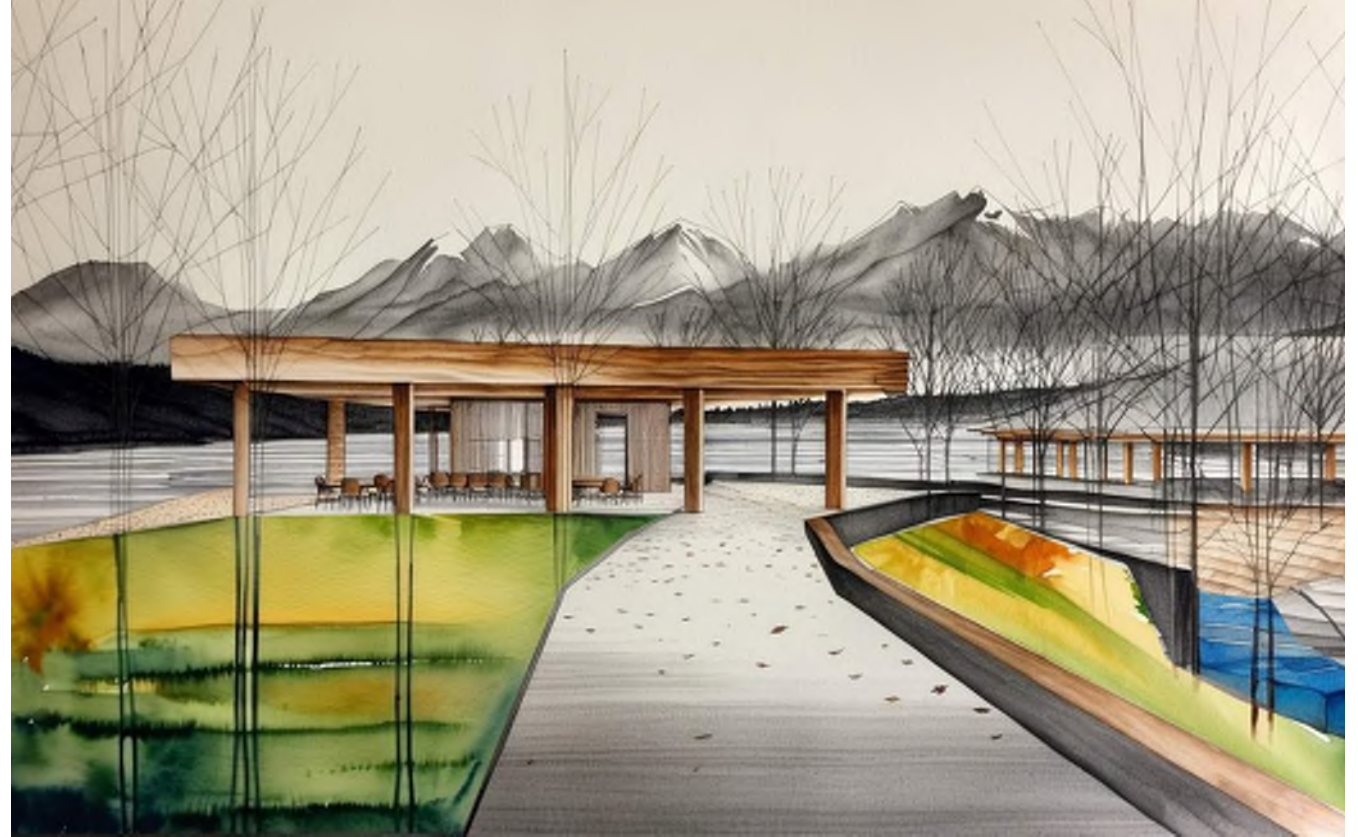


Photo 4. Hiawatha Gardens parking area



Photo 1. Parking area looking Northeast towards El Paso Blvd

CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK SITE EXPLORATION

GOALS

REDUCE BUS TRAFFIC ON EL PASO

REDUCE HIAWATHA GARDENS TRAFFIC ON EL PASO

IMPROVE THE CREEK WALK TRAIL

INCREASE ECONOMIC VALUE

INCREASE CREEK ACCESS

BRING ART AND EDUCATION INTO THE CORRIDOR



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK EXISTING SITE



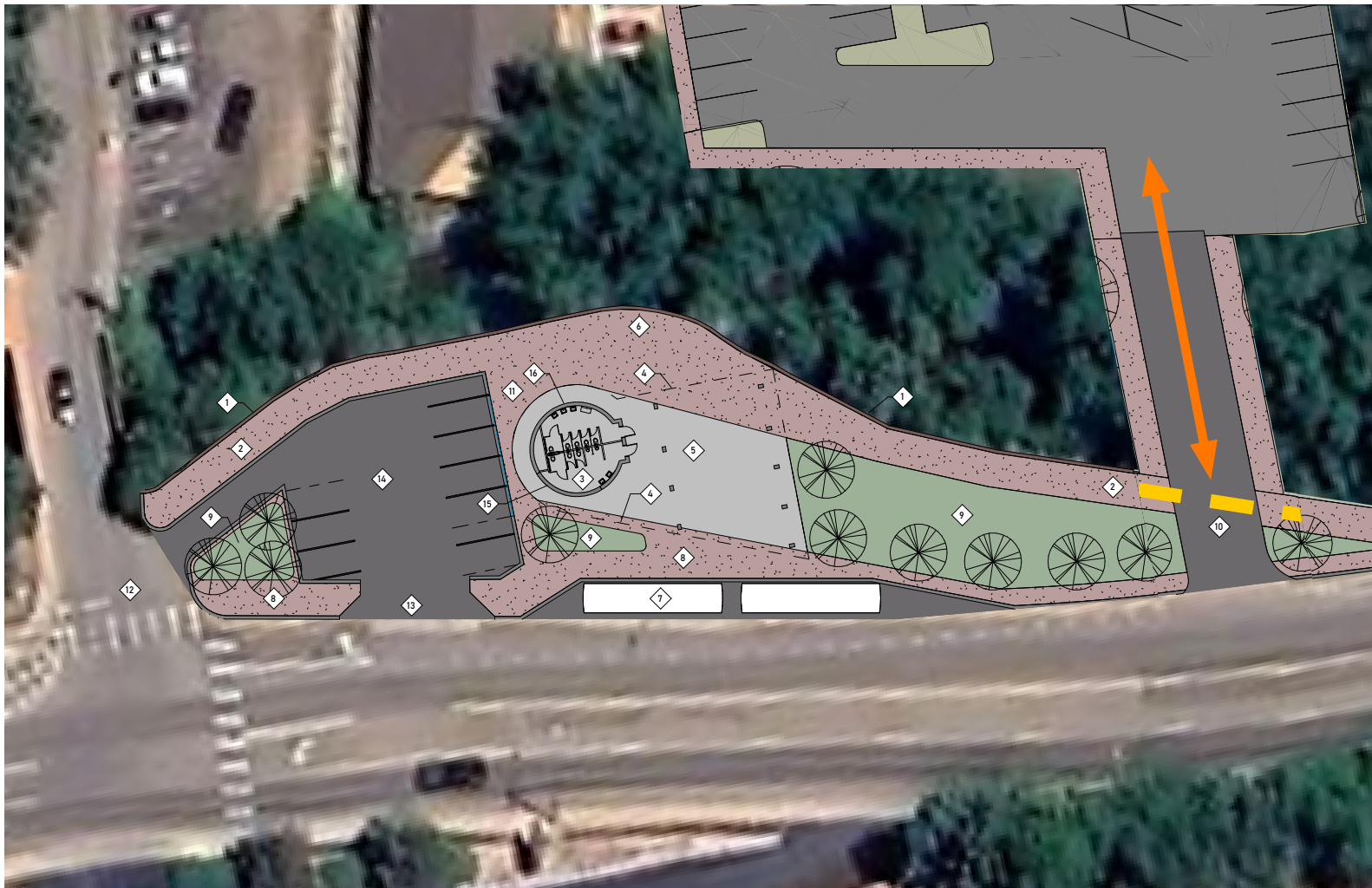
CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN

CHASE - OPTION 1 KEYNOTES

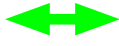
1. DEMO AND REPLACE METAL VEHICLE BARRIER ALONG ENTIRE NORTH EDGE WITH ORNAMENTAL PEDESTRIAN GUARD RAIL
2. NEW 10' WIDE CONCRETE CREEK WALK PATH; MANITOU RED
3. COMPLETE INTERIOR GUT OF EXISTING CHASE BANK BUILDING. REMODEL INTO RESTROOMS. CONCRETE FLOOR, TILE WALLS, WALL MOUNT WATER CLOSET AND LAVATORIES, HEATING ONLY. MATCH HIAWATHA GARDENS RESTROOM SCOPE IN GENERAL.
4. EXISTING CANOPY TO REMAIN. REMOVE EXISTING METAL SIDING AND REPLACE WITH NEW FINISH. ASSUME WOOD RAINSCREEN FOR PRICING. INSTALL NEW EPDM MEMBRANE.
5. COVERED PLAZA. CONCRETE SLAB; MANITOU RED
6. CREEKSIDE SEATING AREA
7. NEW CURB CUT FOR BUS PULL OFF
8. NEW CONCRETE; MANITOU RED
9. NEW PLANTER. ANNUAL BUSHES, PERENNIAL BUSHES, AND TREES
10. NEW VEHICULAR BRIDGE. RE; CIVIL
11. EXISTING BUILDING EXTERIOR WALL TO REMAIN. NEW WOOD RAINSCREEN OVER EXISITNG BRICK FOR PRICING.
12. ROADWAY REPAIR
13. EXISTING CURBCUT TO REMAIN
14. NEW PARKING LOT
15. INFILL EXISTING CURVED 20' X 8' STOREFRONT OPENING. ADD 10 NEW 24X72 WINDOWS WITH FROSTED GLASS.
16. 15 WALL MOUNTED BIKE RACKS

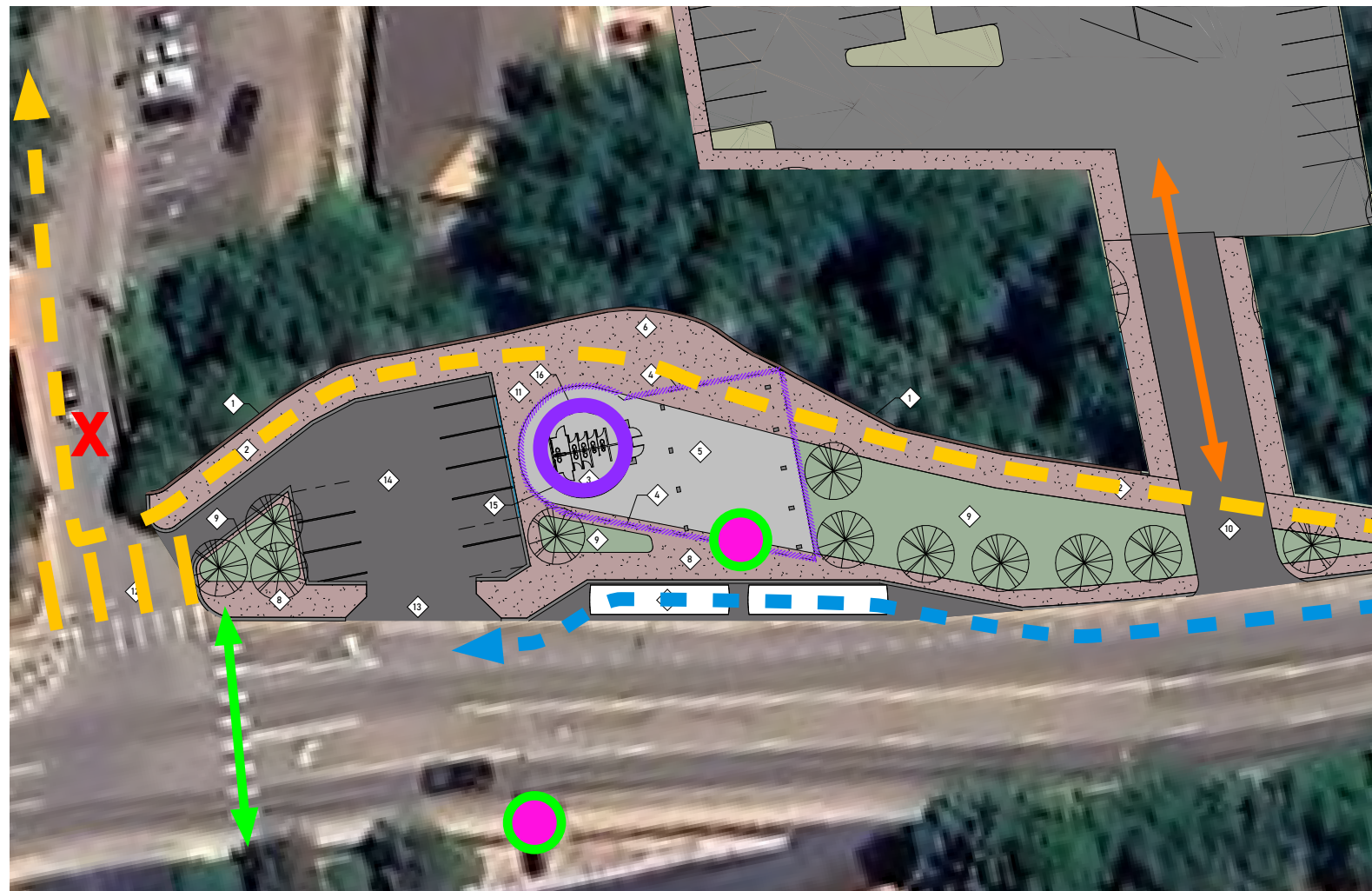


CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN WITH BRIDGE

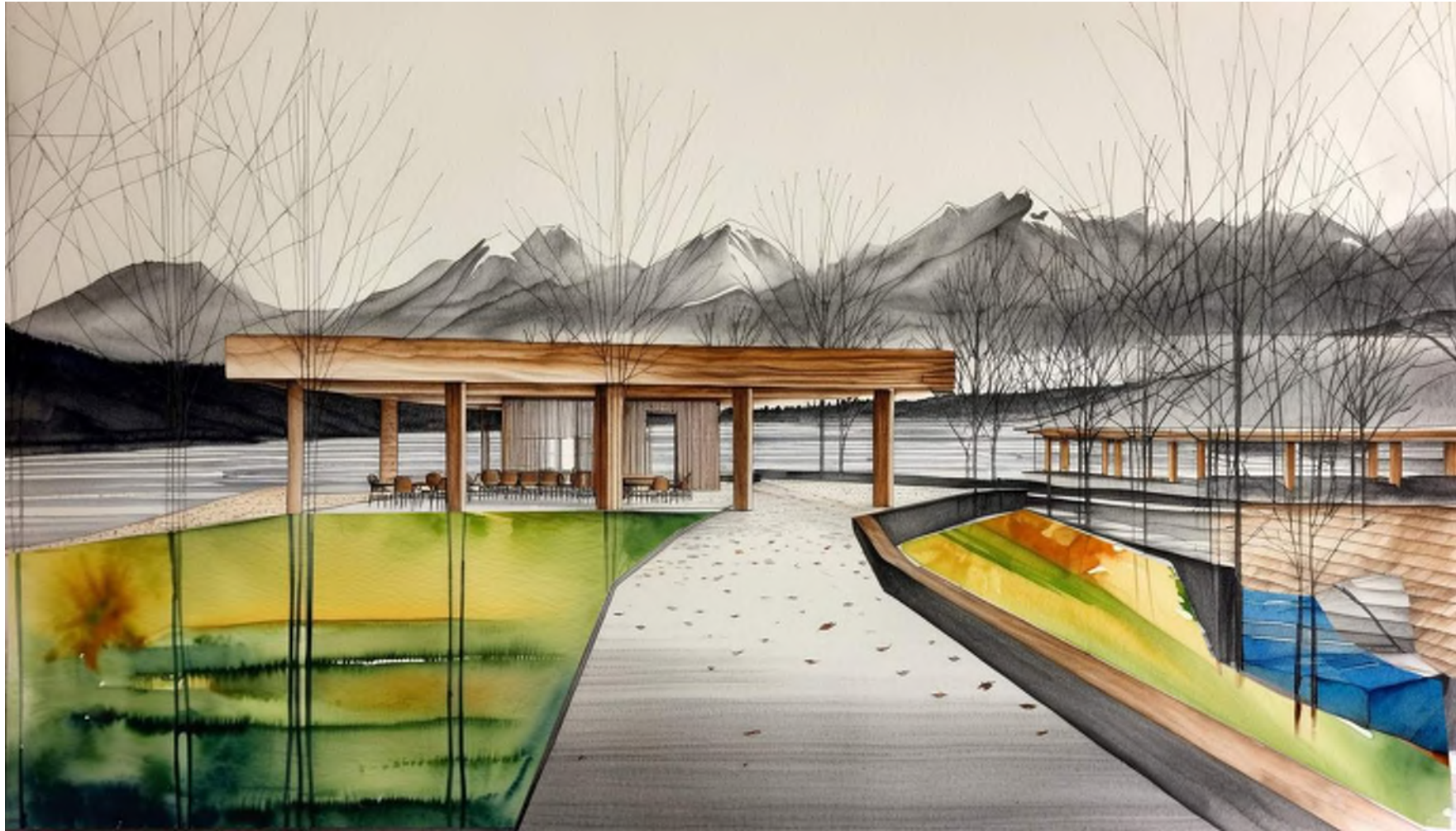
- CREEK WALK TRAIL 
- BUS ROUT 
- BUS STOP ACCESS 
- BUS STOP 
- EXISTING BUILDING RENOVATION 
- EXISTING CANOPY 
- VEHICULAR BRIDGE 
- OLD MAN'S TRAIL MUST BE CLOSED TO VEHICLES WITH BRIDGE 



CITY COUNCIL WORK SESSION

2024-12-03

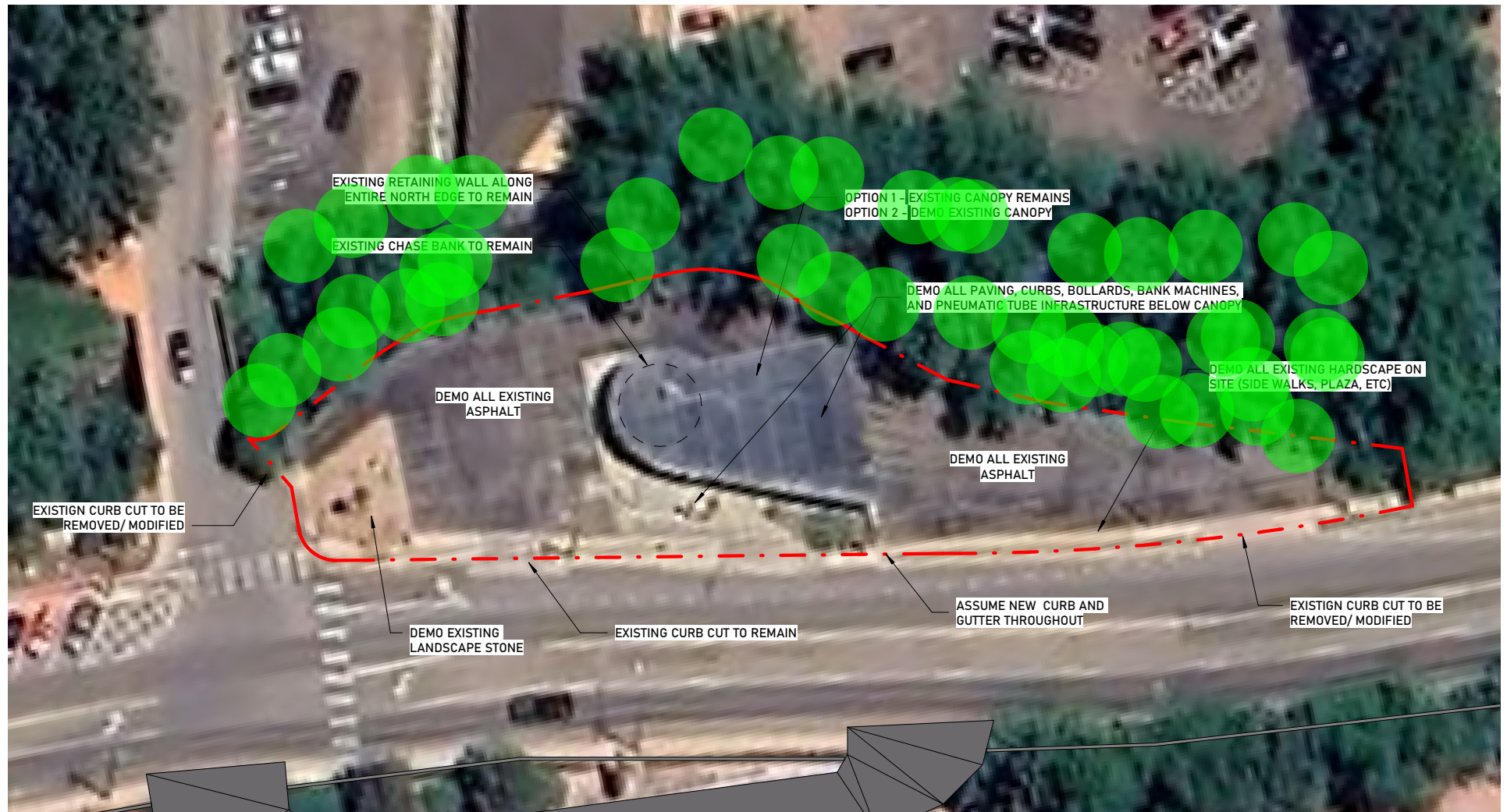
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

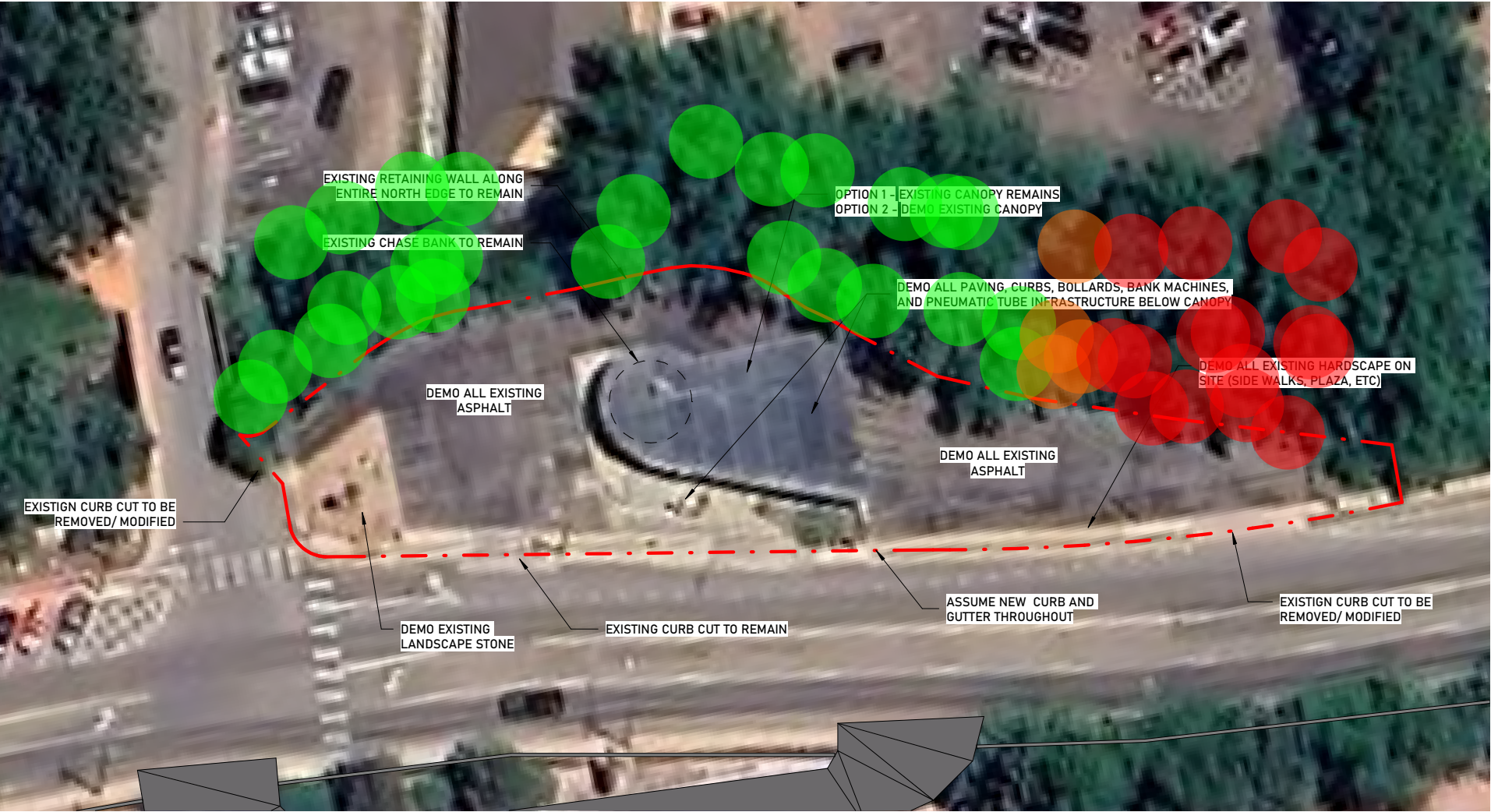
TREE IMPACT ZONE - OPTION 1



CITY COUNCIL WORK SESSION

2024-12-03

TREE IMPACT ZONE - OPTION 1 - WITH BRIDGE



CITY COUNCIL WORK SESSION

2024-12-03

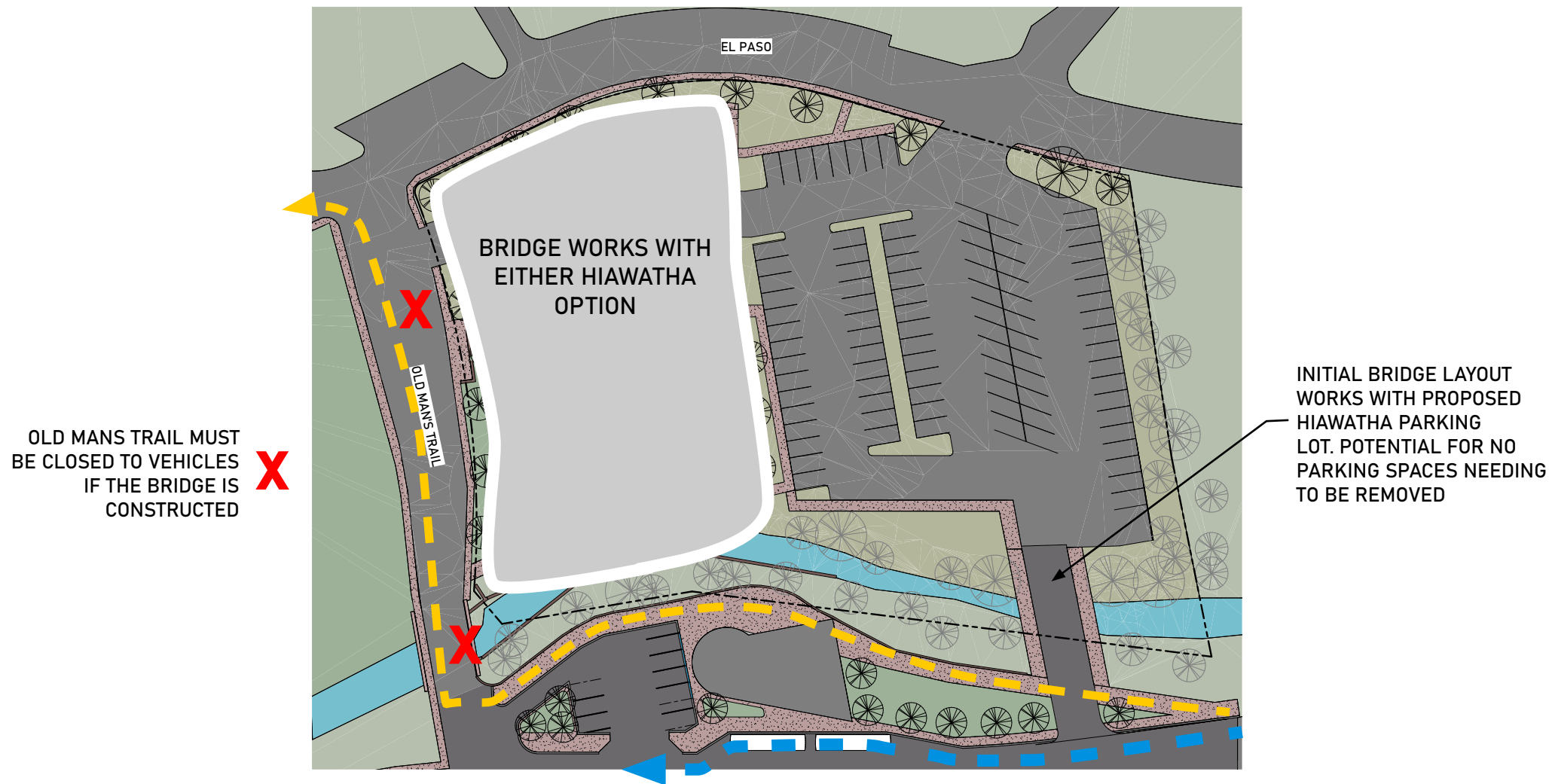
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK - BRIDGE IMPACT ON HIAWATHA GARDENS



CITY COUNCIL WORK SESSION

2024-12-03

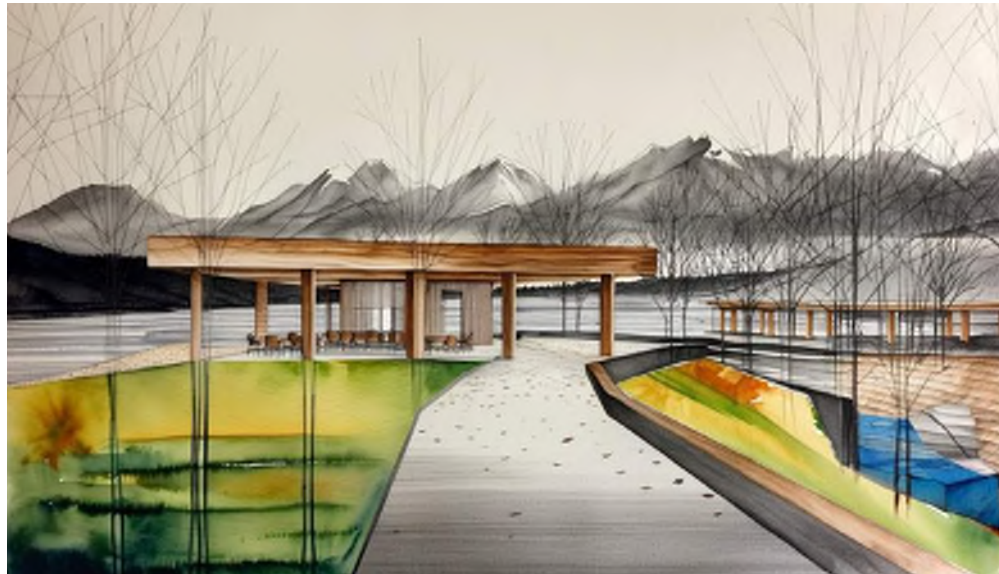
ESTIMATES

Option 1 - Bus Pull Off

Total with 15% Contingency and 4.32% Escalation: **\$2,716,282**

Vehicular bridge (Steel Beam): **\$829,689**

Combined Total: **\$3,545,971**



~~Option 2 - Bus Turn Around~~

~~Total with 15% Contingency and 4.32% Escalation: **\$3,078,117**~~

~~Vehicular Bridge (Steel Beam): **\$829,689**~~

~~Combined Total: **\$3,907,806**~~



CITY COUNCIL WORK SESSION

2024-12-03

ESTIMATES

50' Pedestrian Bridge (not shown in options): \$156,000



CITY COUNCIL WORK SESSION

2024-12-03

HIAWATHA GARDENS DANCE HALL																								
	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26	June-26	July-26	August-26	September-26	October-26	November-26	December-26
Design Meetings																								
Taskforce Update																								
City Staff Check In																								
Historic Preservation Comission																								
City Council Update																								
Community Update																								
Dillon Parking Anticipated Opening																								
Submittal																								
Design & Procurement - Hiawatha Gardens																								
Contract Discussion																								
Schematic Design																								
Design Development																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Construction Documents																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Design & Procurement - Chase Bank Site																								
Cahse Bank - SD																								
Chase Bank - DD																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Chase Bank - CD																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Addendum (As needed)																								
Concept Design Deliverable																								
Schedule portion to be eliminated if possible																								

QUALIFICATIONS FOR

City of Manitou Springs – Hiawatha Gardens Restoration and Design

17 March 2025



1

Cover Letter/ Letter of Interest



PHOTO:
Davis Partnership Architects Offices

17 March 2025

Ms. Erin Ringsred, Planner and Landscape Architect

City of Manitou Springs

606 Manitou Avenue

Manitou Springs, CO



RE: Hiawatha Gardens Restoration and Design
RFP 2025-005

Dear Ms. Ringsred:

On behalf of Davis Partnership Architects, please find the enclosed proposal demonstrating our qualifications to lead the architectural and engineering team for the Restoration and Design of Hiawatha Gardens. We have coalesced a team of experts specific to the needs of this project, supplementing our well-established interdisciplinary practice of architects, landscape architects, interior designers, and signage and experiential designers. The strengths of our team in historic preservation, adaptive re-use, green stormwater infrastructure, floodplain mitigation, and civic space development offers significant value for the City of Manitou Springs. The opportunity to apply those strengths and passions on the Hiawatha Gardens Restoration motivates our team to partner with you on its delivery. We trust our proposal exhibits the experience, expertise, and approach that places the City in a position of success for realizing its vision for Hiawatha Gardens.

On a personal note, Justin DiPietro is excited by the opportunity to again work with the City of Manitou Springs and contribute to the restoration of another enriching, community-centered space. Justin was Project Manager and led the consultant team for the design, documentation, and construction administration of Phase 1 of Soda Springs Park at a previous firm. He also led the design and documentation efforts for phase 2 of Soda Spring Park until establishing his current role as Director of Landscape Architecture at Davis Partnership. Justin was humbled to share a special evening with Gillian Rossi in accepting an ASLA award for phase 1 of Soda Springs Park.

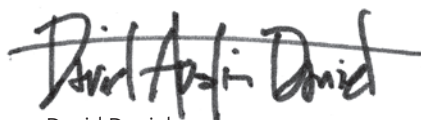
The opportunity to collaborate with the City of Manitou Springs to reinvigorate Hiawatha Gardens and deliver this important civic space is inspiring for our team. We at Davis Partnership often talk about the relationships we build with our clients through close collaboration and delivery of successful projects. We hope that this might be an opportunity to introduce the City to Davis Partnership, earn your trust, and deliver a project that can enrich the lives of the Manitou community.

Sincerely,

Davis Partnership Architects



Justin DiPietro, PLA, ASLA
Director of Landscape Architecture



David Daniel, AIA
Principal

DENVER OFFICE

2901 Blake Street,
Suite 100
Denver, Colorado 80205
TEL (303) 861-8555
davispartnership.com

POINT OF CONTACT

Justin DiPietro
TEL (303) 861-8555
justin.dipietro@
davispartnership.com

davispartnership.com

ARCHITECTURE

**LANDSCAPE
ARCHITECTURE**

PLANNING

INTERIOR DESIGN

LIGHTING

WAYFINDING

design always

2

Firm Information



PHOTO:
The Colorado Health Foundation

Davis Partnership Architects

ROLE
Architecture,
Landscape Architecture,
and Interior Design

For more than 55 years, Davis Partnership Architects has been providing innovative design solutions and earning the trust and respect of our clients and peers alike. The result is an innovative and influential practice, with specialization in architecture, landscape architecture, interior, lighting, and signage design. The firm's integrated approach attracts commissions for a wide range of building types nationally, including commercial, hospitality, multifamily residential, mixed-use, healthcare, higher education, and cultural facilities. Our staff of 145+ strives to understand each client's unique needs and then deliver a solution that successfully integrates the building, its site, and the interiors into a singular, sustainable solution.

Davis Partnership Architects prides itself on being one of the last large independent firms in the Rocky Mountain West. The fact that 90% of our clients are repeat customers is a testament to our long history of outstanding service and performance.

Over this tenure we have received numerous awards and recognitions, including being named "Firm of the Year" by both AIA Denver and Colorado, and the AIA Colorado Innovative Practices Award. Our projects have also graced numerous magazine covers and been featured in local, national, and global publications.

Our Why Statement

Together we are driven to create places that inspire, elevating the joy and dignity of the human experience.

57 **Years in Business**

DEN **Office**
 2901 Blake Street, Suite 100
 Denver, Colorado 80205

145 **Professional Staff**

750 M **in Construction Cost Completed Annually**

91% **Repeat Clients**

7 **Integrated Services**

- Programming
- Master Planning
- Architecture
- Landscape Architecture
- Interior Design
- Lighting Design
- Signage + Experiential Design

250+ **LEED Projects**



Our History

Davis Partnership Architects and its predecessors shaped many of Denver's most prominent landmarks. The legacy began in 1892, when William E. Fisher opened an architectural practice in downtown Denver. In 1905 he was joined by his brother, Arthur A. Fisher, and over the next five decades the firm of Fisher and Fisher grew to become one of the largest and most influential architectural firms in the region, securing prominent commissions including National Jewish Hospital, the Neusteter Department Store, South High School, and major renovations to the Brown Palace.

In 1947 Rodney S. Davis joined the firm, and it was renamed Fisher & Davis in 1959 and continued to secure prominent commissions. In 1967, Rodney S. Davis & Associates was formed and became Davis Partnership Architects in 1980.

Notable Work Over the Years



L. M. Hughes House



Colorado National Bank



B'nai B'rith Infirmary



Littleton Hospital



Du Ritchie Center for Sports and Wellness



Colorado Health Foundation Headquarters



McPhee and McGinnity Building Addition



Voorhees Memorial



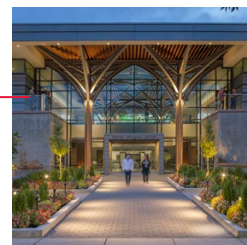
Byron G. Rogers Federal Building



The New Elitch Gardens



Hamilton Building at the Denver Art Museum



Freyer-Newman Center at Denver Botanic Gardens



Litigation

Davis Partnership Architects completes on average \$45 million of design and construction for a wide variety of clients each year. We have one of the lowest litigation/claims experience in the industry. Our approach to claims is to proactively resolve all issues as they arise in a fair and equitable manner. We are very proud that over the last 10 years we have participated in \$424M worth of total revenue and our insurance claims have amounted to only 0.8% of that total.

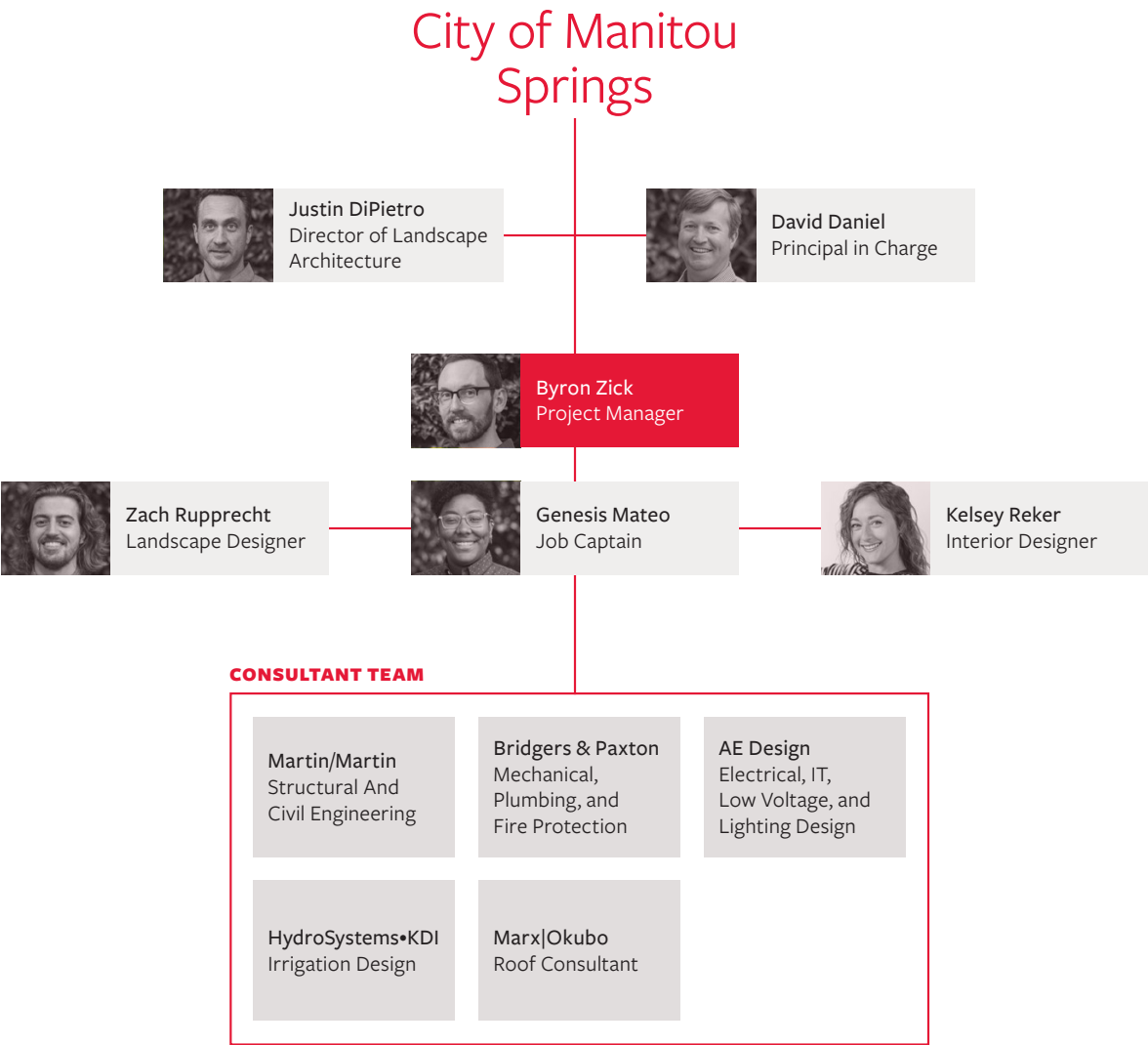
Date	Notice	Description	Status
5/10/2016	Notice of Potential Claim	Peloton Condominium Association – Boulder, Colorado Claim letter for alleged construction defects and deficiencies. No design issues identified.	Closed 9/12/2019 Share of Settlement \$616,036 Paid in arbitration
9/19/2016	Notice of Potential Claim	The Residence of Solaris Condominium Association – Vail, Colorado Claim letter defects of the domestic hot water and recirculation system in some condominium units. Davis Partnership asked to be dismissed from the list of defendants as the systems were not under our responsibility or contract.	Closed 9/25/2017 \$463 Paid
7/20/2017	Notice of Potential Claim	CRMC – Cheyenne, Wyoming Email notice for potential claim related to seamless flooring adhesive failure at Cheyenne Regional Medical Center. Result was a shared settlement.	Closed 10/30/2020 Share of Settlement \$451,200 Paid in arbitration
12/5/2019	Notice of Potential Claim	Modera West – Denver, Colorado Client concerned about contractor completing on time.	Closed 2/14/2024 \$2,341,247 Paid
8/11/2020	Lawsuit by Buyer Against Seller (included Contractor and Design Consultants)	Trovita Rio LLC (Buyer of Apartment Building) Suit alleging negligent misrepresentation and breach of covenant. Settled by Mediation.	Closed 3/22/2023 \$58,643 Paid

3

Availability of Proposed Team



PHOTO:
Freyer-Newman Center at the Denver Botanic Gardens



**Davis
Partnership
Architects**



David Daniel AIA
Principal-in-Charge, Partner

David's expansive portfolio includes institutional, civic, commercial, hospitality and residential projects in both ground-up as well as historically sensitive adaptive-reuse contexts throughout the Rocky Mountain West. This includes leading the design of many of the region's most recognized projects. His eagerness to solve complex programmatic and planning problems is complemented by his dedication to maintaining the highest level of design quality that is not only a source of motivation for his peers but instills a sense of confidence in each of his clients. David finds his satisfaction in successful multi-disciplined team efforts of well planned, designed, and executed projects that stand the test of time from master planning through completion.

Education

Master of Architecture,
University of Colorado
at Denver

Bachelor of Architecture,
University of Virginia

Registration

Licensed Architect:
Colorado, Arizona, Arkansas,
Connecticut, Michigan,
Nevada, New Jersey,
Oregon, South Carolina,
Utah, Washington

Affiliations

American Institute of
Architects (AIA)

Representative Work

The Colorado Health Foundation
Denver, Colorado

- 34,000 sf office building
- "Health-positive" design
- WELL standards

**Denver Botanic Gardens
The Center for Science,
Art & Education**

- 44,500 sf of new construction
- 13,500 sf of renovation

Judi's House / JAG Institute
Aurora, Colorado

- 26,000 sf new construction
- of family grieving center

**The Historic Evans
School Masterplan**
Denver, Colorado

- Historic redevelopment in Golden Triangle neighborhood aimed to revitalize the school and inject mixed uses

Colorado Springs Fine Arts Center*
Colorado Springs, Colorado

- Museum expansion and renovation of historic structure
- 28,000 sf existing
- 45,000 sf new

West Side Project
Greeley, Colorado

- 350-key hotel, 18,000 sf conference center, fitness center, restaurant, and rooftop bar
- 65,000 sf indoor water park with 10,000 sf arcade, food court, climbing feature, party rooms, pub, and beer garden
- Celebration plaza with water features and an amphitheater

One River North

- 193 luxury apartments, 246,500 sf
- Residential, retail, amenity deck with pool, fitness, clubroom and garage
- Signature biophilic "canyon" feature

11th and Cherokee

- 291 apartments, 23-stories
- Residential, retail, and garage

Amacon Block 176

- 291 luxury apartments, 246,500 sf
- Two highrise towers (38 and 32 stories) on a single podium
- Residential, retail, and garage

The Dryden

- 420 units, 715,000 sf
- 19 stories
- Residential, retail, and six-story garage

GID Broadway Station
Denver, Colorado

- 900 apartments, two 11-story buildings
- Residential, retail, and garage

The Broadleaf

- 375 apartments, seven stories
- Residential, retail, and garage

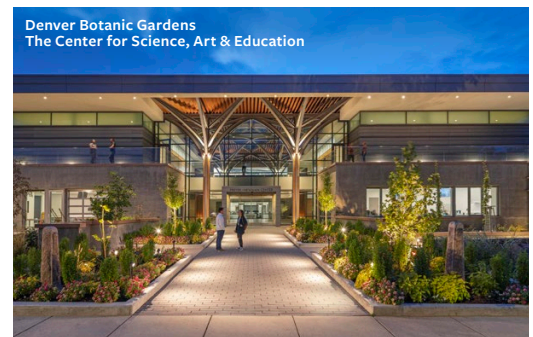
AML 8th and Broadway

- 372 apartments, 607,000 sf
- 16 stories
- Residential, retail, and garage

**Stratos Condominiums
(Snowmass 10AB)**

- 90 luxury condominiums
- Two seven-story buildings with shared parking garage
- Passive house and net zero design principles

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Bachelor of Science of
Landscape Architecture,
Temple University

Registration

Licensed Landscape
Architect: Colorado, Arizona,
Connecticut, Delaware,
Idaho, Illinois, Indiana, Iowa,
Kansas, Maryland, Michigan,
Montana, Nebraska, Nevada,
New Mexico, New York, North
Carolina, North Dakota,
Ohio, Oregon, Pennsylvania,
South Carolina, South
Dakota, Tennessee, Texas,
Utah, Virginia, Washington,
West Virginia, Wyoming

Affiliations

American Society of
Landscape Architects (ASLA)

Urban Land Institute

Awards

**2023 ASLA Award (co/wy)
for Soda Springs Park:
A Revitalized Beginning**
**2024 ASLA Award (PA/DE) for
Sora West: A Community
Vision for a multi-use
development**
**2023 ASLA Award (co/wy) for
Aims Community College:
Campus Transformation**
**2016 Community Design
Collaborative for Outstanding
Team: recognizing exemplary
interdisciplinary collaboration
on Blaine Academic Plus:
Conceptual Design for
Schoolyard Greening**
**2010 ASLA Award (PA/DE) for
Midtown Crossing at Turner
Park**

Justin DiPietro PLA, ASLA

Director of Landscape Architecture

Justin DiPietro brings first-hand Manitou Springs experience, delivering the ASLA Award-winning Soda Springs Park (Phase 1) as project manager with a previous firm. Now established in the Director role at Davis Partnership, Justin is thrilled by the opportunity to again work with the City. He brings deep experience in civic and community-focused work, and a highly collaborative style of engagement with design teams, clients, and stakeholders. The results are projects that provide a seamless user experience between site and structure, vested clients, and enriched communities. Justin's approach to site design is rooted in local context and influences, using an environmentally sensitive perspective to stitch to projects into the surrounding landscape. He believes the design process starts with the client and stakeholders, evolves through the visioning and documentation phases, and continues through the execution of construction. His fulfillment comes from genuine collaboration and projects that enrich the lives of individuals and communities.

Representative Work

Soda Springs Park*

Manitou Springs, CO
– Phase 1 renovation to beloved park
space at heart of Manitou Springs
– Complete: September 2022
– Role: Design collaborator
and Project Manager
– ASLA Award

Lovett Library Park*

Mt. Airy, PA
– 3.5 acres of community space
in conjunction with Library
addition and renovation
– Complete: October 2017
– Role: Design lead and project
manager for site scope

**Schuylkill River Trail,
South to Christian***

Philadelphia, PA
– .25 mile, \$5M, public waterfront
trail and land restoration of
former industrial site, including
two overlook plazas
– Complete: January 2018
– Role: Design lead and
project manager

**Aurora Southeast
Recreation Center***

Aurora, CO
– Outdoor gathering space,
plazas, group exercise terrace
and landscape improvements
associated with \$42MIL,
77,000 SF recreation center
on 600 acre open-space site
– Complete: 2023
– Role: Design lead and project
manager for site scope

**Schuylkill River Trail,
Bartram's to 61st Street***

Philadelphia, PA
– \$4.8M, public waterfront
trail and land restoration of
former industrial site, including
overlook and a fishing plazas
– Complete: November 2021
– Role: Design lead
– Governor's Award for
Environmental Excellence 2023

Western Colorado University

– Accessible Routes*
Gunnison, Colorado
– Cost: \$1.3M
– Improvements to enhance
pedestrian accessibility
and connectivity at various
locations throughout campus
– Complete: 2021
– Role: Design lead and
project manager

University of Delaware

– Alumni Circle*
Newark, Delaware
– A tribute to alumni recognized
for academic and civil service
achievements, integrated
into historic 'Old' campus
– Complete: Fall 2018
– Role: Design lead and
project manager

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Byron Zick AIA, LEED AP

Project Manager, Associate

Byron is a skilled architect with a passion for design, understanding how to translate a clients vision into a functional and engaging environment. He is adept at collaborating with his team to solve complex design issues and bring innovative concepts to reality, on time and on budget. Byron's detail-oriented approach and amiable personality are consistently noted as key to the success of his projects which have included multi-family, commercial, mixed-use, and adaptive reuse.

Representative Work

Education

Master of Architecture,
University of Idaho

Bachelor of Science in
Environmental Design,
University of Oklahoma

Registration

Licensed Architect: Colorado

Affiliations

American Institute of
Architects (AIA)

Certifications

LEED Accredited Professional

Anythink Nature Library
Thornton, Colorado
– 33,000 sf nature library
– 15-acre site on an 140-
acre open space

**Westminster On-Call
Master Planning**
Westminster, Colorado

**Russell House - Evans &
Bannock Apartments**
Denver, Colorado
– 283 units
– 3000 sf restaurant

The Linden Apartments
Denver, Colorado
– 183 luxury apartments
– Nine stories with a 199-stall,
three-story parking garage
– 300,000 sf

Russell House Mixed-use
Denver, Colorado
– 283 market-rate apartments
– Seven stories with a 303-stall,
two-story parking garage
– 400,000 sf

100 Capital Partners
Denver, Colorado
– Office renovation

Westminster Ascent Apartments
Westminster, Colorado
– 255 units
– 23,000 sf retail/restaurant
– LEED Silver

Westminster Aspire Apartments
Westminster, Colorado
– 226 units
– 36,000 sf retail/restaurant
– LEED Silver

Crescent Rio
Tempe, Arizona
– 209 luxury apartments
plus live/work units
– Five stories with a 380-stall, five-
story precast parking structure
– Pool courtyard, two amenity
courtyards, club room, fitness
center, and rooftop terrace
– 375,000 sf

75 East 20th Avenue Condominiums
Denver, Colorado
– 12-story condominiums
– WELLv1 Gold + Energy Star

**Colorado Christian University
Anschutz Student Center**
Lakewood, Colorado
– 600-seat dining hall
– 55,000 sf
– Administrative offices, health
and wellness center

French 75
Denver, Colorado
– 3,567 sf restaurant and bar
– Private dining room and
open kitchen concept

1600 Glenarm Lobby Renovation
Denver, Colorado

**Grand River Canyon
Clubhouse Renovation**
Colorado Springs, Colorado
– Clubhouse renovation

TAVA Waters Clubhouse Renovation
Denver, Colorado
– Clubhouse renovation

Trinity Groves*
Dallas, Texas
– Mixed-use adaptive reuse
with retail and restaurant
– 46,000 sf

Music Row Apartments*
Nashville, Tennessee
– Five-story apartments with
above podium parking

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Master of Science
Interior Architecture,
Jefferson University

Bachelor of Fine Arts
Graphic & Interactive
Design, West Chester
University of Pennsylvania

Affiliations

American Institute of
Architects (AIA)

National Organization of
Minority Architects (NOMA)

**Community
Involvement**

National Organization of
Minority Architects (NOMA)

Genesis Mateo **Assoc. AIA**

Design Professional, Job Captain

Genesis is a design professional with experience in and out of the construction site. Her time at Davis Partnership has been built on her previous military experience leading construction teams and bringing design intents to life. Genesis enjoys providing quality design throughout her projects, whether mixed-use, commercial, or multi-family. Her interest in each project phase and willingness to immerse in each project is evidenced in positive project outcomes.

Representative Work

- | | |
|---|--|
| <p>The Linden Apartments
(5th & Lincoln)
Denver, Colorado
261,097 sf
– 183 units, 9 stories, 199 stalls</p> | <p>U.S. Corps of Engineers,
Office Renovations (details
not disclosed due to
security concerns)*
Camp Arifjan, Kuwait
– Completed 2017</p> |
| <p>Amara (40th & Walnut)
Denver, Colorado
– 305 units, 16 stories, 282 stalls
– Ready to break ground</p> | <p>U.S. Corps of Engineers,
Barrack Construction*
Kandahar, Afghanistan
– 52 units
– Completed 2017</p> |
| <p>GID Broadway Station
Denver, Colorado
– 2 buildings
– 788,807 sf residential,
4,837 sf retail, 568 units,
12 stories, 530 stalls
– 647,350 sf residential, 3,724 sf retail,
462 units, 12 stories, 378 stalls</p> | |
| <p>Stratos Residential
Collection (Snowmass)
Snowmass Village, Colorado
– 89 units, 7 stories (2 bldg), 87 stalls</p> | |

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**

Kelsey Reker **NCIDQ, IIDA**
Interior Designer



Education

Bachelors of Science
Degree in Interior Design
Technology (CIDA Accredited
Design Program), Indiana
University – Purdue
University of Indianapolis

Affiliations

Professional Member of
the International Interior
Design Association (IIDA)

Certifications

NCIDQ Certified

Awards

2023 Patcraft's School of the
Future Award – Westfield
Early Childhood Center

Kelsey Reker came to Davis Partnership in 2021 with a strong background & passion for design. She has helped design countless elementary, middle & high schools that have all made a huge impact on their respective communities. Since working at Davis, Kelsey has tremendously expanded her experience while deep diving into the multi-family, healthcare, and civic markets. She will be the first to tell you that she is always up for a challenge, as continuing to learn from her peers is one of her favorite things.

Kelsey's keen eye for color & finishes has allowed her to become a reliable resource in the Interiors Studio. Not only is she an approachable colleague, but she loves nothing more than seamlessly working through any & all design issues through thoughtful communication and team collaboration. She thrives at bringing her clients' wants & needs to life through vivid Sketchup renderings & excels at technical documentation in Revit. You can see her undeniable passion for design come to life through her projects & client interactions.

Representative Work

HIGHER EDUCATION

The Archive, Yale University
Student Housing
New Haven, CT
– 808 Chapel St and 848 Chapel St

North Carolina Agricultural and
Technical State University
Williams Dining Hall
Greensboro, NC

Adams State University
Central Technology Building
Alamosa, Colorado

Calvin University - Dining Hall
Grand Rapids, MI
– Interior Design
– New Dining Hall with various
food service vignettes

FURNITURE

The Dorsey
Denver, CO
– Furniture/Accessory/Art
procurement for indoor/outdoor
amenity spaces & model units

Modera Golden Triangle
Denver, CO
– Furniture procurement for indoor
& outdoor amenity spaces

3000 Huron
Denver, CO
– Furniture procurement for indoor
& outdoor amenity spaces

K-12 EDUCATION

Van Buren Elementary*
Plainfield, IN
– Interior Design & Furniture –
renovation of corridor, restroom,
classroom, & library spaces

Plainfield Community
Middle School*
Plainfield, IN
– Interior Design & Furniture
– New addition (189,261 sf) &
renovation (10,310 sf) of library,
STEAM Idea Lab, classrooms,
restrooms, staff technology
& 2-story grand corridor
with student commons

Deer Creek Elementary*
Noblesville, IN
– Interior Design & Furniture
– New construction, 2-story K-4
ES with neighborhood style
classroom areas (102,787 sf)

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Bachelor of Landscape
Architecture, Iowa
State University

Awards

2021 ASLA Merit Award
2nd Place, AIA Iowa Convention
Emerging Professionals
Competition,

Experience

6.5 Years Experience (2009)

4 years with Davis
Partnership (2021)

Zach Rupprecht

Landscape Architectural Intern

Zach Rupprecht is a highly motivated and passionate designer intrigued by spaces that create place attachment, build a sense of community, and evoke pro-environmental behaviors. His enthusiasm and hands-on experience contribute to all levels of a project, from high-level spatial planning to detailed constructability. Zach enjoys the challenges of tackling design within constraints and advancing the ideas of clients and project teams. He also prioritizes sustainable practices where possible to maximize the resiliency of designs. As part of the landscape architectural team at Davis Partnership, Zach has provided design support on several project types; including commercial, mixed-use residential, higher education, and healthcare.

Representative Work

COMMERCIAL

NREL RAIL
Golden, Colorado
– Site Design
– Construction Documentation
and Administration

HEALTHCARE

Inner City Health Center
Denver, Colorado
– Site Design
– Regulatory
– Construction Documentation
and Administration

Intermountain Health –
Lutheran Medical Center
Replacement Hospital
Denver, Colorado
– Site Design
– Construction Documentation

Acadia Health – Westminster
Westminster, Colorado
– Planting Design
– Regulatory

Aurora Mental Health Center
Aurora, Colorado
– Master Plan
– Site Design
– Entitlements

MIXED-USE / RESIDENTIAL

The Broadleaf
Amenity Deck, Courtyard
and Streetscape
Aurora, Colorado
Planting design
Construction Documentation

Modera Golden Triangle
Amenity Deck and Streetscape
Denver, Colorado
– Regulatory
– Construction Documentation
and Administration

The Hunter Apartments
Amenity Deck and Streetscape
Colorado Springs, Colorado
– Site Design
– Planting Design
– Regulatory
– Construction Documentation
and Administration

EDUCATION

University of Denver
Kennedy Mountain Campus
Red Feather Lakes, Colorado
– Due Diligence
– Pre-purchase
– Phase One Short Interval
Improvements



*Experience prior to joining Davis Partnership Architects





Martin/Martin

Martin/Martin is a civil and structural consulting engineering firm supported by related services in survey, investigative engineering, and construction management. We have extensive experience designing and planning state, regional, community, and federal parks and open spaces, many of which **feature housing, restrooms, visitor’s centers, bridges, trails, campgrounds, roadway access and parking, transit centers, recreation areas, playgrounds, picnic areas, and swimming pools, often with the need for our in-house floodplain permitting and map revision support.** Our experience in a variety of environments has enhanced our understanding of the importance of preservation and an engineered design to match the aesthetic, environmental, and conservation requirements of each project. During the course of our work, we strive to provide unique approaches to the technical criteria involved while minimizing environmental impacts on our forests, grasslands, waters, and other resources.

ROLE Structural and Civil Engineering

Select Relevant Experience

- City of Manitou Springs Hiawatha Gardens Historic Preservation
Manitou Springs, CO
- Colorado Parks and Wildlife (CPW)
Bear Creek State Park Visitor Center
Infrastructure Planning
Lakewood, CO
- City and County of Denver (CCD)
City Park Golf Course Regional Flood Control and Water Quality Facility
Denver, CO
- CCD 16th Street Mall Reconstruction
Denver, CO
- CCD Wellshire Inn Gable Wall
Assessment and Repair
Denver, CO
- Vail Recreation District
Lionshead Transit Center
Vail, CO
- National Park Service (NPS) Glacier
National Park Apgar Transit Center
West Glacier, MT
- NPS Timpanogos Cave National Monument Vault Restroom
American Fork, UT
- NPS Great Basin National Park Lower Lehman Campground and Bristlecone Parking Lot
Baker, NV

Martin/Martin

Peter S. Buckley PE

Principal, Civil Engineering



Peter has experience in the various phases of civil engineering design and is a proven and successful project manager. He is a seasoned civil engineer with 23 years of progressive site development, project engineering, and management success. He specializes in parks and sites, mixed-use, retail, hospital/healthcare, university, K-12, and residential developments with both structured and surface parking solutions. Peter is an organized manager focused on exceeding client expectations, professional document preparation, and delivery. He is able to provide good judgment and coordinate resources to accomplish project goals on time and within budget. He enjoys building long-term relationships with clients; his drive and success is fueled by working on unique and exciting projects.

Education

BE, Civil Engineering
University of Wollongong,
Australia, 2001

Registration

Professional Engineer
CO No. 40671

Affiliations

American Society of
Civil Engineers

Experience

23 Years in Industry
23 Years with Martin/Martin

Representative Work

University of Denver James C.
Kennedy Mountain Campus
Red Feather Lakes, CO

Arkins Promenade
Denver, CO

Rolland Moore Park
Fort Collins, CO

Pleasant View Community Park
Golden, CO

The Bay Aquatics Park Phase 4
Broomfield, CO

Berthoud Arboretum
Berthoud, CO

Gold Strike Park
Arvada, CO

Perry Park Country Club Master Planning
Larkspur, CO

University of Colorado Colorado
Springs Stanton Roundabout
Colorado Springs, CO

Auraria Higher Education Center Tivoli
Quadrangle Phase 1 and 2
Denver, CO

Town of Castle Rock Lost Canyon
Open Space Master Plan
Castle Rock, CO

Montava Mixed-Use Development Master Plan
Fort Collins, CO



Martin/Martin

Ryan D. Byrne PE, CFM, LEED AP

Principal, Civil Engineering, Floodplain Engineering



Education

BS, Civil Engineering
Colorado State
University, 2007

Registration

Professional Engineer
CO No. 45903

Certified Floodplain Manager

LEED Accredited Professional

Affiliations

Association of State
Floodplain Managers

Experience

17 Years in Industry
17 Years with Martin/Martin

Ryan has spent his 17-year career providing hydrology and hydraulic analysis and design services throughout Colorado. His extensive experience has made him a proven resource for his clients, who rely on his knowledge and skills to achieve exceptional results. Ryan's diverse portfolio includes analysis and design implementation for culverts, bridges, natural channel design, custom hydraulic structures, storm sewer outfalls, aggradation and degradation mitigation, and riverine scour countermeasures. Ryan's extensive experience has given him a unique understanding of the Federal Emergency Management Agency (FEMA) map change and local floodplain permitting process, enabling him to streamline project delivery. He is known for working closely with federal, state, and local municipalities to deliver an equitable solution for stakeholders, making him a trusted partner for projects.

Representative Work

West Fork of Second Creek Stream
Improvements and Regional Trail
Denver, CO

City and County of Denver City Park Golf Regional
Flood Control and Water Quality Facility
Denver, CO

Hoffman Way Parallel Drainage System
Thornton, CO

Soda Creek Drainage Crossing
Summit County, CO

Rock Creek Drainageway H Improvements
and Low-Water Crossings
Lafayette, CO

City of Aurora Colorado Rapids Youth Soccer
Club Gates South Field Bridge Replacement
Aurora, CO

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

Lone Tree Golf Course Cart Path
Underpass Improvements
Lone Tree, CO

High Point Blvd at West Fork of Second Creek Bridge
Denver, CO

US Air Force Academy Tri-Intersection Bridge
Colorado Springs, CO



Martin/Martin

J. Matthew Dezort PE

Associate, Structural Engineering



Matt's expertise includes structural design for reinforced, cast-in-place, precast, and/or reinforced post-tensioned concrete; structural steel; reinforced masonry; and wood. He regularly uses Building Information Modeling (BIM) and associated programs such as Architectural Desktop and Revit to clearly and visually depict his designs. Matt provides structural engineering services for numerous renovation projects for parks and recreation, bridges, higher education, healthcare, K-12, cultural facilities, and playground structures.

Education

BS, Architectural Engineering
University of Kansas, 2005

Registration

Professional Engineer
CO No. 44105

Affiliations

American Institute of
Steel Construction

Design-Build Institute
of America

AIA-AGC-ACEC Colorado
Liaison Committee (A3LC)

Experience

19 Years in Industry

19 Years with Martin/Martin

Representative Work

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

National Park Service (NPS) Rocky Mountain
(ROMO) Reconstruct Employee Housing
Grand County, CO

Foothills Parks & Recreation District
6th Avenue Park and Pool
Littleton, CO

NPS Jean Lafitte National Historical Park and Preserve
(JELA) Trail Improvements at Barataria Preserve
New Orleans, LA

Broomfield Community Center Reconstruction
Broomfield, CO

NPS ROMO National Park Moraine Park
Campground and Headquarters Utilities
Estes Park, CO

Jefferson County Dinosaur Ridge
Diversion Wall Inspection
Lakewood, CO

University of Denver James C. Kennedy
Mountain Campus Phase 1
Red Feather Lakes, CO

NPS Timpanogos Cave National
Monument Vault Restroom
American Fork, UT

University of Colorado Colorado Springs
Parking Garage and Recreational Field
Colorado Springs, CO



Martin/Martin



J. Logan Erf PE

Senior Project Engineer, Bridge Engineering

Logan has 13 years of experience providing bridge and structural design and inspection services for private and government entities. He has spent the last seven years focused specifically on bridge design and inspection including element-level inspections and pre-stressed design. National Bridge Inspection Standards (NBIS)-certified with Society of Professional Rope Access Technicians (SPRAT) rope access training for structural inspection, Logan has provided condition appraisals, load ratings, and prioritized maintenance needs for more than 3,000 minor structures and 140 full-scale bridges.

Education

BS, Civil Engineering –
Structural Emphasis
New Mexico State
University, 2013

Registration

Professional Engineer
CO No. 55837

CERTIFICATIONS

NBIS-Certified
Bridge Inspector

Bridge Inspections Team
Leader, State of Colorado

SPRAT Certified Industrial
Rope Access Training Level 1

NHI 130087 – Inspection
and Maintenance of Ancillary
Highway Structures

New Mexico State University
Safety Inspection of In-Service
Bridges Federal Highway
Administration (FHWA)
- Approved Course

Experience

13 Years in Industry

8 Years with Martin/Martin

Representative Work

US Air Force Academy Tri-Intersection Bridge
Colorado Springs, CO

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

UCHealth Greeley West Lot Pedestrian Bridge
Greeley, CO

University of Colorado East Campus Pedestrian Bridge
Boulder, CO

High Point Boulevard Bridge
Denver, CO

City of Englewood West Dartmouth
Bridge Construction Management
Englewood, CO

US Forest Service (USFS) Willow
Creek Bridge Replacement
Gunnison County, CO

National Western Stock Show Sheep
Bridge and Water Tower
Denver, CO

Great Smoky Mountains Railroad Bridge Evaluations
Bryson City, NC

Grand Canyon Railway 2017 Bridge Evaluation
Williams, AZ

Durango & Silverton Narrow Gauge
Railroad Bridge Ratings
Durango, CO

USFS Spring Creek Bridge 3 and 4 Replacements
Gunnison, CO



Martin/Martin



Nicole E. Lane PE, SE, LEED AP

Principal, Investigative Engineering, Historic Preservation

Nicole has 26 years of experience in structural design for a variety of facilities from different eras of construction. She specializes in feasibility studies, assessments, restoration, renovation, and adaptive reuse of historic structures. Nicole incorporates the requirements of the Secretary of Interior’s Standards for Rehabilitation in her work and also provides comprehensive investigation, analysis, and repairs for structural failures and deterioration.

Education

BS, Architectural Engineering
University of Texas, 1999

Registration

Professional Engineer
CO No. 38116

Structural Engineer
UT No. 9187442-2203

LEED AP

Affiliations

Association for Preservation
Technology International

Association for Preservation
Technology – Rocky
Mountain Chapter

City of Lakewood Historic
Preservation Commission

Experience

26 Years in Industry

19 Years with Martin/Martin

Representative Work

City of Manitou Springs Hiawatha
Gardens Historic Preservation
Manitou Springs, CO

Colorado Parks and Wildlife Chatfield State Park
Precast Bathroom Structural Investigation
Littleton, CO

City of Aurora Plains Conservation Center
Aurora, CO

US Forest Service Shadow Mountain Village
Grand Lake, CO

Redtail Cabins Historic Structures Assessment
Gilpin County, CO

Bureau of Land Management
San Pedro House Structural
Assessment
Sierra Vista, AZ

Tomeo House Historic Structures Assessment
Louisville, CO

NPS Timpanogos Cave National
Monument Vault Restroom
American Fork, UT

City and County of Denver Wellshire Inn
Gable Wall Assessment and Repair
Denver, CO

Sloan’s Lake Boardwalk Replacement
Denver, CO

Grant Street Mansion Renovation
Denver, CO

Wright Opera House Historic Preservation
Ouray, CO

Pitkin County Courthouse Renovation
Aspen, CO





Bridgers & Paxton

In 1951, two former Los Alamos Labs mechanical engineers, Frank Bridgers and Don Paxton, founded the company we know of today as Bridgers & Paxton Consulting Engineers. Over the last seven decades we've added electrical, fire protection, instrumentation & controls engineering and a range of other services like energy modeling, BIM and technology design.

B&P has grown to a company of over 135 employees, three offices (Colorado Springs, Albuquerque and Phoenix), and a well-respected reputation. We have pushed the boundaries of engineering and technology, starting with the world's first solar-heated commercial building in 1956. Today, we have 21 LEED Accredited Professionals with 110 LEED Certified Projects ranging from Certified to Platinum. As well, B&P has designed several CHPS Certified Schools to include Mapleton Public Schools and 2 High Schools in Pueblo currently under design.

Leveraging technology, our design team uses Autodesk Revit BIM (Building Information Modeling) to provide owners and teaming partners with 3D Design Modeling. This interactive software provides collision detection, saving both money and time. Our firm has 24 BIM Certified Professionals and designed 808 Projects in BIM, totaling over 25 million square feet of BIM Revit design.

Our Colorado Springs office was established in 2010 and currently has a team of 20 employees providing engineering design for K-12 schools, higher education, government, military, medical, hospitality, manufacturing and other commercial services.

Our Colorado office, led by Owner/Principal-in-Charge Steve Taylor, PE, includes 6 Licensed Professional Engineers. 3 Senior Mechanical Engineers, 2 Senior Electrical Engineers and a Senior Electrical Designer. Our team has 2 Revit Certified Professionals, 1 WELL Accredited Professional and 2 NCQLP Lighting Certified Professionals.

B&P has worked with the City of Manitou Springs, Colorado Springs, Pueblo, Castle Pines, Castle Rock and Aurora.

ROLE
Mechanical Engineering, Plumbing Engineering and Fire Protection

Select Relevant Experience

- City of Manitou Springs Mobility and Parking Facility
- City of Manitou Springs Pollination Station
- City of Colorado Springs City Administration Building Renovation
- City of Colorado Springs Public Works Building Renovation Concept
- City of Colorado Springs New Fire Station #24
- City of Colorado Springs Fire Station #25 Remodel & Addition
- City of Castle Rock Fire Station 156 & Fleet Facility
- City of Castle Pines New City Hall (Design)
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- City of Delta Armory Police Community Safety Center - D-B
- City of Lamar Public Safety Building Assessment and Renovation
- Colorado Army National Guard Alamosa New Readiness Center
- Jefferson County Conference Center
- Jefferson County General Office Remodel Master Plan
- Pueblo Municipal Justice Center PMJC Chiller/Boiler Replacement
- Pueblo West Metro District New Administration Building
- Adams State University Richardson Hall Renovation

**Bridgers &
Paxton**

Steve Taylor PE

Principal, Office Leader, Lead Mechanical Engineer



Steve Taylor is a Principal and Office Leader for B&P's Colorado Springs regional office. His project experience includes project management and mechanical engineering design for healthcare, commercial, industrial, and educational facilities. Steve's design experience includes: facility assessment studies, pre-design investigation, heating and cooling load calculations, traditional HVAC system design, energy efficient HVAC; medical and laboratory gas, process piping, heat recovery systems, central plant, Divisions 21, 22 & 23 specification editing, EMCS, sequence of operation editing, LEED documentation and submission, and IECC compliance verification. Steve has completed energy simulations and life cycle cost analysis for both LEED and non-LEED buildings.

Education

Bachelor of Science,
Architectural Engineering
Kansas State University

Registration

Licensed Colorado
Engineer #046750

Affiliations

Member, American Society
of Heating, Refrigerating and
Air-Conditioning Engineers
(ASHRAE), Member

LEED Accredited

Representative Work

City of Colorado Springs City
Administration Building Renovation

City of Colorado Springs Public Works
Building Renovation Concept

City of Colorado Springs New Fire Station #24

City of Colorado Springs Fire Station
#25 Remodel & Addition

City of Castle Rock Fire Station 156 & Fleet Facility

City of Castle Pines New City Hall (Design)

City of Pueblo Mineral Palace
Atrium HVAC Replacement

City of Delta Armory Police Community
Safety Center - D-B

City of Lamar Public Safety Building
Assessment and Renovation

Colorado Army National Guard
Alamosa New Readiness Center

Jefferson County Conference Center

Jefferson County General Office Remodel Master Plan

Pueblo Municipal Justice Center PMJC
Chiller/Boiler Replacement

Pueblo West Metro District New
Administration Building

Adams State University Richardson Hall Renovation

City of Aurora Three New Fire Stations #15 #16 #5

Norris Penrose Event Center

Widefield Water & Sanitation District
Admin Building City of Fountain

City of Colorado Springs Pioneer
Museum Gazebo Renovation

Cheyenne Mountain Zoo Giraffe Exhibit & Gift Shop

Cheyenne Mountain Zoo Edventure Building

Cheyenne Mountain Zoo Hippo Penguin Exhibit



AE Design

Who We Are & What We Do

At AE Design, we are passionate about making our clients’ lives easier through the design of unique integrated lighting, technology and electrical solutions. We achieve exceptional results through proactive collaboration, a focus on responsible design, and a people-centric culture grounded in expertise and high-touch service.

Our dedication to great design and our leading-edge solutions to even the most technical engineering challenges allow us to consistently maximize our clients’ long-term investment. We proactively keep up with new and current technology, and this firm-wide hunger for learning and delivering the very best solutions for our clients shines through on every project we design.

Why AE Design? - How We Cultivate Community

Over the last 21 years, AE Design has successfully delivered a wide range of community enrichment and park restoration projects with various scopes including amenities like pavilions, art installations, and trails. These projects respect the unique needs of their communities and the cultural significance of the areas, with energy savings planning and ease of upkeep always at the top of mind. Many involved consideration for neighborhood architectural styles, design of sustainable systems, and integrated lighting, electrical, and technology design into existing or historic structures.

We come to the table ready to listen with solutions that will uphold the design intent and support project goals and budgetary parameters. By keeping innovative, sustainable solutions at the forefront of everything we do, we believe our expertise sets us apart and makes us an ideal partner to aid in the restoration of Hiawatha Gardens.

ROLE

Services

- Lighting Design
- Electrical Engineering
- Audio / Video Design
- Technology Services
- Commissioning
- Theater Systems

AE Design



Education

University of Colorado,
Boulder
Bachelor of Science,
Architectural Engineering

Affiliations

Certified Commissioning
Authority

Illuminating Engineering
Society of North America

International Association of
Lighting Designers Member

LEED Accredited Professional

National Council of Examiners
for Engineering and Surveying

USGBC Member

WELL Accredited Professional

International Living Future
Institute Member

Jon Brooks PE, IALD, WELL AP, LEED AP BD+C, CXA

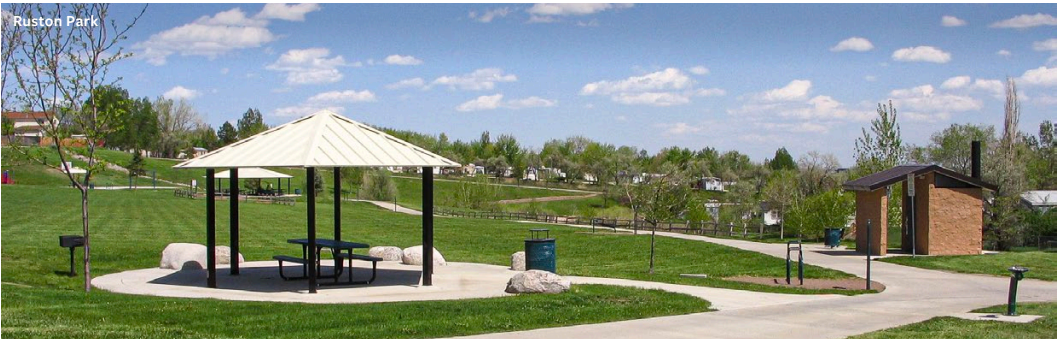
Principal

Jon Brooks has over 29 years of experience in the electrical engineering and lighting design fields and helped to found AE Design in 2004. He provides the expertise and coordination commitment required for lighting, power systems, and sustainable systems.

Energy savings are always top-of-mind and Jon applies strategies to reduce energy usage on every project even when not seeking certification such as LEED. His dedication to maintaining an up-to-date knowledge base on ever changing electrical technologies and standards provide the most appropriate solution for each project and owner.

Representative Work

- | | |
|---|--|
| John Meade Park Restroom,
Cherry Hills, CO | NPS SCBL Visitor Center Historic
Structure Report & Cultural
Landscape Report, Scotts Bluff
National Monument, NE |
| Milliken Park Restroom,
Englewood, CO | Auraria Campus 9th Street Historic
District Historic Structures Report,
Denver, CO |
| NPS MEVE Restrooms, Mesa
Verde National Park, CO | United States Air Force
Academy Tri-Intersection
Bridge, Colorado Springs, CO |
| NPS DEVA Bunkhouse, Restroom,
and Parking Lot,
Death Valley National Park, CA | High Point Boulevard & West
Second Bridge, Denver, CO |
| Discovery Park Restrooms,
Overlook, and Picnic
Pavilion, Aurora, CO | McNichols Civic Center
Public Space & Exhibit
Renovations, Denver, CO |
| Bond Park Picnic Pavilion,
Estes Park, CO | Everland Immersive Art
Park, Salida, CO |
| Eisenhower Park Picnic
Improvements, Denver, CO | Soda Springs Park,
Manitou Springs, CO |
| Whirlpool Parking Lot
Expansion, Aurora, CO | Erie Community Park
Amenities, Erie, CO |
| NPS OZAR Big Spring Lodge
and Cabins Historic Structures
Renovations,
Ozark National Scenic
Riverways, MI | Prairie Lakes Open Space
Master Plan, Brighton, CO |
| NPS GRCA Maswik Lodge Historic
Structure Report,
Grand Canyon National Park, AZ | |



AE Design



Melina Saunders **EI, Assoc. IALD, LEED GA, CxA**

Senior Project Manager

Melina brings her creativity, devotion, and problem-solving skills to both her technical electrical designs and creative lighting designs.

Melina's strong commitment to the quality of the project shows through the accurate, timely and detailed coordination among the architectural team, interior team and project owner on every detail. She always works towards the optimal design: practical, energy efficient, and fitting the needs and goals of the client.

Education

University of Colorado,
Boulder
Bachelor of Science,
Architectural Engineering

Affiliations

Commissioning Accredited
Professional

International Association of
Lighting Designers Member

LEED Accredited Professional

USGBC Member

Representative Work

NPS DEVA Bunkhouse, Restroom, and Parking Lot, Death Valley National Park, CA	Auraria Campus 9th Street Historic District Historic Structures Report, Denver, CO
NPS TICA Restrooms, Timpanogos Cave National Monument, UT	Centaur Village Patio & Art Work Lighting, Lafayette, CO
Horizon Uptown Development Parks & Event Pavilion, Aurora, CO	E470 Plaza B Redevelopment, Aurora, CO
Denver Pavilions Lighting Design, Denver, CO	Downtown Westminster Center Park, Westminster, CO
NPS GATE Jacob Riis Parking Rehabilitation, Gateway National Recreation Area, NY	Soda Springs Park, Manitou Springs, CO
NPS OZAR Big Spring Lodge and Cabins Historic Structures Renovations, Ozark National Scenic Riverways, MI	Delta Park, Greeley, CO
NPS GRCA Maswik Lodge Historic Structure Report, Grand Canyon National Park, AZ	England Park Renovation, Westminster, CO
NPS SCBL Visitor Center Historic Structure Report & Cultural Landscape Report, Scotts Bluff National Monument, NE	Bear Creek Lake Park Master Plan, Lakewood, CO
Colorado Asian Pacific United Historic Marker & Mural Lighting, Denver, CO	





HydroSystems•KDI

ROLE **Irrigation Design**

HydroSystems was created in 1993 to meet the irrigation planning and design, water auditing and management, construction observation and management needs of the landscape industry in the Rocky Mountain Region. Hydrosystems started with a staff of two and grew to seven until August of 2002, when Hydrosystems and KDI Designs merged companies, in a need to increase the staff size to keep up with the ever-increasing demand of the irrigation industry. We moved our offices to Lakewood to accommodate the increased staff size, where we are currently located today. Today we have grown to a staff of ten and total over one hundred ninety combined years of experience in the irrigation system construction and design environment. We are uniquely qualified to meet the needs of our clients and project owners and HydroSystems•KDI is dedicated to provide a level of service and technical expertise in irrigation system design that is unmatched in the consulting industry.

Our staff currently consists of eight employees, all of which are irrigation system designers. HydroSystems•KDI, Inc. currently utilizes AutoCAD version 2021 for all planning and irrigation design efforts. We utilize our own irrigation design software that overlays onto ACAD, developed and design for our own internal use, by members of the staff. We also have GPS equipment that we use for basic spot surveys and GPS located as-built plans. Jill Bersano or Ken DiPaolo (CID) will act as the Principals in charge overseeing a designated Senior Associate for each individual project, who will then be responsible for assembling an internal team, scheduling, all planning, design and overall coordination issues as well as preparation of the project manual. Jill, Ken and the staff that are assigned to the project will attend all meetings with the Design Team. Tom Beall (CID) will handle any irrigation system pump and water feature mechanical system designs. Hugo Ochoa or Omar Vasquez will take care of all on-site inspections and John Keesen will handle all of the water management and audits, as well as some on-site inspections.

Personnel

Jill Bersano: President, Principal, Designer

Ken DiPaolo, CID: Vice President, Principal, Designer

Tom Beall, CID: Senior Associate, Designer, Water Feature Mechanical System Design, Irrigation System Pump Design

Amber Clark, CID, Texas Irrigator Lic., QWEL: Principal, Senior Associate, Designer

John Keesen, CLIA: Principal, Senior Associate, Designer, Water Audits, Water Management

Kameron Craig, Texas Irrigator Lic.: Associate, Designer

Hugo Ochoa, QWEL: Senior Associate, Field Personnel

Heater Carr: Associate, Designer

Tim Thorngate: Associate, Designer

Omar Vasquez: Associate, Designer, Field Personnel

Hydrosystems•KDI

Jill Bersano

President, Principal, Project Manager

Education

Red Rocks Community College – CAD Certification

Metropolitan State University of Denver – Bachelor of Science in Management

Affiliations

Member of IA (Irrigation Association), Level 2 Testing

Certified with Green Industries of Colorado

Certified with The Town of Castle Rock

QWEL, Qualified Water Efficient Landscaper

Mrs. Bersano is President and owner of HydroSystems•KDI and manages all irrigation system designs, planning, production, scheduling and construction observation work.

Mrs. Bersano began her career in 2000 at KDI Designs, specializing in contractor design-build irrigation projects. In August 2002, KDI Designs merged with HydroSystems and Mrs. Bersano assumed a project manager position in HydroSystems•KDI, Inc. In 2014, Mrs. Bersano became part owner of HydroSystems•KDI, Inc. and was Vice President until January of 2018 when she became the majority owner/President and has restructured the company, responsibilities and officers. She also assists in company management, operational functions, including bookkeeping and invoicing. Mrs. Bersano is a graduate of Metropolitan State University of Denver with a degree in Business Management.

Mrs. Bersano is a Principal of HydroSystems•KDI and acts as a Project Manager for select projects, specializing in large community developments and city projects.

Representative Work

Arista Broomfield, Colorado	Dry Creek Community Park Longmont, Colorado	Crystal Valley Ranch Castle Rock, Colorado
Backcountry Highlands Ranch, Colorado	Lake Minnequa Park Pueblo, Colorado	Westerly Creek Denver, Colorado
Wheatland's Aurora, Colorado	Prairie Center Commerce City, Colorado	Sterling Ranch Douglas County, Colorado
Southlands Aurora, Colorado	Parkfield Lake Park Denver, Colorado	C70 Cover Top Park Denver, Colorado
Erickson Wind Crest Highlands Ranch, Colorado	Castle Rock Adventist Hospital Castle Rock, Colorado	Barefoot Lakes Firestone, Colorado
The Meadows Castle Rock, Colorado	Midtown Adams County, Colorado	Looking Glass Parker, Colorado
Leyden Rock Arvada, Colorado	Colfax & Lipan Medians Denver, Colorado	Painted Prairie Aurora, Colorado
Ridgegate Lonetree, Colorado	Peoria Crossing Denver/Aurora, Colorado	Windler Aurora, Colorado
Adams County Government Center Brighton, Colorado	Amber Creek Thornton, Colorado	
Harvest Junction Longmont, Colorado	Rockinghorse Aurora, Colorado	

Hydrosystems•KDI

Ken DiPaolo

Vice President, Principal, Project Manager

Education

University of Colorado –2 years (General Studies)

Mechanical Drafting Certificate from Siebel School of Drafting

Affiliations

IA Certified Irrigation Designer – Golf Course Design

Mr. DiPaolo is Vice President and owner of HydroSystems•kdi and helps manages irrigation system design, planning, production, scheduling and construction observation work. Mr. DiPaolo began his career in irrigation as an irrigation designer at The Warner Company, a local wholesale supplier, in 1976. In 1988 The Warner Company sold out to Ferguson Enterprises and Ken opened a new wholesale irrigation supply business called Westurf Distributors. Ken was an operating partner and owner in Westurf Distributors until October 1999 when he sold the business to United Green Mark. Throughout the 23 years in the wholesale supply business Ken provided design-built irrigation designs at the contractor level. Ken developed several design programs that are still being utilized to educate Contractor’s in the Denver area. Ken also taught basic irrigation design and installation at Arapahoe Community College, in Colorado, for five years. In 2000, Ken opened a small irrigation design and consulting business called KDI Designs, specializing in contractor design-built irrigation projects. In August 2002, KDI Designs merged with HydroSystems and Ken became a co-owner in HydroSystems•kdi, Inc. As of February 2007, Ken has become the sole owner of HydroSystems•kdi and assumed all operations and management responsibilities of the company. Starting in 2014, Ken begun to transfer stock and ownership to Jill Bersano and named her Vice President. In January of 2018 Jill Bersano came the majority owner/President and has restructured the company, responsibilities and officers. Ken remains part of the ownership and holds the position of Vice President. This combination of the wholesale supply industry and design experience has given Mr. DiPaolo the unique qualifications to understand all aspects of irrigation system design.

Representative Work

Park Hill Golf Course Denver, Colorado	Denver Federal Center Central Control Conversion Lakewood, Colorado	North Speer Blvd. Irrigation Renovations Denver Parks, Colorado
Promontory in Greeley	Harvey Park & Pump Denver Parks, Colorado	Golden High School Golden, Colorado
170 (125 west to Huron Street) project for Colorado Department of Highways	Civic Center	RTD Light West Rail Line Golden, Colorado
Memorial Park for City of Arvada	Park Redevelopment Denver Parks, Colorado	6th Ave & 125Renovations Denver
Dick’s Sporting Goods Stadium and Soccer Complex - Commerce City, Colorado	Fred Thomas Park Denver Parks, Colorado	Sterling Ranch Douglas County
Glendale Sports Complex - Glendale, Colorado	Curtis Park Denver Parks, Colorado	Washington Park Denver Parks

HydroSystems•KDI

Amber Clark

Principal, Project Manager

Education

Associates of Science in
Ornamental Horticulture
– Mt. San Antonio
College, Walnut, CA

Emphasis: Landscape Design
and Construction, Nursery
Management, Irrigation
Design, Interior Landscaping

Civil Engineering Studies
– Colorado School of
Mines, Golden, CO

Horticulture Studies –
Front Range Community
College, Westminster, CO

Affiliations

Member, Irrigation Association

Certified Irrigation Designer
(CID), Irrigation Association

Texas Irrigator License

Past Member, California
Chapter, American Society
of Landscape Architects

Past Member, California
Chapter, American
Horticultural Society

Past Member, Colorado
Chapter, American Society
of Civil Engineers

QWEL, Qualified Water
Efficient Landscaper

Ms. Clark began her career designing landscapes for homeowners in California in 1998. Her designs included hardscape elements, landscape plans, irrigation systems, and landscape lighting. Her services included construction plans and consulting for homeowners. In 2002, Amber returned to the Denver area and continued designing while updating her education for the Colorado climate. In 2005 she joined the HydroSystems•KDI team as a Project Manager and began focusing on Commercial Irrigation Design. She specializes in rooftop and over structure designs. Ms. Clark is an Associate of HydroSystems•KDI and acts as a Project Manager for select projects. She also acts as an in-house Horticultural Consultant for other designers, analyzing the Landscape Architect’s plans to determine the design’s intentions and special requirements. She then assists in selecting of the most efficient application of water to match that specific design.

Representative Work

T-Mobile Arena
Las Vegas, NV

McGregor Square
Denver, CO

Several Urban Corridor Projects,
including: 16th Street Mall
Renovation, “Ambassador Street”
14th Street, South

Federal Green Boulevard,
South Broadway
Denver, CO

MASTER DEVELOPMENTS

The Meadows at Castle Rock (many)

Town of Castle Rock, CO

Baseline
Broomfield, CO

Bellevue Station
Denver, CO

Denargo Market
Denver, CO

Loretto Heights Campus
Denver, CO

200+ ON STRUCTURE (ROOF
DECK OR AMENITY DECK)

1144 15th Street

Born Hotel

One Lincoln

McGregor Square

One City Block

Denver University
Community Commons

The Platform

The Coloradan

Alexan

PROJECTS (VARIOUS)

Modera Projects (Various)

CSU Spur at National
Western Complex

1900 Lawrence



Marx|Okubo

ROLE Roof Consultant

Marx|Okubo Associates, Inc. (Marx|Okubo) is pleased to provide the enclosed qualifications to supplement Davis Partnership's submission for roofing consulting services for the Hiawatha Gardens project in Manitou Springs, Colorado.

As a trusted national architecture, engineering, and construction (AEC) consulting firm, Marx|Okubo works with architects, developers, real estate owners, investors, and lenders—at every point of the property lifecycle—to evaluate their building projects, solve complex challenges and implement tailored solutions.

Leveraging broad technical expertise with deep local insight in AEC, our knowledgeable regional project teams help clients understand their projects' complexities, so they can make the most informed decisions during design and construction, and, ultimately, mitigate their risk.

For over 40 years, Marx|Okubo has worked to bring realistic solutions, value-added services, and a reputation for excellence to our clients, who represent a vast client roster across many asset types. Our team of experienced professionals and technical support staff have successfully completed numerous projects similar to the one at hand, making us well-equipped to tackle any challenge.

Select Relevant Experience

Summit Medical Office Building, Summit County, Colorado

Leak investigation and roof replacement over a sensitive tenant space, including cancer and surgery centers. Fully-adhered, fleece back EPDM over insulation. Marx|Okubo diagnosed the leaks and oversaw replacement providing significant oversight during the repair.

Modera West Wash Park, Denver, Colorado

TPO and Hot, Fluid-Applied Waterproofing Assemblies. Leak investigation and assist owner with repair scope. Performed periodic observations during repair

Aura Santa Fe Apartments, Denver, Colorado

TPO roof assembly. Roof assembly and detail review during design development and construction document phases in preconstruction. Site observations during construction and final close out walk inspection.

Baseline Apartments, Broomfield, Colorado: Asphalt Roof Assembly

Roof assembly and Detail Review during design development and construction document phases in pre-construction. Site observations during construction and final close out walk inspections.

AGIII Apartments, Denver, Colorado:

Asphalt Roof Assembly

Roof assembly and Detail Review during design development and construction document phases in pre-construction. Site observations during construction and final close out walk inspections.

Marx|Okubo

Christian Stover **PE, LEED AP**

Vice President



As Vice President in Marx|Okubo's Mountain-Midwest region, Christian performs building envelope-related design and constructability reviews, forensics, and expert witness investigations. Additionally, she performs core services such as owner's representation, construction project management, and property condition assessments.

Her experience at the firm includes work in building enclosure reviews, water damage restoration, construction quality inspections and budget reviews. Christian has also been actively involved in design-assisted building envelope reviews, exterior envelope forensic investigations and expert witness testimonies, specializing in technical and construction analysis and code review.

Prior to joining Marx|Okubo, she worked with a Philadelphia architecture firm, focusing on design and program of educational facilities.

Christian holds a bachelor's degree in arts and sciences from the University of Pennsylvania and a master's degree in architecture from the University of Colorado - Denver. She is a licensed architect in Colorado and Texas, a Certified Level One Thermographer and Building Enclosure Commissioning Process Provider (BECxP), and has completed the Installation Masters and Window Testing course. She is a member the National Council of Architectural Registration Boards (NCARB) and the American Institute of Architects (AIA).

Marx|Okubo

Wyatt Nagorski

Associate



Wyatt, Associate in Marx|Okubo's Mountain-Midwest region, reviews and analyzes drawings and technical specifications related to building enclosures with a focus toward practical, constructable, and enduring solutions. He performs forensic reviews on building enclosures, including visual reviews and diagnostics as well as directs and oversees testing and any intrusive investigation conducted by third-party subconsultants on existing and new construction projects. Wyatt also collaborates with clients, internal project teams, and consultants, and is ultimately responsible for an overall understanding of each project he is assigned.

Wyatt has over 20 years of experience in the construction industry. Prior to joining Marx|Okubo, he spent six years as a project manager at Intertek, where he assisted with design reviews, conducted site visits providing building enclosure commissioning services, and led functional performance testing of architectural systems as well as forensic investigations. He has experience working with various property types, such as schools from PK-12 to university buildings, medical office projects and hospitals, various commercial buildings, and multifamily residential projects. Wyatt holds a bachelor's degree in business administration from the University of Nebraska and a master's degree in political science from Central European University in Budapest, Hungary.

Current Availability and Commitment

The entire team is committed to the project and at a minimum, each key staff member will commit the following percentages of their time to your project.

Davis Partnership Architects (Architecture, Landscape Architecture, and Interior Design)

Team Members		Phase									
Davis Daniel	Principal in Charge	Concept Design	20	Schematic Design	25	Design Development	25	Construction Documents	10	Contract Admin.	10
Justin DiPietro	Lead Landscape Architect		30		25		20		20		10
Byron Zick	Project Manager		40		40		30		30		5
Genesis Mateo	Project Architect		40		80		80		70		30
Kelsey Reker	Interior Designer		20		20		30		30		15
Zach Rupprecht	Landscape Designer		20		25		35		50		10

Martin/Martin (Civil and Structural)

Team Members		Phase									
Matt Dezort	Structural Associate – Structural Engineering	Concept Design	20	Schematic Design	15	Design Development	15	Construction Documents	10	Contract Admin.	5
Nicole Lane	Investigative Principal – Historic Preservation		20		15		15		10		5
Logan Erf	Bridge Senior Project Engineer – Bridge Engineering		5		10		20		20		10
Ryan Byrne	Civil Principal – Floodplain Permitting		15		15		10		5		5
Peter Buckley	Civil Principal – Site Development		20		15		15		10		5

Bridgers & Paxton (Mechanical, Plumbing and Fire Protection)

Team Members		Phase									
Steve Taylor	Principal, Lead Mechanical Engineer	C	20	SD	25	DD	25	CD	10	CA	10

AE Design (Electrical, IT, Low Voltage Design, and Lighting Design)

Team Members		Phase									
Jon Brooks	Principal	C	55	SD	45	DD	45	CD	30	CA	30
Melina Saunders	Senior Project Manager		65		55		55		35		35

HydroSystems•KDI (Irrigation Design)

Team Members		Phase									
Jill Bersan	Principal	C	20	SD	25	DD	25	CD	10	CA	10
Ken DiPaolo	Project Manager		30		20		20		20		10
Amber Clark	Associate, Designer		40		40		40		30		5

Marx Okubo (Roof Consultant)

Team Members		Phase									
Christian Stover	Vice President	C	-	SD	2	DD	8	CD	15	CA	7
Wyatt Nagorski	Associate		-		2		12		20		25

4

Similar Project Experience

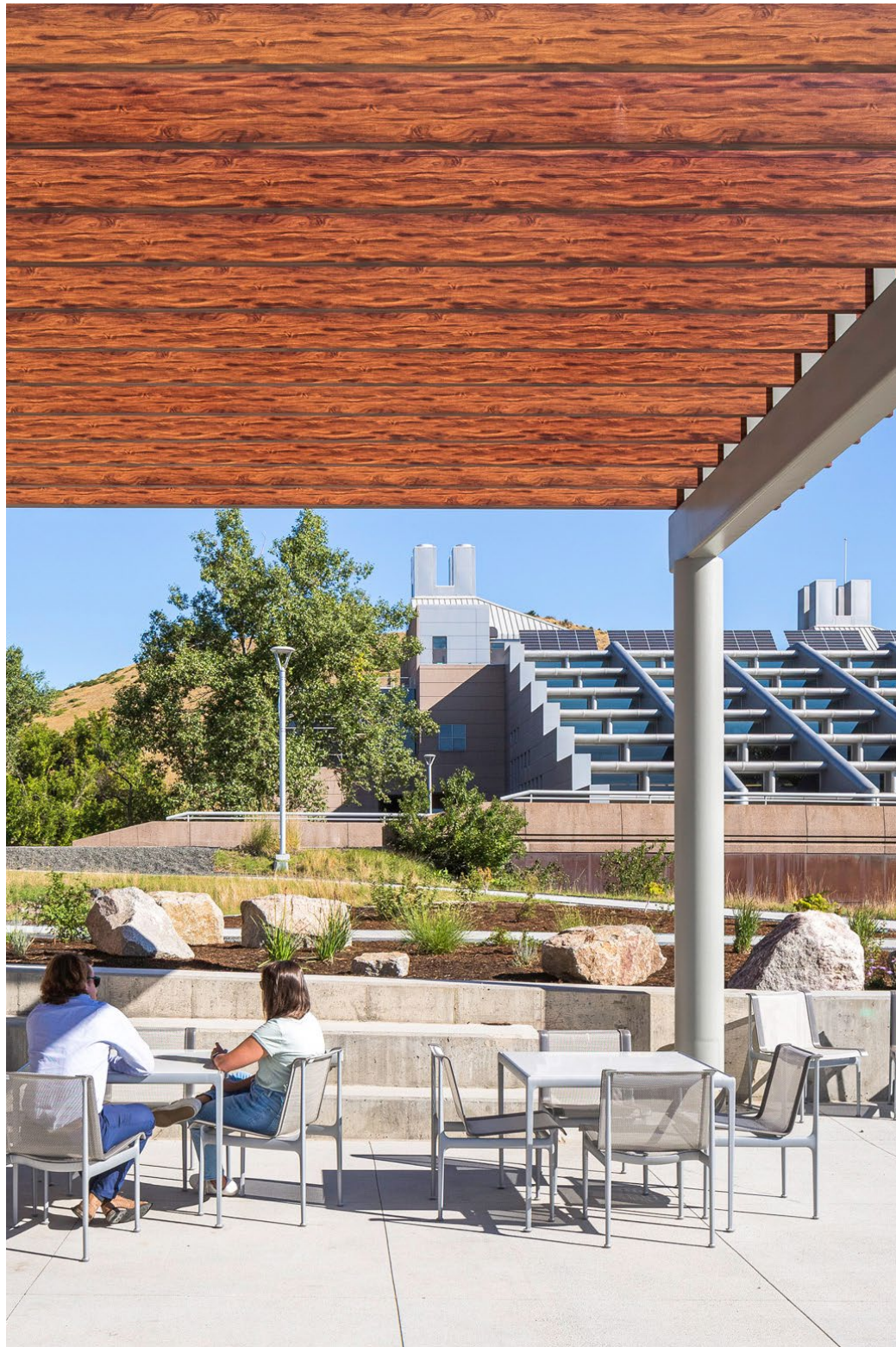


PHOTO:
NREL Research & Innovation Laboratory (RAIL)



TEAM INVOLVEMENT

David Daniel

RELEVANCE

Seamless Integration of new construction into existing context, and Historic Remodel.

Freyer–Newman Center at the Denver Botanic Gardens

At A Glance

LOCATION Denver, Colorado
 SIZE 100,557 sf
 BUDGET \$31.5M
 COST \$33.0M
 CONSTRUCTION START May 2018
 COMPLETED August 2020
 DELIVERY MODE CM/GC
 SUSTAINABILITY LEED Gold
 OWNER Denver Botanic Gardens
 CONTRACTOR GH Phipps

Services Provided

Architecture, Interior Design, Landscape Architecture, Lighting Design

Reference

Brian Vogt
 Denver Botanic Gardens
 Chief Executive Officer
 vogtb@botanicgardens.org
 (303) 521-8648

In early 2016, Davis Partnership Architects won a design competition to design the new Freyer–Newman Center at the Denver Botanic Gardens. The project serves as a museum for botanic art and science and two levels of underground parking. The multi-faceted structure includes art studios and classrooms, galleries, an auditorium, a library including a rare books room, laboratories for research as well as conservation of botanic samples, a herbarium for preserved plant collections, and administrative office space. The project scope also included the **remodel of the historic Boettcher Memorial Center** designed by the late Victor Hornbein in 1966.

The design challenge was to create a facility that is expressive of the program, welcoming to visitors, yet humble in relationship to the existing campus. This is the only building at Denver Botanic Gardens accessible to the public without requiring tickets to tour the gardens, playing an important role in increasing the public's access to the arts and education programs of the gardens.

“We are excited to be working with Davis Partnership Architects in the design of this important new project” stated Brian Vogt, CEO of the Denver Botanic Gardens. “Our selection committee was extremely impressed with their design vision and the way their approach was respectful of the original architecture on our campus.”

Davis Partnership Architect's concept delivered a design that was “humbly iconic”, respecting the existing architecture while re-interpreting the botanical references that influenced the original design. These botanical references were expressed in structural forms, the use of materials, and in the pattern work of details.





TEAM INVOLVEMENT

David Daniel
Byron Zick

RELEVANCE

Connections to culture and heritage.
Prefabricated bridge design.

Anythink Nature Library

At A Glance

LOCATION Thornton, Colorado
SIZE 33,000 sf
15-acre library property on
140-acre Aylor Open Lands
BUDGET \$43.4M
COST \$43.4M
CONSTRUCTION START Q3 2024
COMPLETED Mid-2026
DELIVERY MODE CM/GC
OWNER Anythink Libraries
CONTRACTOR GH Phipps

Services Provided

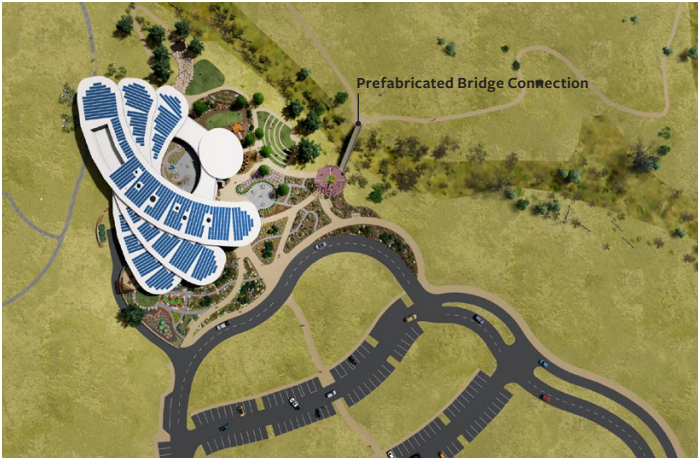
Architecture, Interior Design, Landscape
Architecture, Lighting Design

As a public library, Anythink provides access to knowledge in a free, safe and trusted space available to all. As an experience library, Anythink is even more uniquely qualified to build a nature library – using spaces, experts, “Trylts” and other resources to help people find their place in nature.

Inspired by the Environmental Kinship Guide, the library’s design is grounded in the understanding that “everything in the natural world is interrelated and that humans are a part of this as cohabiters.” (Learn more about the Environmental Kinship Guide at environmentalkinship.org.) Anythink also convened the Anythink Nature Library Advisory Council, which included Indigenous and Native American leaders from the Denver metro area, who provided expertise on the building’s design.

FEATURES OF THE NEW LIBRARY

- Programming spaces to reinforce nature learning, including an indoor/outdoor nature lab, a sun room and a dark room for both active and more meditative programs, and outdoor spaces that support Anythink’s vision to help people find their place in nature.
- Exterior gardens that will provide both passive and hands-on learning opportunities.
- Open air “kinship garden” within the library for people to connect with art and nature.
- One-mile loop trail on library property.
- Materials that facilitate nature learning and reflection, including “Trylts” specifically selected for outdoor learning and adventure.
- Café with indoor/outdoor service and seating.
- Trailhead that connects the library with the 140-acre Aylor trail systems.





TEAM INVOLVEMENT

Zach Rupprecht

RELEVANCE

Close collaboration between Architects, Civil Engineers, and Landscape Architects for a municipal client.

NREL Research & Innovation Laboratory (RAIL)

At A Glance

LOCATION Golden, Colorado

AREA 16,000 sf

BUDGET \$15M

DELIVERY Design-Build

COMPLETED Winter 2022

OWNER National Renewable Energy
Laboratory

CONTRACTOR M.A. Mortenson Company

Services Provided

Architecture, Landscape Architecture,
Interior Design & Signage

Reference

Bret Cummock
Project Manager
NREL
(303) 330-1426
Bret.Cummock@nrel.gov

The RAIL facility is the first new laboratory building to open at NREL's Golden campus since 2013. It was developed to not only provide critical research space for NREL but also serve as a demonstration project, focused on efficient and flexible research space that can be easily modified in the future as research evolves and new research equipment and capabilities are needed, ultimately saving the DOE money. RAIL is also the first of its kind at NREL with the goal of setting a new standard for collaboration in research with flexible spaces that are cost-efficient to operate. This includes, among other things, shared laboratory spaces with intentional internal and external collaboration areas without assigned office space, including much-needed wet lab space.

KEY OBJECTIVES OF THE FACILITY INCLUDE:

- Create a replicable lab modules of varying size that allows multiple program users to share resources or occupy and perform specialized research with minimal lab customization for end user needs of each program.
- Utilize control areas and generic utility distribution to maximize Maximum Allowable Quantities (MAQs) for each lab.
- Deliver the maximum program scope for the budget.
- Collaborative relationship between NREL and the team to deliver quality design and construction.
- Facility shall be designed to be functional, maintainable, and efficient, and as mandated by "Guiding Principles for Sustainable Federal Buildings".
- Safety and environmental stewardship.
- Incorporate sustainable design standards for building systems and operation.





TEAM INVOLVEMENT

Byron Zick

RELEVANCE

Program included multiple uses.
Rigorous floodplain review
and approval process.

Anschutz Student Center at Colorado Christian University

At A Glance

LOCATION Lakewood, Colorado
SIZE 49,285 sf
BUDGET \$22.6M
CONSTRUCTION COST \$22.6M
COMPLETED June 2017
DELIVERY MODE CMGC
OWNER Colorado Christian University
CONTRACTOR GE Johnson

Services Provided

Programming, Space Planning, Design of Flexible and Collaborative Workspaces, Finish Selection and Specification, Lighting Design, Graphics, and Furniture Selection

Reference

Shannon L. Dreyfuss
Vice President
Colorado Christian University
(303) 963-3411
sdreyfuss@ccu.edu

The Anschutz Student Center is the third installment of redevelopment at CCU, creating a new hub for students, faculty, and university administration in the center of campus. It offers 49,285 sf of dining, student gathering, and office space.

Upon entrance, there is a great room, with the ability to seat an additional 200 students as cafeteria overflow or study, hangout, or meeting space. The great room has a traditional, rich feel and features soft seating and tables. The main floor also houses the Cougar Den, featuring grab-and-go food and additional seating. Downstairs, there is a bookstore and 6,000 sf of student fitness space, offering CCU students more access to workout equipment. The upper floor is a hangout space for students, and includes a game room, along with Student Life and Student Activities offices.

IN ADDITION, THIS PROJECT REQUIRED A RIGOROUS FLOODPLAIN APPROVAL PROCESS. The LOMR (Letter of Map Revision) and CLOMR (Conditional Letter of Map Revision) floodplain submittal processes were complex and required approvals from Lakewood, FEMA, the Regional Stormwater Authority, US Fish and Wildlife, and the Army Corps of Engineers.





TEAM INVOLVEMENT

David Daniel
Byron Zick

RELEVANCE

Entire project is located in a floodplain, and delivered in multiple permit packages.

Russell House

At A Glance

LOCATION Denver, Colorado
SIZE 470,000 sf, 289 dwelling units
ANTICIPATED PROJECT COST \$85M
DELIVERY METHOD CM/GC
COMPLETED In Permitting, Anticipated
Completion in Q2 2027
OWNER Downing Street Investments
CONTRACTOR Arco Murray

Services Provided

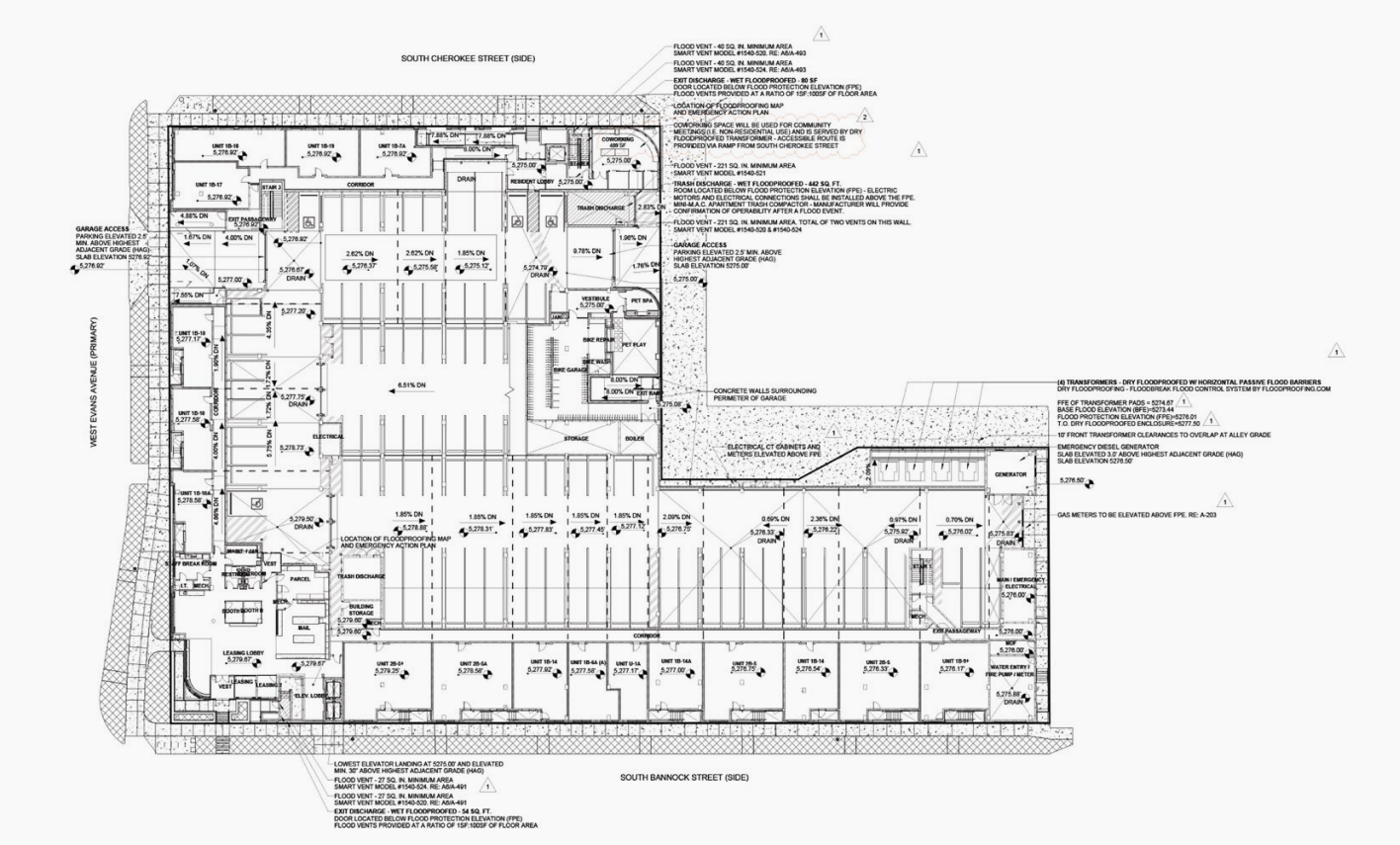
Architecture, Interior Design, Landscape
Architecture, Lighting Design,
Signage/Wayfinding, Branding

Russell House is a seven-story market-rate multifamily development located at Evans Avenue and Bannock Street in South Denver. Developed by Downing Street Investments, the project features 289 residential units and includes 303 parking spaces. The project consists of a 5-story residential tower situated on top of a 2-story concrete podium. The building layout prioritizes both city and mountain views and offers a wide variety of studio, one-, two- and three-bedroom units. Indoor and outdoor amenity spaces are provided on levels one and three in a combination of gathering, gaming, and eating spaces, as well as a swimming pool and roof deck overlooking Pikes Peak.

A UNIQUE ITEM OF NOTE IS THAT THIS ENTIRE PROJECT IS LOCATED IN A FLOODPLAIN. Davis Partnership and our consultants incorporated both wet and dry floodproofing strategies to meet all local and federal regulations, while ensuring that building elements will remain fully intact after a flood event.



Interior Renderings



Floodproofing Design Plan

5

Project Approach



PHOTO:
Center for Community at University of Colorado

Project Approach

The City of Manitou Springs has provided a thorough Request for Proposal and robust supporting documentation that establishes an exciting vision for the future of Hiawatha Gardens. This is a tremendous opportunity to breathe new life into the Gardens and continue the tradition of providing community-focused spaces for the City. With the opportunity comes the responsibility of delivering a project that is responsive to the public and City needs, within budget, and within the established timeline. Davis Partnership Architects is uniquely qualified to accept those responsibilities, provides expertise across the team to deliver exceptional quality of design and documentation, and is committed to the success of the project.

The project approach for Hiawatha Gardens is informed by our experience and expertise in delivering successful projects for more than 50 years, our embodiment of collaboration as an interdisciplinary practice, the City's devotion to public engagement, and recognition of the opportunities and challenges specific to this project.

Experience and Expertise

For over 55 years, Davis Partnership Architects has been delivering successful projects and earning the trust and respect of our clients and peers alike. The result is an innovative and influential practice, with specializations in architecture, landscape architecture, interiors, and signage and experiential design. To build upon our firm's capabilities, we have coalesced a team of experts specific to the opportunities and challenges of Hiawatha Gardens.

Davis Partnership Architects will provide overall team leadership and project management. Excellent communication is essential in managing and delivering a successful project. Davis Partnership and our consultants will streamline communications with the City of Manitou Springs by providing a single point of contact from beginning to end. Davis Partnership's Byron Zick, AIA, Associate with nearly 20 years experience will serve as the project manager and daily point of contact for the project. In addition, he will organize the work plan, facilitate stakeholder engagement activities, and ensure that the overall design direction is consistent with project objectives.

Furthermore, the same team members (including consultants) who start at the schematic design stage of the project will continue with the project through construction administration to provide consistency to the owner, an efficient

and cohesive design process, and an understanding of project history to make proper decisions during construction administration. Communication is emphasized throughout the project through regular team meeting times, workshops, written documentation of meetings and stakeholder engagement. Davis Partnership makes it our highest priority to stay tuned to your most critical needs and to identify opportunities, and we respond to these in a timely, thoughtful and competent manner.

We believe that a collaborative and inclusive approach, working towards a common goal, results in higher level thinking and establishes a mutually shared understanding of the issues, challenges and reasoning behind proposed solutions – this is at the core of establishing group consensus. As facilitators and leaders, it is our obligation to earn your professional respect and gain your trust in delivering the vision for Hiawatha Gardens.





Public Engagement

We recognize the value that the City of Manitou Springs places on public engagement to inform its decision-making. It is apparent in Resolution 1023 that was passed by City Council in 2023, establishing a Public Engagement Plan. This process was experienced first-hand by Davis' Director of Landscape Architecture, Justin DiPietro, with his work on Soda Springs Park in his previous role.

Davis Partnership works to evolve a project collectively, ensuring all stakeholders are engaged and that all aspects of design decisions are deeply understood. The design progresses in a transparent fashion, using 3-dimensional digital modeling at the earliest stages of the project to clearly communicate the vision. Building consensus continuously with stakeholders at each design phase effectively builds on previous decision making. We seek vested interest in the success of the project and have found that open communication and transparent decision-making are key to broad support. Evolving the project design collectively with all key stakeholders allows us to gain client approvals, confirm the integration of all project goals and

expectations, and balance costs against the solutions created.

The same visualization tools used in stakeholder engagement can be used to communicate the project to the public. Working closely with the City to develop messaging, we understand that a well informed public ensures success for the City and Hiawatha Gardens.

Phase 1 Grant Funding

Davis Partnership is committed to delivering the Hiawatha Gardens project on schedule, including meeting the October 2025 deadline for completion of the Phase 1 permit drawings to maintain grant funding. That commitment is based on effective project management, productive stakeholder engagement, and clear communication. Anticipating that work begins in earnest following award by April 2nd, we have outlined the following approach to schedule:

- Mid-April: Project Kick-off with Owner/ Stakeholders, Design Team, CM/ GC (if secured).
 - Establish project objectives (guiding principles)
 - Establish lines of communication and primary contacts

- Confirm all stakeholders
- Confirm program
- Confirm schedule
- Identify challenges

- Mid-April through May (8 weeks): SD drawings, outline specifications, supporting visualization materials. Includes all phases.
 - Facilitate User Group meetings for design and operational input
 - Present to Design Advocacy Group and Owner Executive Committee for feedback and design refinement
 - Provide 3D project renderings and materials for Public information
 - Review and verify CM/GC cost estimate. Incorporate budget reconciliation measures
- June through August (10 weeks): DD drawings, outline specifications, supporting visualization materials. Phases 1 and 2.
 - Facilitate User Group meetings (round 2) to confirm design meets operational needs and provide additional input for design refinement
 - Present to Design Advocacy Group and Owner Executive Committee for feedback and design refinement

- Prepare materials and lead Community Meeting in coordination with City to provide design update
- Review and verify CM/GC cost estimate. Incorporate budget reconciliation measures
- August through October (10 weeks): CD drawings, specifications, supporting visualization materials. Phases 1 and 2.
 - Provide materials for Major Development Plan application, Grading and Erosion Control Permit, and Material Change of Appearance Certificate. Provide at 50% CD milestone
 - Co-present project with City's Project Manager to Planning Commission, Historic Preservation Commission, and City Council
 - Coordinate with CM/GC to realize any necessary final cost reconciliation measure and summary report of cost estimate through life of design and documentation
 - Coordinate with General Contractor and provide materials for building permit submission
 - Present final design to Design Advocacy Group, Owner Executive Committee, and City Council

- Prepare materials and lead informational Community Meeting in coordination with City

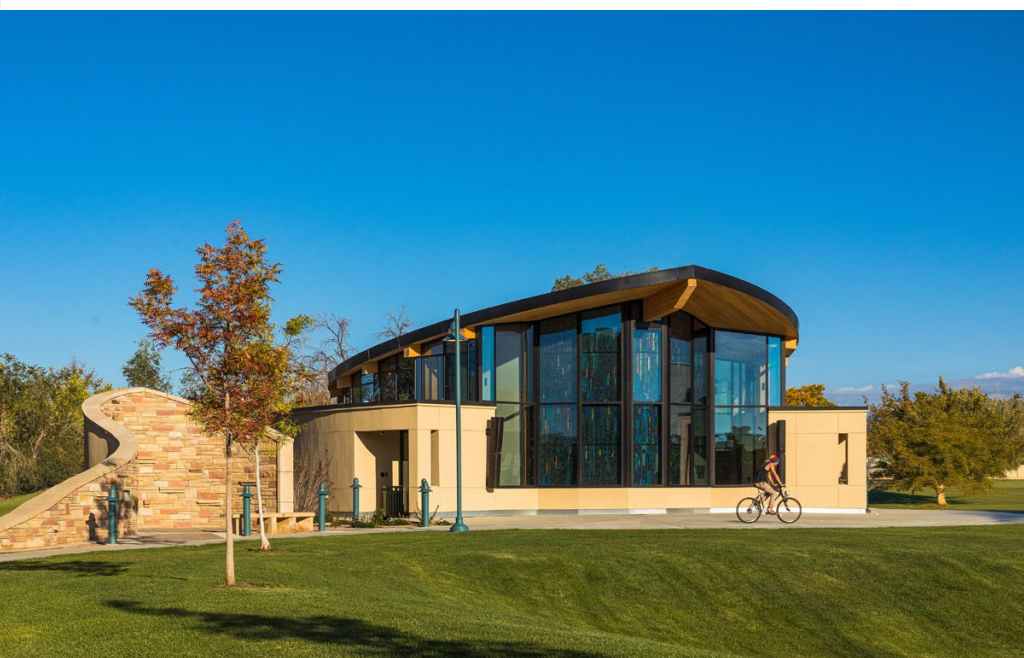
Budget, Schedule, Quality Control

Davis Partnerships and recognizes that cost, schedule, and quality is of primary importance in the planning, design, and construction of all projects, and our team takes this responsibility seriously. Managing these challenges requires experience, skill, and discipline throughout the design and construction phases. We see a great advantage in the CM/GC delivery method, utilizing the expertise of the contractor team to provide early and ongoing input of cost, constructability input, and schedule acceleration. The approach for Hiawatha Gardens will involve close and frequent collaboration with the CM/GC contractor, the City, and stakeholders to ensure it is designed and built within the fixed budget framework, on schedule, and achieves program requirements balanced with aesthetic and contextual considerations. Davis Partnership's success in maintaining excellence in budget, schedule, and quality control is based on some key factors:

- Establish well-defined objectives as a critical first step.
- Provide appropriate use of resources and value for the money.
- Optimize material and systems selection alternatives that provide the best balance between initial investment and ongoing operational costs.
- Transparency and clarity of design information as basis for accurate and comprehensive cost estimation.
- Responsiveness with design adjustments to optimize value and reduce project costs.

Cost Reconciliation: In close collaboration with the CM/GC and owner team, Davis Partnership will work at each stage of design to keep the project within budget. In the event that estimated costs exceed the construction budget, the design team will work closely with contractor to evaluate the design and identify the best methods of reducing costs while maintaining the integrity of the design. Davis Partnership and its consultants will evaluate their respective scopes, using their experience with comparable work to validate the contractor's estimate or identify potential misalignment of quantities or costs. The design team will offer a menu of additional cost reduction measures for consideration of the CM/GC contractor and owner team. Collectively, the greater team will evaluate options to provide the best value for the project, balancing cost, budget, and design intent.

Scope Control: While scope of work, often measured in quantities, is clearly a major cost-driver, the quality desired in the project also has a direct impact on the cost of construction. Both items can result in "scope creep," which can result not only in construction cost overruns but may also multiply with associated



design and operational costs. Scope control is a vital factor in managing cost, maintaining a schedule, and delivering a project within the fixed limit of construction dollars. Our experienced team recognizes when key decisions may adversely impact the construction cost, and we bring these issues to the immediate attention of the owner and stakeholders.

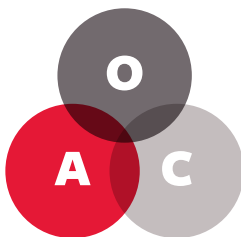
Quality of Construction Documents:

One of the most important aspects of keeping a project within budget is to avoid the costs of change orders that occur because of incomplete or uncoordinated construction documents. We put tremendous importance on producing quality drawings and specifications that fully describe the scope of work and provide clear definitions on the quality of materials and systems. Having a CM/GC delivery method provides an additional layer of accountability, with vested interest in assisting the design team in potential gaps in documentation. Davis Partnership utilizes rigorous quality control methods at every stage of design and documentation. Additionally, all vertical work utilizes Building Information Modeling (BIM) across all disciplines to produce designs that are fully coordinated.

CM/GC Collaboration

The Construction Manager/General Contractor delivery method is employed with many Davis Partnership projects

and offers several advantages that ultimately reduce risk for the Owner and Design Team and can lead to a more seamless project execution.



- Constructability input early and throughout design and documentation.
- Early and ongoing cost analysis to inform design decisions and maintain project within budget.
- Develop trust between Owner, Contractor, and Architect/Design Team.
- Streamline schedule.
- Smooth transition from design to construction.

The advantages can only be realized with effective communication and robust collaboration. The following factors form the basis of Davis' successful CM/GC partnerships:

- **Shared project objectives** that provide guidance through course of project. This might include budget, vision and aesthetics, transparency, and public engagement.
- **Clear communication** channels and **shared resources** (design models, cost analysis data, comment records) between Owner, Architect, and Contractor.
- **Responsive** to Owner and Contractor input to reach decisions quickly for incorporation into design and documentation.

Davis Partnership's long history has allowed us to form relationships with many of our region's General Contractors, developing strong relationships and earning mutual respect. This is the result of a culture of collaboration that promotes engagement and seeks knowledge.

Bridge Design

Davis Partnership has brought on the expertise and experience of Martin/Martin to provide design and documentation of the Phase 4 vehicular bridge across Fountain Creek. Martin/Martin has executed pedestrian and vehicular bridges for public

and private entities, approaching each to balance functional needs, aesthetic goals, budget limits, and project schedules. The challenges for Hiawatha Gardens include:

- Development within the floodplain
- Maintaining and protecting Fountain Creek and its riparian ecology
- Providing a cost-effective solution that fits within the natural and historic context of the project site

Martin/Martin Senior Project Engineer, J. Logan Erf, is well-suited to address the project's bridge design. He brings deep understanding of bridge engineering and value to the project team, having assessed over 140 full-scale bridges and providing design for such projects as the US Air Force Academy's Tri-Intersection Bridge and US Forest Service bridges at Willow and Spring Creeks in Gunnison.

Sustainable Stormwater Management

Davis Partnership landscape architecture and Martin/Martin have closely aligned principles around their environmentally sensitive approach to site design and stormwater management, and are excited to put their expertise into practice at Hiawatha Gardens. Davis Partnership's Director of Landscape Architecture and lead for site design on this project has extensive experience in this realm, having led a consultant team commissioned by Philadelphia Water for the planning and design of Green Stormwater Infrastructure throughout Philadelphia neighborhoods. Martin/Martin civil engineering are an authority in employing low-impact and green infrastructure practices in their stormwater management design. The opportunity for sustainable stormwater management initiatives at



Hiawatha Gardens can be realized through an approach that includes:

- Preserve Existing Trees and Enhance Plant Communities: We understand the value Manitou Springs and its community place on its tree canopy, plant communities, and waterways. The previous work for Hiawatha Gardens included assessment of Vegetation Communities and Habitat and Ecological Function (Ecological Characterization Study dates Oct 24, 2024), providing a basis for guidance, recommendations, and opportunities. We want to work closely with the City and its Arborist Matthew Nelson to prioritize tree preservation, particularly along the riparian corridor of Fountain Creek, and establish a healthy and high performing plant community. Benefits include:
 - Interception and absorption of rainfall
 - Reduction of heat island effect
 - Phytoremediation (use of plants to remove pollutants from soil, water, and air)
 - Supporting of habitat
 - Opportunities for shade
 - Reduction of greenhouse gases
 - Improved water quality
- Mimic Predevelopment Conditions: Utilize a light project imprint by matching existing grades and minimizing earthwork and

disturbance to the extent possible. This approach allows us to more easily achieve a no-rise condition within the floodplain.

- Reduce Impervious Surface, Encourage Infiltration, Reduce Stormwater Runoff
 - Porous or Permeable Paving: Such systems encourage infiltration and reduce runoff. Although these systems can be more costly than traditional paving systems, smart strategies for their use, such as placement on the low end of parking lots, allows runoff from traditional impervious pavements like asphalt or concrete to run onto the porous pavement and maximizes the benefit while minimizing cost. We also understand the challenges of some systems, which can include maintenance (vacuuming) to ensure long-term viability, and will work closely with the City to ensure operational needs can be met.
 - Raingardens / Porous Landscape Detention (PLD) Areas: Incorporate PLD's in traditional landscape areas like parking lot islands or perimeter landscape beds. Use curb less islands and perimeter to sheet flow and distribute runoff over larger PLD areas.
 - Bioswale: Avoid concentrating flows to the extent possible; when necessary, convey stormwater on the surface and use bioswales to encourage further

infiltration and biologic uptake. Utilize the opportunity to encourage pollinator habitat.

- Be playful with stormwater and design for multiple and varied treatment strategies using several disconnected impervious areas (DCIA). Use multiple green infrastructure (GI) or low impact development (LID) techniques in series to combine and multiply the benefits of water quality treatment and embrace the treatment train ideology.

This is an opportunity to use creative design and techniques informed by natural systems to promote awareness of sustainability through stormwater management. Davis Partnership and Martin/Martin aim to blur the line between stormwater management and beauty in the landscape, utilizing high performance systems that are visible and showcase the City's sustainability initiatives at Hiawatha Gardens.

References



PHOTO:
The Colorado Health Foundation

References



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April 3, 2025

The Selection Committee
c/o Sara Lara, Artaic Group

Re: Hiawatha Gardens Restoration and Design
RFP 2025-005
Fee Proposal, Hourly Rate Schedules, Clarifications & Exclusion (see attached exhibits)

Scope of Work

The scope of work and related design services and fees are based on RFP 2025-005, subsequent Addenda, and Interview Clarifications dated 3/27/25. The general scope of improvements outlined by phase are as follows:

Phase 1: New restroom/storage facility, new plaza, new surface parking, and associated improvements.

Phase 2: Restoration and renovation of existing, historic dance hall into an open-air pavilion and adjacent new plaza/art lawn to its west.

*Phase 3: New vehicular bridge and closure/integration of Old Man's Trail bridge into pedestrian trail network.

*Phase 4: Renovation of existing bank facility and associated improvements for re-use of site as a transportation hub. Associated improvements include a pedestrian plaza area, bus pull-off area, surface parking, a new pedestrian bridge, integration of Creek Walk Trail, and associated site improvements.

All phases will be progressed concurrently through Schematic Design as outline in the proposed schedule.

***Scope and estimated fees have been provided for Phases 3 and 4 for Schematic Design through Construction Administration/Close-Out, based on our best understanding of concept documentation and descriptions provided in the RFP.** Based on Interview Clarifications dated 3/27/2025, we understand that the initial contractor will include only Schematic Design for Phases 3 and 4. It is anticipated that the scope of improvement/work may evolve for these phases during Schematic Design, and the proposed scope of services will be revised and finalized accordingly, should the City of Manitou Springs proceed with further development of design.

Assumptions, Clarifications, and Exclusions

Consultants are limited to those identified in the fee schedule. Specifically, we have not included scope or fee for the following:

- Land Survey
- Geotechnical Engineer
- Construction Material Testing or Inspection
- Environmental Engineer or Services (i.e. mitigation or removal of hazardous materials)

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- Green building or site certification (i.e. LEED, SITES, etc.)
- Energy modelling
- Dry utilities consulting (related to the design and permitting of new electrical service and underground gas service)
- Acoustical consulting
- Accessibility consulting
- Building commissioning
- Photo-realistic rendering services (medium-to-high quality renderings are included in our fee)
- Signage, wayfinding, and branding
- Furniture specification

General: The scope and fee assumes the general concept design and layout of program provided in RFP 2025-005, as clarified in Interview Clarifications dated 3/27/25, will remain and are not to be revisited. Significant changes to program, either by addition, deletion, or relocation be requested, Davis Partnership and its Consultants reserve the right to request additional services.

Schedule: The proposed schedule is based on our understanding of the timelines established in RFP 2025-005 and subsequent Addenda and Interview Clarifications.

- We have assumed that there will be no pricing pauses between phases, and that pricing feedback will be given by the CM/GC concurrently with the design schedule. The schedule indicates Phases 3 and 4 proceeding immediately into Design Development, however we understand we may not be authorized to start that work pending confirmation of budgets and funds. We anticipate a pause may be needed before proceeding with Phases 3 and 4 and can accommodate up to an 8-week hold. If pricing pauses or other schedule delays are incurred which result in an extended schedule beyond what has been assumed and communicated to date, Davis Partnership and its Consultants reserve the right to request additional services.
- If the design team is requested to pause work for more than four weeks, Davis Partnership reserves the right to request additional services for any work requested during the project pause, in addition to a remobilization fee.
- We have assumed a 12 month **total** construction duration: 8 months for phases 1-2, and 4 months for phases 3-4. We have included fees for one half-time architect and/or architectural staff for construction phases 1-2, and quarter-time for construction phases 3-4. We have included time for biweekly site visits (26) and biweekly remote meetings (26), for (52) construction meetings in total.

Meetings: RFP 2025-005 and subsequent Addenda and Interview Clarifications, we have included attendance as indicated in the proposed schedule.

- The quantity of meetings and site visits beyond those noted are excluded. Additional meetings and site visits can be accommodated for additional fees.

Budget: The construction budget, as established in RFP 2025-055 Addendum Number 1, dated 2/27/2025, is has been used as a basis for scope and fee. The design team will work to reconcile the scope of work with Owner budget during course of design and documentation, assuming

Owner budget remains constant. Davis Partnership and its Consultants reserve the right to request additional services for changes in budget which require changes in the scope of work.

Survey: A complete land survey provided in CAD format is necessary to at the commencement of the project and is to be provided by the Owner or others.

Interior Design: Services are limited to the selection of basic interior finishes for the new restroom building and the Chase Bank transit hub renovation.

Landscape Architecture: The proposed scope and services includes leading the design of site improvements as noted in Scope of Work and includes the following.

- Design and documentation are included for new pedestrian pavements, site furnishings and amenities, soils, and plantings.
- We will provide design intent for parking layout, vehicular paving, site lighting, related site improvements, and coordinate with the consultant team for documentation of such improvements.
- We will coordinate closely with the irrigation consultant for a fully automated irrigation system providing full coverage of proposed plantings.

Structural Engineering:

- Phase 1: The restroom/storage facility is assumed to be an approximately 1,530 square foot, custom designed, timber-framed structure.
- Phase 2: A full building analysis and retrofit design to bring the proposed structure up to current codes while still maintaining as much of the historic nature of the existing building, is anticipated. The proposed scope and fee are based on structural work and improvements indicated in the Workshop 40 Structural Design Narrative, Option 2 included in the RFP.
- Phase 3: The scope and fee assume structural engineering design and detailing required for a new single-span vehicular bridge spanning over Fountain Creek Trail, with bridge accommodating one lane of traffic in each direction used for vehicular access as well as pedestrian access to the new parking lot included in Phase 1. The superstructure of the bridge is assumed to be performance specified steel rolled girder system and will be designed and detailed by the supplier. This superstructure will connect with the abutments, foundations and approach slabs designed and documented by the consultant team. Architectural enhancements to the bridge, such as stone walls or stone finishes or historic elements to mimic adjacent structures, are not anticipated nor included, per clarification provided in RFP 2025-005 Addendum Number 1.
- Phase 4: The modifications to the existing structures are anticipated to be relatively minor. They are expected to be below the International Existing Building Code thresholds of 5% for gravity-load carrying elements and 10% for lateral-carrying elements, as outlined in Sections 503.3 (gravity loads), and 503.4 (lateral loads). Therefore, a structural analysis and evaluation of the existing buildings is not anticipated nor included. Structural work is anticipated to include consulting on proposed architectural alterations and design for minor structural modifications, such as minor penetrations through existing roof deck or walls. Modifications to the existing canopy are anticipated to be equally minor in scope and structural impact.

- Phase 4: Structural engineering design and detail required for a new single-span pedestrian bridge spanning Fountain Creek is included. This bridge is anticipated to be a deferred submittal item consisting of a prefabricated steel bridge structure, designed, and detailed by the Bridge Supplier. The consultant team will provide the structural engineering design of bridge abutments and foundations.

Electrical Design:

- Coordination with local utility provider(s) for power, telephone, data, and cable TV. Coordination with civil engineer for all utility infrastructure requirements, equipment locations, and conduit routings.
- Provide electrical systems infrastructure and branch circuit distribution to meet needs of project.

Lighting Design:

- Design of site and building lighting systems, including fixture selection, layout, and circuiting of interior lighting, exterior lighting, and emergency egress and exit sign fixtures.
- A lighting fixture budget to be determined no later than completion of Design Development.
- Includes site photometric plan for entitlements and building department submissions to demonstrate compliance with photometric standards. Subsequent submission to be provided, as required to demonstrate compliance. Should subsequent submission be required due to owner-directed or other changes to the site not directly related to the exterior lighting compliance, additional fees may be required.

Technology Design (Limited to Phase 1 & 2, associated with Dance Hall and Plaza):

- Telecommunications System: To include design of structured cabling system for telephone, network, and cable television systems.
- Security System: To include design of building and site-wide security system that includes Video Surveillance System (VSS).
- Audio-Video (AV) System Design: Standalone bespoke audio-visual system is anticipated in Dance Hall Pavilion.
- We have included fees for Networking design (network access points, wifi hotspots, or similar) for phases 1 and 2, but is excluded from phases 3 and 4.

Entitlements: Per RFP 2025-005 and subsequent Addenda, we have included preparation and submission of materials for Major Development Plan, Grading and Erosion Control Permit, and Material Change of Appearance Certificate.

- An initial submission and one subsequent submission of revised materials per agency comments are included. Additional revisions and resubmissions will be performed on an hourly basis at rates provided.

Traffic Study (Phase 3): The proposal involves the following efforts:

- Scoping conversation with the City and CDOT
- New peak hour traffic counts at existing, adjacent intersections.
- Traffic study to support new access configuration

- Filing and support of updated CDOT Access Permit

Permitting: It is assumed that the CM/GC contractor will facilitate necessary permit submissions. We have included fees for preparation and delivery of materials in support of two rounds of building permitting through Pikes Peak Regional Building department (phases 1-2 combined, and phases 3-4 combined), for two months duration for each submittal round.

Standard Hourly Rate Schedules (2025)

Davis Partnership Architects

Staff Type	Category	Billing Rate
50	Principal	\$235
51	Associate Principal	\$225
52	Senior Associate	\$210 - \$230
53	Associate	\$195 - \$220
55	Senior Architect	\$165 - \$210
56	Architect	\$125 - \$170
69	Senior Architectural Intern	\$150 - \$210
57	Architectural Intern	\$ 85 - \$140
61	Senior Landscape Architect	\$160 - \$190
62	Landscape Architect	\$105 - \$180
63	Landscape Architectural Intern	\$ 85 - \$130
65	Senior Interior Designer	\$160 - \$190
66	Interior Designer	\$125 - \$160
67	Interior Design Intern	\$ 90 - \$135
	BIM / Revit / FM	\$130 - \$215
74	Accounting Staff	\$120 - \$160
75	Administrative Staff	\$ 75 - \$100

Martin/Martin

Principal.....	\$270 per hour	Designer.....	\$150 per hour
Associate.....	\$235 per hour	Technician III.....	\$130 per hour
Sr. Project Manager.....	\$220 per hour	Technician II.....	\$120 per hour
Sr. Bldg. Envelope Specialist.....	\$220 per hour	Technician I.....	\$110 per hour
Sr. Project Engineer.....	\$205 per hour	Sr. Construction Services Rep... Intern.....	\$180 per hour
Project Engineer.....	\$175 per hour		\$85 per hour
Project Manager.....	\$175 per hour	Project Coordinator.....	\$100 per hour
Bldg. Envelope Specialist.....	\$175 per hour	Administrative Assistant.....	\$95 per hour
Professional Engineer.....	\$155 per hour	Survey Manager.....	\$240 per hour
Bldg. Envelope Consultant.....	\$155 per hour	Professional Land Surveyor.....	\$160 per hour
Engineer EIT II.....	\$140 per hour	Survey Crew (two-man).....	\$255 per hour
Engineer EIT I.....	\$130 per hour	Survey Crew (one-man).....	\$175 per hour
Engineering Intern.....	\$115 per hour	Survey Technician II.....	\$125 per hour
Sr. Designer.....	\$170 per hour	Survey Technician I.....	\$115 per hour

Rates for personnel above are subject to change each year.

Bridgers & Paxton

PRINCIPAL	\$225.00
PROJECT MANAGER	\$210.00
SENIOR ENGINEER	\$185.00
PROJECT ENGINEER	\$155.00
ENGINEER	\$130.00
ENGINEER INTERN	\$110.00
SENIOR DESIGNER	\$165.00
PROJECT DESIGNER	\$120.00
DESIGNER	\$100.00
BIM SERVICES	\$120.00
CADD TECH	\$90.00
ESTIMATING/CONSTRUCTION SERVICES	\$145.00

NOTE:

1. The hourly rates quoted herein are applicable through November 14, 2025.
2. The hourly rates quoted herein do not include local or state gross receipts tax, as may be applicable.

AE Design

Standard hourly rates, effective January 1, 2025	
Principal	\$ 265.00 / hr
Director	\$ 245.00 / hr
Senior Project Manager	\$ 235.00 / hr
Studio Lead	\$ 235.00 / hr
Project Manager	\$ 225.00 / hr
Senior Engineer	\$ 225.00 / hr
Engineer	\$ 205.00 / hr
Senior Designer	\$ 190.00 / hr
BIM Manager	\$ 190.00 / hr
Designer	\$ 165.00 / hr
Intern Designer	\$ 105.00 / hr
CAD/Revit Technician	\$ 105.00 / hr
Administrative	\$ 125.00 / hr

Marx | Okubo

Position	Hourly Rate
Exec. VP / Sr. VP	\$350
Vice President	\$325
Assistant Vice President	\$300
Sr. Associate	\$275
MEP / Structural / Accessibility / Fire Protection Life Safety/Building Enclosure	\$275
Associate	\$250
Office Manager	\$200
Sr. Project Coordinator	\$200
Project Coordinator	\$180
Sr. Project Administrator	\$150
Project Administrator	\$130

Hydro Systems KDI

<u>Personnel Classification</u>	<u>Time Commitment (%)</u>	<u>Hourly Billing Rate</u>
Principal	15%	\$155.00
Senior Associate, Project Manager	40%	\$140.00
Associate, Designer	45%	\$130.00
Site Personnel, Construction Observation	100%	\$120.00

Galloway

CATEGORY

HOURLY RATE

Management

\$165 - \$275

President

Principal

Sr. Project Manager

Team Manager

Transportation Engineering

Project Manager

\$150 - \$185

Project Engineer

\$140 - \$175

Design Engineer

\$130 - \$175

Designer

\$120 - \$175

CADD

CADD Technician

\$100 - \$140

CADD Designer

\$125 - \$155

Administration

Marketing & Communications Coordinator

\$110 - \$140

Administrative Assistant

\$120 - \$150

Project Coordinator

\$120 - \$155

Interns

\$75 - \$95

For any future work authorized but not included under this proposal, billable rates for all consultants may be adjusted for current calendar year rates.

Schedule

Project Phase	Design Phase	Duration	Calendar											
			Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan		
1 2 3 4	KICK-OFF AND SCHEMATIC DESIGN	Mid-April – May (8 weeks)												
	DESIGN DEVELOPMENT	June – August (10 weeks)												
1 2	CONSTRUCTION DOCUMENTS	August – October (10 weeks)												
	DESIGN DEVELOPMENT	September – November (10 weeks)												
3 4	CONSTRUCTION DOCUMENTS	November – January 2026 (10 weeks, includes 2-week holiday break)												
	DESIGN DEVELOPMENT	December – February 2026 (10 weeks)												

– Bi-weekly Owner Executive Committee meetings for feedback and design refinement (5x)

– Bi-weekly Owner Executive Committee meetings for feedback and design refinement (5x)

Firm or Proposed Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		16,070	9,956	11,565	2,825	42,470	82,886	
Davis Partnership Architects	Landscape Architecture	4,746	4,044	14,833	10,896	5,832	7,533	47,884	Concept incl. programming, plaza, landscape per Interview Clarifications 3/27/25
Martin/Martin	Civil Engineering	0	7,508	15,015	12,513	10,010	5,005	50,051	
Martin/Martin	Floodplain & Hydraulic	0	1,500	3,000	2,500	3,000	0	10,000	
Martin/Martin	Structural Engineering	0	2,500	4,375	4,375		2,500	13,750	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing		2,330	4,680	3,865		2,600	13,475	
AE Design	Electrical / Lighting	0	1,720	5,150	4,580	500	3,330	15,280	
AE Design	IT/Low Voltage Design	0	1,490	4,460	3,960	500	2,400	12,810	Includes Site Security, and Music for Plaza (to be tied in with Dance Hall)
Hydrosystems-KDI	Irrigation Design		250	350	1,250			1,850	
Marx Okubo	Roof Consultant	0	0	0	0	0	0	0	
	[other]							0	
Design Team Fee Total		4,746	37,412	61,819	55,504	22,667	65,838	247,986	

Total Not To Exceed Reimbursable Amount:

7,440

In addition to the basic services fee

ALTERNATES									
Firm or Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:

In addition to the basic services fee

Firm or Proposed Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		16,070	9,956	11,565	2,825	42,470	82,886	
Davis Partnership Architects	Landscape Architecture	3,500	2,493	9,922	7,264	4,760	5,590	33,529	Concept incl. programming, plaza, landscape per Interview Clarifications 3/27/25
Martin/Martin	Civil Engineering	0	2,250	4,500	3,750	3,000	1,500	15,000	
Martin/Martin	Floodplain & Hydraulic	0	3,750	7,500	6,250	7,500	0	25,000	
Martin/Martin	Structural Engineering	0	4,800	11,200	11,200		4,800	32,000	
	Fire Protection Design							0	Included w/ Mechanical / Plumbing
Bridgers & Paxton	Mechanical / Plumbing / Fire Protection		1,110	7,295	2,005		2,405	12,815	Includes Fire Protection
AE Design	Electrical / Lighting	0	1,580	4,700	4,180	500	2,220	13,180	
AE Design	IT/Low Voltage Design	0	1,530	4,580	4,070	500	1,200	11,880	Includes AV for Dance Hall only
Hydrosystems-KDI	Irrigation Design	0	250	350	1,250			1,850	
Marx Okubo	Roof Consultant	0	1,375	2,200	2,475	0	4,400	10,450	
	[other]							0	
Design Team Fee Total		3,500	35,208	62,203	54,009	19,085	64,585	238,590	

Total Not To Exceed Reimbursable Amount:

7,158

In addition to the basic services fee

ALTERNATES									
Firm or Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



In addition to the basic services fee

Firm or Proposed Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		5,000	5,000	5,000	1,780	10,000	26,780	
Davis Partnership Architects	Landscape Architecture	0	4,155	14,603	10,150	5,950	7,187	42,045	
Martin/Martin	Civil Engineering	0	1,500	3,000	2,500	2,000	1,000	10,000	
Martin/Martin	Floodplain & Hydraulic	0	3,000	6,000	5,000	6,000	0	20,000	
Martin/Martin	Structural Engineering	0	7,365	17,185	17,185		7,365	49,100	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing							0	
AE Design	Electrical / Lighting	0	1,220	3,650	3,250	500	3,310	11,930	
Hydrosystems-KDI	Irrigation Design	0	0	350	1,250			1,600	
Marx Okubo	Roof Consultant	0	0	0	0	0	0	0	
Galloway	Transportation Engineer		9,650					9,650	
Design Team Fee Total		0	31,890	49,788	44,335	16,230	28,862	171,105	

Total Not To Exceed Reimbursable Amount:

5,133

In addition to the basic services fee

ALTERNATES									
Firm or Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



In addition to the basic services fee

Firm or Proposed Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		11,540	10,750	8,700	1,780	14,820	47,590	
Davis Partnership Architects	Landscape Architecture	0	4,986	14,603	10,150	5,950	7,187	42,876	
Martin/Martin	Civil Engineering	0	4,500	9,000	7,500	6,000	3,000	30,000	
Martin/Martin	Floodplain & Hydraulic	0	2,250	4,500	3,750	4,500	0	15,000	
Martin/Martin	Structural Engineering	0	3,068	7,158	7,158		3,068	20,450	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing		1,110	4,335	2,005		1,850	9,300	
AE Design	Electrical / Lighting	0	1,540	4,610	4,090	500	1,110	11,850	
AE Design	IT/Low Voltage Design							0	
Hydrosystems-KDI	Irrigation Design			350	1,250			1,600	
Marx Okubo	Roof Consultant	0	1,100	1,650	2,750	0	2,300	7,800	
	[other]							0	
Design Team Fee Total		0	30,094	56,956	47,353	18,730	33,335	186,466	

Total Not To Exceed Reimbursable Amount:

5,594

In addition to the basic services fee

ALTERNATES									
Firm or Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



In addition to the basic services fee



Hiawatha Gardens Phase 1 – Architect/Engineering Services Recommendation

PRESENTED BY: ERIN RINGSRED

Phase 1: Restroom and Parking Lot





RFP Selection Process

- RFP dates February 18, 2025 – March 17, 2025
 - Firms Shortlisted – March 20th
 - Interviews – April 3rd
 - Final Selection – April 8th
- Selection Committee consisted of:
 - Erin Ringsred, Planner and Landscape Architect II (Project Manager)
 - Chelsea Royston, Senior Planner
 - Zach Davison, Planner I
 - Jeffery Fryer, Sr Web and ADA Coordinator
 - Sarah Lara, Artaic Group, Owner's Rep

RFP Evaluation Results



- 5 Companies Submitted bid
- 4 Companies were shortlisted and interviewed
- Reference checks on final four
- The selection committed ranked their choices
- Vetted bid documents; compared costs for all four phases

Consultant Recommendation



- Davis Partnership Architects
- Based in Denver, Colorado
- Subconsultant Firms
 - Martin/Martin
 - Bridgers and Paxton
 - AE Design
 - Hydrosystems-KDI

Consultant Recommendation



- Phase 1 Professional Services Expertise Included:
 - Architecture
 - Interior Design
 - Landscape Architecture
 - Civil Engineering
 - Floodplain and Hydraulic Engineering
 - Structural Engineering
 - Mechanical and Plumbing Engineering
 - Electrical and Lighting Design
 - IT/Low Voltage Design
 - Irrigation Design



Evaluation Details

- Notes from Evaluation Process:
 - Have built a team of experts that reflect the complexity of our project.
 - Demonstrated their ability to meet schedule requirements
 - Provided clear plan for meeting the project milestones
 - Assigned project team has relevant project experience
 - Demonstrated ability to work collaboratively in a CMGC process to provide their clients with the best value

Phase 1: Restroom and Parking Lot





Phase 1 Contract

- Phase 1 Contract Amount \$255,426
 - Services Included:
 - Schematic Design
 - Design Development
 - Construction Documents
 - Construction Observation
- Contract in Partnership with PPRTA
 - Scheduled for CAC presentation May 7th
 - Scheduled for Board Presentation May 14th



Questions?

On December 3rd, 2024 City Council recommended staff proceed with next steps for Phase 1-4 of the Hiawatha Gardens Project. Due to the size and scope of the project this triggered the need for a Request for Proposals according to Chapter 3.32 of City Code. City Staff conducted the Request for Proposals procurement process. Based on the results of that process, they are recommending the following approach and selected consultant team.

Architectural and Engineering Services Strategy

Procurement for Design Services

In order to ensure the City received the best price and value for consultant services on Hiawatha Gardens and to ensure the design solutions were comprehensive, the decision was made to Request Proposals for all four phases of the project. The four project phases are as follows:

- Phase 1: Restroom and Parking Lot
- Phase 2: Pavilion and Plaza
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

The shortlisted proposals were interviewed and evaluated for their qualifications and ability to provide professional architectural and engineering services for all four phases. The shortlisted teams were also requested to provide fees for all four phases to ensure the costs would be competitive for all four phases.

Separate Contracts for each Phase of Design Services

The Design Services have been broken out separately by project Phase for two reasons.

1. To provide City Council with maximum flexibility to approve or deny each contract individually.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that are eligible for PPRTA funds are:

- Phase 1: Restroom and Parking Lot
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

Phase 1 and Phase 2 Contracts for Schematic Design through Construction Observation.

Phase 1 and 2 are being recommended for contracts from schematic design through construction. This is the recommendation based on the amount of funding that has already been identified for each Phase.

Phase 1 has been identified as fully funded based on cost estimates provided in December 2024. The funding sources identified include PPRTA, Mobility and Parking, and the COG Agreement.

Phase 2 has had partial funding identified through CIP Allocation and MACH funds. Utilizing MACH funds, the design documents could move through design and permitting. City Staff found that on the Carnegie Library Project, we had greater success securing grant funding with Construction Document level design materials. Therefore, we felt this would be the most prudent path to securing the additional funds necessary. Our recent experience securing loans identified the need to have construction documents and a cost estimate to secure a loan. By taking the project through construction documents at this time we would be able to provide City Council with the greatest flexibility around funding the construction costs and give the City the best possible chance to secure grant funding.

Phase 3 and 4 Contracts for Schematic Design Only

Phase 3 and 4 have been recommended for contract through Schematic Design only. This is a result of available funds. We have identified PPRTA funds that can be put towards schematic design. However, there are not enough available PPRTA funds to fully fund Phase 3 and 4 design documentation AND Phase 1's design and construction.

Staff felt that by including Phase 3 and 4 in the schematic design phase the project can still be designed holistically with the full construction of Phase 1-4 in mind while staying within the available project budget.

Pre-Construction Services Strategy

In order to meet the goal of completing parking lot and restroom construction by June 1st 2026, staff with the help of the Artaic Group discussed opportunities to save time in the schedule. The solution that was identified was to run the procurement process for a general contractor concurrently with procurement for design services.

What started out as a solution to save time on the project also offers other advantages that add value to the project and help reduce risk to the City.

Traditional Design Bid Build Approach

In a traditional design process (design-bid-build), the contractor would not be hired until after construction documents are completed. With the traditional approach there is a risk that Construction Bids received could be significantly higher than those reviewed during the design decision making process which could result in the following:

- Cost Overrun for the project budget and need to procure more funds.
- Significant design changes or scope reduction.
- Delayed construction start date due to the need for design changes and additional reviews and resubmittals.

When a contractor is not involved during the design process, we typically hire a consultant to create cost estimates at project milestones. This services can cost between \$6,000 and \$8,000 based on recent contracts for a single cost estimate.

Construction Manager/General Contractor (CM/GC) Method

In this approach, the contractor acts as a consultant during the design process and is brought on to provide Pre-Construction and estimating services. Therefore, the contractor that has provided pricing throughout the design decision making process is also the contractor that will construct the project once construction documents and permitting are complete. This approach offers the following advantages to the City:

- The benefits of constructability and pricing feedback as design options are being considered.
- Cost Estimates that are based on feedback from trade subcontractors' current costs and not based on past bids. This is critical in the current economic climate with tariffs.
- Identify risks early in the process so that the design can be adjusted
- Means and Methods expertise is provided allowing the design to be tweaked to be cost effective while maintaining design intent.

Separate Contracts for each Phase of Design Services

The Design Services have been broken into two contracts for two reasons.

1. To provide City Council with the flexibility to approve either contract independently.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that is eligible for PPRTA funds is Phase 1, 3 and 4: Restroom and Parking Lot (Lump Sum). This is a lump sum contract. The City originally requested Fransen Pittman

provide pre-construction services for just Phase 1 and 2 in the original contract. When we asked Fransen Pittman to add cost estimates for Phase 3 and 4 at the schematic design phase. they did not increase their lump sum cost, assuming those two estimates are performed within the six-month pre-construction period in parallel with Phase 1 cost estimates and services.

Conclusion

Based on our professional expertise, we recommend the above approach. Staff feels that this approach helps reduce the City's risk while creating the most collaborative dynamic between all parties involved which will result in the best project value for the City.



Memorandum

Title: Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 2 (Pavilion and Plaza)

From: Erin Ringsred, Planner and Landscape Architect II

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

May 6, 2025

Purpose:

Finalize contract with Davis Partnership Architects team that authorizes the contract to provide design services for Hiawatha Gardens Phase 2 (Pavilion and Plaza). Design services include the preparation of Schematic Design, Design Development and Construction Documents as well as Construction Observation Services

Background:

Supplemental Information regarding the overall strategy for items F4, F5, F6, F7, F8, and F9 will be uploaded on Monday May 5th. Due to time constraints and the need to meet PPRTA deadlines it could not be ready by May 2nd, 2025.

On February 18, 2025, staff published a Request for Proposals for comprehensive design services for Phases 1 through 4 of the Hiawatha Gardens project based on the alternatives selected by City Council on December 3, 2024.

Proposals were submitted on March 17, 2025. Proposals were reviewed by the selection committee and scored in accordance with the scoring criteria outlined in the Request for Proposals. The City received five proposals, and four teams were shortlisted for interviews by the selection committee. Interviews were conducted on April 3, 2025. The selection committee unanimously selected the Davis Partnership Team to perform the design services based on their qualifications and interview performance.

The Pavilion and Plaza have been identified as their own phase so that funding can be pursued separately from Phase 1, which will be funded by PPRTA.

Tree Removal:

Tree removal is not anticipated as part of Phase 2 at this time. In collaboration with the Design Team, General Contractor and City Staff, the extent of disturbance for the proposed improvements will be evaluated during the Schematic Design phase. If there



are any changes in the tree recommendations, City Council will be promptly notified.

Pros and Cons:

Pros: The proposed design services contract will allow Phase 1 and Phase 2 to be designed simultaneously and is the best approach for seamless transition between the two Phases. The completion of construction documents for Phase 2 will be advantageous as we pursue grant funding.

Cons: If postponed, the project will lose efficiency in time and cost that result from Phase 1 and 2 being designed, documented and estimated

Fiscal Impact:

The total design services cost for Phase 2 (Pavilion and Plaza), which includes schematic design through construction observation, is \$245,748. This includes reimbursable expenses and is not to exceed. The Design Service costs are intended to be paid with MACH funds allocated to Hiawatha.

The rough order of magnitude cost for Phase 1 is \$3,834,466. This does not include estimates for cost escalations, construction material testing, or owners' representative fees.

Workload Impact:

City staff and consultants will manage construction, which will include managing the construction, communications, and quality control inspections plus invoicing. Once the parking lot has re-opened, the additional landscape areas will require the evaluation of additional park staff needs.

Recommended Action:

Approve the AIA Contract with Davis Partnership through approval of the consent calendar.

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 1st day of May in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

and the Architect:
(Name, legal status, address, and other information)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

for the following Project:
(Name, location, and detailed description)

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

The Construction Manager (if known):
(Name, legal status, address, and other information)

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(795309367)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Phase 2 is anticipated to total approximately \$3,000,000 for hard (construction) costs .

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Start Date May 5th, 2025

.2 Construction commencement date:

November 2025 (current anticipated date, but may be spring 2026)

.3 Substantial Completion date or dates:

Pricing for construction drawings of Phase 2 will be expected in Q3 2025. Construction anticipated 2026 with potential to occur concurrent with Phase 1.

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

NA

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

PPRTA Representative, TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Fransen Pittman Construction

- .2 Land Surveyor:

- .3 Geotechnical Engineer:

TBD

- .4 Civil Engineer:

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Construction Material Testing - TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555
justin.dipietro@davispartnership.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Martin/Martin

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User Notes:

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.2 Mechanical Engineer:

Bridgers & Paxton

.3 Electrical Engineer:

A/E Design

.4 Other consultants and contractors:

(List any other consultants and contractors retained by the Architect.)

IT/Low Voltage: AE Design

Irrigation Design: Hydrosystems-KDI

Roof Consultant: Marx | Okubo

Civil Engineer: Martin/Martin

Traffic Engineer: Galloway

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 [Not Used]

§ 1.3.1 [Not Used]

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall design the Project to comply with all applicable Federal and State laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents; this includes, but is not limited to, the Americans with Disabilities Act ("ADA") and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with the above standard of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.2 The Architect shall pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.3 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state licensure), authority, personnel and working capital to complete the services required hereunder. The Architect represents that it has visited the site for the Project, familiarized itself with the conditions under which the services required hereunder are to be provided, and, represents that it will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.4 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall assist the Owner in defending any claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million dollars (\$ 1,000,000) for each occurrence and Two Million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than

the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million dollars (\$ 1,000,000) per claim and Two Million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

§ 2.6.9 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates one (1) year after the Architect issues the Certificate of Substantial Completion, which ends the Contractor's construction warranty period.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy

and/or completeness of such Shop Drawings and other submittals. The Architect shall take appropriate action if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after Substantial Completion and the issuance of a Certificate of Occupancy and prior to the expiration of any one (1)-year Contractor's or manufacturer's warranties, the Architect shall re-examine the Project and report to the Owner the status of the Contractor's completion or any observed deficiencies in workmanship or materials relative to the final inspection "Punch List" and all warranted work. The occurrence of such meeting alone shall not change the Substantial Completion date. Such meeting and the Architect's report shall be completed to allow appropriate time for the Owner to, if necessary, make warranty claims prior to the expiration of the one (1)-year warranty period.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Owner/Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Owner (As-Designed Only)
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Owner
§ 4.1.1.13 Cost estimating	Owner
§ 4.1.1.14 On-site project representation	Owner/Architect
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Owner
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Owner
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Architect
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Owner/Architect
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; except as defined in Architect's Fee Proposal dated April 3, 2025;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty Six (26) visits to the site by the Architect during construction; plus One (1) visit to the site by the MEP Design Engineer(s) for rough-in inspection
- .3 Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents, including site visit from Architect and MEP Design Engineer(s). These site visits are expected to be combined with visits noted in 4.2.3.2 above.
- .4 One (1) inspections for any portion of the Work to determine final completion; including (1) one site visit for an 11-month warranty walk prior to expiration of 1-year warranty.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 14 (fourteen) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with the Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.2.7 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the cost of any and all such services, on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect believes is not being rendered in a timely manner.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 [Not Used]

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall

require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This Section 5.12 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect, or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings, and other services rendered by the Architect and the Architect shall, without additional compensation, promptly remedy and correct any error, omissions, or other deficiencies in Architects work product that the Architect is determined to be responsible.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 [Not Used]

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications in the Construction Documents Phase as defined under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the fullest extent permitted by law, Architect shall indemnify and hold the Owner harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

- (a) the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or
- (b) Architect's breach of this Agreement.

except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.

This indemnity provision is to be interpreted to require Architect to indemnify and hold the Owner harmless but only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section.. This Section 8.1.3 shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section 8.1.3 are performed.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. The parties shall agree upon a mediator. If one of the parties refuses to mediate or if the parties are unable to agree upon a mediator, the Chief Judge of the Third Judicial District shall appoint a mediator. The costs of the mediator shall be shared equally by the parties and any attorney fees incurred by either party shall be the responsibility of the party engaging the attorney.

§ 8.2.2 Intentionally deleted.

§ 8.2.3 Intentionally deleted.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven

(7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner for convenience and without cause upon fifteen (15) days written notice to Architect. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Intentionally deleted.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such hazardous material or toxic substance within the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. In addition, the Architect shall not use any photos containing students without completion of the appropriate consent forms provided by the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 If the Architect or Owner receives information specifically designated as "confidential", the receiving party shall keep such information confidential and shall not disclose it to any other person except as required by law. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project. The Architect acknowledges and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. This Section 10.8 shall survive the termination of this Agreement.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Owner irrevocably assigns to the Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. The Owner shall cooperate with the Architect to establish Architect's eligibility for these federal tax credits. The Architect shall be responsible for the costs of the independent third-party energy study and certification.

§ 10.11 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.12 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. The Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from the Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, the Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from the Architect's failure to comply with all applicable laws or regulations.

§ 10.15 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.16 Pursuant to Section §24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Weld County School District RE-3J for the services required of the Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by the Architect, which work causes the aggregate amount payable under this Agreement to the Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). The Owner shall reimburse the Architect on a periodic basis as provided in this Agreement for all additional directed work performed by the Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to the Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Per Exhibit B - Davis Partnership Fee Workbooks

Init.

/

(Paragraphs deleted)

Phase 1 – Concept Design through Construction Administration

(Paragraph deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Per Davis Partnership fee workbooks & hourly rates

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are included in the compensation for Basic, Supplemental, and Additional Services and shall include only expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Mileage based on Federal rates in connection with the project and Owner requested out-of-town travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6

(Paragraphs deleted)

If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .10 Other similar Project-related expenditures.

(Paragraph deleted)

§

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

(Paragraph deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this Agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.

§ 12.2 All Architect statements, billings, and invoices for Basic Services, including, but not limited to the Supplemental Services, Additional Services, and Reimbursable Expenses shall be in such form as may be prescribed by the Owner and the State of Colorado.

§ 12.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

§ 12.4 No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement.

§ 12.5 If any provisions of this Agreement are finally determined to be invalid by a court of competent jurisdiction in which it may be sought to be enforced, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

§ 12.6 The Architect, its employees, agents, and subconsultants shall abide by all applicable laws and by all the Owner's policies and procedures while on the Owner's property, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's website for information on the Owner's policies.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 :

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

Init.

/

Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks,
Hourly Rates & Design Schedule, dated April 3, 2025

- 4** Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

David Daniel,, Principal in Charge

(Printed name, title, and license number, if required)

Init.

/

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(795309367)

Additions and Deletions Report for AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:01:00 ET on 05/02/2025.

PAGE 1

AGREEMENT made as of the 1st day of May in the year 2025

...

(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

...

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

...

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

...

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

PAGE 2

Per Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.

...

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado.

...

Phase 2 is anticipated to total approximately \$3,000,000 for hard (construction) costs .

PAGE 3

Start Date May 5th, 2025

...

November 2025 (current anticipated date, but may be spring 2026)

...

Pricing for construction drawings of Phase 2 will be expected in Q3 2025. Construction anticipated 2026 with potential to occur concurrent with Phase 1.

...

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

NA

...

N/A

§ 1.1.7.1 ~~If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

...

PPRTA Representative, TBD

PAGE 4

Fransen Pittman Construction

...

TBD

...

Construction Material Testing - TBD

...

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555
justin.dipietro@davispartnership.com

...

Martin/Martin
PAGE 5

Bridgers & Paxton

...

A/E Design

...

.4 Other consultants and contractors:
(List any other consultants and contractors retained by the Architect.)

IT/Low Voltage: AE Design
Irrigation Design: Hydrosystems-KDI
Roof Consultant: Marx | Okubo
Civil Engineer: Martin/Martin
Traffic Engineer: Galloway

...

§ 1.3 ~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~[Not Used]

§ 1.3.1 ~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~[Not Used]

PAGE 6

§ 2.2.1 The Architect shall design the Project to comply with all applicable Federal and State laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents; this includes, but is not limited to, the Americans with Disabilities Act ("ADA") and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with the above standard of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.2 The Architect shall pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.3 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state licensure), authority, personnel and working capital to complete the services required hereunder. The Architect represents that it has visited the site for the Project, familiarized itself with the conditions under which the services required hereunder are to be provided, and, represents that it will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.4 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall assist the Owner in defending any claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants.

...

§ 2.5 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million dollars (\$ 1,000,000) for each occurrence and Two Million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 7

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million dollars (\$ 1,000,000) per claim and Two Million dollars (\$ 2,000,000) in the aggregate.

...

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

§ 2.6.9 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

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§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price ~~proposal or Control Estimate~~ proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price ~~Amendment or Control Estimate~~ Amendment.

PAGE 10

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~the Owner's approval of the Construction Manager's Control Estimate~~, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates ~~on the date the Architect issues the final Certificate for Payment~~ one (1) year after the Architect issues the Certificate of Substantial Completion, which ends the Contractor's construction warranty period.

PAGE 11

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

...

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy and/or completeness of such Shop Drawings and other submittals. The Architect shall take appropriate action if the Architect becomes aware of any error, omission or inconsistency in such services or information.

PAGE 12

§ 3.6.6.5 Upon request of the Owner, As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after Substantial Completion and the issuance of a Certificate of Occupancy and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, any one (1)-year Contractor's or manufacturer's warranties, the Architect shall re-examine the Project and report to the Owner the status of the Contractor's completion or any observed deficiencies in workmanship or materials relative to the final inspection "Punch List" and all warrantied work. The occurrence of such meeting alone shall not change the Substantial Completion date. Such meeting and the Architect's report shall be completed to allow appropriate time for the Owner to, if necessary, make warranty claims prior to the expiration of the one (1)-year warranty period.

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§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2	Programming	<u>Owner/Architect</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	<u>Architect</u>
§ 4.1.1.5	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Owner (As-Designed Only)</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Owner</u>
§ 4.1.1.13	Cost estimating	<u>Owner</u>
§ 4.1.1.14	On-site project representation	<u>Owner/Architect</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Owner</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Owner</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Owner</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Architect</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Owner/Architect</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

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- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; except as defined in Architect's Fee Proposal dated April 3, 2025;

PAGE 15

- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price ~~Amendment or Control Estimate;~~ Amendment; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price ~~Amendment or Control Estimate.~~ Amendment.

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty Six (26) visits to the site by the Architect during construction; ~~plus One (1) visit to the site by the MEP Design Engineer(s) for rough-in inspection~~

- 3 Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents, including site visit from Architect and MEP Design Engineer(s). These site visits are expected to be combined with visits noted in 4.2.3.2 above.
- 4 One (1) inspections for any portion of the Work to determine final completion; including (1) one site visit for an 11-month warranty walk prior to expiration of 1-year warranty.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60~~ sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 14 (fourteen) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with the Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.2.7 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the cost of any and all such services, on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

PAGE 16

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect believes is not being rendered in a timely manner.

...

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™—2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. ~~[Not Used]~~

PAGE 17

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This Section 5.12 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect, or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings, and other services rendered by the Architect and the Architect shall, without additional compensation, promptly remedy and correct any error, omissions, or other deficiencies in Architects work product that the Architect is determined to be responsible.

...

§ 5.16 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. [Not Used]~~

PAGE 18

~~§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

...

§ 6.7 After incorporation of modifications in the Construction Documents Phase as defined under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

PAGE 19

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

~~§ 8.1.3 The To the fullest extent permitted by law, Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:~~

- ~~(a) the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or~~
- ~~(b) Architect's breach of this Agreement.~~

~~except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.~~

~~This indemnity provision is to be interpreted to require Architect to indemnify and hold the Owner harmless but only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section.. This Section 8.1.3 shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section 8.1.3 are performed.~~

...

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution litigation. The parties shall agree upon a mediator. If one of the parties refuses to mediate or if the parties are unable to agree~~

upon a mediator, the Chief Judge of the Third Judicial District shall appoint a mediator. The costs of the mediator shall be shared equally by the parties and any attorney fees incurred by either party shall be the responsibility of the party engaging the attorney.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Intentionally deleted.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Intentionally deleted.

PAGE 20

[☒] Litigation in a court of competent jurisdiction

...

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project,~~ Project for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ~~90 cumulative ninety~~ (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner for convenience and without cause upon fifteen (15) days written notice to Architect. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than seven-fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: Intentionally deleted.
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

...

§ 9.10 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

...

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such hazardous material or toxic substance within the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. In addition, the Architect shall not use any photos containing students without completion of the appropriate consent forms provided by the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

...

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. If the Architect or Owner receives information specifically designated as "confidential", the receiving party shall keep such information confidential and shall not disclose it to any other person except as required by law. The receiving party may also disclose such information to its

employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, ~~provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~ Project. The Architect acknowledges and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. This Section 10.8 shall survive the termination of this Agreement.

...

§ 10.10 The Owner irrevocably assigns to the Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. The Owner shall cooperate with the Architect to establish Architect's eligibility for these federal tax credits. The Architect shall be responsible for the costs of the independent third-party energy study and certification.

§ 10.11 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.12 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. The Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from the Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, the Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from the Architect's failure to comply with all applicable laws or regulations.

§ 10.15 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.16 Pursuant to Section §24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Weld County School District RE-3J for the services required of the

Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by the Architect, which work causes the aggregate amount payable under this Agreement to the Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). The Owner shall reimburse the Architect on a periodic basis as provided in this Agreement for all additional directed work performed by the Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to the Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

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Per Exhibit B - Davis Partnership Fee Workbooks

~~.2~~ — Percentage Basis

~~(Insert percentage value)~~

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Phase 1 – Concept Design through Construction Administration~~

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~~.3~~ — Other

~~(Describe the method of compensation)~~

...

Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be ~~the amount invoiced to the Architect plus~~ percent ~~(— %), or as follows:~~

...

Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Per Davis Partnership fee workbooks & hourly rates

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

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Per Exhibit B - Davis Partnership Fee Workbooks & Hourly Rates

...

§ 11.8.1 Reimbursable Expenses are ~~in addition to~~ included in the compensation for Basic, Supplemental, and Additional Services and shall include only expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~1 Transportation and authorized out-of-town travel and subsistence;~~ Mileage based on Federal rates in connection with the project and Owner requested out-of-town travel;

- ...
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - ~~.7~~ Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - ~~.8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
 - ~~.9~~ .7 All taxes levied on professional services and on reimbursable expenses;
 - ~~.10~~ .8 Site office expenses;
 - ~~.11~~ .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
 - ~~.12~~ .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~—~~ percent (~~—~~%) of the expenses incurred.

§

...

§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ~~—~~) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
(Insert rate of monthly or annual interest agreed upon.)

—%

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§ 12.1 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this Agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.

§ 12.2 All Architect statements, billings, and invoices for Basic Services, including, but not limited to the Supplemental Services, Additional Services, and Reimbursable Expenses shall be in such form as may be prescribed by the Owner and the State of Colorado.

§ 12.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

§ 12.4 No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement.

§ 12.5 If any provisions of this Agreement are finally determined to be invalid by a court of competent jurisdiction in which it may be sought to be enforced, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

§ 12.6 The Architect, its employees, agents, and subconsultants shall abide by all applicable laws and by all the Owner's policies and procedures while on the Owner's property, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's website for information on the Owner's policies.

...

.2 Building Information Modeling Exhibit, if completed::

...

[] AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[**X**] Other Exhibits incorporated into this Agreement:

...

Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

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David Daniel,, Principal in Charge

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:01:00 ET on 05/02/2025 under Order No. 2114477295 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



REQUEST FOR PROPOSALS (RFP)

RFP 2025-005

CITY OF MANITOU SPRINGS

Architectural and Engineering Design Services for: Hiawatha Gardens Restoration and Design

**Published
February 18, 2025**

**606 Manitou Avenue
Manitou Springs, CO 80829**

Request for Proposals: RFP 2025-005

City Contact: Erin Ringsred, Planner and Project Manager

Email: eringsred@manitouspringsco.gov

Invitation

The City of Manitou Springs (the City) (Owner) hereby invites qualified firm(s) interested in providing Architectural Services to submit a response to this Request for Qualifications and Proposal (RFP) in support of the following project:

- Phases 1 & 2:
 - Phase 1 includes building a new restroom structure, a concrete plaza, and a new parking lot with various site improvements.
 - Phase 2 includes the restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain.
 - Design process to begin in April 2025 and anticipate permit drawings to be completed by end of year 2025.
- Phases 3 & 4:
 - Phase 3 includes a new vehicular bridge in conjunction with the closure of Old Man's Trail.
 - Phase 4 includes the renovation of the existing Chase bank building into public restrooms and the creation of a transportation hub including repair/replacement of the existing parking lot to work with new site circulation.
 - Design process to begin in April 2025 and anticipate Schematic Design drawings to be provided by end of summer 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.

The Owner proposes to retain a highly qualified, capable firm(s) to act as the Architect throughout the planning, design, and construction of the complete project. The Architect and subconsultants will be expected to collaborate in a transparent and efficient manner with the City's Owner's Representative, Artaic Group.

All official communication with Candidates and questions regarding this RFP will be via email to the City Project Manager and Owners Representative at the delivery addresses listed below.

All Candidate inquiries will be responded to collectively prior to the "Clarification Deadline" in the schedule noted below. A clarification with replies to all questions will be emailed to all Candidates who have requested the RFP documents. Under no circumstances should candidates contact current consultant team members, or any individual associated with the Owner regarding this RFP or this project.

Schedule of Events

1. **RFP PUBLISHED:** February 18, 2025
2. **PRE-PROPOSAL SITE VISIT:** February 25, 2025 at 11am (MT)
3. **DEADLINE FOR QUESTIONS:** February 28, 2025 4:00 P.M.
4. **FINAL ADDENDUM ISSUED:** March 6, 2025 5:00 P.M.
5. **RFP SUBMITTAL DEADLINE:** March 17, 2025 4:00 P.M. (via electronic submittal)
6. **SHORT-LISTED CANDIDATES NOTIFIED OF INTERVIEW:** March 21, 2025
7. **INTERVIEWS:** March 27, 2025
8. **CANDIDATE NOTIFIED OF SELECTION:** No Later than April 2nd 2025
9. **PROJECT Estimated SUBSTANTIAL COMPLETION:** Estimated Construction for Phase 1 begins October 2025 and is completed by March 2026

Pre-Proposal Site Visti:

A pre-proposal conference will be held on date and time identified above, at the City of Manitou Springs Hiawatha Gardens, 10 Old Man's Trail, Manitou Springs, CO 80829. The purpose of this pre-proposal conference is to discuss this Request for Proposals.

Questions Criterion/Submittal Requirements:

The City will only accept questions emailed to the City Contact(s). **No verbal questions or questions through any other means other than email will be accepted.** Emails containing questions must contain the RFP Title and RFP Number in the Subject line.

Proposal Criterion/Submittal Requirements:

Proposals must be received no later than RFP Submittal Deadline and time identified above. *(Proposals received after this date and time will NOT be considered for award.)*

A signed Attachment A – Proposal Acknowledgement Form – must be included with submitted proposals.

The City will only accept proposals EMAILED to the City Contact(s). Emails containing proposals, or link to proposal, must contain the RFP Title and RFP Number in the Subject line. The body of the email must contain:

COMPANY NAME

RFP TITLE

RFP NUMBER

DUE DATE AND TIME

LINK TO PROPOSAL (if size of proposal exceeds email limitations).

Deliver responses via email to:

Ms. Erin Ringsred, Planner

Deliver 1 electronic copy (PDF Format) via email to: Erin Ringsred, City Project Manager via email – eringsred@manitouspringsco.gov via email with a cc: to Lily.Brunk@artaicgroup.com (Owners Representative)

BACKGROUND AND HISTORY

Manitou Springs was founded in 1872 by Englishman Dr. William Bell and his business partner General William Palmer as a scenic health resort. The town was incorporated in 1876 and is now a home rule city of approximately 5,000 residents.

“Manitou,” a Native American word for “great spirit,” describes this beautiful mountain community. Eight naturally carbonated mineral spring fountains, located throughout this historic town, run free for all who wish to enjoy their healing benefits. The Ute, Cheyenne and other Native Americans considered this area sacred for its healing springs and clean mountain air.

The naturally occurring mineral springs have a rich history of giving and restoring health to people who traveled thousands of miles to be healed by the magical waters. Today, health and wellness continues to be a draw for residents and visitors who come to the area for its unparalleled quality of life and holistic, spiritually uplifting personality.

Manitou Springs is also a vibrant artisan community, home to world class art, music, theater, and sidewalk sculpture displays. The Historic District is lined with unique art galleries, one of a kind gift shops and trading posts with handcrafted Native American treasures. Manitou Springs is home to dozens of artists and art galleries. The City’s economy is primarily tourism-based, and also relies on recreation and leisure services. The community has a range of boards and commissions that help to plan for and implement key community projects and facilities.

The City is approximately 3.2 square miles in area, with over 150 historic structures, including 27 historic arch bridges. Many homes are over 100-years old, and the approximately 30 miles of streets serving these residences are often narrow and steep.

The Hiawatha Gardens complex is a historically significant structure that is in close proximity to the center of the city. The City purchased the property known as Hiawatha Gardens in 2016; the property contains a large area for parking and historic structures, part of which date to before 1900, which has had various uses over the years. The City has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way.

For additional information you are encouraged to visit our website at <https://www.manitouspringsco.gov/412/Hiawatha-Gardens>

PROJECT DESCRIPTION

The City of Manitou Springs is seeking proposals from qualified companies for this project. Hiawatha Gardens is located at 10 Old Man’s Trail in Manitou Springs. Due to the procurement guidelines for the City, this proposal includes the full scope for all project phases. Fees for the full scope will be requested as part of the interview process; however, the overall timing will follow the below project phasing.

Phases 1 & 2:

- **Phase 1 Restroom and Parking Lot** – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise

requirement; construction of a new restroom structure outside of the floodplain; and creation of a plaza between the existing historic dance hall and new restroom structure.

- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.
- Design process to begin in April 2025 and anticipate permit drawings to be completed by October 2025 for Phase 1.

Phases 3 & 4:

- **Phase 3 Vehicular Bridge and Old Man's Trail Closure** – design and permitting of a vehicular bridge over fountain creek on the east side of 487 El Paso Boulevard and 466 Manitou Avenue. Closure of Old Man's Trail and integration into adjacent properties.
- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from Manitou Ave; new vehicular bridge in conjunction with closure of Old Man's Trail; new pedestrian bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site.
- Design process to begin in April 2025 and anticipate Schematic Design drawings to be provided by end of summer 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.

Work completed to date includes:

- Various community events and information sessions over the years as the City developed Concept Designs for the site, restroom amenities, and the future of the old dance hall.
- Architectural concept design drawings and a narrative have been completed along with conceptual engineering recommendations and narratives. All documents are included in the Exhibits noted below.

Supporting Documents

Exhibits associated with this RFP:

- Exhibit A – Hiawatha Gardens and Chase Bank Phasing Map
- Exhibit B – Hiawatha Gardens Concept Design Drawings
- Exhibit C – Hiawatha Gardens Concept Narrative
- Exhibit D – Hiawatha Gardens Concept Floodplain, Site Drainage, and Grading
- Exhibit E – Hiawatha Gardens Concept Structural Design Narrative
- Exhibit F – Hiawatha Gardens Concept Electrical Design Narrative
- Exhibit G – Hiawatha Gardens Concept Mechanical Design Narrative
- Exhibit H – Hiawatha Gardens Ecological Characterization Study
- Exhibit I – Chase Bank Site Concept Drawings
- Exhibit J – Hiawatha Gardens and Chase Bank Preliminary Schedule

COMPANY SELECTION / QUALIFICATIONS

1. Selection of company will be based on the submitted proposal.

2. This is a qualifications-based selection process. Qualifications-Based Selection is a procurement process developed as a process for public agencies to use for the selection of architectural, engineering, and construction services for public construction projects. It is a competitive contract procurement process whereby consulting firms or contractors submit qualifications to a procuring entity who evaluates and selects the most qualified company, and then negotiates the project scope of work, schedule, budget, and fees.
3. Evaluation and Award are discussed herein, and the successful company should be aware that:
 - a. The successful team will demonstrate significant experience with similar projects.
 - b. Preference will be given to local teams (Colorado presence and experience preferred.)
4. The awarded company shall:
 - a. Enter into a contract with the City using the City's standard Services Agreement
 - b. Maintain required insurance coverage for the duration of the contract period as outlined in the contract.
 - c. Operate as an independent company and will not be considered employee(s) of the City of Manitou Springs.
 - d. Be paid on invoices as satisfactory work is completed.

ANTICIPATED SCOPE OF SERVICES

The A/E Scope of Work will generally consist of the requirements in the AIA B133-2014 contract and the following:

All scope of work shall be completed in a collaborative and transparent manner. The Candidate should expect to attend occasional City Council Meetings and Design Advisory Group (DAG) Meetings, which may include evenings outside of normal business hours.

At all phases of design, the design team is expected to develop a list and design add alternates for the project for the Owner to review and make decisions if the alternates will be incorporated into the project.

It is expected the Candidate will provide the following sub consultants at a minimum for this project:

- Architecture
- Civil Engineering
- Structural Engineering
- MEP Engineering
- Fire Protection Design
- Lighting Design
- IT/Low Voltage Design
- Interior Design
- Roof Consultant
- Landscape Architect
- Irrigation Design

The Schematic Design, Design Development and Construction Document phases for the project shall be accompanied by progressively refined estimates of probable construction cost. Upon completion of each phase, the designer shall seek Owner authorization before proceeding to the next phase.

1. Schematic Design (SD)

Consisting of SD drawings, outline specifications and other documents illustrating the scale and relationship of Project components. Schematic Design should include the evaluation of systems for the project, including the ability of the Owner and their staff to operate and maintain the facilities considering any High Performance Design components. The Candidate will present SD documents to the DAG and Owner's Executive Committee for review and refinement. The Candidate will provide informational material for the public to view. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the facilities to refine the designs. SD documents shall be provided to the CM/GC to prepare construction cost estimates, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimates.

2. Design Development (DD)

Consisting of DD drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to site, architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. Continuing review of High Performance design ideas and operation and maintenance by the Owner.

DD documents shall be provided to the CM/GC to update the construction cost estimate, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimate. The project must be within the available budget in order for the project to move into Construction Documents.

The Design Advisory Group may still be meeting through the first half of Design Development. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the building to refine the design during Design Development. At completion of Design Development, the Candidate shall lead a community meeting to provide a progress update.

3. Construction Documents (CD)

Consisting of CD drawings and specifications setting forth in detail the requirements for the construction of the Project. These shall include a complete set of architectural, civil, site development, structural, mechanical, and electrical drawings including low voltage systems and I.T., any other information necessary for the design of the projects.

The Candidate will assist the CM/GC in preparation of a written report summarizing the construction cost estimates through the completion of this phase of work. After working on the construction documents, the Candidate will prepare a presentation of the Final Designs for the DAGs, Executive Committee and City Council and prepare informational presentation materials for the public with the Owner's Representative.

4. Bidding Phase and Construction Kick Off

The Candidate will assist the CM/GC in obtaining bids by rendering interpretations and clarifications of the drawings and specifications in appropriate written form. The Candidate shall assist the CM/GC in conducting mandatory pre-bidding conferences with all principal bidders, if requested.

5. Construction Administration

The Candidate must attend construction meetings no less than bi-weekly and as needed based on the stage of construction and will assist the CM/GC in administration of the project by reviewing and timely return of submittal and shop drawings, providing observation during construction, and providing project documentation in the form of supplemental instructions, requests for information, change orders, etc.

The Candidate and its consultants will regularly monitor the progress and performance of the General Contractor and give notice and recommend courses of action to the Owner if the contractual requirements are not being fulfilled. The Candidate will develop and maintain project files to include a record copy of all drawings, specifications, addenda, change orders and drawing modifications, shop drawings and product data. The Candidate will review applications for progress payments and final payments, and all documents in support of such applications and make the appropriate recommendations to the Owner. The Candidate will review all scope changes proposed by the Contractor and make recommendations regarding feasibility and costs. Construction Administration to continue through punch-list, move-in, and commissioning procedures.

6. Close Out and Warranty

The Candidate shall coordinate and attend all punch list inspections to verify that the project is substantially complete in accordance with the contract documents. The Candidate shall prepare “as-built” and record drawings and participate in final project debriefing meetings as may be scheduled by the Owner. The Candidate and its consultants shall attend an 11-month warranty walk as required by the Owner.

Project Team Members

The Owner intends to hire, or has already selected, the following professionals for the project team:

- Owner’s Representative - Artaic Group
- Architect – TBD
- General Contractor – TBD
- Commissioning Agent – TBD
- Geotechnical Engineer & Construction Material Testing – TBD
- Environmental Engineer – TBD

Submittal Requirements and Checklist

Submittals shall respond to each item noted below. Please limit response information to relevant information only.

1. Cover Letter / Letter of Interest

2. Firm Information

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing project
- Location of main office, if different, and size of staff
- Location of any proposed associate architect and size of staff
- Information on any claims or lawsuits your firm has had in the past 10 years.

3. Availability of Proposed Team

- Provide an organizational chart for your proposed team, including roles and responsibilities for each team member.
- Provide resumes for all key team members.
- Please note proposed key team members are expected to be involved throughout the life of the project and may not be changed without written authorization from the Owner.
- Provide your current availability per team member, based on current and planned workload.
 - o A sample table would look similar to the following and should be based on a % of full time (40 hours per week) at each stage of design outlined in Section C:

Team Member, Role	Concept	SD	DD	CD	CA
Jane Doe, Principal	25%	25%	10%	5%	0%
John Doe, Project Architect	30%	50%	50%	50%	25%
Etc.	X%	X%	X%	X%	X%

4. Similar Project Experience

- Provide project profiles for up to five similar projects in progress or completed by your firm, that the proposed project team has DIRECT involvement with in the last 10 years. Please include the following:
 - o Project Description
 - o Approximate Project Cost(s)
 - o Owner, Architect, & GC Information
 - o Indicate delivery method: Design-Build, CM/GC, Design-Bid-Build
 - o Relevance of the project
 - o Project Timeline

5. Project Approach

- i. Provide detailed information about what makes your approach unique and best suited for this project.
- ii. Describe your public engagement approach and demonstrate understanding of the City's Culture of Engagement
- iii. Describe how the design work will be completed for the Phase 1 improvements by October 2025 so that the City is able to meet our grant timelines.
- iv. Describe your experience with Vehicular Bridge design and highlight any challenges we should be aware of.
- v. Describe how your firm promotes a collaborative approach within a CM/GC delivery method?
- vi. How do you approach project challenges such as the potential for being over budget, over schedule and still ensure the quality of the finished project.
- vii. Describe your approach to sustainability in stormwater management, specifically as it relates to parking lots.

6. References

Provide up to five (5) references from projects completed or began within the past 5 years by your firm with contact information, along with a project description. Identify in the reference list which projects the proposed A/E team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal.

Evaluation Criteria

All proposals submitted in response to this RFP will be evaluated by a committee of City representatives, in accordance with the criteria described below. Offeror's proposals will be evaluated on the criteria listed below. Total scores will be tabulated, and the offeror with the proposal that is deemed to be the most advantageous to the City will be selected. If the City requests presentations by short-listed Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, Offerors should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows:

SUBMITTAL SECTION	POINTS
COVER LETTER	5 Points
FIRM INFORMATION	10 Points
AVAILABILITY OF PROPOSED TEAM	25 Points
SIMILAR PROJECT EXPERIENCE	25 Points
PROJECT APPROACH	25 Points
REFERENCES	10 Points
TOTAL	100 Points

Shortlist and Interviews

From the scoring results, the Executive Committee will shortlist 3 firms to invite to an in-person interview. The interview format will include an initial session/presentation prepared by the Architect and time for Q&A. Interviews will be 60-75 minutes. Fees and contract comments will be requested in advance of the interviews. Fees will be reviewed for all short-listed firms and will be a portion of the scoring matrix for final selection.

The proposed contract, fee/proposal request, and more detailed interview format information will be provided to the short-listed Architects.

Determination of Responsibility of the Offeror

The City awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror. A "Responsible Offeror" is defined by this proposal as one who has "the capability in all respects to perform fully the contract requirements, presents, perseverance, experience, integrity, reliability, capabilities, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an Offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

A selection committee comprised of City staff shall evaluate the proposals based on the criteria and weight given to each as set forth in the table below. Submitted proposals will be judged on the completeness and quality of its content. If necessary, based on the evaluations, a select number of companies may be invited to respond to a detailed request for an oral presentation.

ADMINISTRATIVE INFORMATION

Acceptance and Rejection

The Owner reserves the right to request additional information which, in the Owner's opinion, is necessary to ensure that the Owner has complete information with regard to the Professional Service Provider's competence, business organization, and financial resources to assist in determining if the Professional Service Provider is qualified.

The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. The Owner reserves the right to reject any and all proposals in response to this Request for Proposal that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Proposal at any time and will notify all recipients accordingly.

RFP Submission and Information

Proposals due at the specified date and time must be received at Owner's location (e-mail) by that date and time to receive consideration. Proposals received after the specified date and time are considered late and will not be eligible for review by the Executive Committee. Owner is not responsible for any late proposals received by mail or any other method of delivery.

The Owner is not responsible for costs incurred in the preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted. By submitting a proposal all Candidates agree to the terms and conditions of this RFP and the RFP will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work.

Candidates acknowledge all submissions to this RFP may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFP. It is assumed by the Owner that any Candidate providing a submission is responsible for receiving and reviewing all information provided by addenda and Candidate shall acknowledge receipt of addenda in their response to this RFP.

1. **Issuing Office:** The City of Manitou Springs agent listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.
2. **Official Means of Communication:** All official communication from the City to offerors will be via email to the City contact as identified on page 2 of this RFP. The City will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award.

3. **Inquiries:** Prospective offerors may make written inquiries by email to the City contact as identified on page 2 of this RFP before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference. No inquiries will be accepted after the deadline.

Inquiries regarding this RFP (be sure to reference RFP number) should be referred to the City's contact person as identified on page 2 of this RFP:

Response to offerors' inquiries will be e-mailed by the final addendum date listed herein. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the City of such matters immediately upon discovery.

4. **Insurance and Bonding:** The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Manitou Springs and its agents as "additional insured".

Coverage must include:

WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract;

COMMERCIAL GENERAL LIABILITY coverage written on ISO occurrence form CG00 01/10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury and advertising liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; \$1,000,000 products and completed operations aggregate and \$50,000 on fire; plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision;

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of offerors' owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. The City of Manitou Springs including officers, agents and designees shall be named as additional Insured for General and Auto Liability Insurance;

PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000 per Occurrence and \$3,000,000 aggregate.

EMPLOYER'S LIABILITY coverage with limits of at least \$500,000;

PERFORMANCE BOND in the amount of one hundred percent of the total project cost;

PAYMENT BOND for fifty percent of the total project cost.

5. **Modification or Withdrawal of Proposals:** Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.
6. **Minor Informalities:** Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.
7. **Responsibility Determination:** The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.
8. **Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly, any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
9. **Protested Solicitations and Awards:** Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Administrator. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.
10. **Confidential/Proprietary Information:** The City neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal/. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the City provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The City will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the contact for the City listed in this RFP.
11. **Acceptance of Proposal Content:** The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.
12. **RFP Cancellation:** The City reserves the right to cancel this RFP at any time, without penalty.

13. **Negotiation of Award:** In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

14. **Contract:** The selected offeror will enter into a contract, using the City's standard Services Agreement with the City of Manitou Springs for this work. The contract will set for the agreement and responsibilities as outlined in this RFP.

15. **RFP Response/Material Ownership:** All material submitted regarding this RFP becomes the property of the City of Manitou Springs, unless otherwise noted in the RFP.

16. **Incurring Costs:** The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

17. **Non-Discrimination:** The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

18. **News Releases:** Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Officer.

19. **Taxes:** The City of Manitou Springs is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes.

20. **Assignment and Delegation:** Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

21. **Availability of Funds:** Financial obligations of the City of Manitou Springs payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

22. **Standard of Conduct:** The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The City may request the successful company to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- c. Theft, vandalism, immoral conduct or any other criminal action.
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.
- e. Agents and employees of Contractor working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor shall require each of their employees to carry proper identification including company identification.

24. **Duty to Comply with State Investigation:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

25. Damages for Breach of Contract: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

26. Other Statutes:

- a. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- b. The signatory hereto avers that to his/her knowledge, no City of Manitou Springs employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : _____

PROJECT NAME: _____

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	
Name and Title of Primary Contact	
Company Address	
Phone Number	
Email Address	
Company Website	

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of the City of Manitou Springs.
- None of my employees or agents are currently employees of the City of Manitou Springs.
- I am not related to any City of Manitou Springs employees or Elected Official.

—

Printed Name: _____ Company Title: _____

Signature: _____

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

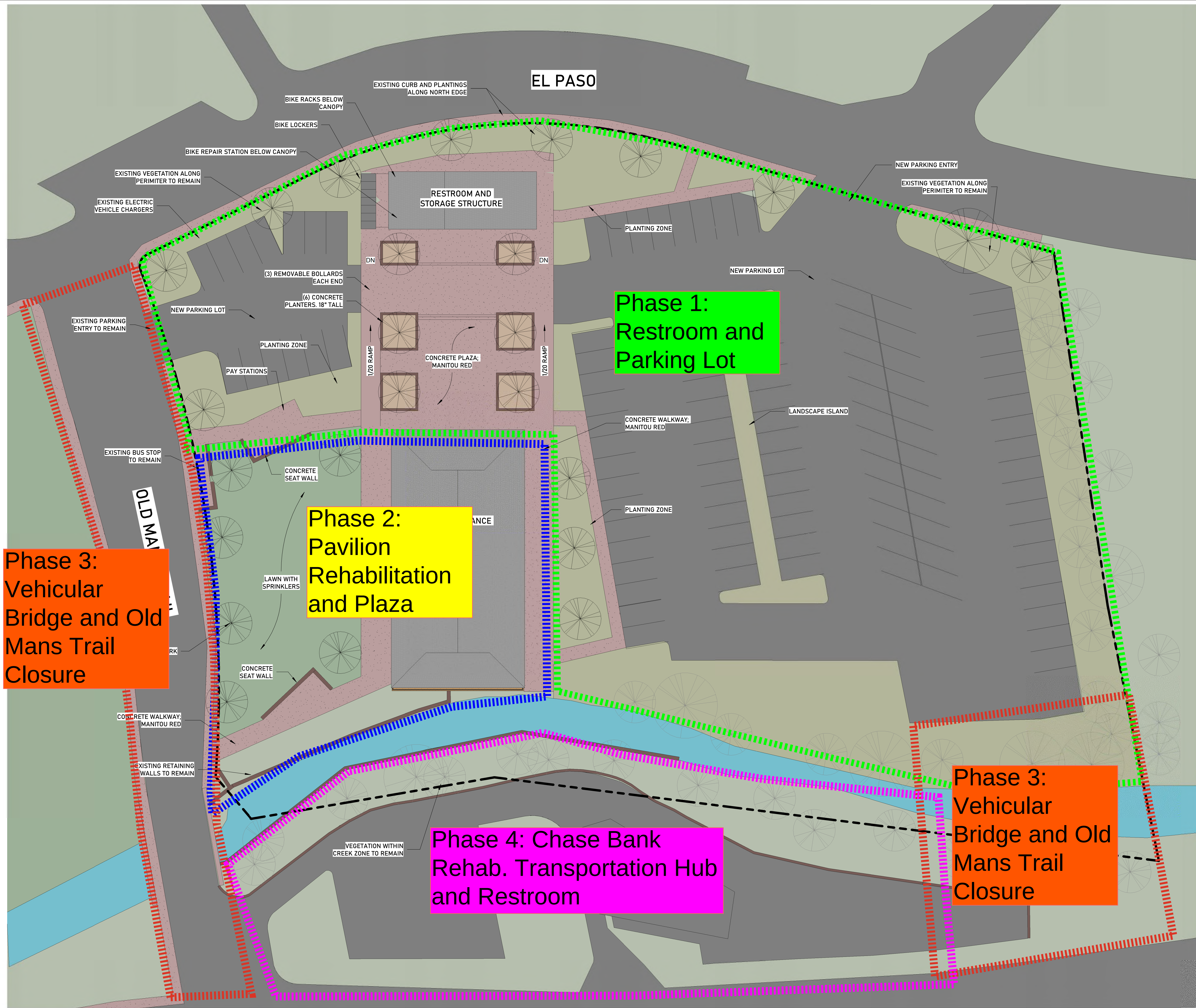
SITE PLAN - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

HEET No.

AS-102



1 SITE PLAN - OPTION 2 - OPEN AIR DANCE HALL
1" = 20'-0"

ATTACHMENT A

HIAWATHA GARDENS CONCEPT DRAWINGS

HIAWATHA GARDENS DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829



OPTION 1 - ENCLOSED DANCE HALL (FLOOD PLAIN REMOVED)



OPTION 2 - OPEN AIR DANCE HALL (FLOOD PLAIN REMAINS)

Option 2: Is the Option
Selected by City
Council to proceed into
Schematic Design.

CONCEPT DESIGN
2024-10-24

OWNER
CITY OF MANITOU SPRINGS
606 MANITOU AVENUE
MANITOU SPRINGS, CO 80829
p 719 685-5481 e N/A

ARCHITECT
WORKSHOP 40 ARCHITECTS
7822 W 17TH AVE
LAKEWOOD, CO 80214
p 720.364.2412 e ERIC@WORKSHOP40.COM



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HIAWATHA GARDENS
DANCE HALL

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.
G-001



AD-103



11. Reference Architectural Drawings for additional demolition information on existing building not indicated on demolition drawings.

12. DEMO 2X4 NAILED ON RAFTER TAILS AND DECKING BACK TO ORIGINAL FASCIA EDGE

[illegible]

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DEMO ROOF PLAN -
OPTION 1 AND 2

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

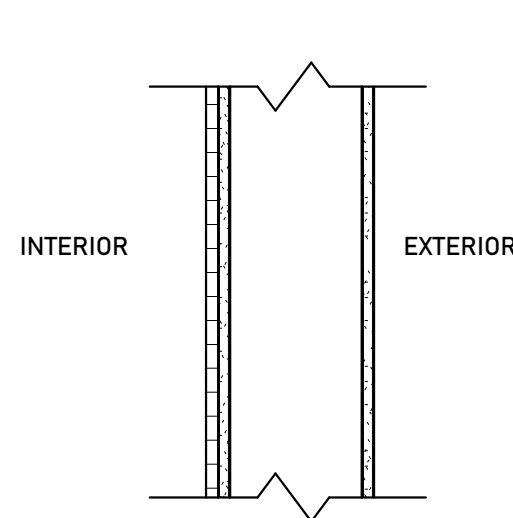
SHEET No.

AD-104

[illegible]

AD-403

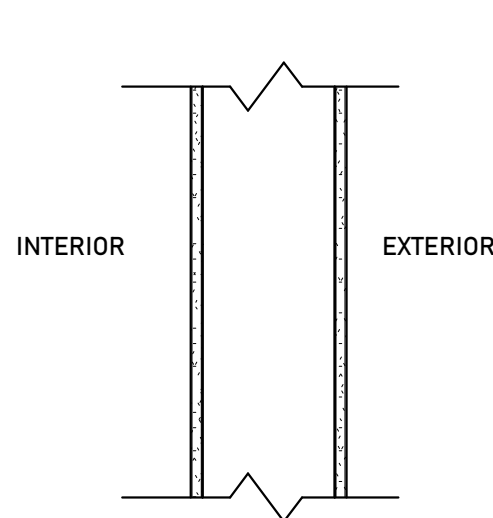




INTERIOR

- CERAMIC TILE (7' HIGH)
- 4X8 CMU

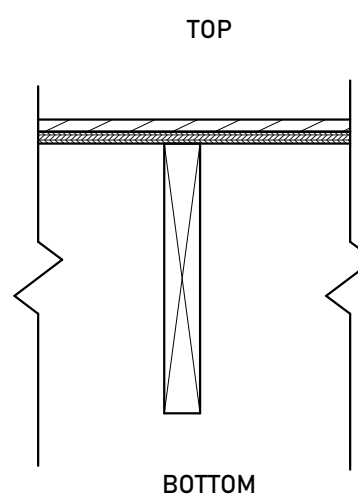
EXTERIOR



INTERIOR

- 5/8" GYPSUM BOARD
- 2X4 WOOD STUD
- 5/8" GYPSUM BOARD

EXTERIOR



INTERIOR

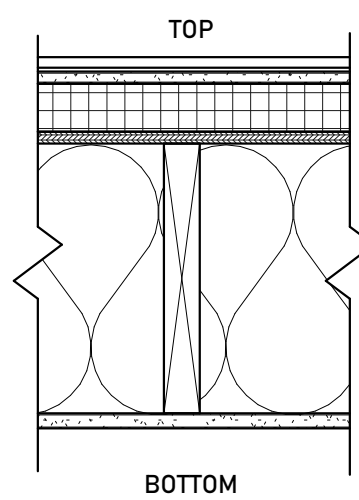
- 4" CAST IN PLACE SLAB; POLISHED; COLORED
- VAPOR BARRIER
- EARTH

EXTERIOR

INTERIOR

- EXISTING WOOD FLOOR; REPAIR AND REFINISH
- EXISTING DECKING
- EXISTING 2X JOISTS

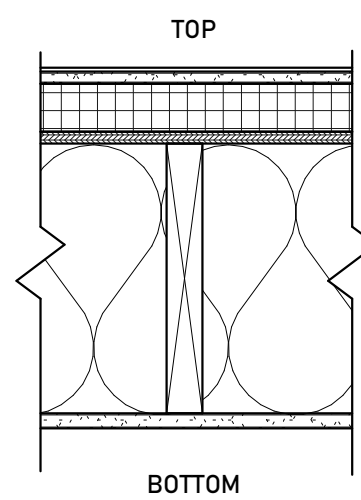
EXTERIOR



TOP

- STANDING SEAM METAL
- FELT UNDERLAYMENT
- 1/2" DENSDECK PRIME
- 2" XPS INSULATION
- DECKING; RE STRUCTURAL
- 2X JOISTS
- 1. FILL WITH BATT INSULATION
- 1/2 GYPSUM BOARD

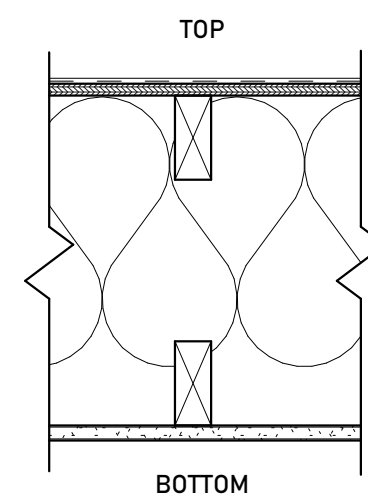
BOTTOM



TOP

- EPDM MEMBRANE; ADHERED
- 1/2" DENSDECK PRIME
- 2" XPS INSULATION
- NEW DECKING; RE STRUCTURAL
- 2X JOISTS
- 1. FILL WITH BATT INSULATION
- 1/2 GYPSUM BOARD

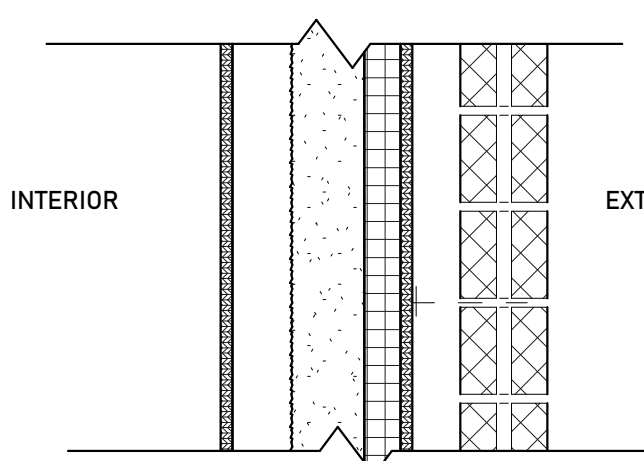
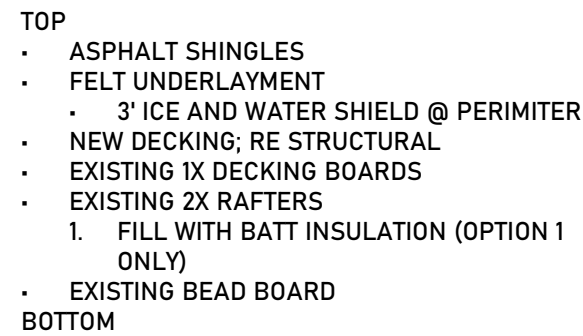
BOTTOM



TOP

- ASPHALT SHINGLES
- FELT UNDERLAYMENT
- 3" ICE AND WATER SHIELD @ PERIMETER
- NEW DECKING; RE STRUCTURAL
- NEW PRE ENGINEERED TRUSS
- 1. R-49 BATT INSULATION
- 1/2" GYPSUM BOARD

BOTTOM

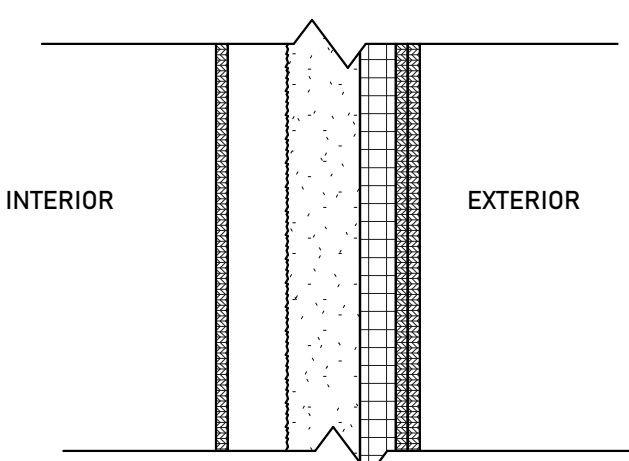


IECC - 2021 - R-7.5ci

INTERIOR

- 2" EPS RIGID INSULATION (OPTION 1 ONLY)
- DAMP PROOFING
- 10" CAST IN PLACE CONCRETE W/ FOOTER

EXTERIOR

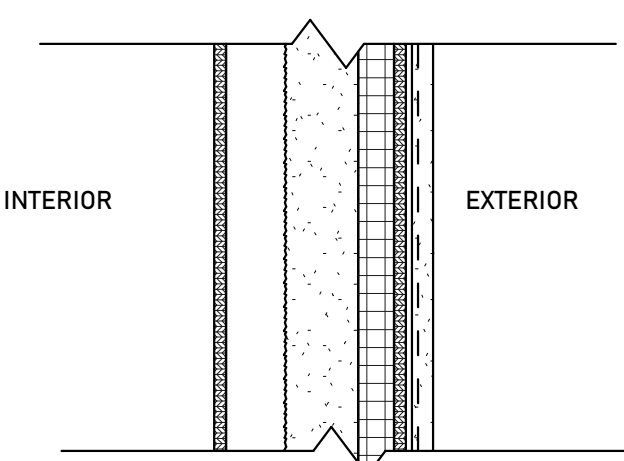


IECC - 2021 - 20&3.8ci OR 13&7.5ci OR 0&
20ci

INTERIOR

- 5/8" DRYWALL
- 2X6 WOOD STUD FILLED WITH R-20 (3"MIN) CLOSED CELL SPRAY FOAM.
- R-6 ZIP SHEATHING (1.5")
- BOARD AND BATTEN WOOD SIDING; PAINTED

EXTERIOR

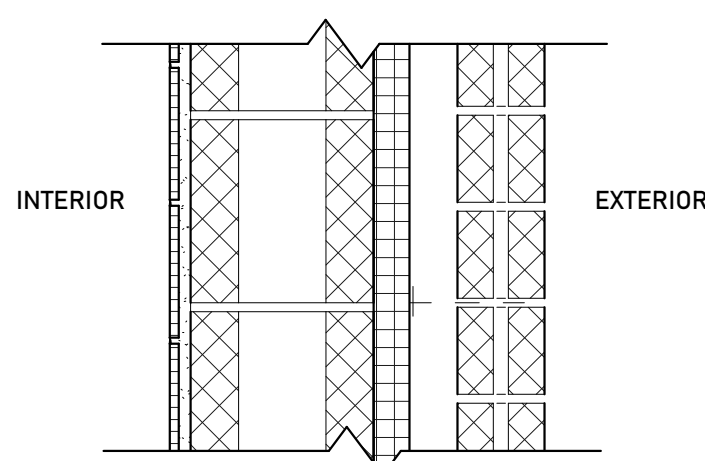


IECC - 2021 - 20&3.8ci OR 13&7.5ci OR 0&
20ci

INTERIOR

- 5/8" DRYWALL
- 2X6 WOOD STUD FILLED WITH R-20 (3"MIN) CLOSED CELL SPRAY FOAM.
- R-6 ZIP SHEATHING
- DRAINAGE MAT
- 3 COAT STUCCO; LATH, SMOOTH FINISH

EXTERIOR

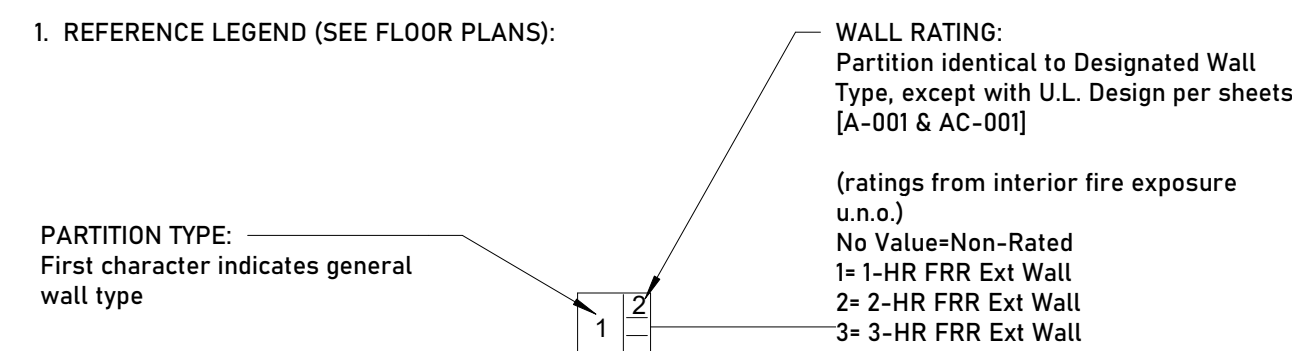
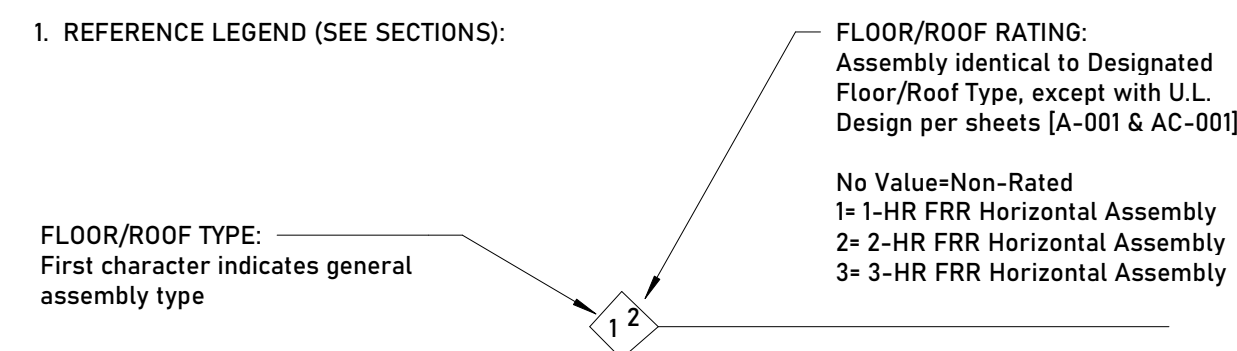


IECC - 20121 - R 11.4ci

INTERIOR

- CERAMIC TILE W/ LATH, SCRATCH, AND BASE COAT
- 8" CMU BLOCK
- 2" XPS RIGID INSULATION; TAPED JOINTS
- 2" AIR SPACE
- CUT STONE VENEER

EXTERIOR

$$1\frac{1}{2}'' = 1'-0''$$


10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

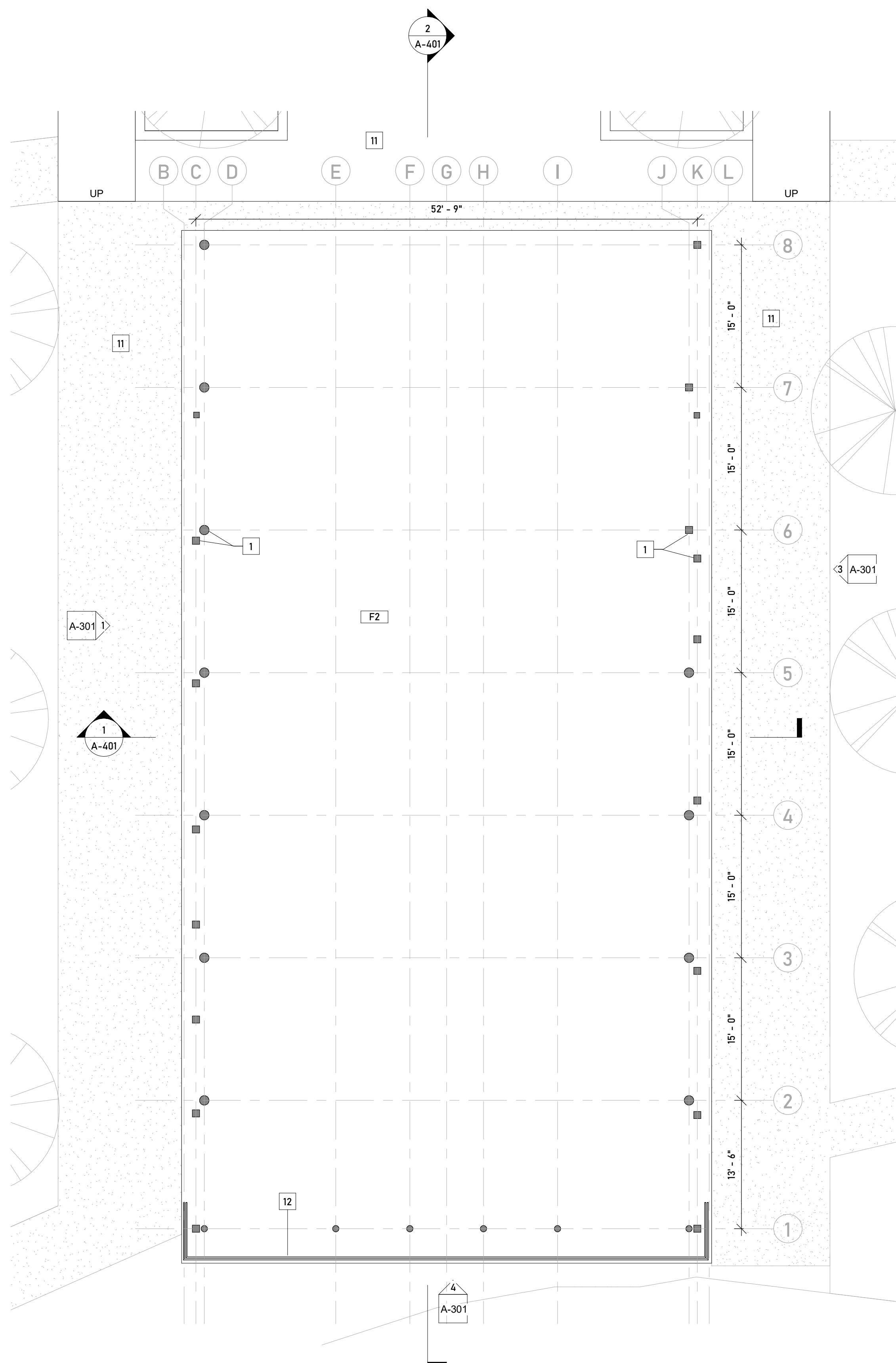
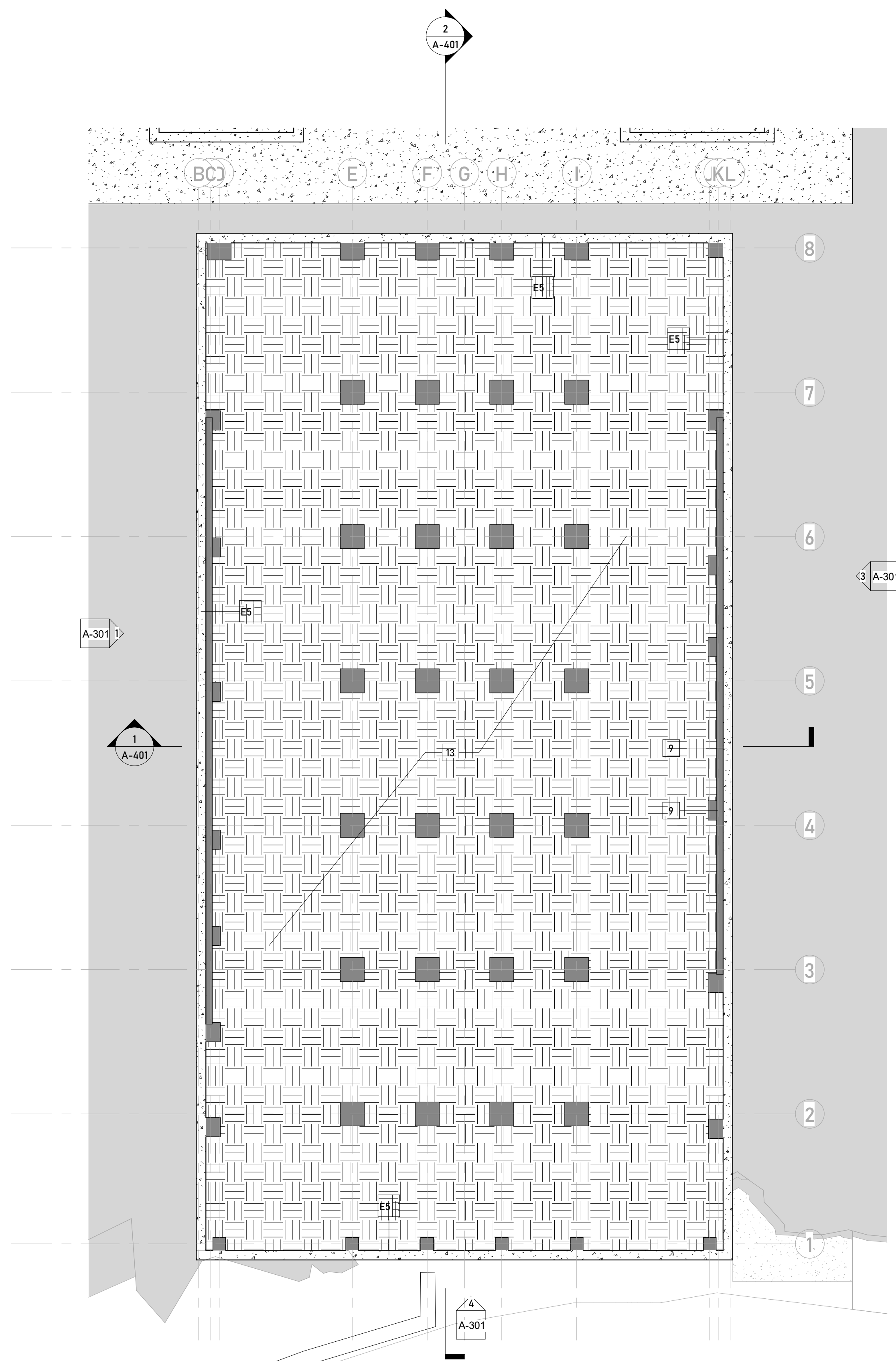
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PRINCIPAL IN	PROJ
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PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-001



- ### GENERAL KEY NOTES

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL, POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING, PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

[illegible]

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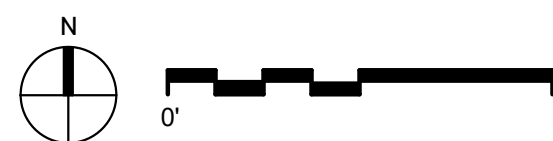
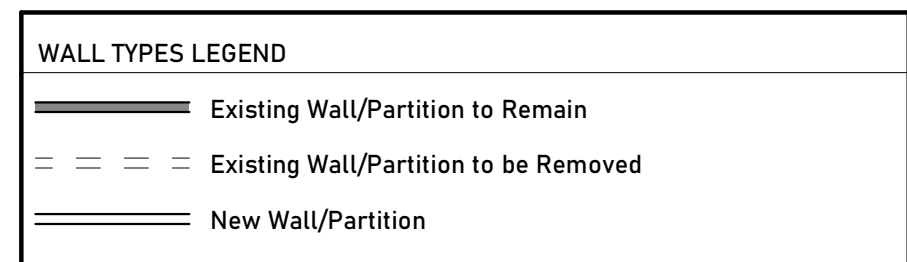
LEVEL 1 FLOOR PLAN -
OPTION 2 - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-101



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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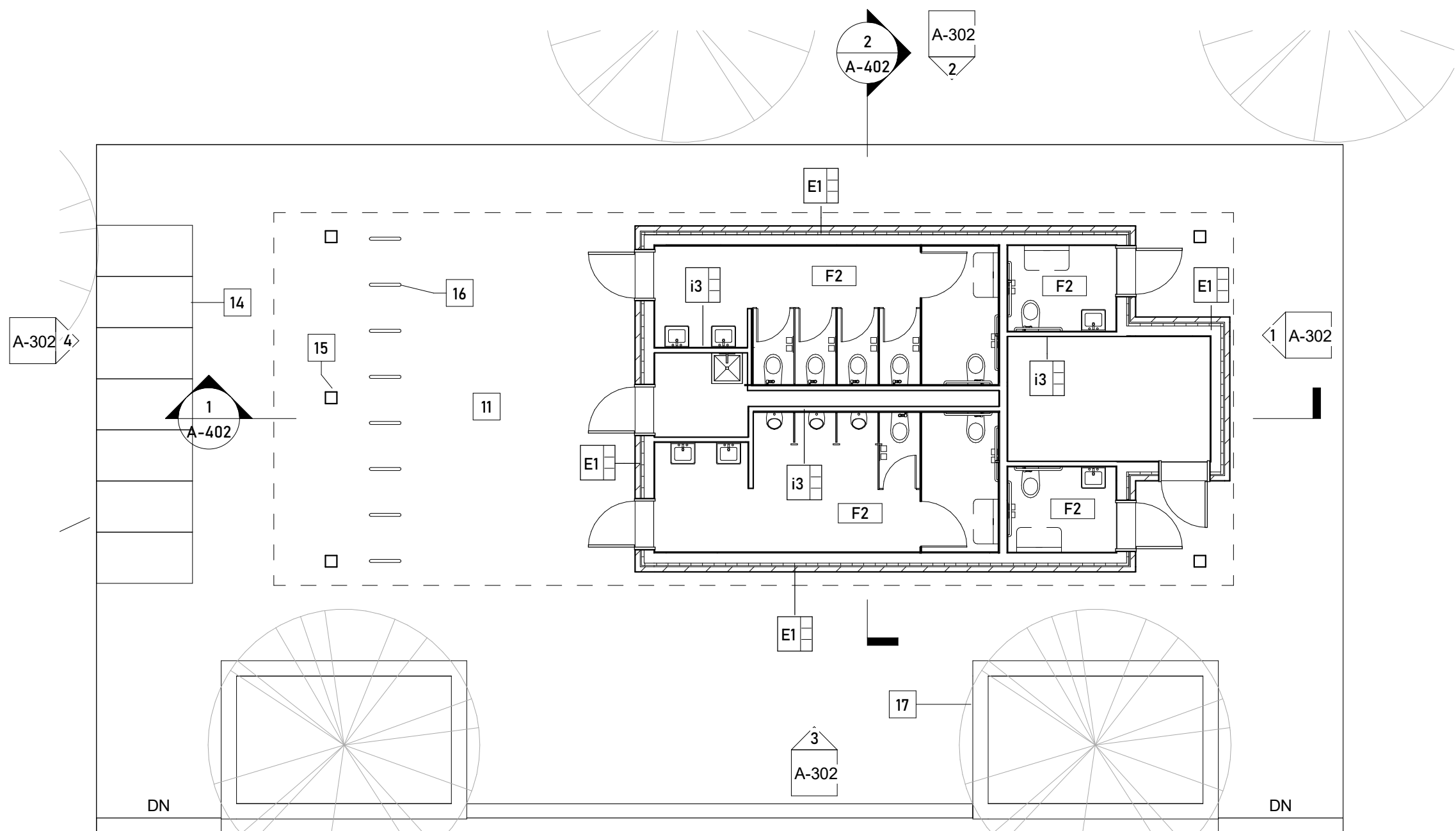
CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-102

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME



1 FIRST FLOOR - OPEN AIR - RESTROOM
1/8" = 1'-0"

WALL TYPES LEGEND	
	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS, CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTIRCAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

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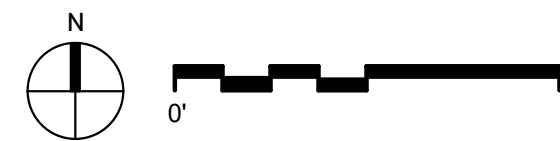
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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-106



2 ROOF PLAN - OPTION 2 - RESTROOM
1/8" = 1'-0"

1 ROOF PLAN - OPTION 2 - OPEN AIR DANCE HALL
1/8" = 1'-0"

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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LEVEL 1 RCP - OPEN
AIR DANCE HALL

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

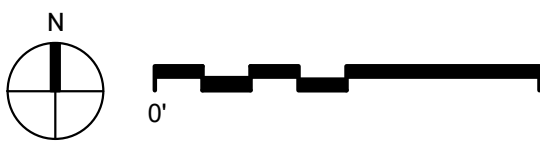
A-202

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCEMENT REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

WALL TERMINATION LEGEND	
	Extend Wall to Underside of Structure
	Extend Wall to 4" Above Ceiling
	Wall to Underside of Ceiling

WALL TYPES LEGEND

	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



2 FIRST FLOOR RCP - OPTION 2- RESTROOM
1/8" = 1'-0"

1 FIRST FLOOR RCP - OPTION 2 - OPEN AIR
1/8" = 1'-0"



- HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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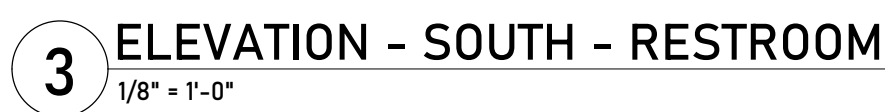
**BUILDING EXTERIOR
ELEVATIONS - OPEN
AIR DANCE HALL**

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-301



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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**BUILDING EXTERIOR
ELEVATIONS -
RESTROOM**

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-302



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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BUILDING SECTIONS - OPEN AIR PAVILION

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-401



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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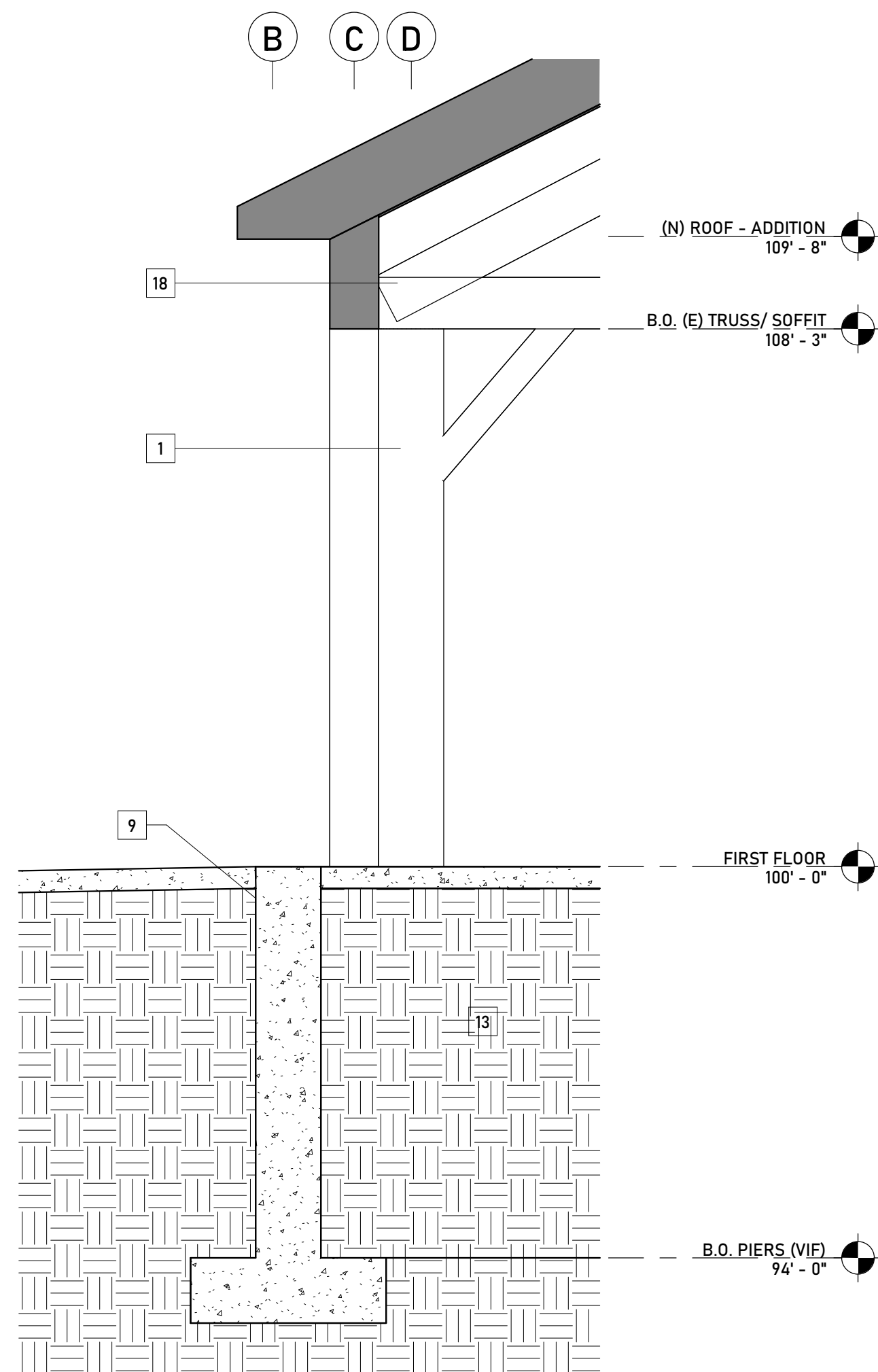
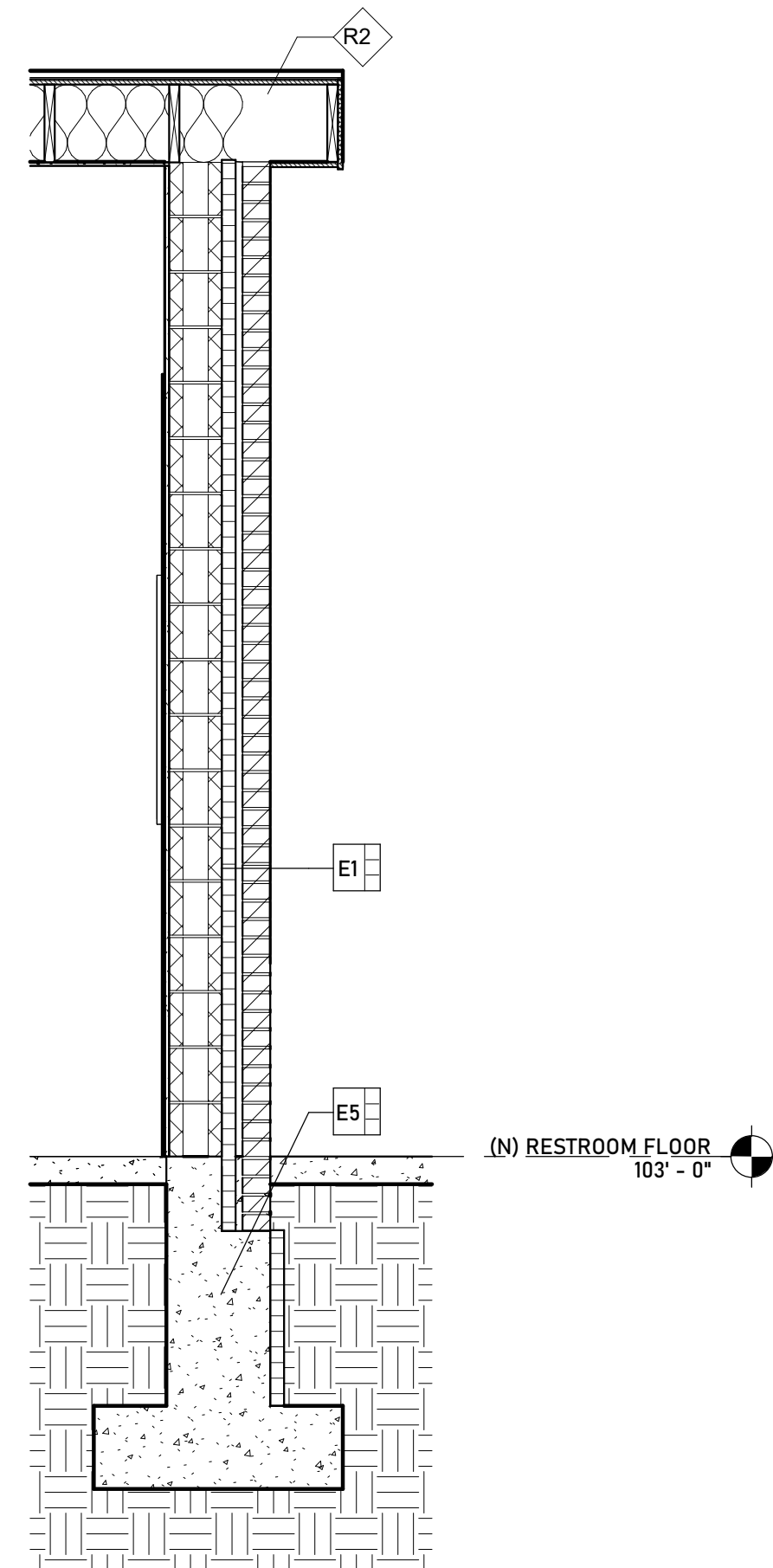
BUILDING SECTIONS - RESTROOM STRUCTURE

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-402



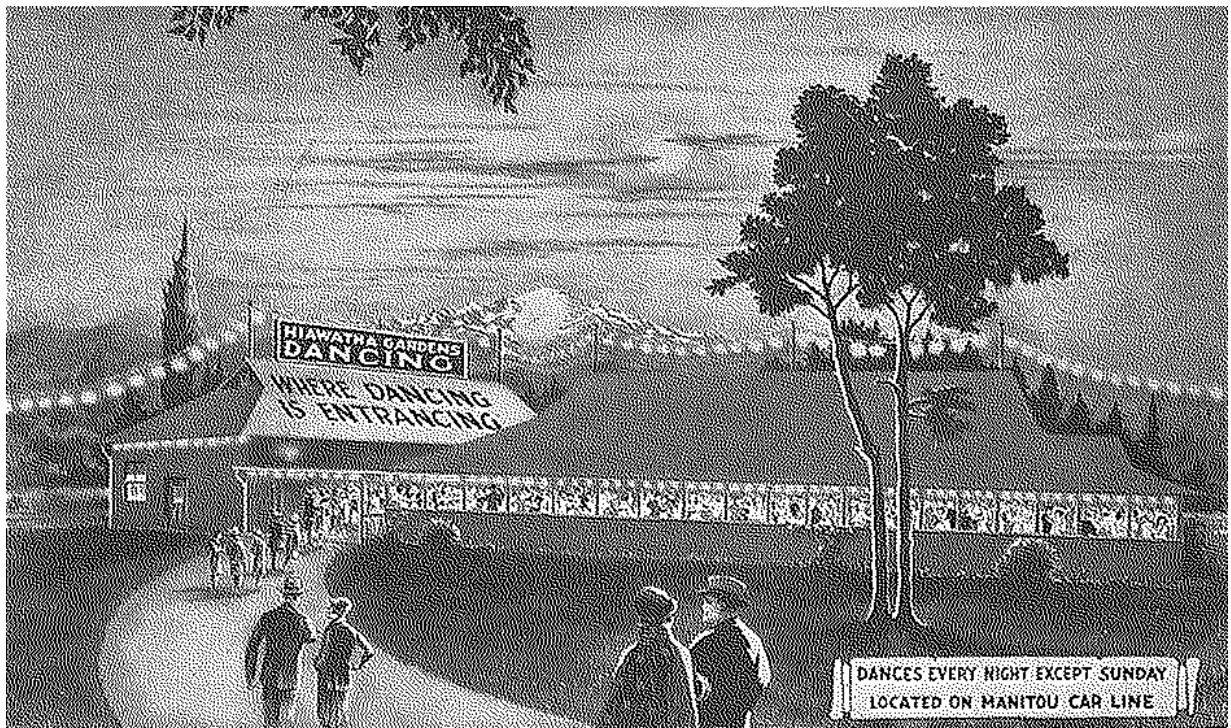
ATTACHMENT B

HIAWATHA GARDENS CONCEPT NARRATIVES

HIAWATHA GARDENS HISTORIC DANCE HALL AND MOBILITY HUB

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DESIGN NARRATIVE



PROJECT SUMMARY

OVERVIEW

The City of Manitou Springs has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way. This Concept Design package uses those documents as a launching point to explore two design options that work with the 100 year floodplain.

The general program for this project is below.

- Restore the historic dance hall structure and renovate into a community amenity.
- Create mobility hub support amenities for bus, car, bike, and pedestrian users.
- Add public plaza space to support community needs as well as the mobility hub

The primary design hurdle the project is needing to overcome is that the existing dance hall's finish floor is located approximately 2.1ft below the 100 year floodplain. While multiple solutions are available to resolve this, both the available funds and the existing building's structural integrity have ruled many out by the City.

The below two design options were selected by City Council to be explored to a Concept Design level and to have cost estimates provided to aid in the final decision making process. These are discussed in more detail in their respective sections.

OPTION 1 - ENCLOSED DANCE HALL - FLOOD PLAIN REMOVED

This option explores what it would take for the previous preferred enclosed dance hall design to be constructed with the 100 year floodplain restrictions. Due to flood loading of exterior walls and lack of ability for the existing structure to resist, a path that removed the building from the floodway was embarked upon. This resulted in a design that includes floodway improvements to Fountain Creek such as retaining walls, widening the floodway, and adding culverts below Old Man's Trail.

OPTION 2 - OPEN AIR DANCE HALL - FLOODPLAIN REMAINS

Due to the anticipated expense of Option 1 and other flood proofing strategies, turning the dance hall into an open air pavilion was desired to be explored. The idea being that lateral flood loading would be diminished with the dance hall's exterior walls removed.

Option 2 was selected by City Council during the 12/3/2024 work session.

BUILDING HISTORY

The following was researched by Echo Architects and provided to the City of Manitou Springs in their 2016 Evaluation and assessment of 10 Old Man's Trail. This is a summary history taken from the archives of the Colorado Springs Gazette Telegraph, site observations, and interviews.

1889: The original three story Southern building was built by F.L. Smith who operated it as a "Public Resort for Gentlemen". The reported construction cost was \$8,000.00.

1890-1920: At an unknown date Adolph Fehringer purchased the original building and built the building that currently sits on the South end of the site. (This building is referred to as 'Structure 1' throughout this report). This complex was used as a restaurant, beer garden, and theatre.

1911-1918: Vacant

1918: In 1918 the property was acquired by Hal Leddy, who operated the building as a Dance Hall. It is reported that all four sides of the ballroom were open to the air. It is assumed that this modification was made at this time. As part of the improvements he drilled a well, near the main entrance, which reportedly produced a "good flow" of mineral spring water.

08.19.1920: August 1920 there was fire that completely destroyed the original North Building. The fire only slightly damaged the South Building (Structure 1).

1920-1921: The current Northern Building was built (this is referred to as Structure '2' throughout the report). It is assumed that this is when the flat roofed connection between the two structures was constructed. During this era the Paul Whitman orchestra played, the Lawrence Welk Orchestra played, and Rudolph Valentino made his only personal appearance in America on his transcontinental dancing tour.

1941: Gene Worley becomes the owner.

1951: Howard Geib and Carl Hornburg purchase the building and continued to operate it as a dance hall. The September 30, 1951 GT article announcing this sale mentioned that the dance floor was mounted on cork to make dancing less tiring.

1952-1995: At an unknown date the complex was converted into a restaurant. Multiple flat roofed additions were installed around the perimeter of the original buildings during this phase. The latest restaurant to occupy the space during this era was "The House of Prime Rib"

1995—current: The El Paso Assessor's records show that the current owners, Mohammed and Laila Alami acquired the property July 26, 1995 for \$285,000.00. They have operated the Tajine Alami restaurant in the north part of the building since acquiring it. The dance hall (Structure 1) has not been in use since 1995.

2011: The property was recently listed for sale by Jerry Trent, Broker Associate with ReMax Properties. The Pikes Peak Association of Realtors web site lists the following information for this property:

Land area: 1.29 acres

Building area: 14,248 sf

Asking price: \$1.5 mil

2015: The Property was purchased by the City of Manitou Springs \$1,050,000.

EXISTING CONDITIONS - SITE

The Hiawatha Gardens site contains the historic dance hall structure, paved parking lot, EV charging stations, pay stations, bus stop, bike storage, bike rental, and portable toilets. The site is adjacent to Fountain creek, which is why the structure is located within a 100 year flood plain. The West and North edges of the site are landscaped which is intended to remain. The East and South edges of the site contain naturally occurring plants and trees.



VIEW FROM OLD MAN'S TRAIL BRIDGE



VIEW FROM EL PASO SHOWING EXISTING PERIMETER PLANTING



VIEW OF BUS STOP



VIEW LOOKING SOUTH WEST SHOWING PARKING LOT

EXISTING CONDITIONS - CREEK

The site and structure are located directly adjacent to Fountain Creek which is a floodway. The 100 year flood plain located on the project site is a result of this adjacency. The existing retaining walls along the creek show erosion at the water line and have the potential for sudden failure during a significant event.



EXISTING CONDITIONS - TRUSS

The existing queen trusses are a significant element of the buildings interior character.



EXISTING CONDITIONS - FOUDATION

The existing foundations consist of stone, concrete, and wood. Multiple areas do not have any foundation below in addition to other areas having wood in direct contact with soil. Wood beams, joists, and decking sit above.



OPTION 2 - OPEN AIR PAVILION



*TREES SHOWN SMALL FOR CLARITY

OPTION 2 - FLOODWAY



*TREES SHOWN SMALL FOR CLARITY

OPTION 2 - ACTIVITY ZONES



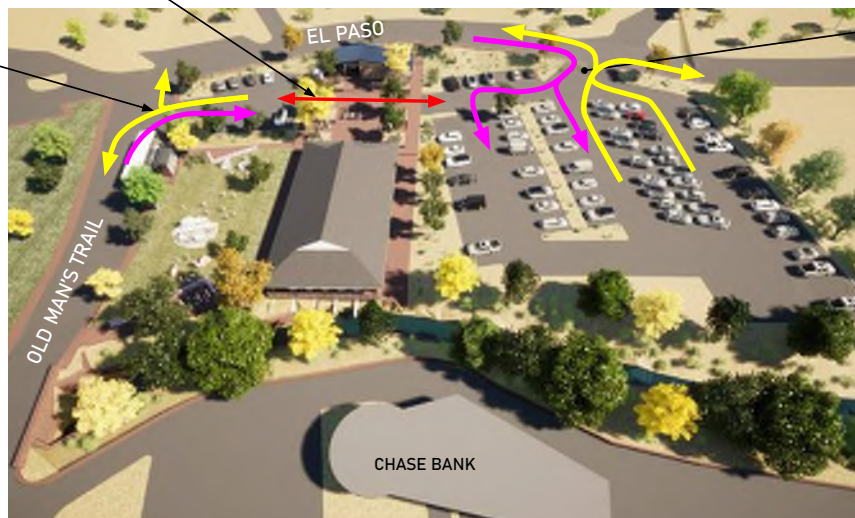
OPTION 2 - PLANTING ZONES



OPTION 2 - PLANTING ZONES

REMOVABLE BOLLARD
PROTECTED DRIVE
AISLE THROUGH PLAZA

EV CHARGING AND
RESERVED PARKING



MAIN PARKING LOT
ENTRANCE

PLAZA LIGHTING

SHADE TREE PLANTER

REMOVABLE BOLLARD

PROTECTED DRIVE
AISLE



OPTION 2 - ACCESS



OPTION 2 - INTERIOR

REFINISHED AND
REINFORCED EXISTING
TRUSSES AND CEILING



CRAWL SPACE LIKELY
TO BE INFILLED.
NEW MANITOU RED
CONCRETE FLOOR

REINFORCED COLUMN
HEAD AND SILL WITH
NEW FOUNDATION
WALLS ANTICIPATED

Hiawatha Gardens - Concept Engineering Recommendations

October 24, 2024

City of Manitou Springs

606 Manitou Avenue

Manitou Springs, Colorado 80829

Introduction

The concept engineering recommendations presented in this report are for the existing Hiawatha Gardens site located at 10 Old Mans Trail in the City of Manitou Springs. The existing site is situated on the north side of Fountain Creek adjacent to Memorial Park. The site contains the existing historic dance hall, and an asphalt paved parking lot.

The purpose of the concept engineering recommendations presented is to review existing and proposed infrastructure options to accommodate a concept level understanding of what options the City of Manitou will have to improve the Hiawatha Gardens site for their vision as a community center and mobility hub for the people of Manitou Springs. These recommendations will also assist with future detailed design and construction drawings following approval of a recommendation in this report. Previously, several concept level recommendations were presented and reviewed by City Council during a City Council meeting dated June 11, 2024. This meeting was intended to give City Council an overview of the possibilities for the overall site. City Council has requested further information about two (2) specific options prior to making a final decision.

~~**Option 2** is for the 100-year floodplain to be effectively removed from the existing Hiawatha Gardens Dance Hall building extents. This option requires improvements to increase the flood capacity within the Fountain Creek corridor and crossing under Old Mans Trail.~~

Option 4 is for the 100-year floodplain to remain as is, meaning that the Dance Hall will remain within a FEMA Zone AE Floodplain with Floodway. The existing Hiawatha Gardens Dance Hall will become an open-air pavilion (remaining within the floodplain) with additional improvements to the site, such as restroom facilities and storage to be placed outside of the floodplain north of the existing dance hall.

This report explores more specifically the floodplain channel improvements and ecological impacts on a conceptual level for option 2 and site drainage and grading for both options to work. GIS LiDAR contour data is being used for conceptual level recommendations.

Referred to as Option 2: Open Air Pavilion in Exhibit C



Floodplain Channel Improvements (Option 2)

Improvements to the adjacent stream are a major aspect of the proposed project to be considered for if the building should remain in the floodplain or be removed entirely. Because the building has historical significance and is being preserved, the proposed improvements in option 2 are to include measures to decrease Base Flood Elevations (BFEs) on the property with the intent to remove the historic building from the floodplain or lower the depth of flooding. In the case of removal from the floodplain, this would have the benefit of removing the requirement to pay flood insurance (though it would still be beneficial to pay at a reduced rate due to the proximity of the channel). If reduction of the floodplain elevation is all that is achievable, it will make protecting the building from flooding easier and make the flooding less damaging to the historic structure by reducing the depths and forces of the flood waters pushing on the building walls.

To achieve the necessary reduction in Base Flood Elevations (BFEs) and contain the 100-year flood flows within the adjacent channel, improvements to both the adjacent channel and existing culvert at Old Man's Trail will be required. The existing Fountain Creek corridor width will need to be increased to 50 to 80 feet wide. This can be achieved by grading to the south into the existing City owned parcel, currently an out of service Chase Bank. Retaining walls can be utilized as needed to minimize the footprint of disturbance. In addition, the capacity of the culvert at Old Mans Trail will need to be increased to pass the full 100-year flow to avoid flooding of the building due to sheet flow from Old Mans Trail being overtopped. The increased capacity could be achieved by raising the profile of Old Mans Trail and grading a floodplain bench on the north side of the channel west of Old Mans Trail. Additional culverts could then be placed within the expanded floodplain bench to pass flood flows. Potential channel improvements include in-stream drop structures such as sculpted concrete (see example, Figure 1) or boulder cross vanes and bank stabilization such as riprap, soil lifts, and revegetation. These measures provide added stability within the creek and limit future erosion to protect culverts, trails, retaining walls, and other infrastructure near the creek corridor.



Figure 1 Example Sculpted Concrete Structure

These improvements in the concept for option 2 have the added benefit of allowing potential pedestrian access to the creek and provide additional space within the corridor for a pedestrian trail along Fountain Creek with access to Memorial Park.

A conceptual design layout showing improved corridor retaining walls, culverts, and trails is included as Attachment 1 of this report. The proposed layout is based on the best available GIS LiDAR for the area. GIS LiDAR is known to be inaccurate within streams and areas of heavy vegetation, so some assumptions had to be made regarding retaining walls and channel improvements. Topographic ground survey within the channel will be required to verify the proposed design layout and produce construction drawings if this alternative is selected.

Floodplain Development Permitting in association with Fountain Creek Channel Improvements:

Fountain Creek through Manitou Springs is a mapped FEMA Zone AE floodplain, meaning there are regulatory floodplain and floodway delineations of Fountain Creek as well as BFEs. Construction within the floodplain and floodway limits of Fountain Creek are regulated in collaboration with FEMA, Colorado Water Conservation Board (CWCB), and the Pikes Peak Regional Building Department (PPRBD). Construction activity will require the project to obtain a Floodplain Development Permit (FDP) through the PPRBD. An FDP can be obtained through a no-rise certification, requiring modeling and documentation that show the improvements within the channel do not cause a rise over the proposed BFEs, or through a CLOMR if the proposed project will cause an increase in BFE. Regardless of permitting path, it will be in the best interest of the City of Manitou Springs to complete a LOMR following completion of construction. Upon final acceptance, the LOMR will update the regulatory floodplain, floodway, and BFEs based on the

~~constructed improvements. This step, although not always required, is recommended to remove the Hiawatha Dance Hall building from the regulatory floodplain limits.~~

Ecological Characterization Study

As part of the major development plan being proposed at Hiawatha Gardens, an Ecological Characterization Study was conducted per Manitou Springs Code of Ordinance 18.03.10.5 to document the natural features of the project area, evaluate wildlife use and potential movement corridors, identify prominent views, record patterns of native and non-native vegetation, and locate any wetlands or other notable water bodies. For this assessment, Matrix conducted a desktop analysis for known federal threatened and endangered species, critical habitats, potential presence of State Species of Greatest Conservation Need (SGCN), potential presence of migratory birds protected by the Migratory Bird Treaty Act (MBTA), and wetlands and waterways defined by the National Wetland Inventory (NWI) and National Hydrography Dataset (NHD). Additionally, Matrix staff conducted on-site inventories of native and non-native vegetation and a wetland delineation to confirm the presence or absence of wetlands on site. The full report can be found as an additional document provided by Matrix to help back this report called: Matrix Ecological Report Hiawatha Gardens, dated October 24, 2024.

The findings of this study identified design opportunities to protect vegetation in the project area to maintain habitat corridors, provide shade and aesthetic value to the property, and protect key characteristics such as views of Pike's Peak, the Manitou Incline, and access to Fountain Creek that add unique value to the project area. Based on the desktop analyses and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Future design and construction planning should consider the species and characteristics of the project area discussed in more detail below:

- The project area is located within a critical habitat designation for Mexican spotted owls (*Strix occidentalis lucida*); however, no adverse impacts are anticipated.
- Black bear (*Ursus americanus*)- and mountain lion (*Puma concolor*)-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by Colorado Parks and Wildlife (CPW).
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project.
- Due to the possible presence of the proposed endangered tricolored bat (*Perimyotis subflavus*) and the three identified migratory birds listed as Birds of Conservation Concern, broad-tailed hummingbird (*Selasphorus platycercus*), evening grosbeak (*Coccothraustes vespertinus*), and Lewis's woodpecker (*Melanerpes lewis*), trees should only be removed or thinned between October 15th and December 15th to prevent any "take" of those species or their habitats.



- This period for vegetation removal and thinning is also beneficial for the other bat species identified in the report.
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used for roosting during migration, mating, and pup-rearing periods. The project will require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion from USFWS; and
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

Site Drainage and Grading Improvements (Options 2 and 4)

For site drainage and grading, Matrix investigated how the site could be constructed on a conceptual level in such a way to accommodate either of the two (2) options presented to City Council without impacting the floodplain. The grading shown in the exhibit below for the site can be used in either option with the adjustments to the grading being along Fountain Creek for either option. The conceptual grading is intended to drain around both sides of the existing Hiawatha Dance Hall building utilizing rain gardens and permeable pavers before conveying into Fountain Creek. The concept site grading and drainage is also looking at balancing the site to not raise the existing Base Flood Elevation (BFE). The exhibit included in Attachment 3 of this report shows conceptually how the site can be graded to use these features effectively while maintaining the floodplain base flood elevations in either option. The exhibit shows the proposed floodplain channel improvements for option two (2) but can be implemented in either option by tying into existing grades along Fountain Creek for Option four (4).

The proposed Hiawatha Gardens grading improvements proposed are anticipated to disturb more than one acre; however, the proposed site improvements fall under the redevelopment classification discussed in Chapter 3, Section 6.4.2 of the Drainage Criteria Manual. This classification does not require provision of full spectrum detention if the downstream infrastructure has capacity for the site's storm water runoff. Because the site is adjacent to the stream, the storm water runoff discharge from the site will generally enter Fountain Creek prior to it reaching its peak flow, and, therefore, the downstream infrastructure is more than adequate to handle the site runoff after the proposed improvements have been constructed for either option. Further, we anticipate the proposed improvements for the site to increase the amount of green space and available infiltrative capacity for the site, thereby improving the site drainage conditions over the existing condition.

Treatment of the water quality event (80% Probability Event) is also required by the Drainage Criteria Manual for runoff from proposed site improvements (i.e., pavement and sidewalk). Typically, this is achieved by discharging the water quality control volume of over 40 hours via a steel flow control plate on the detention facility's outlet structure. For the proposed site drainage and grading improvements Matrix is proposing bioswales and permeable pavers to achieve this requirement.



The options considered are surface or below grade water quality and runoff reduction via bioswales and/or vegetated buffer spaces. There is also the potential for use of pervious paver systems in the proposed pedestrian spaces, so they are included as an option. It is anticipated that the final design will include multiple different treatment types depending on their viability for different portions of the proposed improvements.

Bioretention and Vegetated Buffer Spaces:

Bioretention: The other use of vegetated spaces is for bioswales. The Drainage Criteria Manual describes this type of water quality treatment as “depressed landscaping areas designed to capture and filter or infiltrate the water quality capture volume” (WQCV). The concept for the site utilizes vegetated spaces or islands within the parking lot to provide treatment volume for the water quality event. This, in combination with the vegetated buffers, is the preferred choice for water quality treatment on the site because the bioretention areas can double as an amenity, providing the site with pleasant planting areas which beautify the site. For this concept, all impervious areas east of the dance hall, including the eastern half of the building (1.15 acres), will receive water quality treatment via bioretention and vegetated buffer spaces. The rain garden and landscape areas shown on the included exhibit will provide the necessary area and volume to provide water quality treatment for the tributary area. Below is an image of a typical bioswale courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

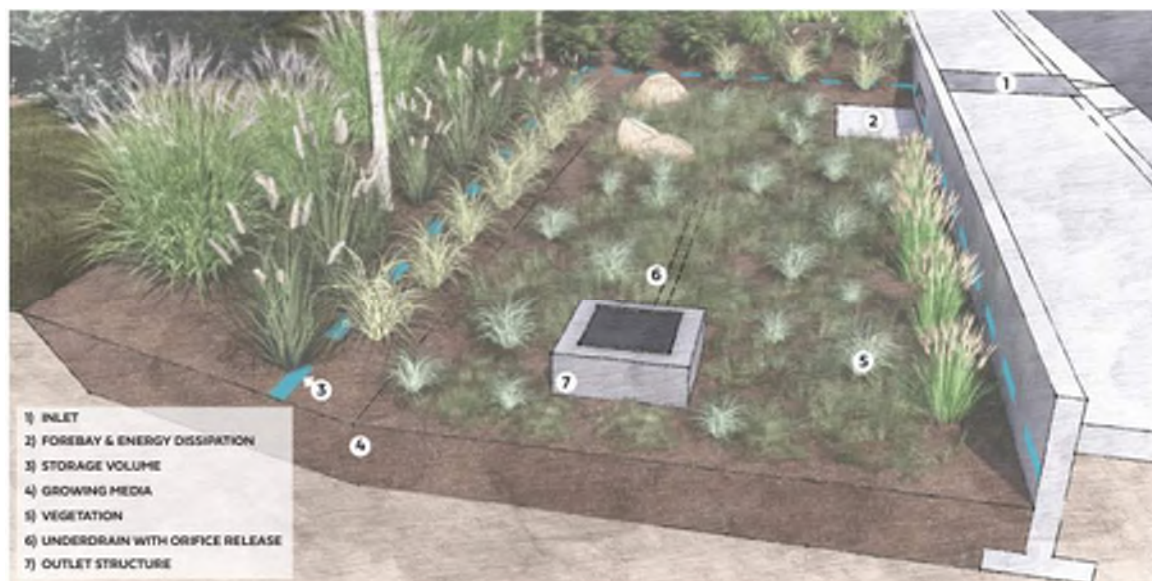


Figure 2 – Bioretention concept (Mile High Flood District)

Permeable Pavers:

Permeable pavers are an option to increase the permeability of paved areas while keeping the pavement typically for pedestrian use. Additionally, water quality storage areas in the crushed stone area below the pavers can be used to provide water quality treatment for the tributary area. This option might benefit the pedestrian area on the west side of the dance hall and serve as a means to provide water quality for that area while maximizing the available space for pedestrian use. With this proposed concept, the site will utilize permeable pavers for water quality on the west side of the building by grading a portion of the north parking lot to flow through the permeable paver area. A minimum footprint of 2,500 square feet will be necessary to provide water quality treatment for the western portion of the site. The area tributary to the permeable pavers is expected to be approximately 0.54 acres. Below is an image of a typical permeable paver section courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

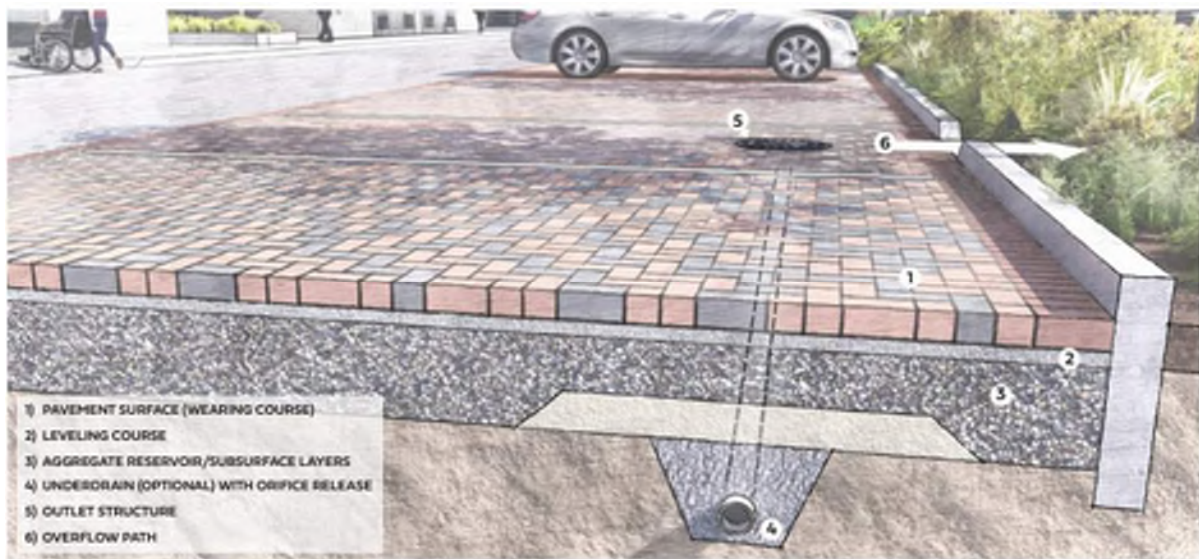


Figure 3 – Typical Permeable Paver Section (Mile High Flood District)

Appendices

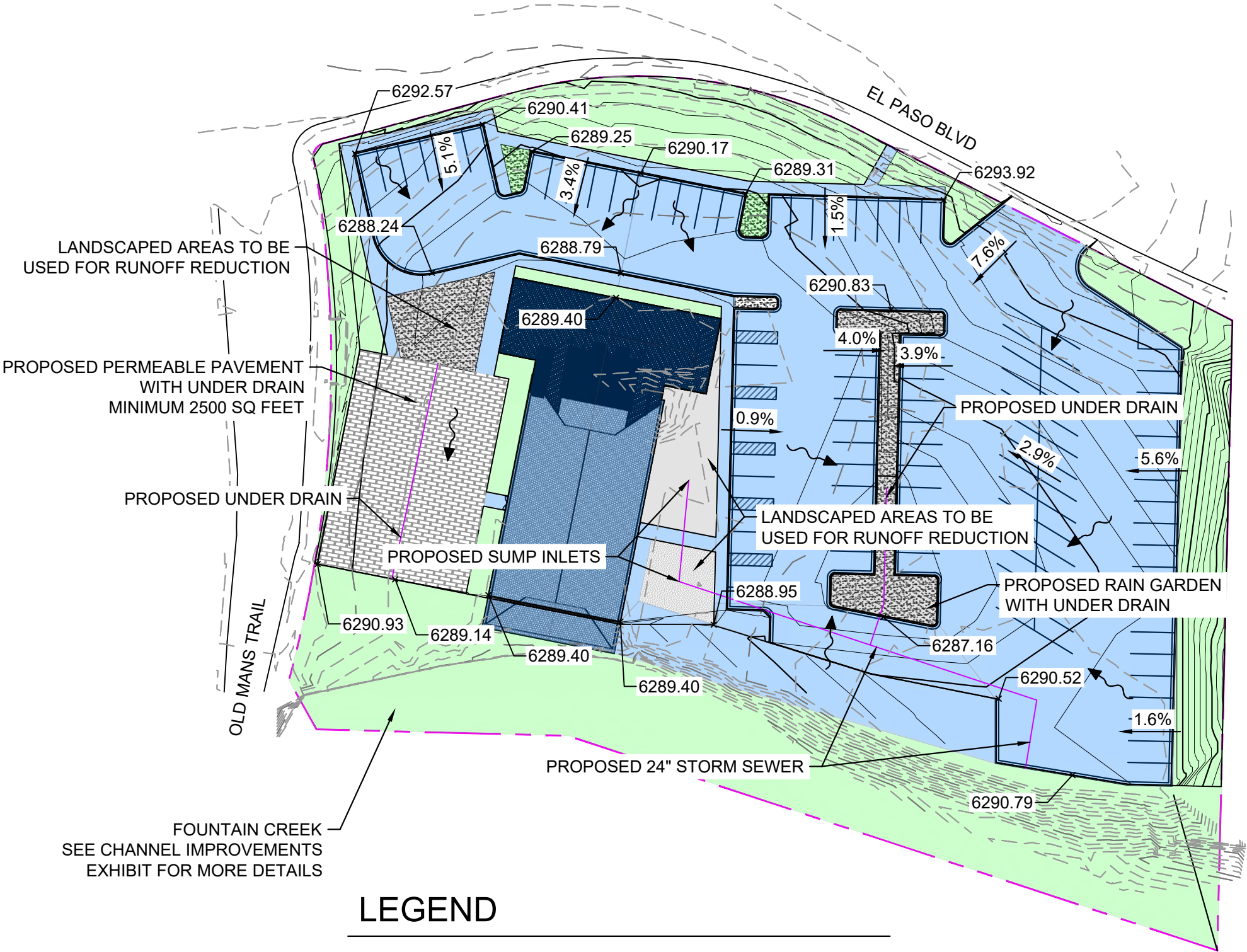
1. ~~Floodplain Channel Improvements Exhibits~~
2. ~~Floodplain Channel Improvements Renderings~~
3. Site Drainage & Grading Improvements

Not provided as does not include information regarding the option selected by City Council on 12/3/2025

Site Drainage & Grading Improvements



PRELIMINARY
NOT FOR CONSTRUCTION



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

LEGEND

- PROPERTY BOUNDARY LINE
- IMPERVIOUS AREA
- PERVIOUS AREA
- PERVIOUS PAVEMENT
- WATER QUALITY TREATMENT AREAS

HIAWATHA GARDENS

Matrix
Excellence by Design

2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
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Phone (719) 575-0100 | Fax (719) 575-0208

SITE PLAN WITHOUT
CHANNEL IMPROVEMENTS

HIAWATHA GARDENS RENOVATIONS AND ADDITIONS

STRUCTURAL DESIGN NARRATIVE

OVERVIEW

The project focuses on the renovation and partial restoration of the Hiawatha Gardens dance hall pavilion constructed in the early 1900's. We have been asked to provide conceptual level structural consulting services relative to two Options. ~~Option 1 consists of developing an enclosed pavilion with an addition, and implementing measures to divert any flood waters from the adjacent creek from the site.~~ Option 2, consists of developing an open pavilion, without walls, and allowing access of the flood waters of the nearby creek to partially flow over the footprint of the pavilion. Option 2 also includes a new small stand-alone building located on the north end of the site out of the flood waters. Please refer to the Architectural Narrative and drawings for more detailed information on the design concepts for the two Options.

For each option, the structural scope of review includes a preliminary assessment of the gravity and lateral load resisting elements and systems of the Pavilion and providing conceptual design recommendations for improvements to allow the building to continue to serve in the intended capacity safely under current building codes. For each option, we also will provide a conceptual design narrative of structural systems for the new addition and stand-alone building.

Our concept design is based on two observations of the structure, review of the materials made available to us by the City of Manitou Springs, and our experience with other similar structures. The building appears to have been subject to a number of modifications over the years, most involving adding and removing one-story building additions abutting the original pavilion building. The original construction drawings for the pavilion were not available.

In its current state, there is a crawl-space under the ground level wood framed floor system, without a perimeter foundation wall in most places. Masonry piers are located at the perimeter and interior supporting wood girder lines. There is a partial stone foundation stem wall at the north end of the pavilion. The upper part (ridge with gable ends) of the roof is framed with pre-engineered wood trusses, based on documentation that was made available to us. These upper trusses span to beams that load the first interior panel points of the queen trusses. The primary roof framing in the short axis of the building (East-West) consists of queen trusses at approximately 16' on center clear spanning the width of the building supported on round or square timber posts at each end. The truss posts appear to be situated on wood piles driven into the earth. The truss chords and compression web elements are made up of 5 ply 2x10 (1 ½ x 9 ¼) wood members. The tension web elements are 1.25" diameter steel rods. The perimeter bay of roof framing, on each side, consists of 2x8 rafters at 24" o.c. spanning from a beam located atop the first panel point of each queen truss to a wood beam and post perimeter bearing framing line. This perimeter roof bearing wall assembly is independent of the trusses. The intermittent perimeter bearing line posts are supported by wood girders in the crawl space. The original pavilion building is approximately 19,000 SF.

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Key issues identified in our review for both options include, an incomplete competent foundation system, the general lack of a main lateral force resisting system to resist wind and seismic loadings, and the limited capacity of existing wood framing members to resist current prescribed gravity loads.

This conceptual structural narrative has been prepared to give the City, Consultants and Contractors a general overview of the structural scope for this project.

DESIGN STANDARDS, LOAD CRITERIA AND MATERIALS

Design Standards

- 2021 International Building Code (IBC), Local Amendments per PPRBD
- 2021 International Existing Building Code (IEBC)
- ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ACI 318-19 Building Code Requirements for Structural Concrete
- ANSI/AISC 360-16 Specification for Structural Steel Buildings
- AWC National Design Specification (NDS) 2018
- AWC Special Design Provisions for Wind and Seismic (SDPWS) 2021
- TMS 402/602-16 Building Code Requirements and Specification for Masonry Structures

Load Criteria

- Risk Category III (Assembly)
- Office space: 50 psf
- Restrooms: 60 psf
- Corridors, Stairs, Public Spaces: 100 psf
- Ground snow load: 43 psf
- Flat Snow: 30 psf (plus drifting), $I_s = 1.1$, Thermal Factor Unheated Stru. = 1.2
- Wind: Vult = 135 mph (3-second gust), Exposure C
- Seismic: ($S_s = 0.185$, $S_1 = 0.059$) Seismic Design Category C, $I_e = 1.25$

Material Strengths (Concrete)

- Normal-weight with $\frac{3}{4}$ " maximum aggregate and Type IL cement assumed
- Footings: $f'_c = 3,000$ psi, $w/c = 0.52$
- Foundation stem walls and pilasters: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Pavilion slabs on grade: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Reinforcing steel: ASTM A615 Grade 60

Material Strengths (Masonry)

- Structural Concrete Masonry Units (CMU) shall be standard, lightweight, 8-inch or 12-inch (nominal) x 8-inch x 16-inch concrete units and shall conform to ASTM C90.
- Type S mortar, typical

- Minimum compressive strength of all masonry wall prism assemblies (f'm) shall be 2,000 psi based on net bedded area.
- Reinforcing steel: ASTM A615 Grade 60
- Strength testing of assembled prisms is required.

Material Strengths (Steel)

- Wide flange shapes: ASTM A992, 50 ksi yield
- Plates, channels, and angles: ASTM A36, 36 ksi yield
- Hollow structural section (HSS) Shapes: ASTM A500 Grade C, 50 ksi yield
- Framed beam connections shall be bearing type w/ snug tight ASTM F3125 bolts
- Anchor rods: ASTM F1554 Grade 36
- Welding electrodes: E70XX

Material Strengths (Wood)

- Dimensional Lumber, S4S Douglas Fir-Larch No. 2 and Better
- Solid Timber Beams and Posts Douglas Fir-Larch No. 1 and Better
- Plywood and OSB Sheathing APA Rated. Roof Sheathing, 15/32", APA 32/16 Nailed. Wall Sheathing: 7/16", APA 24/16 Structural 1 Panel, Blocked and Nailed.
- Performance design specified Light-Metal-Plate-Connected Wood Trusses
- Reference material used for existing framing Hem-Fir, No. 1 or better, 2" and wider

Geotechnical Information

- Geotechnical Engineering Report for Hiawatha Gardens Additions, April 27, 2023, by Granite Engineering Group, GEG Project No. 222-157

~~Option 1 – Enclosed Building with Addition.~~

~~See the Architect's report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.~~

~~Foundation System Pavilion~~

- ~~• The existing pavilion building currently is lacking a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 18" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, install a new 10" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. In~~

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this option, the existing framed floor perimeter girder will be removed. The floor joists will rest on a treated wood nailer, sitting (bolted) to a 4" wide ledge on the inside of the stem wall. See Detail 1/S501.

- See below regarding new footings and pilasters associated with queen truss columns and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- The majority of the existing floor framing consists of 2x10 joists at 16" o.c. spanning east-west, supported on 5 1/4 x 10 wood girders set approximately 10.5' apart. There are typically 5 joist bays across the width of the building, with variations in spacing. Locally some joist spans may exceed our 10.5' design basis, these may need further review in the upcoming phases. The girders span to 16" x 16" masonry piers at approximately 13' o.c. Seated on the joists are two layers of 3/4" thick x 5" wide wood decking, the top one oriented perpendicular to the joists, the bottom layer at a 45 degree angle to the joists. Note, that this is a general description of the typical system in the majority of the floor area observed. There are 12 to 16 areas where anomalies occur, including compromised members, added wood support posts, sistered members, make-shift added girder lines, etc. The budget should include an allowance for review and repair of the wood framed floor system.

Our calculations indicate that the existing girders are not capable of supporting the 100 psf live load required for an assembly usage. The remaining members appear to have adequate capacity in their current configuration, subject to a more thorough review of the condition of all of the existing wood members in the next phase of the project. We recommend adding a line of girder framing mid-way between each of the existing girder lines (5 new lines). This may consist of new W10 x 22 steel beams, supported on new HSS4x4x1/4 posts and concrete footings at 16' o.c. max. The pad footings will be 3' x 3' x 12" thick with 4-#4 bars, each way, bottom.

Gravity Load Resisting Framing Improvements Pavilion

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof rafter supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of

the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W14x53 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and an 8' x 8' x 18" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See the roof plan notes and Detail 3/S501.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S501.

New Building Addition

- The perimeter foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- At column locations pad footings will be used, ranging in size from 4' x 4' x 12" to 10' x 10' x 24", depending on the final framing configuration.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The primary structural system will be steel framed with beams and posts (estimate 10 psf), supporting pre-engineered wood trusses at 24" o.c. with plywood sheathing. Lateral load resistance will be provided using a combination of interior and exterior plywood sheathed 2x6 wood stud walls, with the studs spaced at 16" o.c.. Account for a minimum of five 12' long sections in each direction, uniformly distributed throughout the floor plan.

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Flood Mitigation Measures

- Flood mitigation measures will include the addition of culverts parallel to the creek under Old Man's Trail road to allow flood water to remain in the creek bed. In addition, concrete retaining walls will be added on each side of the creek to contain flood waters within the creek bed and off the building site.
- The southern-most bay of the pavilion will be removed in this option.
- We understand that three 10'x10' culverts are recommended. The culverts will support Old Mans Trail. They will have 16" to 20" thick walls typical, and will support a retaining wall above at each end to maintain the roadway base. There will be a scour skirt on the leading edge. See the Civil and Architectural site plans for additional information. See Details 2/S504 and 4 /S504.
- Retaining walls will vary in height, with the south creek wall having an expected height of 16' tall, and the north creek walls varying in height from 8' to 10' depending on their location. See the Civil and Architectural site plans for additional information. See Details 1/S504 and 3/S504 for example retaining wall sections indicating dimensions based on the height of the earth retained.
- The provided details are conceptual in nature only, they are provided to illustrate the general arrangement of reinforcement and wall geometry relative to the height of retained earth. They are not intended for final construction coordination or detailed quantity estimates.

Option 2 – Open Building with Separate Addition.

See the Architects report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.

Foundation System Pavilion

- The existing pavilion building lacks a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 1/S502.
- See below regarding new footings and pilasters associated with queen truss column and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- To mitigate the impact of flood waters flowing over the building foot print, we recommend the removal the existing wood framed floor system, in-filling the crawl space with compacted structural fill or flow-fill, and installing a 5" thick mildly reinforced concrete slab-on-grade, reinforced with #4 bars at 16" o.c. each way at mid-depth. See Detail 1/S502.

Gravity Load Resisting Framing Improvements

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof purlin supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W12x45 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and a 7' x 7' x 16" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See plan notes and Detail 3/S502.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S502.

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New Stand Alone Building (Lavatories and Storage)

- The foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, Install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The exterior walls will be load-bearing 8" CMU with #5 vertical bars at 32" o.c. and horizontal joint reinforcing at 16" o.c.
- The roof will be framed with TGI roof joists at 16" o.c., with plywood roof decking.

REFERENCE ATTACHED DRAWINGS**Overview**

To help support and expand on the narrative, a partial layout of structure at a representative area at the floor/foundation and roof levels is included in the attached drawings.

Drawing list:

- S101 – Partial First Floor/Foundation Plan and Partial Roof Plan
- S501, S502, S503 and S504 – Detail Sheets

Please contact JVA, Inc. with questions about this concept structural narrative.

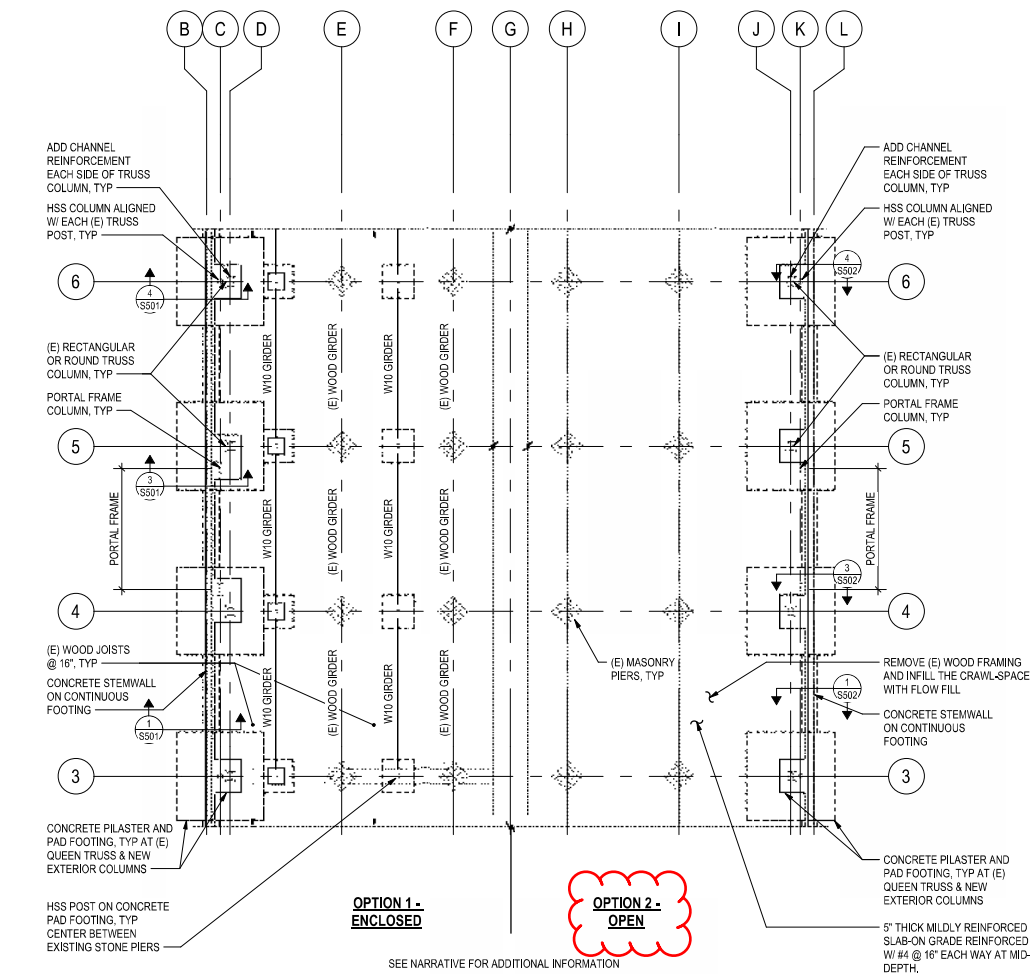
Katharine C. Athens, P.E., S.E., Sr. Project Engineer

Paul J. Hause, P.E., Principal

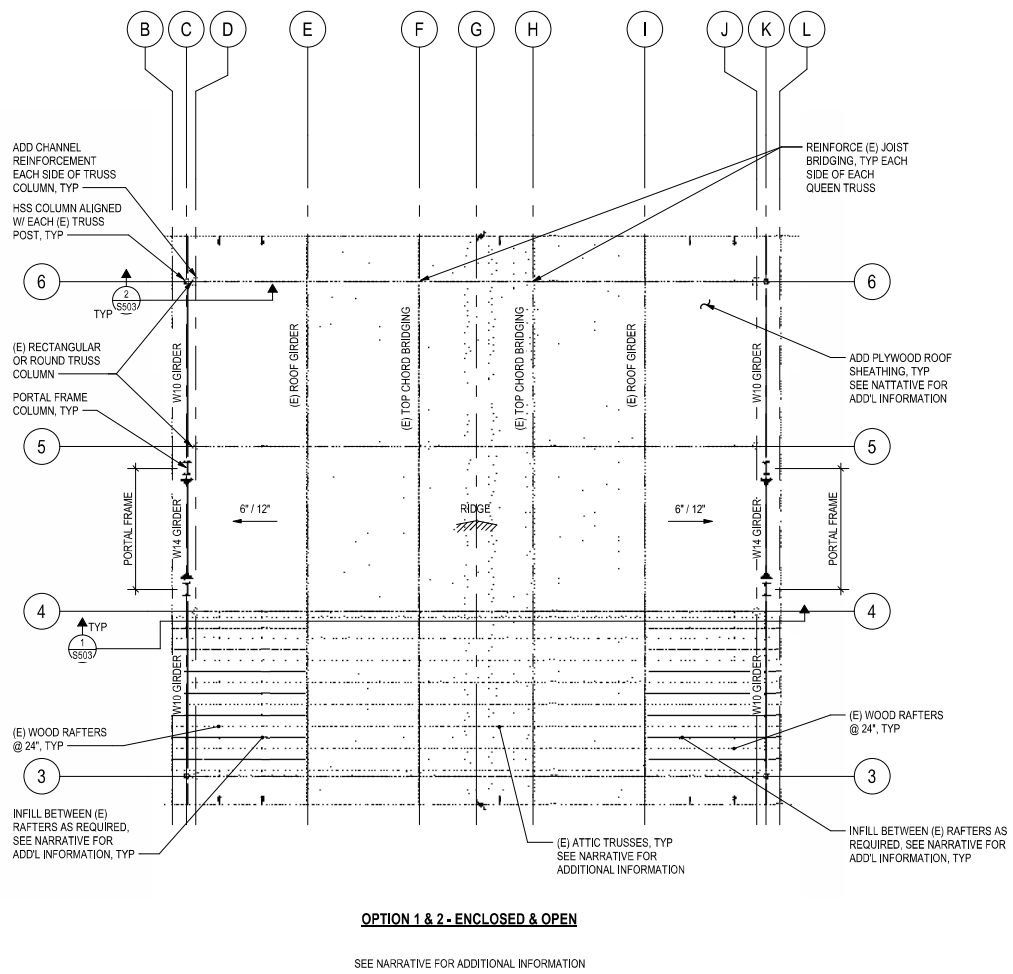
1675 Larimer Street, Suite 550

Denver, CO 80202

END OF NARRATIVE



 **PARTIAL FIRST FLOOR/FOUNDATION PLAN**
1/8" = 1'-0"
0 2' 4' 8' 16'



 **PARTIAL ROOF FRAMING PLAN**
1/8" = 1'-0"
0 2' 4' 8' 16'



REVISIONS	NO.	DATE	DESCRIPTION

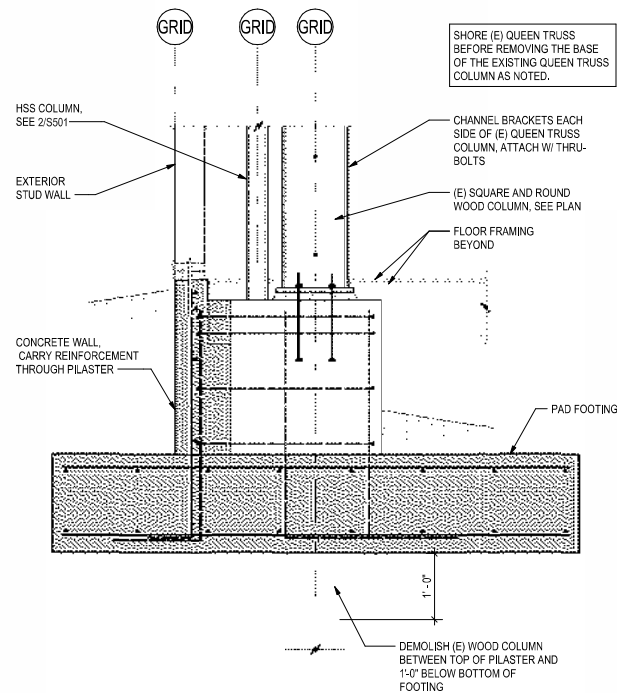
DESIGNED BY:	PJHKCA
DRAWN BY:	KCA
CHECKED BY:	PJH
JOB #:	241044.STR
DATE:	10/24/24
© JVA, INC.	

HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

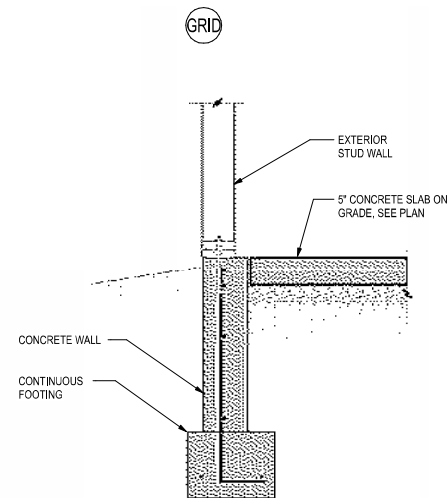
CONCEPTUAL FRAMING PLANS

CONCEPT DESIGN

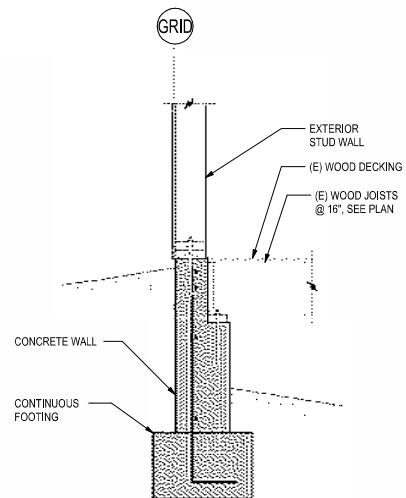
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S101



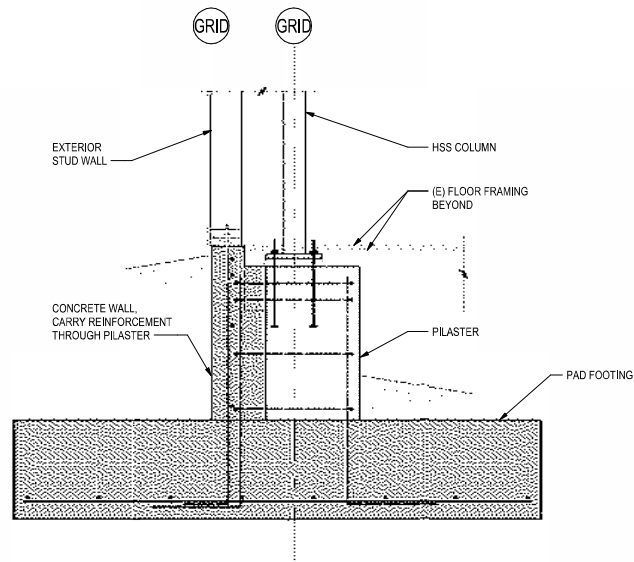
4 TRUSS COLUMN - ENCLOSED
S501 NO SCALE



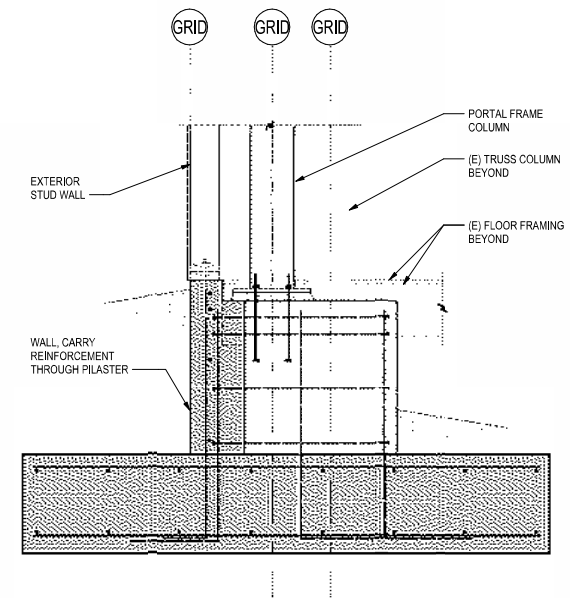
5 EXTERIOR WALL - ADDITION
S501 NO SCALE



1 FROST WALL - ENCLOSED
S501 NO SCALE



2 EXTERIOR SUPPORT - ENCLOSED
S501 NO SCALE



3 PORTAL FRAME - ENCLOSED
S501 NO SCALE



REVISIONS
NO. DATE DESCRIPTION

DESIGNED BY: PJHKCA
DRAWN BY: KCA
CHECKED BY: PJH
JOB #: 241044.STR
DATE: 10/24/24
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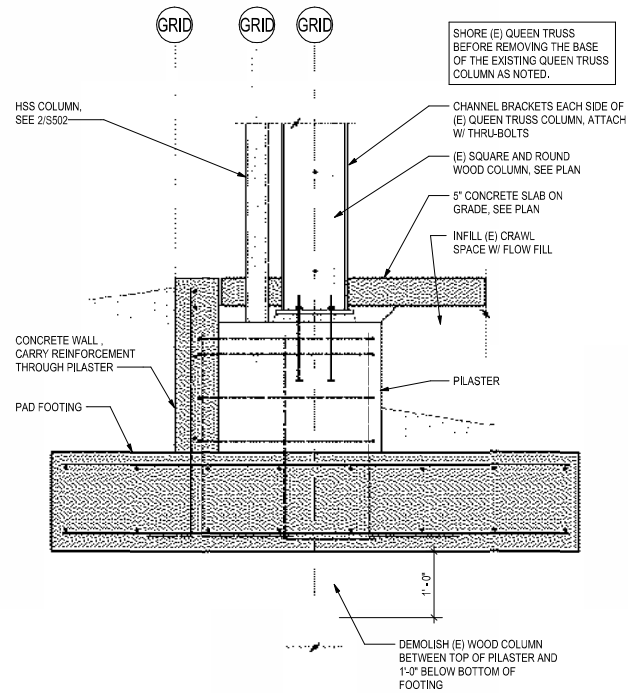
HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DETAILS - OPTION 1

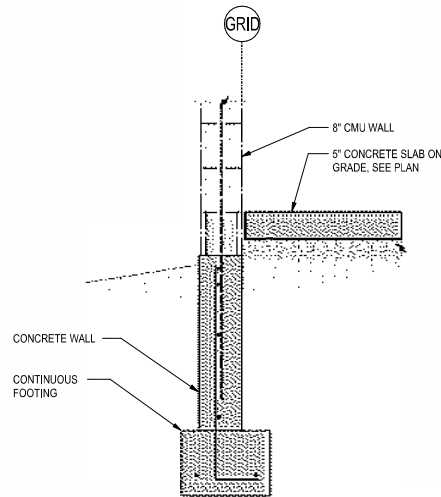
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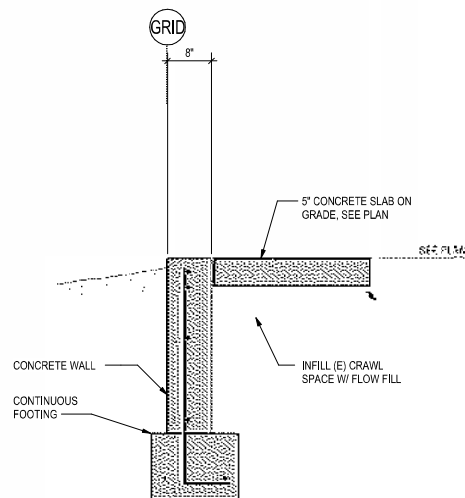
S501



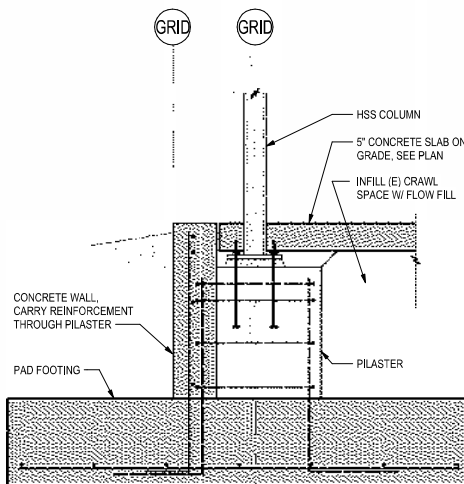
4 TRUSS COLUMN - OPEN
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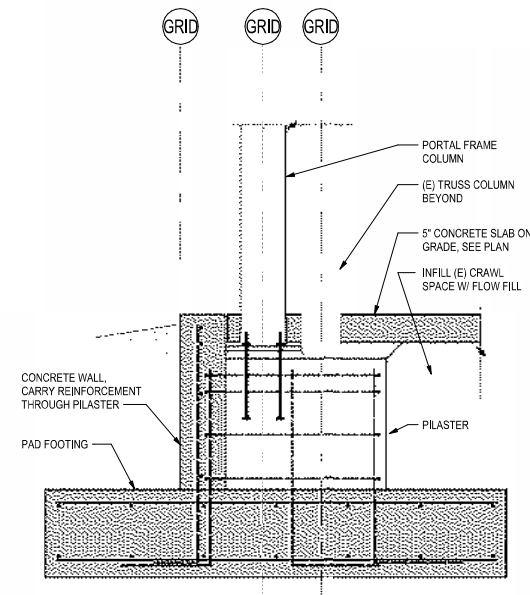
5 EXTERIOR WALL - NEW BUILDING
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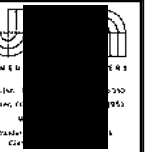
1 FROST WALL - OPEN
S502 NO SCALE



2 EXTERIOR SUPPORT - OPEN
S502 NO SCALE



3 PORTAL FRAME - OPEN
S502 NO SCALE



REVISIONS NO.	DATE	DESCRIPTION

DESIGNED BY:	PJHKCA
DRAWN BY:	KCA
CHECKED BY:	PJH
JOB #:	241044.STR
DATE:	10/24/24
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10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DETAILS - OPTION 2

SHEET NO.
S502

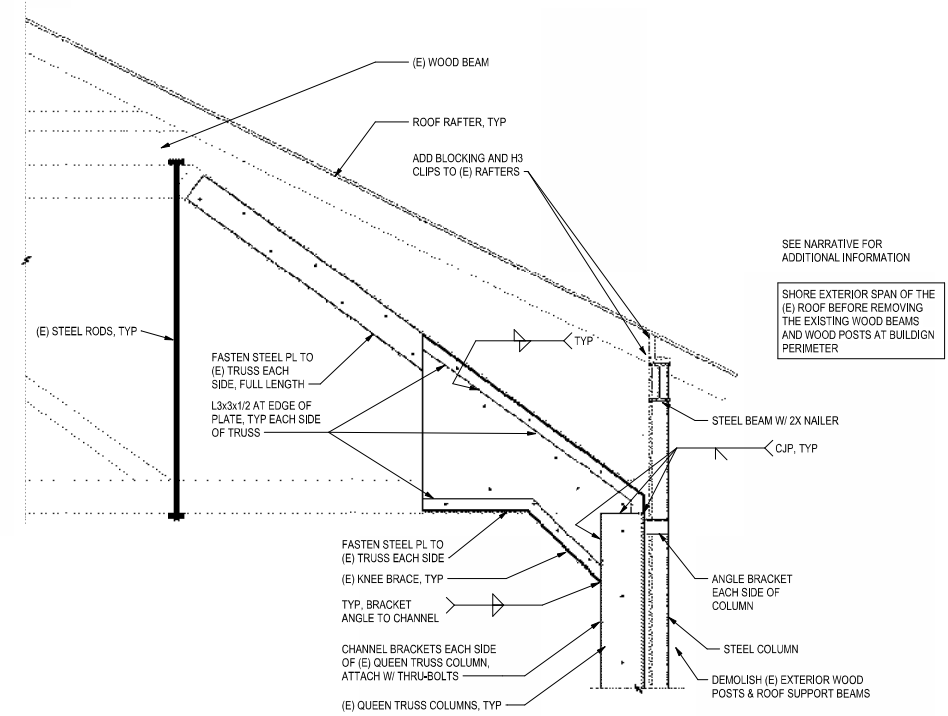
CONCEPT DESIGN



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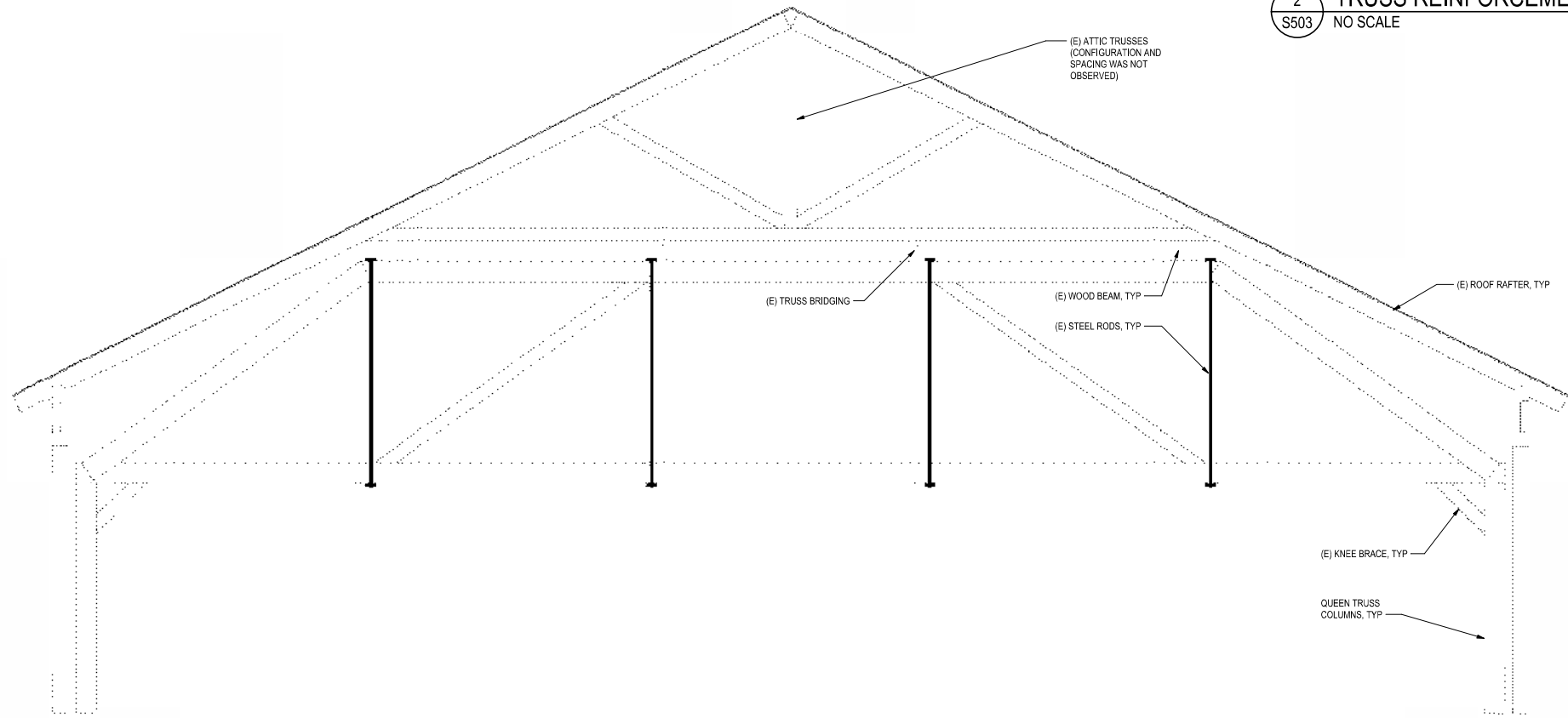
CONCEPT DETAILS - ROOF REINFORCEMENT
(OPTION 1 & 2)

SHEET NO.
503

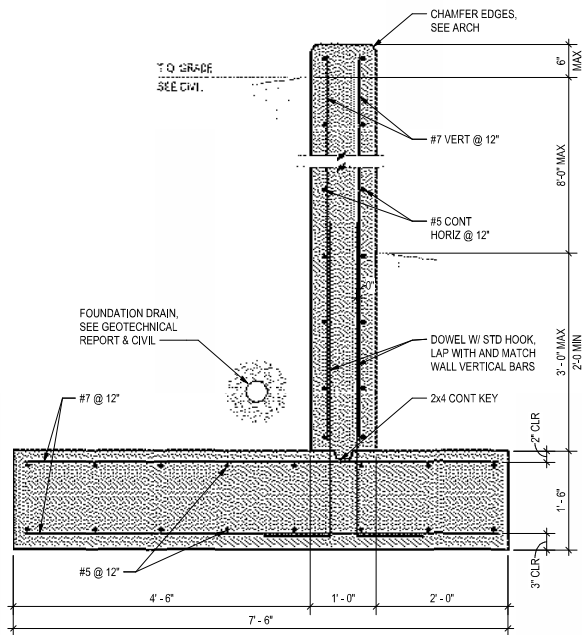


2 TRUSS REINFORCEMENT

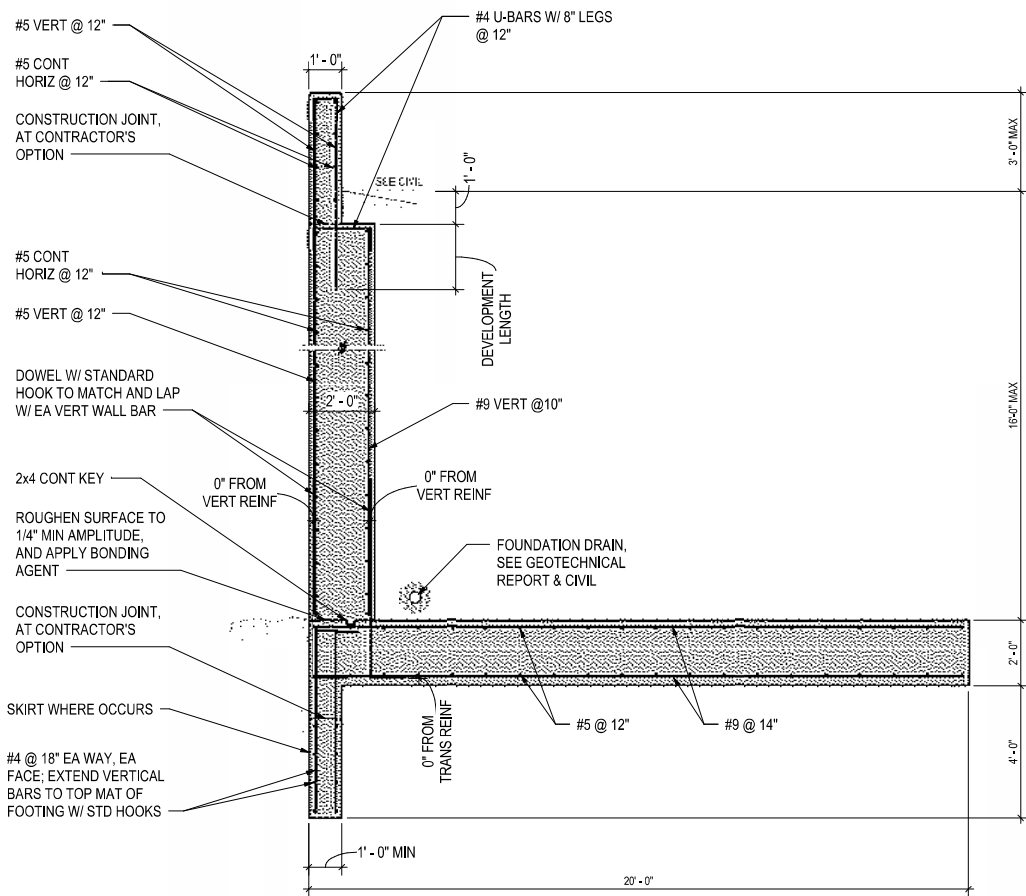
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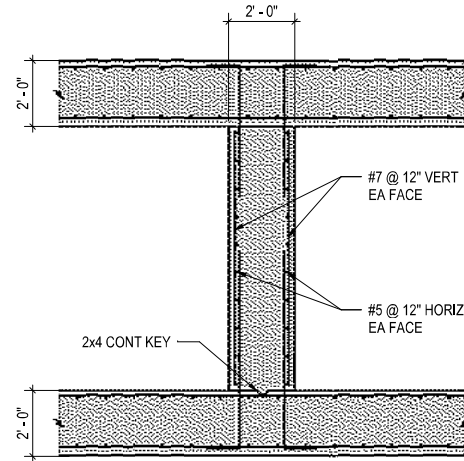
1 EXISTING QUEEN TRUSS SECTION
S503 NO SCALE



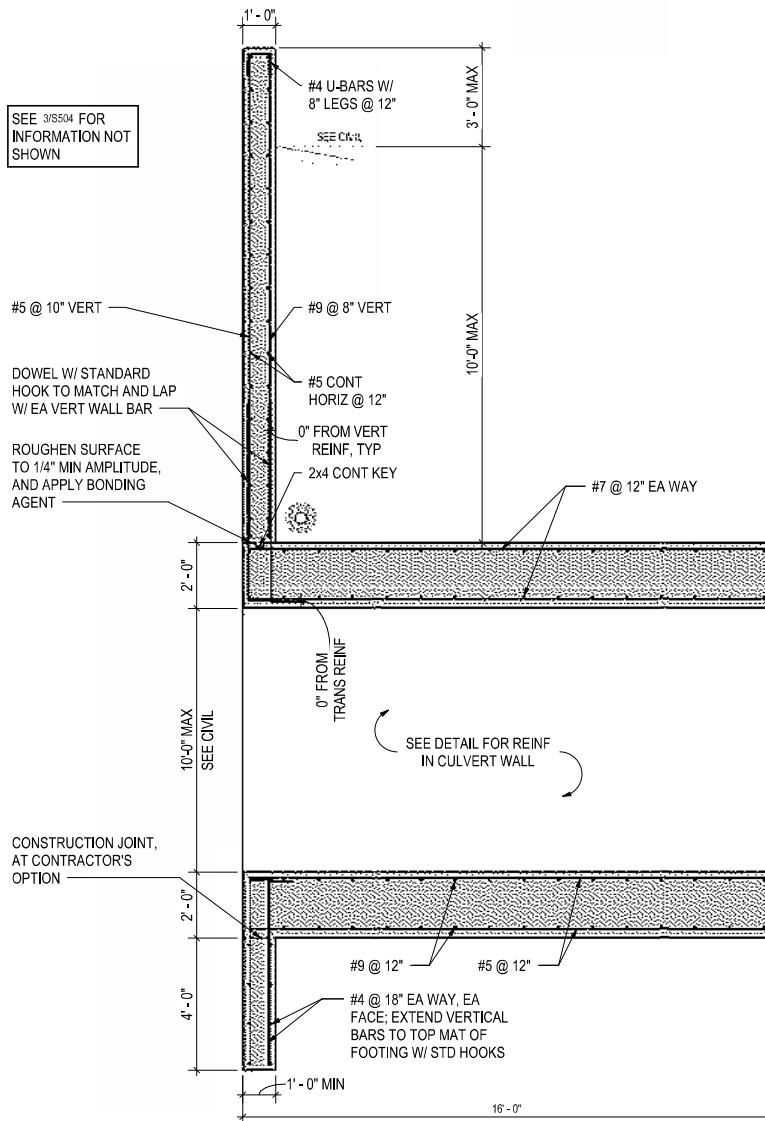
3 RETAINING WALL - NORTH SIDE OF CREEK (10'-0" MAX)
S504 NO SCALE



1 RETAINING WALL - SOUTH SIDE OF CREEK (16'-0" MAX)
S504 NO SCALE



4 TYP CULVERT SECTION
S504 NO SCALE



2 RETAINING WALL AT CULVERT
S504 NO SCALE



REVISIONS
NO. DATE DESCRIPTION

DESIGNED BY: PJHKCA
DRAWN BY: KCA
CHECKED BY: PJH
JOB #: 241044.STR
DATE: 10/24/24
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HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829
CONCEPT DETAILS - FLOOD RETAINING WALL
AND CULVERT DETAILS (OPTION 1)

CONCEPT DESIGN

SHEET NO.
S504



**Hiawatha Gardens Remodel
Manitou Springs, Colorado
Electrical SD Narrative**

Project Description:

This narrative is to provide some outline design ideas for the historic Hiawatha Gardens Dance Hall in Manitou Springs. The architect has proposed two options. ~~Option one is an enclosed structure with an attached addition for restrooms, utility, storage, meeting room and kitchen.~~ The second is an open air dance hall that is covered but open on the sides with a detached restroom, utility, and storage building. The narrative will look at the different electrical systems and break down the design into three sections. One where both options share the same solution and then separate option one and option two sections where systems will differ.

The codes used for the basis of this design narrative are the 2021 IBC, 2021 IECC and the 2023 NEC.

Electrical Service:

Both Options

The electrical service for this building is an existing 240/120V, single phase, three wire system. It only appears to be feeding a few cameras attached to the exterior of the dance hall so it's a very limited service. The existing service is fed overhead to an exterior mounted meter and panel mounted to a post adjacent to the building. Since this appears only to be for cameras a new service will be needed for both options one and two to serve new electrical loads for the building. Coordination with the utility company will determine any new routing required to get the new larger service to the new service entry location.

Electrical Distribution:

Both Options

The existing service panel and meter can be removed. This will no longer be needed as it is undersized. No electrical panels were observed inside the dance hall, but if any are found they should also be removed.

Option 1 Enclosed

~~Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 400 amp cold sequence disconnect. Provide a 400 amp, 240/120V, single phase, three wire service. From this 400 amp main disconnect feed a 400 amp panel in the utility room. This panel should be a two section, 84 circuit, panel to serve all branch circuits of the building. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.~~

Option 2 Open Air

Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 200 amp cold sequence disconnect. Provide a 200 amp, 240/120V, single phase, three wire service. From this 200 amp main disconnect feed a 200 amp panel in the utility room. The panel located in the utility room will feed the restroom core electrical loads. This panel will also serve a sub panel located in the dance hall structure to serve the electrical branch circuits in the dance hall. This should be a 100 amp, 240/120V, single phase, three wire panel with 42 circuits. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.

General Power:

Both Options

All existing conduit, switches, lights, junction boxes and receptacles should be removed from the existing dance hall.

Provide a quad receptacle at all column locations in the dance hall for general use.

Provide a single duplex mounted at +48" in the storage room.

Provide one GFCI duplex, mounted above counter, in each bathroom near the sinks.

Provide a GFCI duplex with a weather proof in use cover at all exterior doors.

Option 1 Enclosed

Provide four duplex outlets in the hall between the dance hall and restroom core area.

Provide a duplex every 12' around the perimeter of the meeting room. Provide a duplex on the south wall mounted at 6' AFF for a TV. Provide three GFCI duplex outlets mounted above the counter in the meeting room. Provide a dedicated GFCI duplex for a small under counter refrigerator in the meeting room. Provide a recessed floor outlet in the center of the meeting room.

Provide a NEMA 14-50R receptacle for a range in the kitchen. Provide a dedicated duplex for a refrigerator. Provide a dedicated duplex for a combination microwave/hood above the range. Provide four GFCI above counter duplex outlets for general kitchen loads. Provide two general purpose duplex outlets in kitchen.

Option 2 Open Air

Devices in the open air dance hall should be GFCI.

Mechanical Equipment:

Both Options

Provide power to an 18KW water heater.

Provide power to all small mechanical loads such as a circulation pump for the hot water, exhaust fans for the restrooms.

Option 1 Enclosed

Provide power to two rooftop units, a 12.5 ton and a 25 ton unit. Provide power to 0.5KW radiant heaters in the exterior accessed restrooms as well as a 1.0KW radiant heater in the utility room.

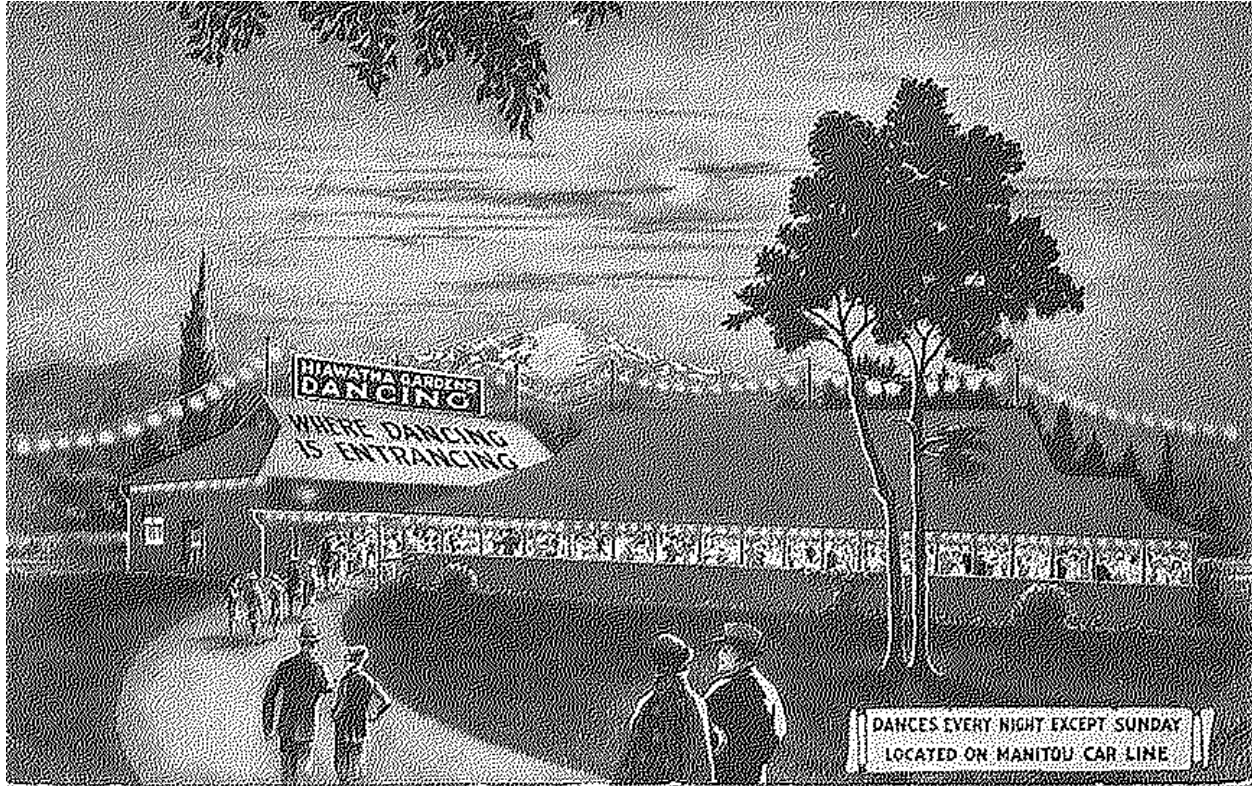
Option 2 Open Air

Provide power to radiant heaters located in the restrooms. Each heater will be 750W. The family restrooms will require a single heater each and the larger gendered restrooms will each require three heaters. Provide power to a 750W unit heater in the utility room. Provide power to three ceiling fans in the dance hall.

Lighting & Lighting Controls:

Both Options

Provide string lights around the perimeter of the building under the eave to provide a similar look to the picture below. Light fixture similar to Tivoli Lightsphere 2.0.



Strig Lights Under Eave

Backlight the letters of the roof mounted sign using exterior rated tape light. Use a tape light similar to Kelvix static white UNIX-WL series.

Provide an emergency egress light above each exterior egress door. Similar to Lithonia AFN series.

Egress lighting will be provided by a central inverter that will power select light fixtures when power is lost. This inverter will be mounted in the electrical room. Anticipated size is probably two 525VA inverters similar to Evenlite Liteminder series #LM-52-LC-V1. Provide exit lights at all exit doors. Similar to Lithonia LQM series.

Provide simple 4' LED strip lights for the utility and storage rooms. These can be controlled by a wall mounted motion sensor with an on/off switch. Provide strips similar to Lithonia CSS series.

Restrooms will remain open to the public and accessible from the outside so the lighting and lighting control in these spaces should be vandal resistant. A simple linear LED fixture like Luminaire LED #CLF7L would work well. These fixtures are pretty minimum for a vandal resistant option while also able to house motion sensors inside the fixture so that lights are auto on and off from a sensor that is also vandal resistant and hidden within the fixture. For the small individual restrooms a single unit in the center should be fine while in the larger restrooms a row over the stalls and another row at the vanities will be required.



Restroom Linear

Provide three layers of light in the main historic dance hall. These layers are decorative pendants mounted between the trusses, wall sconces around the perimeter and an LED uplight hidden on the top of the beams to uplight the structure. The uplight should be a simple tape light in a small channel similar to Kelvix CH channel. The pendants and sconces should be decorative fixtures appropriate for the time period. An example of each is shown below. Refer to the lighting layout in the corresponding schematic plans provided with the narrative This layout is for option #1, option #2 will have a similar layout just less cope with no kitchen and multipurpose room.



Dance Hall Pendant



Dance Hall Sconce



Truss Mounted Channel Uplight

Provide a lighting control dimming system similar to Lutron Athena with Energi Savr modules to dim and control the dance hall and exterior lights. Each layer of light should be controlled on its own dimming zone. A touch screen control station to control the lights in the dance hall should be coordinated with the owner. The touch screen should have preset scenes as well as a manual option to set up a custom scene.

The exterior lighting shall be auto on and auto off using a time clock and photosensor connected to this same lighting control system, these lights just wont need to be dimmed.

~~Option 1 Enclosed~~

~~For the hall to access the restrooms that will remain open a round vandal resistant light fixture shall be used. This will have a motion sensor in it behind the lens to turn lights on and off automatically. Fixture shall be similar to Luminare LED #ARV13.~~



Restroom Hall Vandal Resistant

For the halls connecting the new addition to the historic dance hall provide surface mounted period style fixtures. This will help tie the new space into the historic dance hall. These lights will be controlled with the same Lutron control system as the dance hall and just be placed on their own zone.



Ceiling Surface Mount

For the multipurpose room provide a combination of the period wall sconces and surface mounts found in the hall and dance hall. It will probably be helpful to include small aperture, 3" or 4" recessed downlights as well to help boost light levels in this room making it more flexible for uses that will require higher light levels. The lighting controls should be local dimmers that control the sconces, decorative ceiling and recessed downlight separate. Motion sensors shall be placed in the space to make sure lights go off when the space is not occupied.

For the kitchen provide a lensed LED recessed troffer providing 50 footcandles of light required by the health department. A simple troffer like Lithonia #BLT is an example. The lighting controls will be a dimmer switch at the door with ceiling mounted motion sensors to make sure lights are off when the space is not occupied.



Kitchen Troffer

Option 2 Open Air

Provide a recessed step light in all planting beds between the dance hall and the bathroom core to provide a soft glow of light. Provide a step light similar to Ligman type URA-40691. These should be controlled with the string lights around the exterior of the building and be auto on/off.



Step Light

The sconces used in the open air version of the dance hall will probably need to be wet listed due to their proximity to the openings.

Fire Alarm:

Both Options

The building is a type A occupancy with a load of more than 300. This will require a manual detection and notification system. Provide manual pull stations at all exits. Provide a smoke detector in all enclosed spaces. In

large rooms space smoke detectors about 30' apart. Provide a horn strobe every 75' in all occupied spaces. Provide a fire alarm control panel in the utility room.

~~Option 1 Enclosed~~

~~Provide duct detectors for each roof top unit. Provide unit shut down relays that will turn off roof top units when the fire alarm system is going off.~~

Access Control:

We do not anticipate any electronic access control on this site.

Security:

Both Options

The security system shall record and store 30 days worth of data. This head end can be located in the utility room. Provide four cameras around the exterior to monitor the outside of the building.

Provide two cameras in the dance hall on opposite ends to monitor the dance space.

~~Option 1 Enclosed~~

~~Provide a camera in the meeting room.~~

Provide a camera in the kitchen.

Provide two cameras to monitor the hall connecting the dance hall to the restroom core.

Tele/Data:

Both Options

Provide a small wall mounted rack in the utility closet to house some basic telecom. Anticipate two WAP for wifi in the dance hall.

~~Option 1 Enclosed~~

~~Provide a WAP in the multi purpose room.~~

Provide a WAP in the kitchen.

Audio/Visual:

Both Options

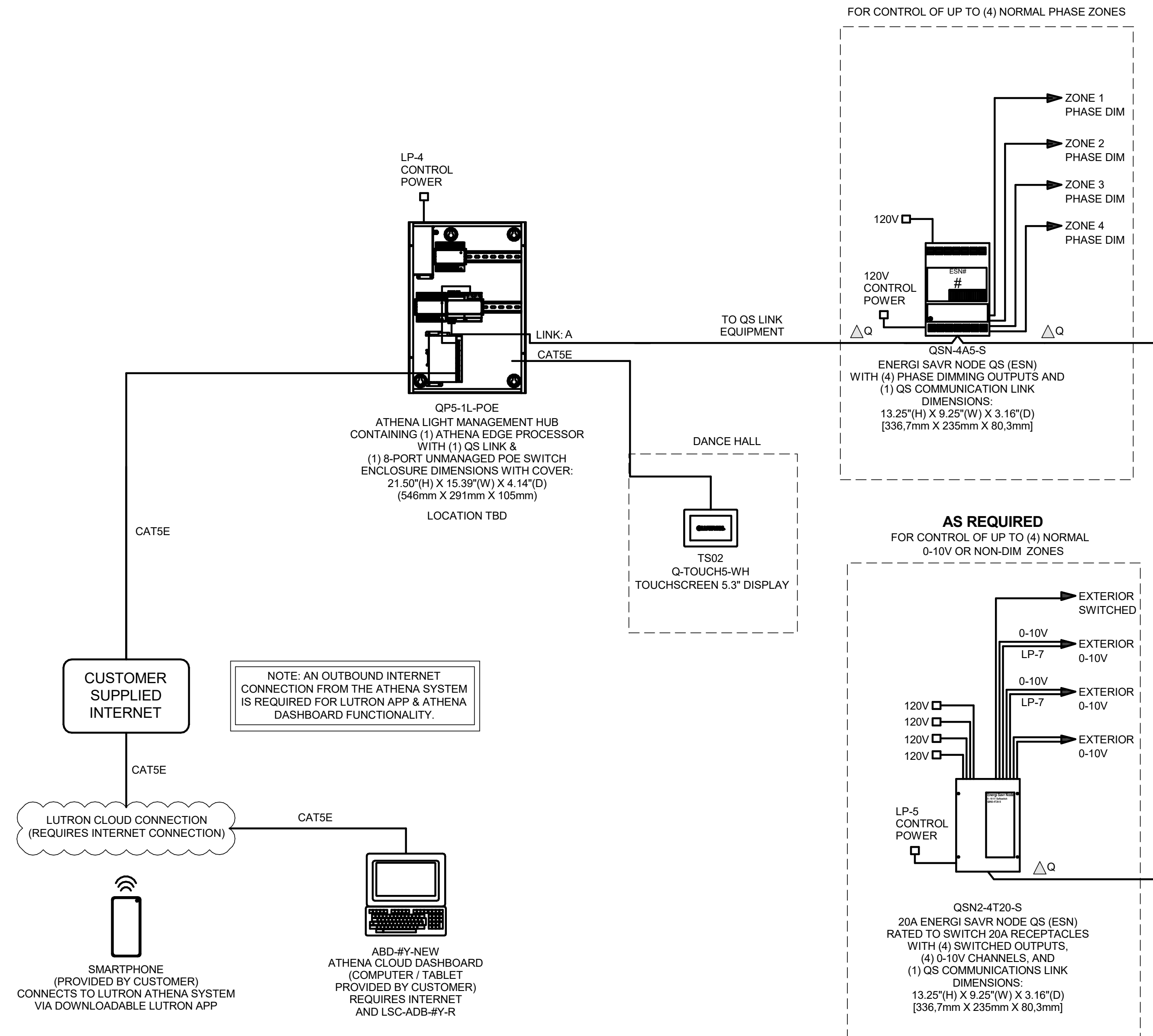
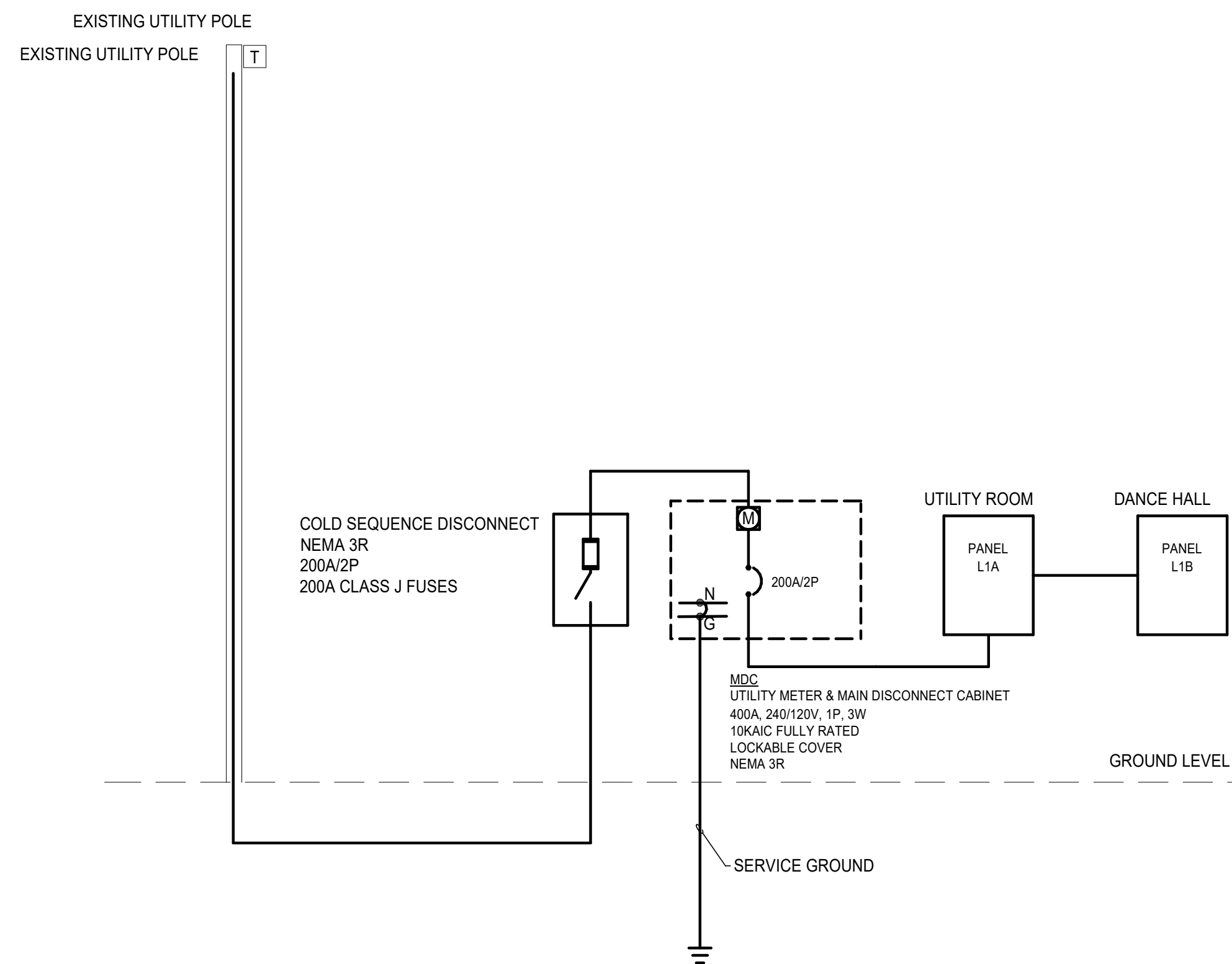
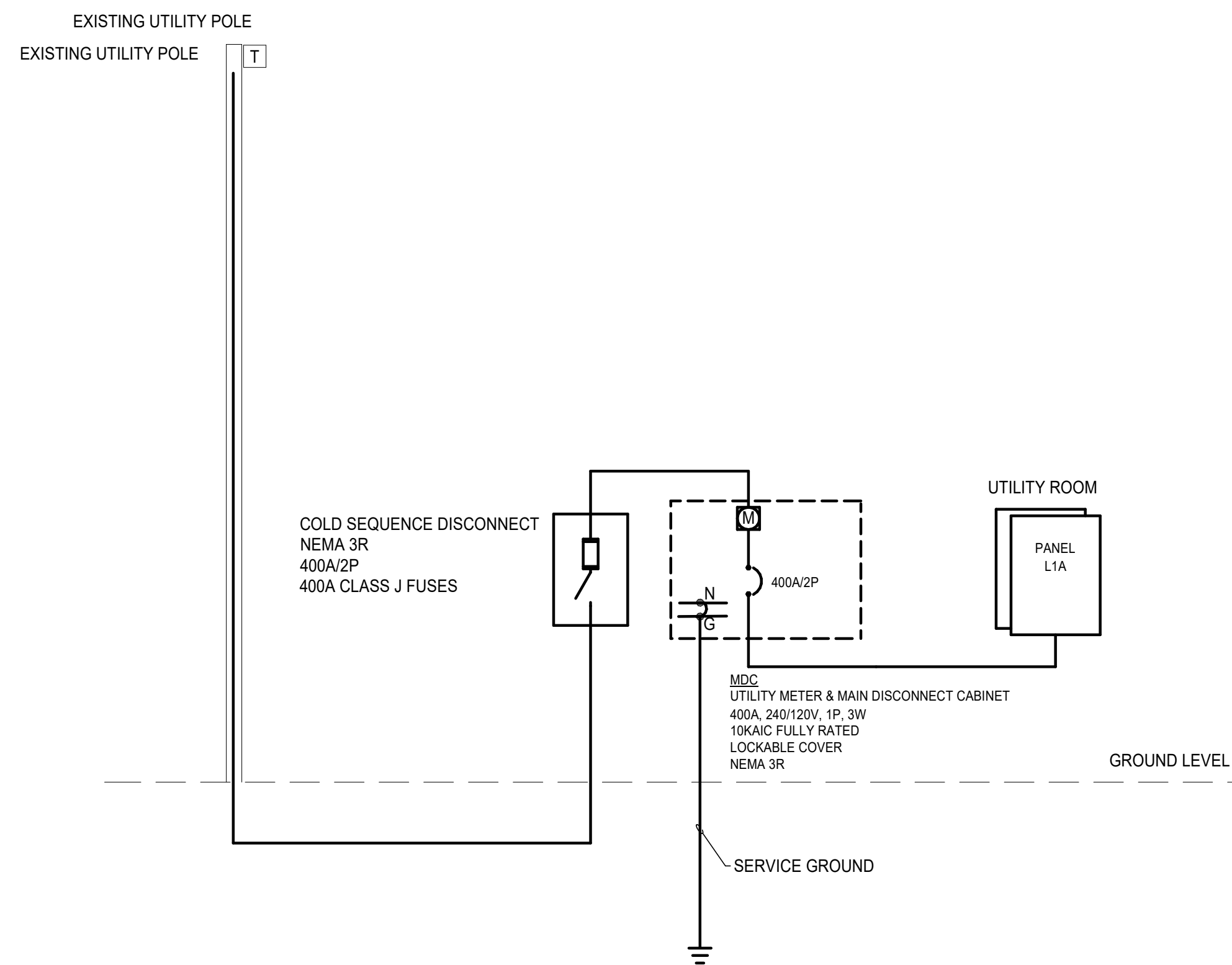
Provide a sound system in the utility room rack. At a minimum we would anticipate this to have access to the internet for a subscription music program. There should also be Bluetooth for users to hook up their own music. In the music hall provide connections for DJs to connect into the sound system. This system should also have a wireless microphone that can be used over the speakers.

Provide speakers mounted to the end walls and on both sides of trusses. These speakers should be high quality three way speakers able to produce a high quality sound expected at a dance hall. Anticipate about 18 speakers.

~~Option 1 Enclosed~~

~~Provide four recessed speakers in the hall between the dance hall and restroom core that plays the same sound as the dance hall.~~

Provide a large, roughly 65", wall mounted TV in the multipurpose room. Provide a wall plate below the TV recessed in the wall for user input. These should include USB and HDMI. Provide six recessed speakers in the space that play any sound from the TV in the space.



- NOTES:
1. LOW VOLTAGE CABLE SHOWN SHALL BE VERIFIED IN THE SHOP DRAWINGS WITH LUTRON. USE THE INDICATED FOR BIDDING PURPOSES.
 2. REFER TO LUTRON INSTALLATION INSTRUCTIONS FOR WIRING DIAGRAMS FOR ALL COMPONENTS. THE INTENT OF THIS ONE-LINE IS TO BE SCHEMATIC.
 3. FOR THE WIRE LABELED WITH A "Q" USE THE TABLE BELOW.

TOTAL CONTROL LINK LENGTH	WIRE GAUGE	AVAILABLE FROM LUTRON IN ONE CABLE:
LESS THAN 500ft (152.4 m)	POWER (TERMINALS 182): 1 PAIR 18 AWG (1.0 mm ²)	GRX-PCBL-346S (NON-PLENUM) OR GRX-PCBL-346S (PLENUM)
	DATA (TERMINALS 384): 1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED*	
500ft (152.4 m) TO 2,000ft (610 m)**	POWER (TERMINALS 182): 1 PAIR 12 AWG (4.0 mm ²)	GRX-PCBL-46L (NON-PLENUM) OR GRX-PCBL-46L (PLENUM)
	DATA (TERMINALS 384): 1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED*	

HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

ELECTRICAL ONE-LINE DIAGRAMS AND LIGHTING CONTROL SCHEMATIC

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	KLY	KLY	KLY

SHEET No.

E102



October 21, 2024

Hiawatha Gardens Historic Dance Hall Manitou Springs, CO

Mechanical and Plumbing Schematic Design Narrative

This narrative is to describe the mechanical and plumbing systems to be utilized at the Historic Hiawatha Gardens Dance Hall. The site is being designed around two individual concepts; ~~the first option is to have an enclosed dance hall and adjoining restroom/utility spaces~~, the second option is to have an open air dance hall and a separate building that will contain restroom facilities for the site. ~~The building in option one consists of +/- 8,200 square feet with approximately 5,000 SF of open meeting/dance space. The remaining spaces include a meeting room, storage area, warming kitchen, restrooms and a utilities room.~~ For Option two the dance hall footprint remains the same but the space is open to the environment with no environmental control. The second building of option two consists of +/- 800 square feet of restrooms and storage only. The plumbing and mechanical systems capacities will be sized to accommodate the areas noted above.

The following codes will be utilized for the design basis:

- IBC 2021
- IMC 2021
- IPC 2021
- IFGC 2021
- IECC 2021 (Prescriptive Path)

Design Conditions (Per client design guidelines and ASHRAE)

Colorado Springs, CO, USA
6,300'

Outside ambient temperatures

Summer DB	92.0 F
Summer WB	61.0 F
Winter DB	-10.0 F (5-year minimum)

Occupied room temperatures

Cooling 75.0 F
Heating 70.0 F

Commissioning will be required for the mechanical and plumbing system as required by the 2021 IECC.

Mechanical System

The mechanical system shall be designed to match the two distinct floor plan options and each option will have different requirements. ~~For option one heating and cooling will be designed for all spaces~~, while for option two the detached restroom building will be designed for heating only and the dance hall shall remain unconditioned.



Option one will be designed using single-zone dual fuel heat-pump rooftop units with dry-bulb economizers. The anticipated equipment layout and distribution for option one will be as follows:

RTU-1

Serves Dance Hall
Approximately 5,000 S.F.
25 nominal Ton unit

RTU-2

Serves Auxillary spaces
Approximately 3,200 S.F.
12.5 nominal Ton unit

Separate from RTU-2 in option one the exterior accessible restrooms cabinet unit heaters 0.5 kW cabinet heaters will be utilized and in the utilities space a 1 kW unit heater will be used.

Option two will utilize radiant heaters in the necessary spaces to maintain temperature and prevent freezing. Radiant heat panels will be utilized in the ceiling to produce the necessary load. The panels will each be 750W and 2'x4' in size. One panel will be required for each family restroom. For the larger gendered restrooms, three panels will be required for each space. In the utility room a 0.75 kW unit heater will be utilized.

General exhaust shall be provided for the restrooms and janitor closet in both design options. In both design options a quantity of 850 cfm is required total. In option one a single roof mounted exhaust fan will be utilized to cover this load. In option two a single inline fan will be utilized and will exhaust the required cfm to a louver.

Ceiling fans will be provided in the dance hall in option two. A quantity of three fans similar to Canarm model H-9330 is recommended.

Plumbing System

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new domestic cold water, domestic hot water and hot water recirculation, and sanitary sewer piping. Plumbing fixture counts shall be taken from the architectural plans. Plumbing fixtures shall meet ADA requirements. The plumbing system requirements will remain mostly identical between the two design options. The hot water system shall consist of a 50 gallon 8 kW electric water heater. The hot water system will consist of a hot water recirculation pump that runs on an occupied/unoccupied schedule on an aquastat.

The plumbing system will consist of a 1-1/2" domestic cold water tap and meter. The domestic cold water service from the meter to the building will be upsized to 2" to accommodate for pressure losses. It is assumed that the cities' water main has enough pressure that a domestic water booster pump is not required.

All water lines throughout the building shall be Type L copper with wrought solder fittings.

A 4" sanitary line and 3" vent line will serve all plumbing fixtures.



All waste lines on the interior of the building shall be cast-iron. All waste line connections shall be made with Husky H4000 bands or equal. All waste lines below grade shall be PVC.

~~For the option one rooftop units a new gas line and meter will be required. The gas line will be 3/4" in size and supply gas at 2.0 psi.~~

The plumbing fixture specifications shall be as follows:

- Water closets shall be 1.28 GPF vitreous china with battery-powered flush valves.
- Urinals shall be pint flush vitreous china with battery-powered flush valves.
- Lavatories shall be wall hung vitreous china with wall carriers connected to the floor, and 0.5 GPM auto faucets. Each lavatory faucet shall have a thermostatic mixing valve mounted as close to the bottom of the fixture as possible to avoid tampering. Insulation kits shall be provided below all lavatories for accessibility.
- Floor drains shall be nickel alloy finish. All floor drains shall have Trap Guards. There shall be floor drains located in the kitchen, restrooms, and utility room.
- Floor sinks shall be white acid-resistant finish. There shall be a floor sink provided for the water entry backflow preventor.
- A wall hydrant in a lockable box at the exterior of the building shall be provided. The hydrant shall have a shut-off valve on the interior of the building as well.
- The roof shall have gutters, refer to architectural.
- ~~• As part of option one only the warming kitchen shall have single compartment sinks with a garbage disposal unit and faucet. An additional sink will also be available in the meeting room.~~
- A molded stone mop service basin with faucet having integral and check stops shall be provided in the utility room.
- Water hammer arrestors shall be provided as required, with access panels.
- Gas Piping will be schedule 40 black steel and paint on the roof.
- ~~• Roof hydrants will be located near mechanical equipment on the roof for option one.~~

End of Narrative

Hiawatha Gardens Ecological Characterization Study Manitou Springs El Paso County, Colorado

On Behalf of:

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Prepared by:



2435 Research Parkway
Suite 300
Colorado Springs, CO 80920

October 24, 2024

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1.0 Introduction

Matrix Design Group, Inc. (Matrix) prepared this Ecological Characterization Study per Manitou Springs Code Ordinance 18.03.10.5 on behalf of the City of Manitou Springs for the proposed drainage improvements at the historic Hiawatha Gardens building, located in Manitou Springs, El Paso County, Colorado. The proposed project includes concept level parking and pedestrian improvements, landscape improvements, and potential improvements to the adjacent Fountain Creek channel and floodplain.

2.0 Methods

For this assessment, Matrix first conducted a desktop analysis of the project area to determine whether known federal threatened and endangered species or critical habitat have been documented within or immediately adjacent to the proposed project area. Matrix queried the following sources to gain more information about the project area:

- The U.S. Fish and Wildlife Service (USFWS), Information for Planning and Consultation (IPaC) Official Species List for candidate, threatened, or endangered species, and their critical habitat for the project area (USFWS, 2022b)
- The Colorado State Wildlife Action Plan (CSWAP) and Colorado's Conservation Data Explorer (CODEX) for state listed Species of Greatest Conservation Need (SGCN) (CODEX, 2023)
- The U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) stream and waterbody data for a list of streams, waterbodies, and watersheds that intersect with the project area (USGS, 2022).
- The USFWS National Wetland Inventory (NWI) for a list of wetland and open water habitat that intersect with the project area (USFWS, 2022a).

A literature review was conducted for pertinent information on each USFWS federally listed species and Colorado state-listed species regarding their habitat preferences, life history requirements, distinguishing features, mobility/home-range requirements, reproductive needs, and sensitivity to anthropogenic disturbances.

A subsequent field review of the project area was conducted by Matrix staff on September 18th, 2024. In accordance with Code Ordinance 18.03.10.5, Matrix assessed the following:

- wetlands and perennial streams
- native and non-native vegetation communities
- locate and identify trees greater than 3 inches indicating their size and health
- passively record wildlife observed

The findings of the desktop analysis and field visit are summarized below. Features observed and recorded in the project area were located using a handheld GPS unit with sub-foot accuracy. This includes trees, ordinary high-water mark, top of bank, and shoreline.

3.0 Results

3.1 Wildlife Use of the Area and Habitat Value

The Endangered Species Act (ESA) of 1973 is administered the U.S. Fish and Wildlife Service (USFWS) and protects threatened and endangered species and their habitats. Potentially significant adverse effects

to federally listed species and/or their habitats require consultation with USFWS under Section 7 or Section 10 of the ESA. Effects on candidate species do not require formal consultation. USFWS serves as the deciding authority on the designation and development of species-specific conservation banks.

Under the ESA it is unlawful for any person to “take” an endangered species, including any significant habitat modifications that could alter species behaviors, such as mating or foraging, or other actions that may result in the further decline of that species. Therefore, a preliminary desktop analysis for any federally listed species that could occur at or near the project area was conducted. The IPaC report identified eight federally threatened, endangered, or candidate species that may be impacted by activities at or near the project, which are listed in [TABLE 1](#). Only species with the potential to occur will be evaluated for any constraints to development.

Table 1. Threatened and Endangered species with potential to occur in project area

Scientific Name	Common Name	Species Type	USFWS Status	Potential to Occur
<i>Canis lupus</i>	gray wolf	mammal	Experimental in CO	No
<i>Charadrius melodus</i>	pipin plover	bird	Threatened	No
<i>Danaus plexippus</i>	monarch butterfly	insect	Candidate	No
<i>Laterallus jamaicensis</i>	eastern black rail	bird	Threatened	No
<i>Perimyotis subflavus</i>	tricolored bat	mammal	Proposed endangered	Yes
<i>Scaphirhynchus albus</i>	pallid sturgeon	fish	Endangered	No
<i>Spiranthes diluvialis</i>	Ute ladies'-tresses	plant	Threatened	No
<i>Strix occidentalis lucida</i>	Mexican spotted owl	bird	Threatened	No, final critical habitat

USFWS defines critical habitat as an area of land and water with physical and biological features that are essential for the conservation of a threatened or endangered species that may require special management considerations or protections (USFWS, 2004). The project area lies within final critical habitat for the Mexican spotted owl (*Strix occidentalis lucida*) (MSO) as defined by USFWS. MSOs prefer both forested and rocky-canyon habitats, disconnected from human encroachment (USFWS, 2023a). Following correspondence with local USFWS biologist, Kyle Lemaire, due to the urbanization and high human traffic throughout the City of Manitou Springs, MSOs are not expected to inhabit the project area, nor the surrounding area; therefore, this project is not expected to have adverse impacts on MSOs nor will there be any restrictions or limitations to the project construction due to the designated critical habitat.

The tricolored bat (*Perimyotis subflavus*) (TCB) is one of the smallest bats that is native to North America and can be found roosting in forests, caves, mines and/or human structures, such as barns, porch roofs, and bridges. In the winter months (November to April), they are known to hibernate in caves, mines, and the occasional road-associated culvert and/or bridge, where caves are less abundant. Their preferred prey items include small insects such as caddisflies, moths, beetles, wasps, and flies and are usually found foraging in the early evening along forest edges and over waterways. During the site visit, Matrix biologists observed suitable habitat throughout the project area, including large trees and various bridge and culvert structures that could potentially be utilized as roosting locations.

Following correspondence with local USFWS biologist, Kyle Lemaire, an informal decision of “may affect, not likely to adversely affect” determination was discussed. Due to the potential adverse effects to a

federally listed species and their habitat, the project will likely require consultation with USFWS under Section 7 or Section 10 of ESA (USFWS, 2022b) in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.

When planning for the construction of the project, it is recommended that development activities follow the proposed [Voluntary Environmental Review Process for Development Projects](#) developed by the USFWS to limit any potential impacts to the TCB or their habitat, during the disturbance. Due to the TCB being listed as proposed endangered, minimal conservation measures have been outlined by USFWS. Through conversations with USFWS and internal research, Matrix's recommendations include, but are not limited to, a qualified biologist completing bat presence/absence surveys within culverts and under bridges, prior to construction, in addition to restricting the removal of suitable roosting trees and shrubs during the summer months, outside of hibernation and active pup season (April to July), when individuals have the ability to depart from their potential roosting areas (USFWS, 2024).

3.2 Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) protects all migratory birds, raptors, and their active nests. The MBTA prohibits the removal or disturbance of active nests that would result in the loss of eggs or young. Migratory birds and raptors could potentially be impacted by the project, both directly through habitat loss and indirectly due to sound disturbance related to construction activities. Colorado Parks and Wildlife (CPW) recommends all construction-related disturbances occur outside of the migratory bird and raptor nesting season, January 15 through September 30. If disturbance occurs within the nesting season, it is recommended that a qualified biologist conduct a survey of the project area for nesting migratory birds within seven (7) days prior to clearing/grubbing or other construction activities. Desktop analyses identified twelve birds of conservation concern that may be impacted by activities around the project, which are listed in [TABLE 2](#).

Table 2. Migratory bird species of concern with potential to occur in project area

Scientific Name	Common Name	State Status*	SWAP** Tier	Potential to Occur
<i>Haliaeetus leucocephalus</i>	bald eagle	Eagle Act		No
<i>Selasphorus platycercus</i>	broad-tailed hummingbird	BCC		Yes
<i>Larus californicus</i>	California gull	BCC		No
<i>Haemorhous cassinii</i>	Cassin's finch	BCC	Tier 2	No
<i>Nucifraga columbiana</i>	Clark's nutcracker			No
<i>Coccothraustes vespertinus</i>	evening grosbeak	BCC		Yes
<i>Psiloscops flammeolus</i>	flamulated owl	BCC		No
<i>Aquila chrysaetos</i>	golden eagle	Eagle Act	Tier 1	No
<i>Melanerpes lewis</i>	Lewis's woodpecker	BCC	Tier 2	Yes
<i>Contopus cooperi</i>	olive-sided flycatcher	BCC	Tier 2	No
<i>Gymnorhinus cyanocephalus</i>	pinyon jay	BCC		No
<i>Leiothlypis virginiae</i>	Virginia's warbler	BCC	Tier 2	No

*BCC = Bird of Conservation Concern, **SWAP = State Wildlife Action Plan

There are three species of migratory birds that have to potential to be present at the project area, broad-tailed hummingbirds, evening grosbeaks, and Lewis's woodpecker. Construction timing should aim to occur outside of active nesting times for each species. Nesting for the identified species occurs from April to September. All vegetation removal, thinning, or other construction activities that impact vegetation should occur outside of the nesting window to prevent damage to nesting trees or direct take of adults, chicks, or eggs. If construction activities cannot occur outside of this window Matrix recommends for surveys to be conducted by a qualified biologist no fewer than five (5) days prior to construction activities to determine the presence/absence of the species noted. If active nests or nesting behaviors are observed, precautionary measures like buffer zones for work should be implemented to reduce any adverse impacts to the nesting birds. More information on [Nationwide Standard Conservation Measures](#) are provided by USFWS to reduce stress on nesting birds during development.

3.3 State and Local Protections and Considerations CODEX

Colorado's Conservation Data Explorer (CODEX) considers biological diversity, lands, hydrology, and other natural resources including potential impacts to threatened, endangered, and special concern species and their habitat within projects areas. During our CODEX review, which includes a one-mile buffer of the project area, five Tier 1 Species of Greatest Conservation Need (SGCN) were noted to potentially occur within the project area, which are listed in [TABLE 3](#).

Table 3. SWAP Tier 1 species of concern with potential to occur in project area

Scientific Name	Common Name	Species Type	SWAP Tier	Potential to Occur
<i>Zapus hudsonius preblei</i>	Preble's meadow jumping mouse	mammal	Tier 1	No
<i>Corynorhinus townsendii pallascens</i>	Townsend's big-eared bat	mammal	Tier 1	Yes
<i>Leucosticte australis</i>	brown-capped rosy-finch	bird	Tier 1	Yes
<i>Myotis lucifugus</i>	little brown myotis	mammal	Tier 1	Yes
<i>Myotis thysanodes</i>	fringed myotis	mammal	Tier 1	Yes

The brown-capped rosy-finch can be found in higher alpine areas near meadows where they forage for seeds and insects along the edges of areas with melting snow. In the winter, they move to lower elevations to more forested habitats. Nests for this species have been found as high as 14,000 ft and are typically made in cliffs, caves, and old rockslides. This species has the potential to occur in this area during the winter months, however, there is no breeding habitat in the area so it is unlikely that they would be impacted by construction activities.

Townsend's big-eared, Mexican free-tailed (*Tadarida brasiliensis*), and myotis bat winter hibernacula habitat was identified within 1-mile of the project area. It is unlikely that construction activities will impact these species. However, removal of potential roosting trees should be minimized as possible, therefore, Matrix recommends that the removal, thinning, or alteration of any vegetation should be timed in accordance with the limits already set by the tricolored bat.

3.4 Habitat Considerations

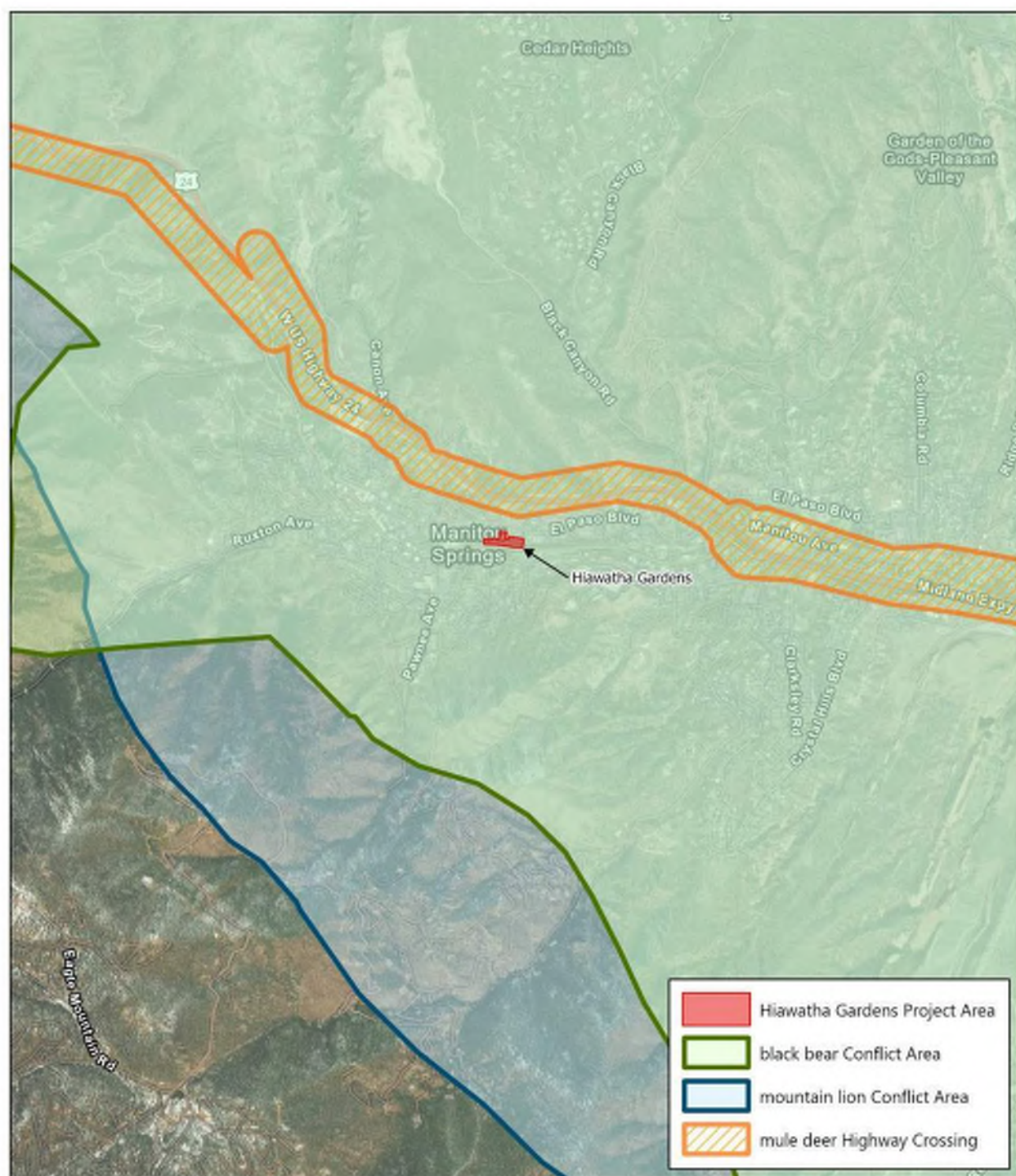
The project area is located along Fountain Creek which likely provides a movement corridor for large and small wildlife species [e.g., amphibians, reptiles, small mammals, and arthropods (insects and spiders, including pollinators), mule deer, and coyotes]. Signs of mule deer, including tracks and scat, were

observed along Fountain Creek during the visit to the project area. Other observations included black-capped chickadee (*Poecile atricapillus*), American crow (*Corvus brachyrhynchos*), hairy woodpecker (*Dryobates villosus*), and black-billed magpie (*Pica hudsonia*). A common garter snake (*Thamnophis sirtalis*) was observed near the creek during the visit which suggests the use of the area by this species. Due to the current conditions of the project area being an existing parking lot with an existing building and pedestrian and vehicular traffic moving through the site at regular intervals, it is unlikely that any species, beyond migratory birds, is spending a considerable amount of time within the project area for cover, nesting, or roosting. It is likely that Fountain Creek, and the associated vegetation, provides enough cover for wildlife to use the southern boundary of the project area as a movement corridor and short-term stopping place for water and foraging.

This area has been identified as a black bear and mountain lion human-wildlife conflict area by CPW (FIGURE 1). In developing the land adjacent to Fountain Creek there are opportunities to reduce conflict with nuisance wildlife species (e.g., prairie rattlesnake, raccoons, red fox, coyote, and mule deer) from negative interactions with people, their pets, and vehicles. Revegetation and landscape design in the project area should focus on reducing human-wildlife conflicts by keeping dense vegetation away from the surrounding commercial properties. CPW provides guidance for developers to reduce conflicts with wildlife: [Colorado Parks & Wildlife - Developing with Wildlife in Mind \(state.co.us\)](https://state.co.us/colorado-parks-wildlife-developing-wildlife-mind). This will help to keep species moving through the area near the floodplain of Fountain Creek and discourage movement through adjacent properties. Any changes to culverts, storm outfalls, or other structures potentially used for wildlife movement should be evaluated and the design will be adjusted to maintain or improve the safe passage of wildlife through the greater corridor while remaining mindful of human and wildlife safety.

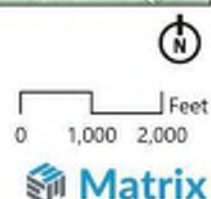
To the North of the project area, CPW has identified a mule deer highway crossing area across State Highway 24 (FIGURE 1). While we can assume mule deer are present within the Fountain Creek corridor, and thus likely use a portion of the project area as a movement corridor, there are no impacts to development because of the designated mule deer highway crossing. It is recommended that CPW's Developing with Wildlife in Mind, linked above, be utilized as a guide for design, and that careful consideration be given to the planting palette for landscape design to deter deer from becoming a nuisance within the new development.

Figure 1. Wildlife-Human Conflict Areas



HIAWATHA GARDENS
FIGURE: WILDLIFE-HUMAN CONFLICT AREAS

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.5 Wetland Boundary and Ecological Function

The project area is located within the Fountain Hydrologic Unit Code (HUC) 11020003, an approximately 594,176-acre watershed (FEMA, 2023). Based on a review of the USFWS National Wetlands Inventory (NWI), the project area contains Fountain Creek, which is classified as riverine unknown perennial, unconsolidated bottom, permanently flooded (R5UBH) (USFWS, 2023b). (FIGURE 2).

Figure 2. Fountain Creek at Hiawatha Gardens



Matrix staff visited the project area to delineate the limits of aquatic resources, including wetlands and the ordinary high-water mark (OHWM) that may be subject to CWA Section 404 jurisdiction (Waters of the U.S. or "WOTUS"). Additionally, the top of bank and shoreline were delineated as required by the City of Manitou Springs Code Ordinance 18.03.10.5. Approximately 0.01 acre of palustrine emergent (PEM) wetlands were mapped within the project area and contained hydrophytic vegetation, hydric soils, and indicators of hydrology. These wetlands are assumed to be sustained by Fountain Creek continuous flows and seasonal flooding. Emergent wetlands were primarily dominated by reed canarygrass (*Phalaris arundinacea*, Facultative Wetland [FACW]), bluejoint (*Calamagrostis canadensis*, FACW), and orchardgrass (*Dactylis glomerata*, Facultative Upland [FACU]). Wetlands were primarily confined to the fringe and floodplains of Fountain Creek. Wetland/upland transitions were delineated based on changes in vegetation community composition and presence or lack of wetland hydrology indicators. Two data points were collected along the wetland/upland transitions during the delineation to characterize the changes in vegetation, soil, and hydrology. Soils within the wetlands were recorded as 2.5YR 4/4, 7.5YR 3/2, and 10YR 2/1, fitting the Hydrogen Sulfide (A4) hydric indicator. Soil textures within wetlands consisted primarily of gravel and sand. Indicators of wetland hydrology included the primary indicators of Saturation (A3) and Hydrogen Sulfide Odor (C1). Secondary hydrology indicators observed included Drainage Patterns (B10), Geomorphic Position (D2), and FAC-Neutral Test (D5). These wetlands provide minimal ecological function through small amounts of filtration during high flow events, by improving water quality through the removal of pollutants and sediment within the channel.

Fountain Creek is shown as a perennial tributary to the Arkansas River on the USGS Fountain, CO Quadrangle Map and USGS NHD. Field observations confirmed the location and extents of Fountain Creek, running parallel to Manitou Ave and flowing from west to east, below Old Mans Trail, through the center of the project area.

The OHWM was primarily delineated based on water staining on the retaining walls, changes in slope, and changes in vegetation species and cover. This section of Fountain Creek is largely constricted by retaining walls, development, and high levels of foot traffic. Based on the OHWM delineation, approximately 0.24 acres and 675.2 linear feet of Fountain Creek were mapped within the project area.

All mapped resources, including delineated wetlands, OHWM, shoreline, and top of bank, per City of Manitou Springs Code Ordinance 18.03.10.5, can be referenced in [FIGURE 3](#).

Figure 3. Ordinary High Water Mark, Top of Bank, and Shoreline



HIAWATHA GARDENS
FIGURE: AQUATIC RESOURCES

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.6 Prominent Views

Views from the project area include Pike's Peak, the Manitou Incline, Fountain Creek, and the historic Hiawatha Gardens building (FIGURE 4). From the parking area, there are clear views of Pike's Peak and the Manitou Incline to the west. In the center lies the historic Hiawatha Gardens building with a painted mural. Fountain Creek runs west to east through the project area and multiple trails allow access near the creek and provide views of the waterway and large shade trees. Design plans should consider these views and creek access when proposing vegetation and general design to maintain or enhance these characteristics.

Figure 4. Representative photos of the site including views of Pike's Peak, Manitou Incline, the historic Hiawatha Gardens building, and Fountain Creek



3.7 Vegetation Communities

Vegetation in the project area is heavily associated with Fountain Creek with most plants occurring along its banks. There are little to no plants within the parking area of Hiawatha Gardens apart from a few juniper (*Juniperus sp.*) and pine (*Pinus sp.*) species near the current bus stop on Old Mans Trail and along El Paso Blvd to the north of the project area where there are other shrubs including rubber rabbitbrush (*Ericameria nauseosa*), and various forbs including annual sunflower (*Helianthus annuus*), Rocky Mountain beeplant (*Cleomella serrulata*), and ornamental grasses. Along the southern end of the parking area, along Fountain Creek there are large crack willows, Siberian elms, and cottonwood trees providing shade for the creek and a portion of the parking lot, while also providing a visual barrier between the project area and Manitou Avenue.

Although many of the large trees are considered invasive or noxious species by the Colorado Department of Agriculture, these mature and healthy trees provide much needed shade to the area, screening, and

habitat for various songbird species in the area. This higher vegetation coverage near the creek helps to keep wildlife moving through the project area and reduces the likelihood of them venturing into the surrounding properties or onto Manitou Avenue. Design plans should consider saving trees along Fountain Creek while still accommodating necessary channel improvements. While not an exhaustive list, the TABLES 4 AND 5 below list the species observed within the project area.

Table 4. Native species observed in the project area

Scientific Name	Common Name	Category	Wetland Status
<i>Cleome serrulata</i>	Rocky Mountain beeplant	Forb	FACU
<i>Ericameria nauseosa</i>	rubber rabbitbrush	Shrub	NI
<i>Fraxus pennsylvanica</i>	green ash	Tree	FAC
<i>Helianthus annuus</i>	common sunflower	Forb	FACU
<i>Juniperus scopulorum</i>	Rocky Mountain juniper	Tree	NI
<i>Populus deltoides</i>	plains cottonwood	Tree	NI
<i>Robinia pseudoacacia</i>	black locust	Tree	FACU
<i>Rosa woodsii</i>	Woods' rose	Shrub	FACU
<i>Salix amygdaloides</i>	peachleaf willow	Tree	FACW
<i>Symphoricarpos albus</i>	common snowberry	Shrub	FACU

Table 5. Non-native and invasive species observed in the project area

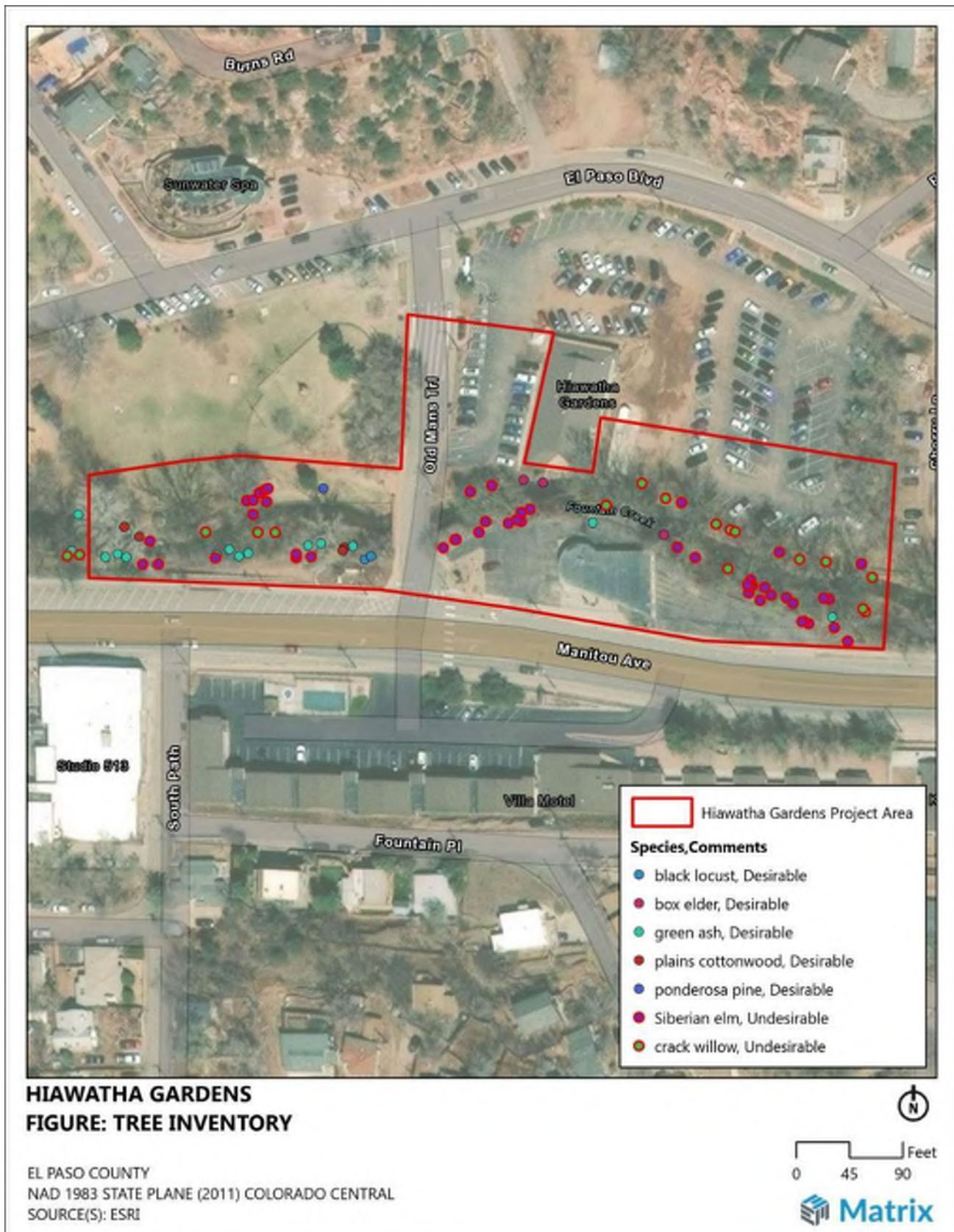
Scientific Name	Common Name	Category	Plant Status
<i>Agrostis gigantea</i>	redtop	Grass	Introduced
<i>Dactylis sp.</i>	orchardgrass	Grass	Introduced
<i>Melilotus officinalis</i>	sweet clover	Forb	Introduced
<i>Cirsium arvense</i>	canada thistle	Forb	List B Noxious
<i>Saponaria officinalis</i>	bouncing bet	Forb	List B Noxious
<i>Artium sp.</i>	common burdock	Forb	List C Noxious
<i>Elmus pumila</i>	Siberian elm	Tree	List C Noxious
<i>Salix fragilis</i>	crack willow	Tree	Invasive

3.8 Habitat Features and Ecological Function

Most of the project area includes an existing historic building, unpaved parking lot, the edge of a city park, and a small social trail system along Fountain Creek. Memorial Park is a traditional Kentucky bluegrass (*Poa pratensis*) lawn park with sparse, large plains cottonwood and various pine and spruce (*Picea sp.*) trees. The creek is lined with large crack willows and an understory of smaller trees and large shrubs. There were palustrine emergent (PEM) wetlands identified along Fountain Creek within the project area near the crossing at Old Mans Trail. The parking area has small pockets of vegetation along El Paso Blvd that could support a small population of pollinators given the species observed. The large trees and more dense vegetation observed along Fountain Creek provide cover, foraging opportunities, and possible nesting opportunities for birds and small mammals. Fountain Creek could also provide foraging habitat for various amphibians and reptiles. Design plans should aim to protect existing vegetation in place as

design allows and provide additional pockets of native vegetation, specifically selected to provide forage for pollinators and birds. The following map provides locations for trees observed in the project area greater than 3 inches in diameter and whether the species are considered “Desirable” (native) or “Undesirable” (invasive or noxious). Matrix recognizes the benefits of keeping certain trees even if they are invasive or noxious due to the benefits they provide to the project. Additionally, while green ash is a native species, because of the emerald ash borer (*Agrilus planipennis*), these trees are susceptible to dying if they have not been inoculated and should therefore not be prioritized for avoidance.

Figure 7. Tree Inventory



3.9 Timing of Development and Mitigation

The proposed project would include improvements to the Fountain Creek channel to reduce flood danger and provide improvements to the parking area at the historic Hiawatha Gardens building. Based on review of the USFWS IPaC, CODEX report, and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Design and construction planning should consider the species and characteristics of the project area discussed above and summarized below.

- The project area is located within a critical habitat designation for Mexican spotted owls; however, no adverse impacts are anticipated;
- Black bear- and mountain lion-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by CPW;
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project;
- Due to the possible presence of the tricolored bat (proposed endangered) and the three identified migratory birds listed as Birds of Conservation Concern, trees should only be removed or thinned between October 15th and December 15th to prevent any “take” of those species or their habitats.
 - This time frame for vegetation removal and thinning is also beneficial for the other bat species identified in the report;
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used as roosting trees during migration, mating, and pup-rearing periods. The project will likely require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

4.0 References

- [CBAP] Colorado Bird Atlas Partnership. 2016. Colorado Breeding Bird Atlas.
- [CODEX] Colorado's Conservation Data Explorer. 2023. Available on-line at: <https://codex.cnhp.colostate.edu/content/map/> Accessed October 2024.
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- [USFWS] Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Version 1.0. 2024. Available at: Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Accessed October 2024.
- [USFWS] U.S. Fish and Wildlife Service. 2023b. National Wetlands Inventory (NWI). Available at: <https://www.fws.gov/wetlands/>. Accessed: October 2024.
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- [USGS] U.S. Geological Survey. 2022. National Hydrography Dataset (NHD). Available at: <https://www.usgs.gov/core-science-systems/ngp/national-hydrography>. Accessed: October 2024.
- Wickersham, Lynn E. (Editor). 2016. The Second Colorado Breeding Bird Atlas. Colorado Bird Atlas Partnership and Colorado Parks and Wildlife. Denver, Colorado.

5.0 Representative Photos



Photo 1. Fountain Creek looking East towards Old Mans Trail from project area boundary



Photo 2. PEM designated wetlands along Fountain Creek looking West from Old Mans Trail



Photo 3. Fountain Creek looking West from edge of project area and large crack willow along bank

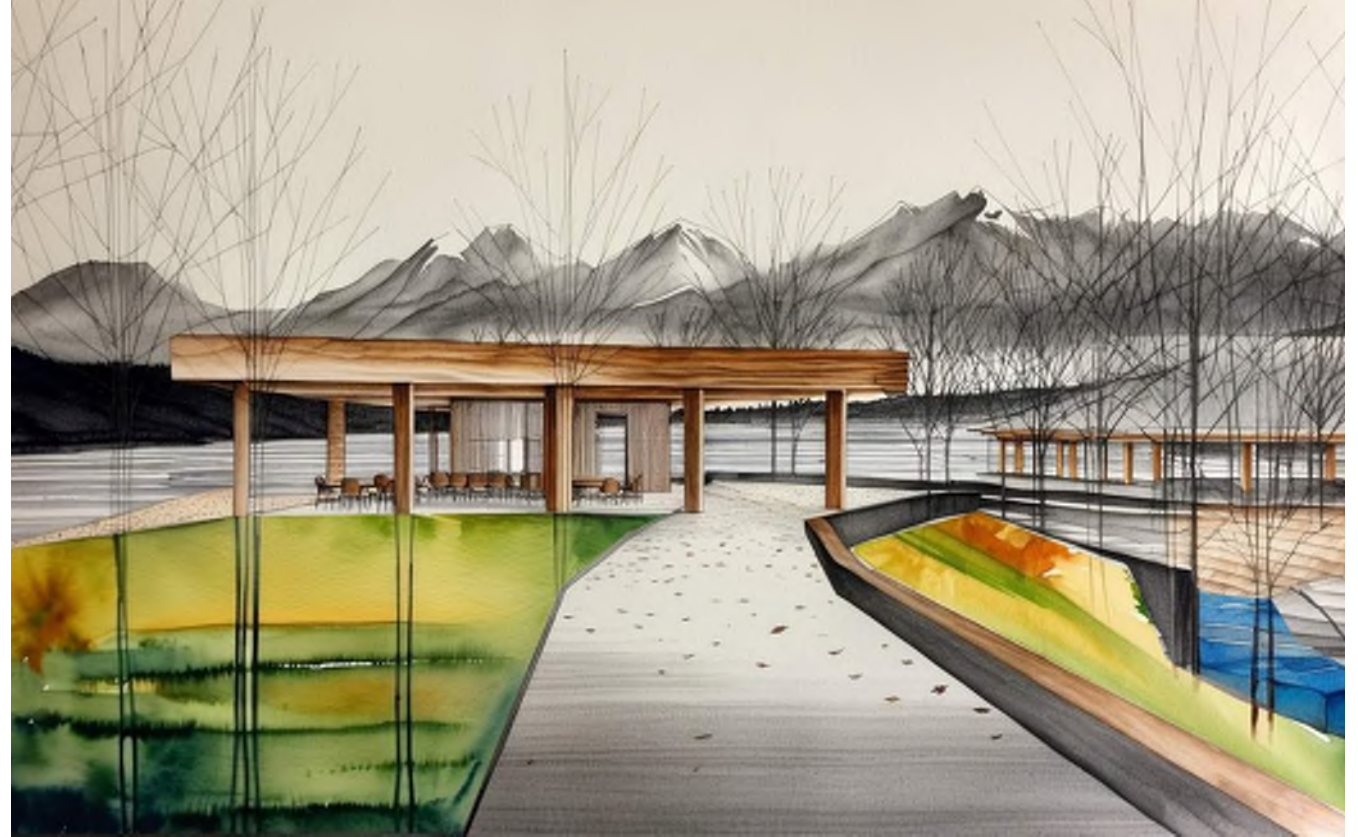


Photo 4. Hiawatha Gardens parking area



Photo 1. Parking area looking Northeast towards El Paso Blvd

CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK SITE EXPLORATION

GOALS

REDUCE BUS TRAFFIC ON EL PASO

REDUCE HIAWATHA GARDENS TRAFFIC ON EL PASO

IMPROVE THE CREEK WALK TRAIL

INCREASE ECONOMIC VALUE

INCREASE CREEK ACCESS

BRING ART AND EDUCATION INTO THE CORRIDOR



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK EXISTING SITE



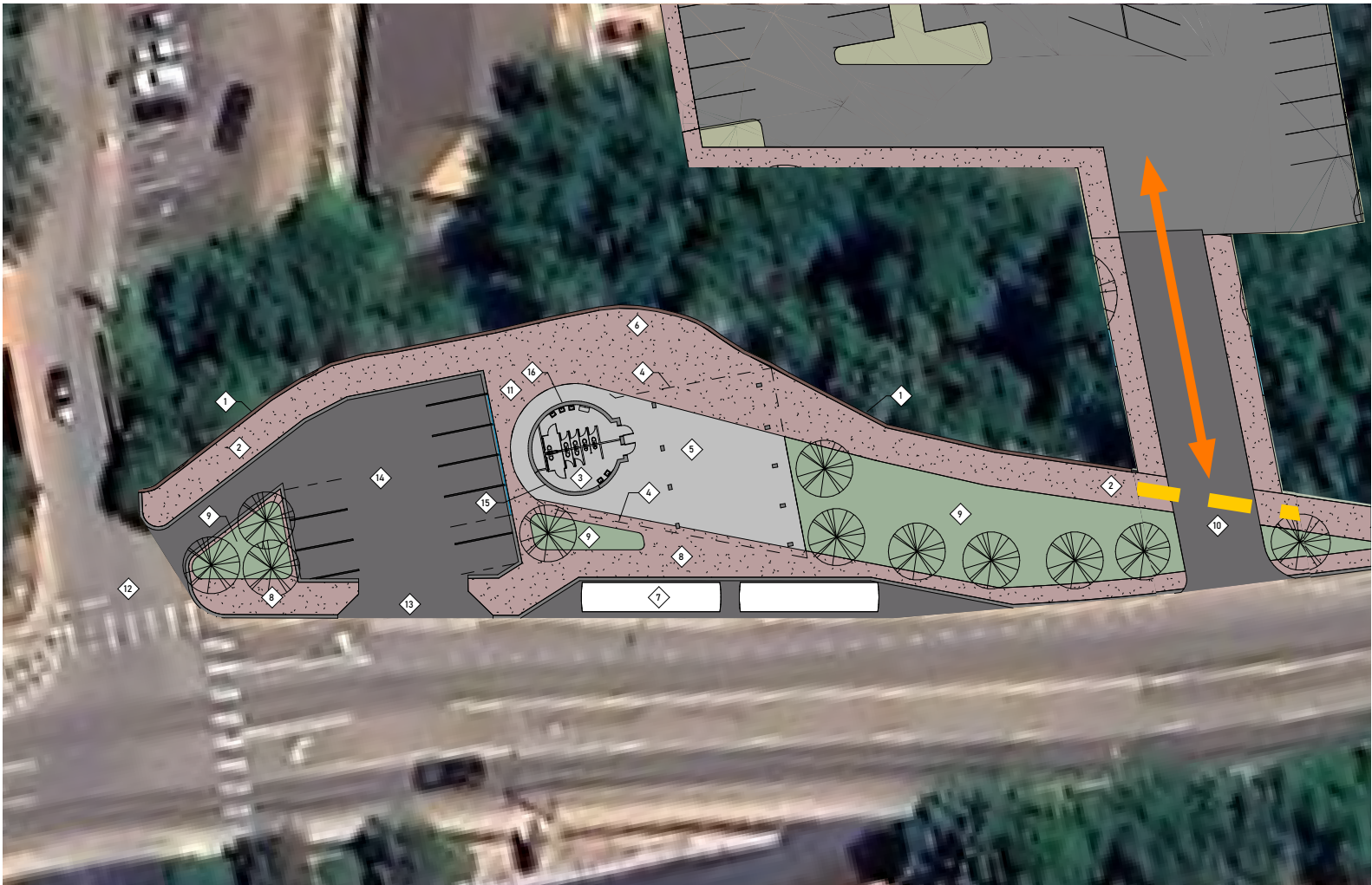
CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN

CHASE - OPTION 1 KEYNOTES

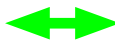
1. DEMO AND REPLACE METAL VEHICLE BARRIER ALONG ENTIRE NORTH EDGE WITH ORNAMENTAL PEDESTRIAN GUARD RAIL
2. NEW 10' WIDE CONCRETE CREEK WALK PATH; MANITOU RED
3. COMPLETE INTERIOR GUT OF EXISTING CHASE BANK BUILDING. REMODEL INTO RESTROOMS. CONCRETE FLOOR, TILE WALLS, WALL MOUNT WATER CLOSET AND LAVATORIES, HEATING ONLY. MATCH HIAWATHA GARDENS RESTROOM SCOPE IN GENERAL.
4. EXISTING CANOPY TO REMAIN. REMOVE EXISTING METAL SIDING AND REPLACE WITH NEW FINISH. ASSUME WOOD RAINSCREEN FOR PRICING. INSTALL NEW EPDM MEMBRANE.
5. COVERED PLAZA. CONCRETE SLAB; MANITOU RED
6. CREEKSIDE SEATING AREA
7. NEW CURB CUT FOR BUS PULL OFF
8. NEW CONCRETE; MANITOU RED
9. NEW PLANTER. ANNUAL BUSHES, PERENNIAL BUSHES, AND TREES
10. NEW VEHICULAR BRIDGE. RE; CIVIL
11. EXISTING BUILDING EXTERIOR WALL TO REMAIN. NEW WOOD RAINSCREEN OVER EXISITNG BRICK FOR PRICING.
12. ROADWAY REPAIR
13. EXISTING CURBCUT TO REMAIN
14. NEW PARKING LOT
15. INFILL EXISTING CURVED 20' X 8' STOREFRONT OPENING. ADD 10 NEW 24X72 WINDOWS WITH FROSTED GLASS.
16. 15 WALL MOUNTED BIKE RACKS

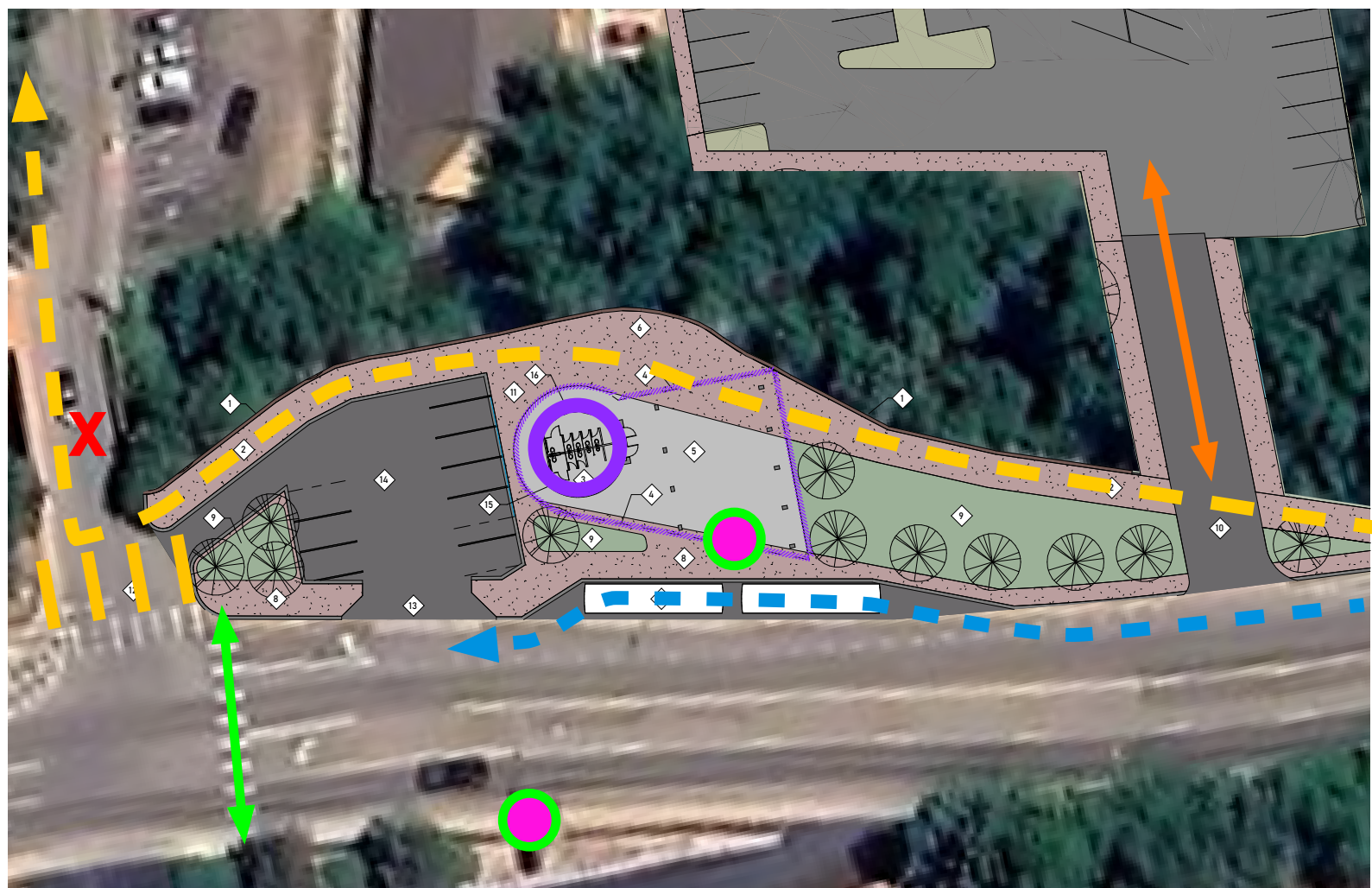


CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN WITH BRIDGE

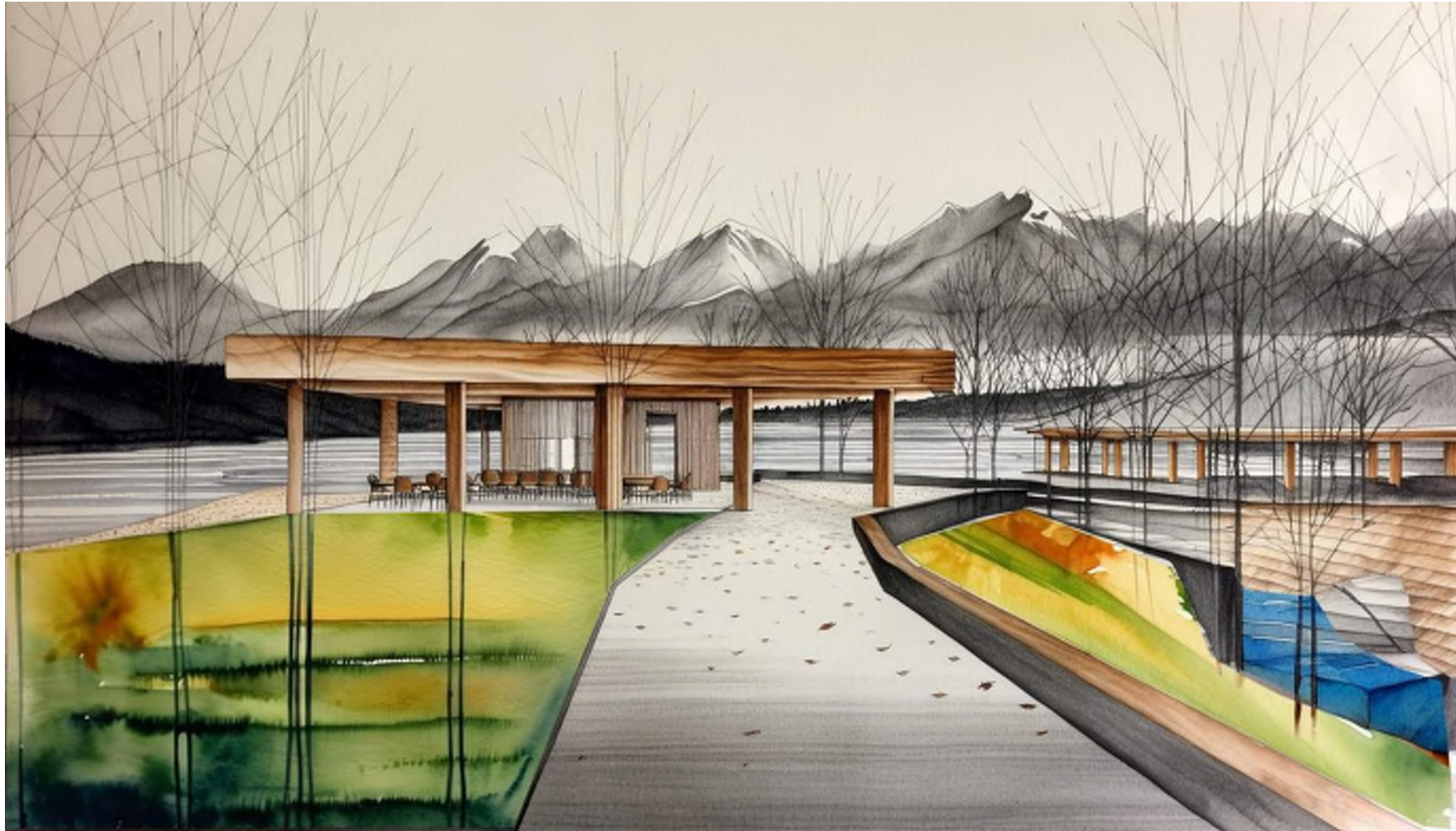
- CREEK WALK TRAIL 
- BUS ROUT 
- BUS STOP ACCESS 
- BUS STOP 
- EXISTING BUILDING RENOVATION 
- EXISTING CANOPY 
- VEHICULAR BRIDGE 
- OLD MAN'S TRAIL MUST BE CLOSED TO VEHICLES WITH BRIDGE 



CITY COUNCIL WORK SESSION

2024-12-03

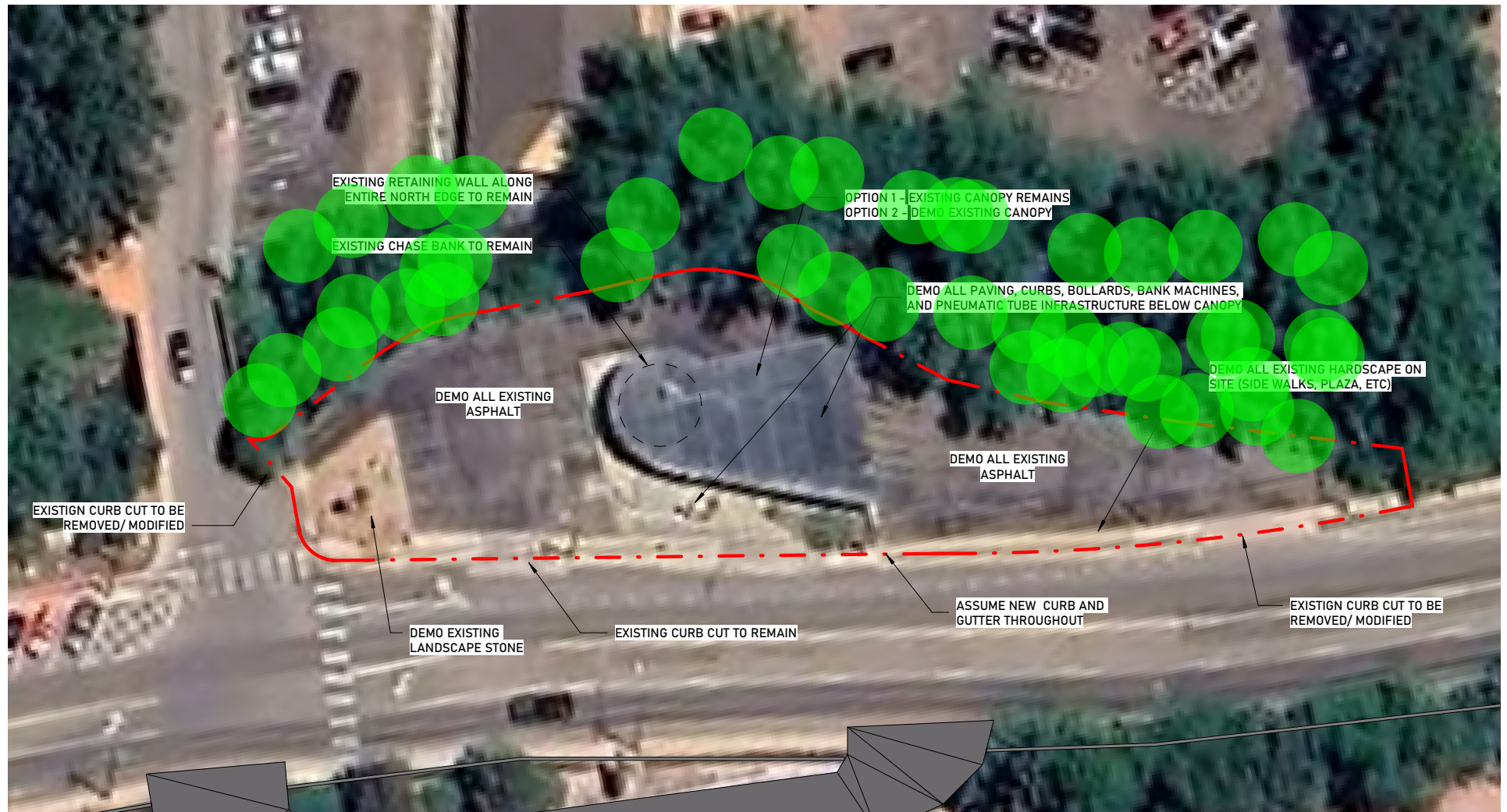
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

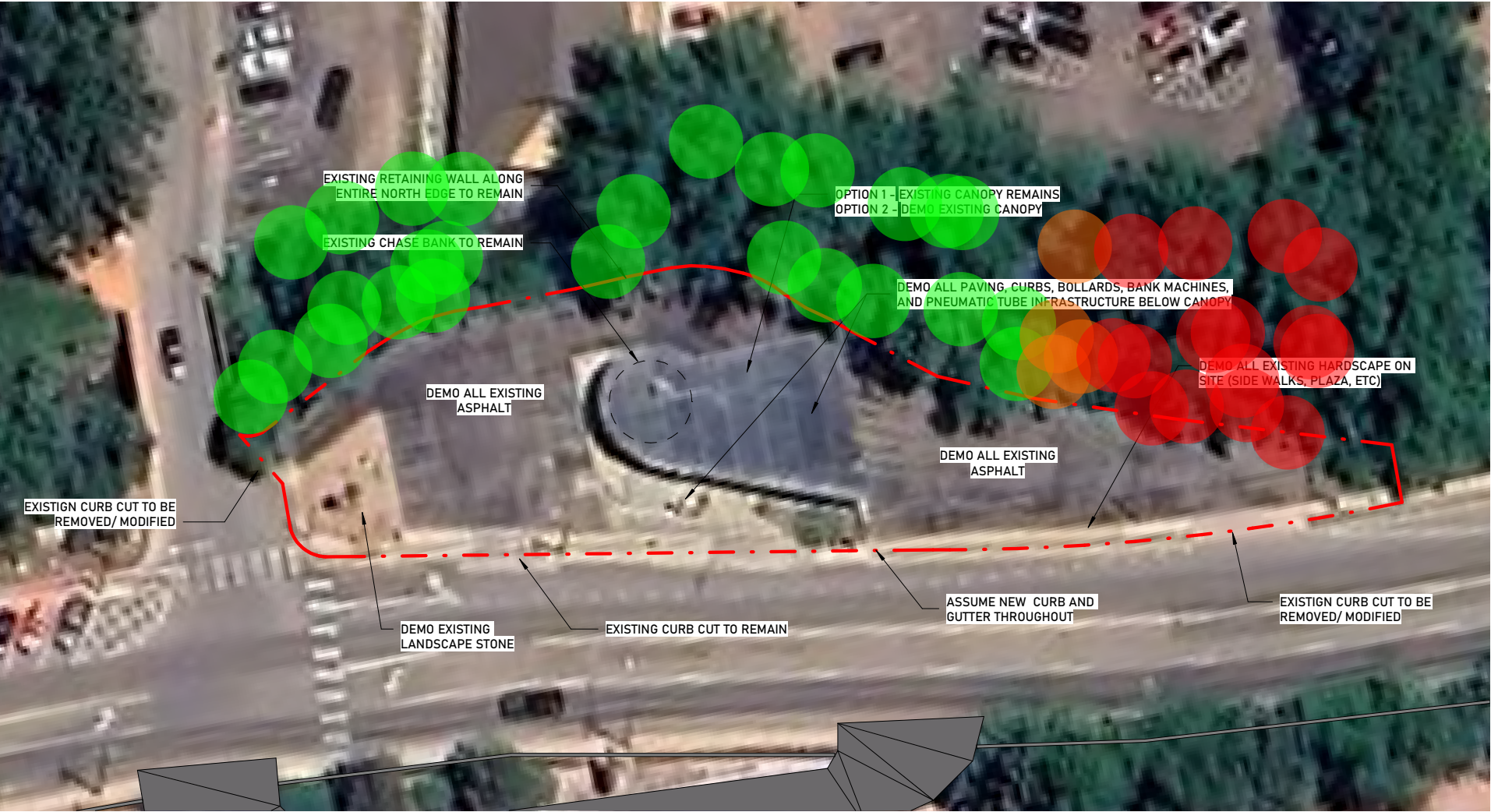
TREE IMPACT ZONE - OPTION 1



CITY COUNCIL WORK SESSION

2024-12-03

TREE IMPACT ZONE - OPTION 1 - WITH BRIDGE



CITY COUNCIL WORK SESSION

2024-12-03

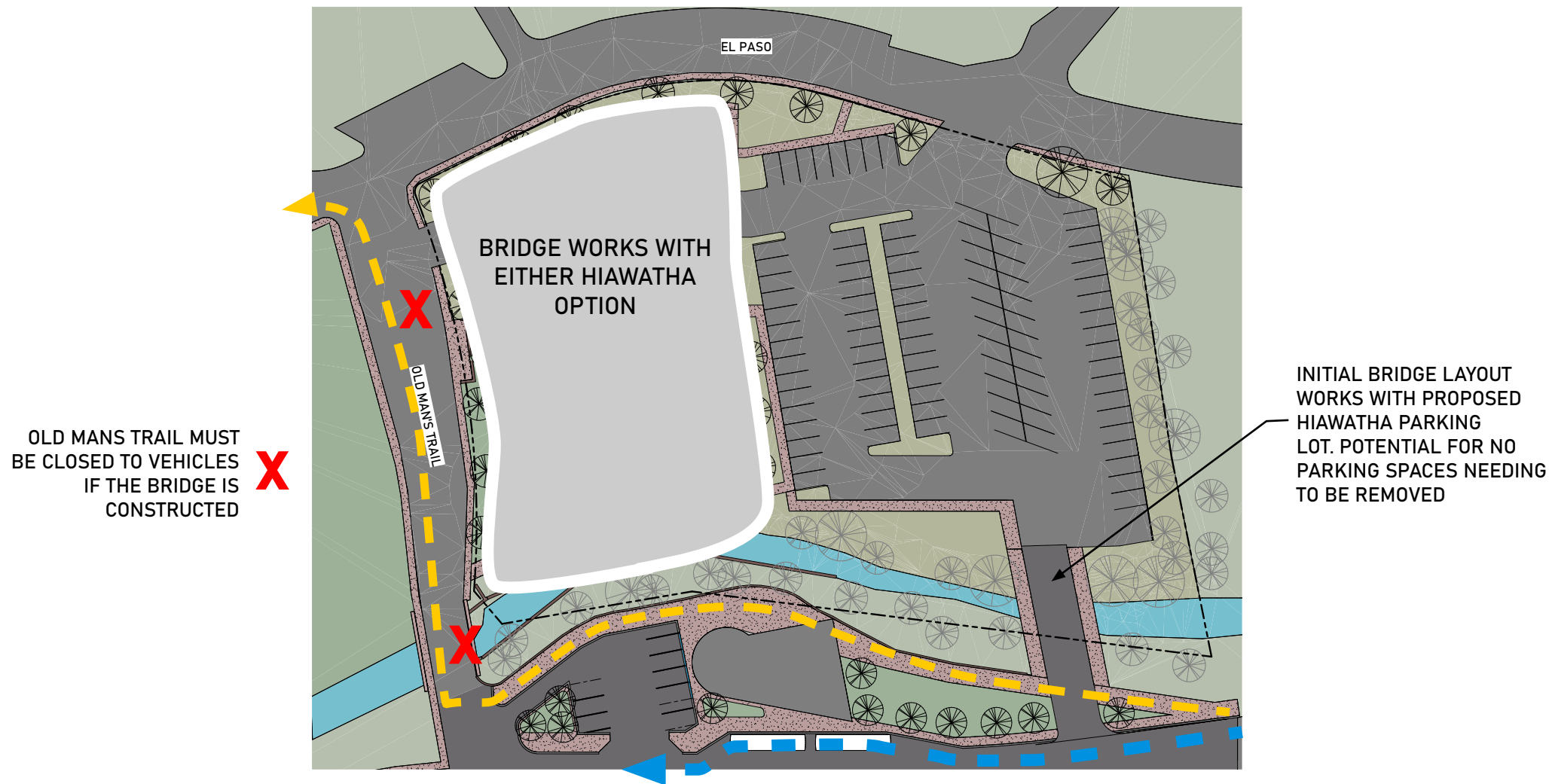
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK - BRIDGE IMPACT ON HIAWATHA GARDENS



CITY COUNCIL WORK SESSION

2024-12-03

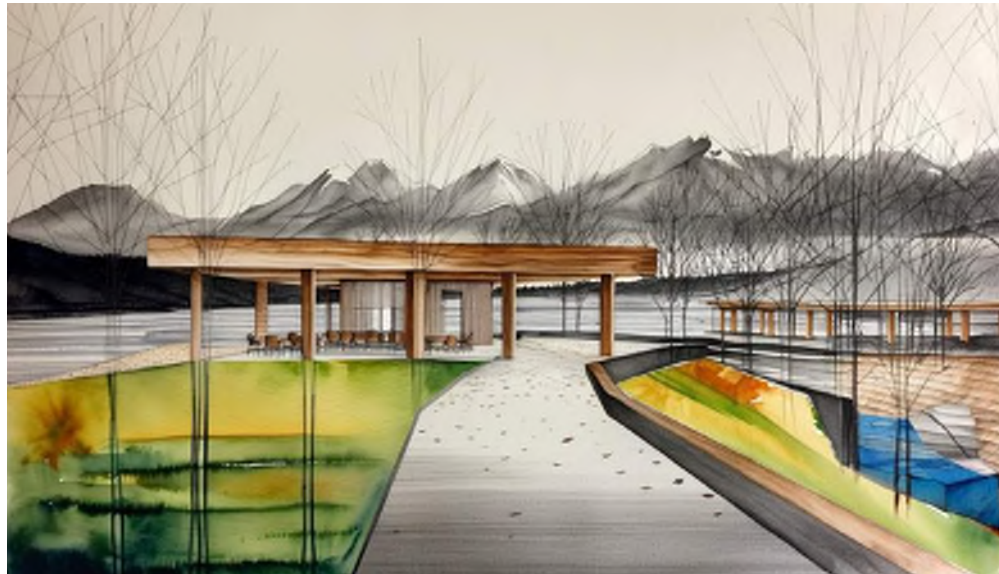
ESTIMATES

Option 1 - Bus Pull Off

Total with 15% Contingency and 4.32% Escalation: **\$2,716,282**

Vehicular bridge (Steel Beam): **\$829,689**

Combined Total: **\$3,545,971**



~~Option 2 - Bus Turn Around~~

~~Total with 15% Contingency and 4.32% Escalation: **\$3,078,117**~~

~~Vehicular Bridge (Steel Beam): **\$829,689**~~

~~Combined Total: **\$3,907,806**~~



CITY COUNCIL WORK SESSION

2024-12-03

ESTIMATES

50' Pedestrian Bridge (not shown in options): \$156,000



CITY COUNCIL WORK SESSION

2024-12-03

HIAWATHA GARDENS DANCE HALL																								
	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26	June-26	July-26	August-26	September-26	October-26	November-26	December-26
Design Meetings																								
Taskforce Update																								
City Staff Check In																								
Historic Preservation Comission																								
City Council Update																								
Community Update																								
Dillon Parking Anticipated Opening																								
Submittal																								
Design & Procurement - Hiawatha Gardens																								
Contract Discussion																								
Schematic Design																								
Design Development																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Construction Documents																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Design & Procurement - Chase Bank Site																								
Cahse Bank - SD																								
Chase Bank - DD																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Chase Bank - CD																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Addendum (As needed)																								
Concept Design Deliverable																								
Schedule portion to be eliminated if possible																								

RFP 2025-005 - City of Manitou Springs, Architectural and Engineering
Design Services for: Hiawatha Gardens Restoration and Design

QUALIFICATIONS FOR

City of Manitou Springs – Hiawatha Gardens Restoration and Design

17 March 2025



PHOTO:
University of Colorado Boulder, Farrand Field

1

Cover Letter/ Letter of Interest



PHOTO:
Davis Partnership Architects Offices

17 March 2025

Ms. Erin Ringsred, Planner and Landscape Architect
City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO



RE: Hiawatha Gardens Restoration and Design
RFP 2025-005

Dear Ms. Ringsred:

On behalf of Davis Partnership Architects, please find the enclosed proposal demonstrating our qualifications to lead the architectural and engineering team for the Restoration and Design of Hiawatha Gardens. We have coalesced a team of experts specific to the needs of this project, supplementing our well-established interdisciplinary practice of architects, landscape architects, interior designers, and signage and experiential designers. The strengths of our team in historic preservation, adaptive re-use, green stormwater infrastructure, floodplain mitigation, and civic space development offers significant value for the City of Manitou Springs. The opportunity to apply those strengths and passions on the Hiawatha Gardens Restoration motivates our team to partner with you on its delivery. We trust our proposal exhibits the experience, expertise, and approach that places the City in a position of success for realizing its vision for Hiawatha Gardens.

On a personal note, Justin DiPietro is excited by the opportunity to again work with the City of Manitou Springs and contribute to the restoration of another enriching, community-centered space. Justin was Project Manager and led the consultant team for the design, documentation, and construction administration of Phase 1 of Soda Springs Park at a previous firm. He also led the design and documentation efforts for phase 2 of Soda Spring Park until establishing his current role as Director of Landscape Architecture at Davis Partnership. Justin was humbled to share a special evening with Gillian Rossi in accepting an ASLA award for phase 1 of Soda Springs Park.

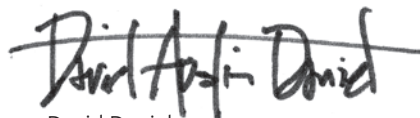
The opportunity to collaborate with the City of Manitou Springs to reinvigorate Hiawatha Gardens and deliver this important civic space is inspiring for our team. We at Davis Partnership often talk about the relationships we build with our clients through close collaboration and delivery of successful projects. We hope that this might be an opportunity to introduce the City to Davis Partnership, earn your trust, and deliver a project that can enrich the lives of the Manitou community.

Sincerely,

Davis Partnership Architects



Justin DiPietro, PLA, ASLA
Director of Landscape Architecture



David Daniel, AIA
Principal

DENVER OFFICE

2901 Blake Street,
Suite 100
Denver, Colorado 80205
TEL (303) 861-8555
davispartnership.com

POINT OF CONTACT

Justin DiPietro
TEL (303) 861-8555
justin.dipietro@
davispartnership.com

davispartnership.com

ARCHITECTURE

**LANDSCAPE
ARCHITECTURE**

PLANNING

INTERIOR DESIGN

LIGHTING

WAYFINDING

design always

Firm Information



PHOTO:
The Colorado Health Foundation

Davis Partnership Architects

ROLE
Architecture,
Landscape Architecture,
and Interior Design

For more than 55 years, Davis Partnership Architects has been providing innovative design solutions and earning the trust and respect of our clients and peers alike. The result is an innovative and influential practice, with specialization in architecture, landscape architecture, interior, lighting, and signage design. The firm's integrated approach attracts commissions for a wide range of building types nationally, including commercial, hospitality, multifamily residential, mixed-use, healthcare, higher education, and cultural facilities. Our staff of 145+ strives to understand each client's unique needs and then deliver a solution that successfully integrates the building, its site, and the interiors into a singular, sustainable solution.

Davis Partnership Architects prides itself on being one of the last large independent firms in the Rocky Mountain West. The fact that 90% of our clients are repeat customers is a testament to our long history of outstanding service and performance.

Over this tenure we have received numerous awards and recognitions, including being named "Firm of the Year" by both AIA Denver and Colorado, and the AIA Colorado Innovative Practices Award. Our projects have also graced numerous magazine covers and been featured in local, national, and global publications.

Our Why Statement

Together we are driven to create places that inspire, elevating the joy and dignity of the human experience.

57 **Years in Business**

DEN **Office**
 2901 Blake Street, Suite 100
 Denver, Colorado 80205

145 **Professional Staff**

750 M **in Construction Cost Completed Annually**

91% **Repeat Clients**

7 **Integrated Services**

- Programming
- Master Planning
- Architecture
- Landscape Architecture
- Interior Design
- Lighting Design
- Signage + Experiential Design

250+ **LEED Projects**



Our History

Davis Partnership Architects and its predecessors shaped many of Denver's most prominent landmarks. The legacy began in 1892, when William E. Fisher opened an architectural practice in downtown Denver. In 1905 he was joined by his brother, Arthur A. Fisher, and over the next five decades the firm of Fisher and Fisher grew to become one of the largest and most influential architectural firms in the region, securing prominent commissions including National Jewish Hospital, the Neusteter Department Store, South High School, and major renovations to the Brown Palace.

In 1947 Rodney S. Davis joined the firm, and it was renamed Fisher & Davis in 1959 and continued to secure prominent commissions. In 1967, Rodney S. Davis & Associates was formed and became Davis Partnership Architects in 1980.

Notable Work Over the Years



L. M. Hughes House



Colorado National Bank



B'nai B'rith Infirmary



Littleton Hospital



Du Ritchie Center for Sports and Wellness



Colorado Health Foundation Headquarters



McPhee and McGinnity Building Addition



Voorhees Memorial



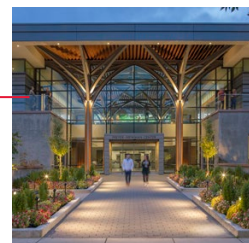
Byron G. Rogers Federal Building



The New Elitch Gardens



Hamilton Building at the Denver Art Museum



Freyer-Newman Center at Denver Botanic Gardens



Litigation

Davis Partnership Architects completes on average \$45 million of design and construction for a wide variety of clients each year. We have one of the lowest litigation/claims experience in the industry. Our approach to claims is to proactively resolve all issues as they arise in a fair and equitable manner. We are very proud that over the last 10 years we have participated in \$424M worth of total revenue and our insurance claims have amounted to only 0.8% of that total.

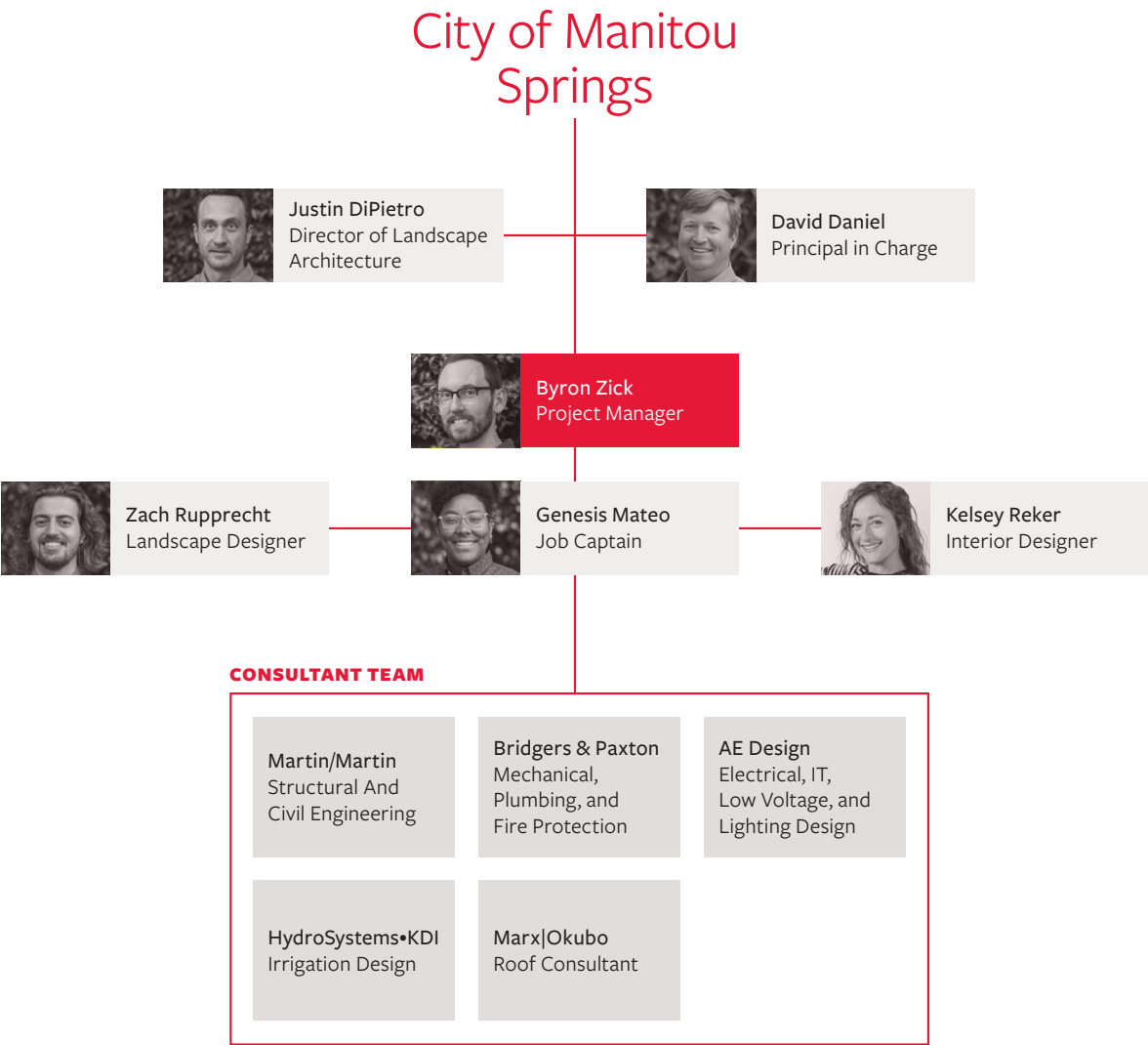
Date	Notice	Description	Status
5/10/2016	Notice of Potential Claim	Peloton Condominium Association – Boulder, Colorado Claim letter for alleged construction defects and deficiencies. No design issues identified.	Closed 9/12/2019 Share of Settlement \$616,036 Paid in arbitration
9/19/2016	Notice of Potential Claim	The Residence of Solaris Condominium Association – Vail, Colorado Claim letter defects of the domestic hot water and recirculation system in some condominium units. Davis Partnership asked to be dismissed from the list of defendants as the systems were not under our responsibility or contract.	Closed 9/25/2017 \$463 Paid
7/20/2017	Notice of Potential Claim	CRMC – Cheyenne, Wyoming Email notice for potential claim related to seamless flooring adhesive failure at Cheyenne Regional Medical Center. Result was a shared settlement.	Closed 10/30/2020 Share of Settlement \$451,200 Paid in arbitration
12/5/2019	Notice of Potential Claim	Modera West – Denver, Colorado Client concerned about contractor completing on time.	Closed 2/14/2024 \$2,341,247 Paid
8/11/2020	Lawsuit by Buyer Against Seller (included Contractor and Design Consultants)	Trovita Rio LLC (Buyer of Apartment Building) Suit alleging negligent misrepresentation and breach of covenant. Settled by Mediation.	Closed 3/22/2023 \$58,643 Paid

3

Availability of Proposed Team



PHOTO:
Freyer-Newman Center at the Denver Botanic Gardens



**Davis
Partnership
Architects**



David Daniel AIA
Principal-in-Charge, Partner

David's expansive portfolio includes institutional, civic, commercial, hospitality and residential projects in both ground-up as well as historically sensitive adaptive-reuse contexts throughout the Rocky Mountain West. This includes leading the design of many of the region's most recognized projects. His eagerness to solve complex programmatic and planning problems is complemented by his dedication to maintaining the highest level of design quality that is not only a source of motivation for his peers but instills a sense of confidence in each of his clients. David finds his satisfaction in successful multi-disciplined team efforts of well planned, designed, and executed projects that stand the test of time from master planning through completion.

Education

Master of Architecture,
University of Colorado
at Denver

Bachelor of Architecture,
University of Virginia

Registration

Licensed Architect:
Colorado, Arizona, Arkansas,
Connecticut, Michigan,
Nevada, New Jersey,
Oregon, South Carolina,
Utah, Washington

Affiliations

American Institute of
Architects (AIA)

Representative Work

The Colorado Health Foundation
Denver, Colorado

- 34,000 sf office building
- "Health-positive" design
- WELL standards

**Denver Botanic Gardens
The Center for Science,
Art & Education**

- 44,500 sf of new construction
- 13,500 sf of renovation

Judi's House / JAG Institute
Aurora, Colorado

- 26,000 sf new construction
- of family grieving center

**The Historic Evans
School Masterplan**
Denver, Colorado

- Historic redevelopment in Golden Triangle neighborhood aimed to revitalize the school and inject mixed uses

Colorado Springs Fine Arts Center*
Colorado Springs, Colorado

- Museum expansion and renovation of historic structure
- 28,000 sf existing
- 45,000 sf new

West Side Project
Greeley, Colorado

- 350-key hotel, 18,000 sf conference center, fitness center, restaurant, and rooftop bar
- 65,000 sf indoor water park with 10,000 sf arcade, food court, climbing feature, party rooms, pub, and beer garden
- Celebration plaza with water features and an amphitheater

One River North
Denver, Colorado

- 193 luxury apartments, 246,500 sf
- Residential, retail, amenity deck with pool, fitness, clubroom and garage
- Signature biophilic "canyon" feature

11th and Cherokee
Denver, Colorado

- 291 apartments, 23-stories
- Residential, retail, and garage

Amacon Block 176
Denver, Colorado

- Two highrise towers (38 and 32 stories) on a single podium
- Residential, retail, and garage

The Dryden
Denver, Colorado

- 420 units, 715,000 sf
- 19 stories
- Residential, retail, and six-story garage

GID Broadway Station
Denver, Colorado

- 900 apartments, two 11-story buildings
- Residential, retail, and garage

The Broadleaf
Aurora, Colorado

- 375 apartments, seven stories
- Residential, retail, and garage

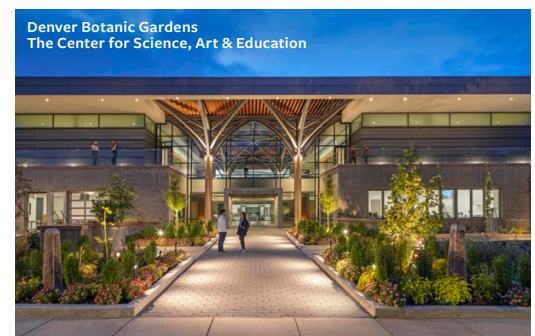
AML 8th and Broadway
Denver, Colorado

- 372 apartments, 607,000 sf
- 16 stories
- Residential, retail, and garage

**Stratos Condominiums
(Snowmass 10AB)**

- Snowmass, Colorado
- 90 luxury condominiums
- Two seven-story buildings with shared parking garage
- Passive house and net zero design principles

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Bachelor of Science of
Landscape Architecture,
Temple University

Registration

Licensed Landscape
Architect: Colorado, Arizona,
Connecticut, Delaware,
Idaho, Illinois, Indiana, Iowa,
Kansas, Maryland, Michigan,
Montana, Nebraska, Nevada,
New Mexico, New York, North
Carolina, North Dakota,
Ohio, Oregon, Pennsylvania,
South Carolina, South
Dakota, Tennessee, Texas,
Utah, Virginia, Washington,
West Virginia, Wyoming

Affiliations

American Society of
Landscape Architects (ASLA)

Urban Land Institute

Awards

**2023 ASLA Award (co/wy)
for Soda Springs Park:
A Revitalized Beginning**

**2024 ASLA Award (PA/DE) for
Sora West: A Community
Vision for a multi-use
development**

**2023 ASLA Award (co/wy) for
Aims Community College:
Campus Transformation**
**2016 Community Design
Collaborative for Outstanding
Team: recognizing exemplary
interdisciplinary collaboration
on Blaine Academic Plus:
Conceptual Design for
Schoolyard Greening**

**2010 ASLA Award (PA/DE) for
Midtown Crossing at Turner
Park**

Justin DiPietro PLA, ASLA

Director of Landscape Architecture

Justin DiPietro brings first-hand Manitou Springs experience, delivering the ASLA Award-winning Soda Springs Park (Phase 1) as project manager with a previous firm. Now established in the Director role at Davis Partnership, Justin is thrilled by the opportunity to again work with the City. He brings deep experience in civic and community-focused work, and a highly collaborative style of engagement with design teams, clients, and stakeholders. The results are projects that provide a seamless user experience between site and structure, vested clients, and enriched communities. Justin's approach to site design is rooted in local context and influences, using an environmentally sensitive perspective to stitch to projects into the surrounding landscape. He believes the design process starts with the client and stakeholders, evolves through the visioning and documentation phases, and continues through the execution of construction. His fulfillment comes from genuine collaboration and projects that enrich the lives of individuals and communities.

Representative Work

Soda Springs Park*

Manitou Springs, CO
– Phase 1 renovation to beloved park
space at heart of Manitou Springs
– Complete: September 2022
– Role: Design collaborator
and Project Manager
– ASLA Award

Lovett Library Park*

Mt. Airy, PA
– 3.5 acres of community space
in conjunction with Library
addition and renovation
– Complete: October 2017
– Role: Design lead and project
manager for site scope

**Schuylkill River Trail,
South to Christian***

Philadelphia, PA
– .25 mile, \$5M, public waterfront
trail and land restoration of
former industrial site, including
two overlook plazas
– Complete: January 2018
– Role: Design lead and
project manager

**Aurora Southeast
Recreation Center***

Aurora, CO
– Outdoor gathering space,
plazas, group exercise terrace
and landscape improvements
associated with \$42MIL,
77,000 SF recreation center
on 600 acre open-space site
– Complete: 2023
– Role: Design lead and project
manager for site scope

**Schuylkill River Trail,
Bartram's to 61st Street***

Philadelphia, PA
– \$4.8M, public waterfront
trail and land restoration of
former industrial site, including
overlook and a fishing plazas
– Complete: November 2021
– Role: Design lead
– Governor's Award for
Environmental Excellence 2023

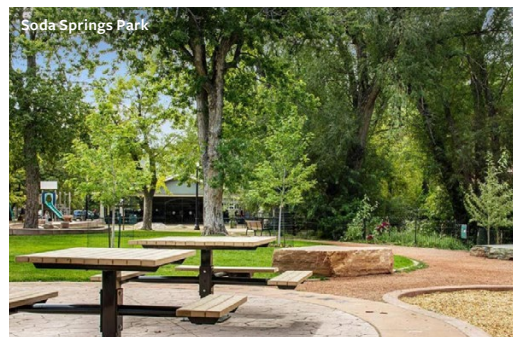
Western Colorado University

– Accessible Routes*
Gunnison, Colorado
– Cost: \$1.3M
– Improvements to enhance
pedestrian accessibility
and connectivity at various
locations throughout campus
– Complete: 2021
– Role: Design lead and
project manager

University of Delaware

– Alumni Circle*
Newark, Delaware
– A tribute to alumni recognized
for academic and civil service
achievements, integrated
into historic 'Old' campus
– Complete: Fall 2018
– Role: Design lead and
project manager

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Byron Zick AIA, LEED AP

Project Manager, Associate

Byron is a skilled architect with a passion for design, understanding how to translate a clients vision into a functional and engaging environment. He is adept at collaborating with his team to solve complex design issues and bring innovative concepts to reality, on time and on budget. Byron's detail-oriented approach and amiable personality are consistently noted as key to the success of his projects which have included multi-family, commercial, mixed-use, and adaptive reuse.

Representative Work

Education

Master of Architecture,
University of Idaho

Bachelor of Science in
Environmental Design,
University of Oklahoma

Registration

Licensed Architect: Colorado

Affiliations

American Institute of
Architects (AIA)

Certifications

LEED Accredited Professional

Anythink Nature Library
Thornton, Colorado
– 33,000 sf nature library
– 15-acre site on an 140-
acre open space

**Westminster On-Call
Master Planning**
Westminster, Colorado

**Russell House - Evans &
Bannock Apartments**
Denver, Colorado
– 283 units
– 3000 sf restaurant

The Linden Apartments
Denver, Colorado
– 183 luxury apartments
– Nine stories with a 199-stall,
three-story parking garage
– 300,000 sf

Russel House Mixed-use
Denver, Colorado
– 283 market-rate apartments
– Seven stories with a 303-stall,
two-story parking garage
– 400,000 sf

100 Capital Partners
Denver, Colorado
– Office renovation

Westminster Ascent Apartments
Westminster, Colorado
– 255 units
– 23,000 sf retail/restaurant
– LEED Silver

Westminster Aspire Apartments
Westminster, Colorado
– 226 units
– 36,000 sf retail/restaurant
– LEED Silver

Crescent Rio
Tempe, Arizona
– 209 luxury apartments
plus live/work units
– Five stories with a 380-stall, five-
story precast parking structure
– Pool courtyard, two amenity
courtyards, club room, fitness
center, and rooftop terrace
– 375,000 sf

75 East 20th Avenue Condominiums
Denver, Colorado
– 12-story condominiums
– WELLv1 Gold + Energy Star

**Colorado Christian University
Anschutz Student Center**
Lakewood, Colorado
– 600-seat dining hall
– 55,000 sf
– Administrative offices, health
and wellness center

French 75
Denver, Colorado
– 3,567 sf restaurant and bar
– Private dining room and
open kitchen concept

1600 Glenarm Lobby Renovation
Denver, Colorado

**Grand River Canyon
Clubhouse Renovation**
Colorado Springs, Colorado
– Clubhouse renovation

TAVA Waters Clubhouse Renovation
Denver, Colorado
– Clubhouse renovation

Trinity Groves*
Dallas, Texas
– Mixed-use adaptive reuse
with retail and restaurant
– 46,000 sf

Music Row Apartments*
Nashville, Tennessee
– Five-story apartments with
above podium parking

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Genesis Mateo **Assoc. AIA**

Design Professional, Job Captain

Genesis is a design professional with experience in and out of the construction site. Her time at Davis Partnership has been built on her previous military experience leading construction teams and bringing design intents to life. Genesis enjoys providing quality design throughout her projects, whether mixed-use, commercial, or multi-family. Her interest in each project phase and willingness to immerse in each project is evidenced in positive project outcomes.

Representative Work

Education

Master of Science
Interior Architecture,
Jefferson University

Bachelor of Fine Arts
Graphic & Interactive
Design, West Chester
University of Pennsylvania

Affiliations

American Institute of
Architects (AIA)

National Organization of
Minority Architects (NOMA)

**Community
Involvement**

National Organization of
Minority Architects (NOMA)

The Linden Apartments
(5th & Lincoln)
Denver, Colorado
261,097 sf
– 183 units, 9 stories, 199 stalls

Amara (40th & Walnut)
Denver, Colorado
– 305 units, 16 stories, 282 stalls
– Ready to break ground

GID Broadway Station
Denver, Colorado
– 2 buildings
– 788,807 sf residential,
4,837 sf retail, 568 units,
12 stories, 530 stalls
– 647,350 sf residential, 3,724 sf retail,
462 units, 12 stories, 378 stalls

Stratos Residential
Collection (Snowmass)
Snowmass Village, Colorado
– 89 units, 7 stories (2 bldg), 87 stalls

U.S. Corps of Engineers,
Office Renovations (details
not disclosed due to
security concerns)*
Camp Arifjan, Kuwait
– Completed 2017

U.S. Corps of Engineers,
Barrack Construction*
Kandahar, Afghanistan
– 52 units
– Completed 2017



*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**

Kelsey Reker **NCIDQ, IIDA**
Interior Designer



Education

Bachelors of Science
Degree in Interior Design
Technology (CIDA Accredited
Design Program), Indiana
University – Purdue
University of Indianapolis

Affiliations

Professional Member of
the International Interior
Design Association (IIDA)

Certifications

NCIDQ Certified

Awards

2023 Patcraft's School of the
Future Award – Westfield
Early Childhood Center

Kelsey Reker came to Davis Partnership in 2021 with a strong background & passion for design. She has helped design countless elementary, middle & high schools that have all made a huge impact on their respective communities. Since working at Davis, Kelsey has tremendously expanded her experience while deep diving into the multi-family, healthcare, and civic markets. She will be the first to tell you that she is always up for a challenge, as continuing to learn from her peers is one of her favorite things.

Kelsey's keen eye for color & finishes has allowed her to become a reliable resource in the Interiors Studio. Not only is she an approachable colleague, but she loves nothing more than seamlessly working through any & all design issues through thoughtful communication and team collaboration. She thrives at bringing her clients' wants & needs to life through vivid Sketchup renderings & excels at technical documentation in Revit. You can see her undeniable passion for design come to life through her projects & client interactions.

Representative Work

HIGHER EDUCATION

The Archive, Yale University
Student Housing
New Haven, CT
– 808 Chapel St and 848 Chapel St

North Carolina Agricultural and
Technical State University
Williams Dining Hall
Greensboro, NC

Adams State University
Central Technology Building
Alamosa, Colorado

Calvin University - Dining Hall
Grand Rapids, MI
– Interior Design
– New Dining Hall with various
food service vignettes

FURNITURE

The Dorsey
Denver, CO
– Furniture/Accessory/Art
procurement for indoor/outdoor
amenity spaces & model units

Modera Golden Triangle
Denver, CO
– Furniture procurement for indoor
& outdoor amenity spaces

3000 Huron
Denver, CO
– Furniture procurement for indoor
& outdoor amenity spaces

K-12 EDUCATION

Van Buren Elementary*
Plainfield, IN
– Interior Design & Furniture –
renovation of corridor, restroom,
classroom, & library spaces

Plainfield Community
Middle School*
Plainfield, IN
– Interior Design & Furniture
– New addition (189,261 sf) &
renovation (10,310 sf) of library,
STEAM Idea Lab, classrooms,
restrooms, staff technology
& 2-story grand corridor
with student commons

Deer Creek Elementary*
Noblesville, IN
– Interior Design & Furniture
– New construction, 2-story K-4
ES with neighborhood style
classroom areas (102,787 sf)

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Bachelor of Landscape
Architecture, Iowa
State University

Awards

2021 ASLA Merit Award
2nd Place, AIA Iowa Convention
Emerging Professionals
Competition,

Experience

6.5 Years Experience (2009)

4 years with Davis
Partnership (2021)

Zach Rupprecht

Landscape Architectural Intern

Zach Rupprecht is a highly motivated and passionate designer intrigued by spaces that create place attachment, build a sense of community, and evoke pro-environmental behaviors. His enthusiasm and hands-on experience contribute to all levels of a project, from high-level spatial planning to detailed constructability. Zach enjoys the challenges of tackling design within constraints and advancing the ideas of clients and project teams. He also prioritizes sustainable practices where possible to maximize the resiliency of designs. As part of the landscape architectural team at Davis Partnership, Zach has provided design support on several project types; including commercial, mixed-use residential, higher education, and healthcare.

Representative Work

COMMERCIAL

NREL RAIL
Golden, Colorado
– Site Design
– Construction Documentation
and Administration

HEALTHCARE

Inner City Health Center
Denver, Colorado
– Site Design
– Regulatory
– Construction Documentation
and Administration

Intermountain Health –
Lutheran Medical Center
Replacement Hospital
Denver, Colorado
– Site Design
– Construction Documentation

Acadia Health – Westminster
Westminster, Colorado
– Planting Design
– Regulatory

Aurora Mental Health Center
Aurora, Colorado
– Master Plan
– Site Design
– Entitlements

MIXED-USE / RESIDENTIAL

The Broadleaf
Amenity Deck, Courtyard
and Streetscape
Aurora, Colorado
Planting design
Construction Documentation

Modera Golden Triangle
Amenity Deck and Streetscape
Denver, Colorado
– Regulatory
– Construction Documentation
and Administration

The Hunter Apartments
Amenity Deck and Streetscape
Colorado Springs, Colorado
– Site Design
– Planting Design
– Regulatory
– Construction Documentation
and Administration

EDUCATION

University of Denver
Kennedy Mountain Campus
Red Feather Lakes, Colorado
– Due Diligence
– Pre-purchase
– Phase One Short Interval
Improvements



*Experience prior to joining Davis Partnership Architects





Martin/Martin

Martin/Martin is a civil and structural consulting engineering firm supported by related services in survey, investigative engineering, and construction management. We have extensive experience designing and planning state, regional, community, and federal parks and open spaces, many of which **feature housing, restrooms, visitor’s centers, bridges, trails, campgrounds, roadway access and parking, transit centers, recreation areas, playgrounds, picnic areas, and swimming pools, often with the need for our in-house floodplain permitting and map revision support.** Our experience in a variety of environments has enhanced our understanding of the importance of preservation and an engineered design to match the aesthetic, environmental, and conservation requirements of each project. During the course of our work, we strive to provide unique approaches to the technical criteria involved while minimizing environmental impacts on our forests, grasslands, waters, and other resources.

ROLE Structural and Civil Engineering

Select Relevant Experience

- City of Manitou Springs Hiawatha Gardens Historic Preservation
Manitou Springs, CO
- Colorado Parks and Wildlife (CPW)
Bear Creek State Park Visitor Center
Infrastructure Planning
Lakewood, CO
- City and County of Denver (CCD)
City Park Golf Course Regional Flood Control and Water Quality Facility
Denver, CO
- CCD 16th Street Mall Reconstruction
Denver, CO
- CCD Wellshire Inn Gable Wall
Assessment and Repair
Denver, CO
- Vail Recreation District
Lionshead Transit Center
Vail, CO
- National Park Service (NPS) Glacier
National Park Apgar Transit Center
West Glacier, MT
- NPS Timpanogos Cave National Monument Vault Restroom
American Fork, UT
- NPS Great Basin National Park Lower Lehman Campground and Bristlecone Parking Lot
Baker, NV

Martin/Martin

Peter S. Buckley PE

Principal, Civil Engineering



Peter has experience in the various phases of civil engineering design and is a proven and successful project manager. He is a seasoned civil engineer with 23 years of progressive site development, project engineering, and management success. He specializes in parks and sites, mixed-use, retail, hospital/healthcare, university, K-12, and residential developments with both structured and surface parking solutions. Peter is an organized manager focused on exceeding client expectations, professional document preparation, and delivery. He is able to provide good judgment and coordinate resources to accomplish project goals on time and within budget. He enjoys building long-term relationships with clients; his drive and success is fueled by working on unique and exciting projects.

Education

BE, Civil Engineering
University of Wollongong,
Australia, 2001

Registration

Professional Engineer
CO No. 40671

Affiliations

American Society of
Civil Engineers

Experience

23 Years in Industry
23 Years with Martin/Martin

Representative Work

University of Denver James C.
Kennedy Mountain Campus
Red Feather Lakes, CO

Arkins Promenade
Denver, CO

Rolland Moore Park
Fort Collins, CO

Pleasant View Community Park
Golden, CO

The Bay Aquatics Park Phase 4
Broomfield, CO

Berthoud Arboretum
Berthoud, CO

Gold Strike Park
Arvada, CO

Perry Park Country Club Master Planning
Larkspur, CO

University of Colorado Colorado
Springs Stanton Roundabout
Colorado Springs, CO

Auraria Higher Education Center Tivoli
Quadrangle Phase 1 and 2
Denver, CO

Town of Castle Rock Lost Canyon
Open Space Master Plan
Castle Rock, CO

Montava Mixed-Use Development Master Plan
Fort Collins, CO



Martin/Martin

Ryan D. Byrne PE, CFM, LEED AP

Principal, Civil Engineering, Floodplain Engineering



Education

BS, Civil Engineering
Colorado State
University, 2007

Registration

Professional Engineer
CO No. 45903

Certified Floodplain Manager

LEED Accredited Professional

Affiliations

Association of State
Floodplain Managers

Experience

17 Years in Industry
17 Years with Martin/Martin

Ryan has spent his 17-year career providing hydrology and hydraulic analysis and design services throughout Colorado. His extensive experience has made him a proven resource for his clients, who rely on his knowledge and skills to achieve exceptional results. Ryan's diverse portfolio includes analysis and design implementation for culverts, bridges, natural channel design, custom hydraulic structures, storm sewer outfalls, aggradation and degradation mitigation, and riverine scour countermeasures. Ryan's extensive experience has given him a unique understanding of the Federal Emergency Management Agency (FEMA) map change and local floodplain permitting process, enabling him to streamline project delivery. He is known for working closely with federal, state, and local municipalities to deliver an equitable solution for stakeholders, making him a trusted partner for projects.

Representative Work

West Fork of Second Creek Stream
Improvements and Regional Trail
Denver, CO

City and County of Denver City Park Golf Regional
Flood Control and Water Quality Facility
Denver, CO

Hoffman Way Parallel Drainage System
Thornton, CO

Soda Creek Drainage Crossing
Summit County, CO

Rock Creek Drainageway H Improvements
and Low-Water Crossings
Lafayette, CO

City of Aurora Colorado Rapids Youth Soccer
Club Gates South Field Bridge Replacement
Aurora, CO

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

Lone Tree Golf Course Cart Path
Underpass Improvements
Lone Tree, CO

High Point Blvd at West Fork of Second Creek Bridge
Denver, CO

US Air Force Academy Tri-Intersection Bridge
Colorado Springs, CO



Martin/Martin

J. Matthew Dezort PE

Associate, Structural Engineering



Matt's expertise includes structural design for reinforced, cast-in-place, precast, and/or reinforced post-tensioned concrete; structural steel; reinforced masonry; and wood. He regularly uses Building Information Modeling (BIM) and associated programs such as Architectural Desktop and Revit to clearly and visually depict his designs. Matt provides structural engineering services for numerous renovation projects for parks and recreation, bridges, higher education, healthcare, K-12, cultural facilities, and playground structures.

Education

BS, Architectural Engineering
University of Kansas, 2005

Registration

Professional Engineer
CO No. 44105

Affiliations

American Institute of
Steel Construction

Design-Build Institute
of America

AIA-AGC-ACEC Colorado
Liaison Committee (A3LC)

Experience

19 Years in Industry

19 Years with Martin/Martin

Representative Work

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

National Park Service (NPS) Rocky Mountain
(ROMO) Reconstruct Employee Housing
Grand County, CO

Foothills Parks & Recreation District
6th Avenue Park and Pool
Littleton, CO

NPS Jean Lafitte National Historical Park and Preserve
(JELA) Trail Improvements at Barataria Preserve
New Orleans, LA

Broomfield Community Center Reconstruction
Broomfield, CO

NPS ROMO National Park Moraine Park
Campground and Headquarters Utilities
Estes Park, CO

Jefferson County Dinosaur Ridge
Diversion Wall Inspection
Lakewood, CO

University of Denver James C. Kennedy
Mountain Campus Phase 1
Red Feather Lakes, CO

NPS Timpanogos Cave National
Monument Vault Restroom
American Fork, UT

University of Colorado Colorado Springs
Parking Garage and Recreational Field
Colorado Springs, CO



Martin/Martin



J. Logan Erf PE

Senior Project Engineer, Bridge Engineering

Logan has 13 years of experience providing bridge and structural design and inspection services for private and government entities. He has spent the last seven years focused specifically on bridge design and inspection including element-level inspections and pre-stressed design. National Bridge Inspection Standards (NBIS)-certified with Society of Professional Rope Access Technicians (SPRAT) rope access training for structural inspection, Logan has provided condition appraisals, load ratings, and prioritized maintenance needs for more than 3,000 minor structures and 140 full-scale bridges.

Education

BS, Civil Engineering –
Structural Emphasis
New Mexico State
University, 2013

Registration

Professional Engineer
CO No. 55837

CERTIFICATIONS

NBIS-Certified
Bridge Inspector

Bridge Inspections Team
Leader, State of Colorado

SPRAT Certified Industrial
Rope Access Training Level 1

NHI 130087 – Inspection
and Maintenance of Ancillary
Highway Structures

New Mexico State University
Safety Inspection of In-Service
Bridges Federal Highway
Administration (FHWA)
- Approved Course

Experience

13 Years in Industry
8 Years with Martin/Martin

Representative Work

US Air Force Academy Tri-Intersection Bridge
Colorado Springs, CO

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

UCHealth Greeley West Lot Pedestrian Bridge
Greeley, CO

University of Colorado East Campus Pedestrian Bridge
Boulder, CO

High Point Boulevard Bridge
Denver, CO

City of Englewood West Dartmouth
Bridge Construction Management
Englewood, CO

US Forest Service (USFS) Willow
Creek Bridge Replacement
Gunnison County, CO

National Western Stock Show Sheep
Bridge and Water Tower
Denver, CO

Great Smoky Mountains Railroad Bridge Evaluations
Bryson City, NC

Grand Canyon Railway 2017 Bridge Evaluation
Williams, AZ

Durango & Silverton Narrow Gauge
Railroad Bridge Ratings
Durango, CO

USFS Spring Creek Bridge 3 and 4 Replacements
Gunnison, CO



Martin/Martin



Nicole E. Lane PE, SE, LEED AP

Principal, Investigative Engineering, Historic Preservation

Nicole has 26 years of experience in structural design for a variety of facilities from different eras of construction. She specializes in feasibility studies, assessments, restoration, renovation, and adaptive reuse of historic structures. Nicole incorporates the requirements of the Secretary of Interior's Standards for Rehabilitation in her work and also provides comprehensive investigation, analysis, and repairs for structural failures and deterioration.

Education

BS, Architectural Engineering
University of Texas, 1999

Registration

Professional Engineer
CO No. 38116

Structural Engineer
UT No. 9187442-2203

LEED AP

Affiliations

Association for Preservation
Technology International

Association for Preservation
Technology – Rocky
Mountain Chapter

City of Lakewood Historic
Preservation Commission

Experience

26 Years in Industry

19 Years with Martin/Martin

Representative Work

City of Manitou Springs Hiawatha
Gardens Historic Preservation
Manitou Springs, CO

Colorado Parks and Wildlife Chatfield State Park
Precast Bathroom Structural Investigation
Littleton, CO

City of Aurora Plains Conservation Center
Aurora, CO

US Forest Service Shadow Mountain Village
Grand Lake, CO

Redtail Cabins Historic Structures Assessment
Gilpin County, CO

Bureau of Land Management
San Pedro House Structural
Assessment
Sierra Vista, AZ

Tomeo House Historic Structures Assessment
Louisville, CO

NPS Timpanogos Cave National
Monument Vault Restroom
American Fork, UT

City and County of Denver Wellshire Inn
Gable Wall Assessment and Repair
Denver, CO

Sloan's Lake Boardwalk Replacement
Denver, CO

Grant Street Mansion Renovation
Denver, CO

Wright Opera House Historic Preservation
Ouray, CO

Pitkin County Courthouse Renovation
Aspen, CO





Bridgers & Paxton

In 1951, two former Los Alamos Labs mechanical engineers, Frank Bridgers and Don Paxton, founded the company we know of today as Bridgers & Paxton Consulting Engineers. Over the last seven decades we've added electrical, fire protection, instrumentation & controls engineering and a range of other services like energy modeling, BIM and technology design.

B&P has grown to a company of over 135 employees, three offices (Colorado Springs, Albuquerque and Phoenix), and a well-respected reputation. We have pushed the boundaries of engineering and technology, starting with the world's first solar-heated commercial building in 1956. Today, we have 21 LEED Accredited Professionals with 110 LEED Certified Projects ranging from Certified to Platinum. As well, B&P has designed several CHPS Certified Schools to include Mapleton Public Schools and 2 High Schools in Pueblo currently under design.

Leveraging technology, our design team uses Autodesk Revit BIM (Building Information Modeling) to provide owners and teaming partners with 3D Design Modeling. This interactive software provides collision detection, saving both money and time. Our firm has 24 BIM Certified Professionals and designed 808 Projects in BIM, totaling over 25 million square feet of BIM Revit design.

Our Colorado Springs office was established in 2010 and currently has a team of 20 employees providing engineering design for K-12 schools, higher education, government, military, medical, hospitality, manufacturing and other commercial services.

Our Colorado office, led by Owner/Principal-in-Charge Steve Taylor, PE, includes 6 Licensed Professional Engineers. 3 Senior Mechanical Engineers, 2 Senior Electrical Engineers and a Senior Electrical Designer. Our team has 2 Revit Certified Professionals, 1 WELL Accredited Professional and 2 NCQLP Lighting Certified Professionals.

B&P has worked with the City of Manitou Springs, Colorado Springs, Pueblo, Castle Pines, Castle Rock and Aurora.

ROLE
Mechanical Engineering, Plumbing Engineering and Fire Protection

Select Relevant Experience

- City of Manitou Springs Mobility and Parking Facility
- City of Manitou Springs Pollination Station
- City of Colorado Springs City Administration Building Renovation
- City of Colorado Springs Public Works Building Renovation Concept
- City of Colorado Springs New Fire Station #24
- City of Colorado Springs Fire Station #25 Remodel & Addition
- City of Castle Rock Fire Station 156 & Fleet Facility
- City of Castle Pines New City Hall (Design)
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- City of Delta Armory Police Community Safety Center - D-B
- City of Lamar Public Safety Building Assessment and Renovation
- Colorado Army National Guard Alamosa New Readiness Center
- Jefferson County Conference Center
- Jefferson County General Office Remodel Master Plan
- Pueblo Municipal Justice Center PMJC Chiller/Boiler Replacement
- Pueblo West Metro District New Administration Building
- Adams State University Richardson Hall Renovation

**Bridgers &
Paxton**

Steve Taylor PE

Principal, Office Leader, Lead Mechanical Engineer



Steve Taylor is a Principal and Office Leader for B&P's Colorado Springs regional office. His project experience includes project management and mechanical engineering design for healthcare, commercial, industrial, and educational facilities. Steve's design experience includes: facility assessment studies, pre-design investigation, heating and cooling load calculations, traditional HVAC system design, energy efficient HVAC; medical and laboratory gas, process piping, heat recovery systems, central plant, Divisions 21, 22 & 23 specification editing, EMCS, sequence of operation editing, LEED documentation and submission, and IECC compliance verification. Steve has completed energy simulations and life cycle cost analysis for both LEED and non-LEED buildings.

Education

Bachelor of Science,
Architectural Engineering
Kansas State University

Registration

Licensed Colorado
Engineer #046750

Affiliations

Member, American Society
of Heating, Refrigerating and
Air-Conditioning Engineers
(ASHRAE), Member

LEED Accredited

Representative Work

City of Colorado Springs City
Administration Building Renovation

City of Colorado Springs Public Works
Building Renovation Concept

City of Colorado Springs New Fire Station #24

City of Colorado Springs Fire Station
#25 Remodel & Addition

City of Castle Rock Fire Station 156 & Fleet Facility

City of Castle Pines New City Hall (Design)

City of Pueblo Mineral Palace
Atrium HVAC Replacement

City of Delta Armory Police Community
Safety Center - D-B

City of Lamar Public Safety Building
Assessment and Renovation

Colorado Army National Guard
Alamosa New Readiness Center

Jefferson County Conference Center

Jefferson County General Office Remodel Master Plan

Pueblo Municipal Justice Center PMJC
Chiller/Boiler Replacement

Pueblo West Metro District New
Administration Building

Adams State University Richardson Hall Renovation

City of Aurora Three New Fire Stations #15 #16 #5

Norris Penrose Event Center

Widefield Water & Sanitation District
Admin Building City of Fountain

City of Colorado Springs Pioneer
Museum Gazebo Renovation

Cheyenne Mountain Zoo Giraffe Exhibit & Gift Shop

Cheyenne Mountain Zoo Edventure Building

Cheyenne Mountain Zoo Hippo Penguin Exhibit



AE Design

Who We Are & What We Do

At AE Design, we are passionate about making our clients’ lives easier through the design of unique integrated lighting, technology and electrical solutions. We achieve exceptional results through proactive collaboration, a focus on responsible design, and a people-centric culture grounded in expertise and high-touch service.

Our dedication to great design and our leading-edge solutions to even the most technical engineering challenges allow us to consistently maximize our clients’ long-term investment. We proactively keep up with new and current technology, and this firm-wide hunger for learning and delivering the very best solutions for our clients shines through on every project we design.

Why AE Design? - How We Cultivate Community

Over the last 21 years, AE Design has successfully delivered a wide range of community enrichment and park restoration projects with various scopes including amenities like pavilions, art installations, and trails. These projects respect the unique needs of their communities and the cultural significance of the areas, with energy savings planning and ease of upkeep always at the top of mind. Many involved consideration for neighborhood architectural styles, design of sustainable systems, and integrated lighting, electrical, and technology design into existing or historic structures.

We come to the table ready to listen with solutions that will uphold the design intent and support project goals and budgetary parameters. By keeping innovative, sustainable solutions at the forefront of everything we do, we believe our expertise sets us apart and makes us an ideal partner to aid in the restoration of Hiawatha Gardens.

ROLE

Services

- Lighting Design
- Electrical Engineering
- Audio / Video Design
- Technology Services
- Commissioning
- Theater Systems

AE Design



Education

University of Colorado,
Boulder
Bachelor of Science,
Architectural Engineering

Affiliations

Certified Commissioning
Authority

Illuminating Engineering
Society of North America

International Association of
Lighting Designers Member

LEED Accredited Professional

National Council of Examiners
for Engineering and Surveying

USGBC Member

WELL Accredited Professional

International Living Future
Institute Member

Jon Brooks PE, IALD, WELL AP, LEED AP BD+C, CXA

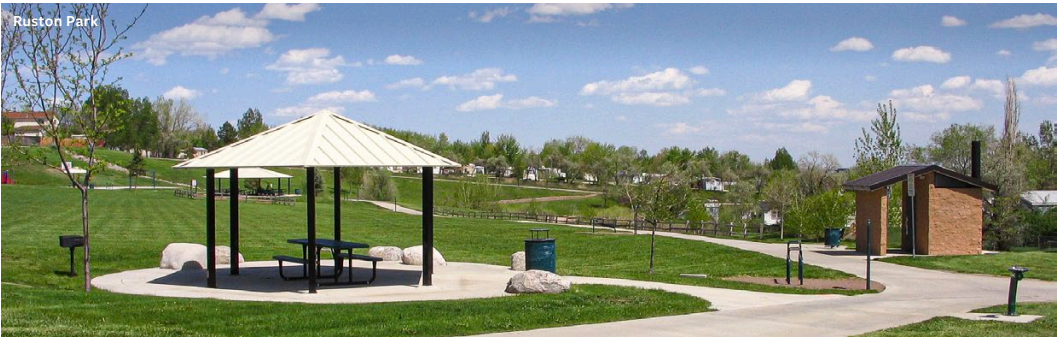
Principal

Jon Brooks has over 29 years of experience in the electrical engineering and lighting design fields and helped to found AE Design in 2004. He provides the expertise and coordination commitment required for lighting, power systems, and sustainable systems.

Energy savings are always top-of-mind and Jon applies strategies to reduce energy usage on every project even when not seeking certification such as LEED. His dedication to maintaining an up-to-date knowledge base on ever changing electrical technologies and standards provide the most appropriate solution for each project and owner.

Representative Work

John Meade Park Restroom, Cherry Hills, CO	NPS SCBL Visitor Center Historic Structure Report & Cultural Landscape Report, Scotts Bluff National Monument, NE
Milliken Park Restroom, Englewood, CO	Auraria Campus 9th Street Historic District Historic Structures Report, Denver, CO
NPS MEVE Restrooms, Mesa Verde National Park, CO	United States Air Force Academy Tri-Intersection Bridge, Colorado Springs, CO
NPS DEVA Bunkhouse, Restroom, and Parking Lot, Death Valley National Park, CA	High Point Boulevard & West Second Bridge, Denver, CO
Discovery Park Restrooms, Overlook, and Picnic Pavilion, Aurora, CO	McNichols Civic Center Public Space & Exhibit Renovations, Denver, CO
Bond Park Picnic Pavilion, Estes Park, CO	Everland Immersive Art Park, Salida, CO
Eisenhower Park Picnic Improvements, Denver, CO	Soda Springs Park, Manitou Springs, CO
Whirlpool Parking Lot Expansion, Aurora, CO	Erie Community Park Amenities, Erie, CO
NPS OZAR Big Spring Lodge and Cabins Historic Structures Renovations, Ozark National Scenic Riverways, MI	Prairie Lakes Open Space Master Plan, Brighton, CO
NPS GRCA Maswik Lodge Historic Structure Report, Grand Canyon National Park, AZ	



AE Design



Melina Saunders **EI, Assoc. IALD, LEED GA, CxA**

Senior Project Manager

Melina brings her creativity, devotion, and problem-solving skills to both her technical electrical designs and creative lighting designs.

Melina's strong commitment to the quality of the project shows through the accurate, timely and detailed coordination among the architectural team, interior team and project owner on every detail. She always works towards the optimal design: practical, energy efficient, and fitting the needs and goals of the client.

Education

University of Colorado,
Boulder
Bachelor of Science,
Architectural Engineering

Affiliations

Commissioning Accredited
Professional

International Association of
Lighting Designers Member

LEED Accredited Professional

USGBC Member

Representative Work

NPS DEVA Bunkhouse, Restroom,
and Parking Lot,
Death Valley National Park, CA

NPS TICA Restrooms, Timpanogos
Cave National Monument, UT

Horizon Uptown Development
Parks & Event Pavilion, Aurora, CO

Denver Pavilions Lighting
Design, Denver, CO

NPS GATE Jacob Riis Parking
Rehabilitation,
Gateway National
Recreation Area, NY

NPS OZAR Big Spring Lodge
and Cabins Historic Structures
Renovations,
Ozark National Scenic
Riverways, MI

NPS GRCA Maswik Lodge Historic
Structure Report,
Grand Canyon National Park, AZ

NPS SCBL Visitor Center Historic
Structure Report & Cultural
Landscape Report, Scotts Bluff
National Monument, NE

Colorado Asian Pacific United
Historic Marker & Mural
Lighting, Denver, CO

Auraria Campus 9th Street Historic
District Historic Structures Report,
Denver, CO

Centaur Village Patio & Art
Work Lighting, Lafayette, CO

E470 Plaza B Redevelopment,
Aurora, CO

Downtown Westminster Center
Park, Westminster, CO

Soda Springs Park,
Manitou Springs, CO

Delta Park, Greeley, CO

England Park Renovation,
Westminster, CO

Bear Creek Lake Park Master
Plan, Lakewood, CO





HydroSystems•KDI

ROLE **Irrigation Design**

HydroSystems was created in 1993 to meet the irrigation planning and design, water auditing and management, construction observation and management needs of the landscape industry in the Rocky Mountain Region. Hydrosystems started with a staff of two and grew to seven until August of 2002, when Hydrosystems and KDI Designs merged companies, in a need to increase the staff size to keep up with the ever-increasing demand of the irrigation industry. We moved our offices to Lakewood to accommodate the increased staff size, where we are currently located today. Today we have grown to a staff of ten and total over one hundred ninety combined years of experience in the irrigation system construction and design environment. We are uniquely qualified to meet the needs of our clients and project owners and HydroSystems•KDI is dedicated to provide a level of service and technical expertise in irrigation system design that is unmatched in the consulting industry.

Our staff currently consists of eight employees, all of which are irrigation system designers. HydroSystems•KDI, Inc. currently utilizes AutoCAD version 2021 for all planning and irrigation design efforts. We utilize our own irrigation design software that overlays onto ACAD, developed and design for our own internal use, by members of the staff. We also have GPS equipment that we use for basic spot surveys and GPS located as-built plans. Jill Bersano or Ken DiPaolo (CID) will act as the Principals in charge overseeing a designated Senior Associate for each individual project, who will then be responsible for assembling an internal team, scheduling, all planning, design and overall coordination issues as well as preparation of the project manual. Jill, Ken and the staff that are assigned to the project will attend all meetings with the Design Team. Tom Beall (CID) will handle any irrigation system pump and water feature mechanical system designs. Hugo Ochoa or Omar Vasquez will take care of all on-site inspections and John Keesen will handle all of the water management and audits, as well as some on-site inspections.

Personnel

Jill Bersano: President, Principal, Designer

Ken DiPaolo, CID: Vice President, Principal, Designer

Tom Beall, CID: Senior Associate, Designer, Water Feature Mechanical System Design, Irrigation System Pump Design

Amber Clark, CID, Texas Irrigator Lic., QWEL: Principal, Senior Associate, Designer

John Keesen, CLIA: Principal, Senior Associate, Designer, Water Audits, Water Management

Kameron Craig, Texas Irrigator Lic.: Associate, Designer

Hugo Ochoa, QWEL: Senior Associate, Field Personnel

Heater Carr: Associate, Designer

Tim Thorngate: Associate, Designer

Omar Vasquez: Associate, Designer, Field Personnel

Hydrosystems•KDI

Jill Bersano

President, Principal, Project Manager

Education

Red Rocks Community College – CAD Certification

Metropolitan State University of Denver – Bachelor of Science in Management

Affiliations

Member of IA (Irrigation Association), Level 2 Testing

Certified with Green Industries of Colorado

Certified with The Town of Castle Rock

QWEL, Qualified Water Efficient Landscaper

Mrs. Bersano is President and owner of HydroSystems•KDI and manages all irrigation system designs, planning, production, scheduling and construction observation work.

Mrs. Bersano began her career in 2000 at KDI Designs, specializing in contractor design-build irrigation projects. In August 2002, KDI Designs merged with HydroSystems and Mrs. Bersano assumed a project manager position in HydroSystems•KDI, Inc. In 2014, Mrs. Bersano became part owner of HydroSystems•KDI, Inc. and was Vice President until January of 2018 when she became the majority owner/President and has restructured the company, responsibilities and officers. She also assists in company management, operational functions, including bookkeeping and invoicing. Mrs. Bersano is a graduate of Metropolitan State University of Denver with a degree in Business Management.

Mrs. Bersano is a Principal of HydroSystems•KDI and acts as a Project Manager for select projects, specializing in large community developments and city projects.

Representative Work

Arista Broomfield, Colorado	Dry Creek Community Park Longmont, Colorado	Crystal Valley Ranch Castle Rock, Colorado
Backcountry Highlands Ranch, Colorado	Lake Minnequa Park Pueblo, Colorado	Westerly Creek Denver, Colorado
Wheatland's Aurora, Colorado	Prairie Center Commerce City, Colorado	Sterling Ranch Douglas County, Colorado
Southlands Aurora, Colorado	Parkfield Lake Park Denver, Colorado	C70 Cover Top Park Denver, Colorado
Erickson Wind Crest Highlands Ranch, Colorado	Castle Rock Adventist Hospital Castle Rock, Colorado	Barefoot Lakes Firestone, Colorado
The Meadows Castle Rock, Colorado	Midtown Adams County, Colorado	Looking Glass Parker, Colorado
Leyden Rock Arvada, Colorado	Colfax & Lipan Medians Denver, Colorado	Painted Prairie Aurora, Colorado
Ridgegate Lonetree, Colorado	Peoria Crossing Denver/Aurora, Colorado	Windler Aurora, Colorado
Adams County Government Center Brighton, Colorado	Amber Creek Thornton, Colorado	
Harvest Junction Longmont, Colorado	Rockinghorse Aurora, Colorado	

Hydrosystems•KDI

Ken DiPaolo

Vice President, Principal, Project Manager

Education

University of Colorado –2 years (General Studies)

Mechanical Drafting Certificate from Siebel School of Drafting

Affiliations

IA Certified Irrigation Designer – Golf Course Design

Mr. DiPaolo is Vice President and owner of HydroSystems•kdi and helps manages irrigation system design, planning, production, scheduling and construction observation work. Mr. DiPaolo began his career in irrigation as an irrigation designer at The Warner Company, a local wholesale supplier, in 1976. In 1988 The Warner Company sold out to Ferguson Enterprises and Ken opened a new wholesale irrigation supply business called Westurf Distributors. Ken was an operating partner and owner in Westurf Distributors until October 1999 when he sold the business to United Green Mark. Throughout the 23 years in the wholesale supply business Ken provided design-built irrigation designs at the contractor level. Ken developed several design programs that are still being utilized to educate Contractor’s in the Denver area. Ken also taught basic irrigation design and installation at Arapahoe Community College, in Colorado, for five years. In 2000, Ken opened a small irrigation design and consulting business called KDI Designs, specializing in contractor design-built irrigation projects. In August 2002, KDI Designs merged with HydroSystems and Ken became a co-owner in HydroSystems•kdi, Inc. As of February 2007, Ken has become the sole owner of HydroSystems•kdi and assumed all operations and management responsibilities of the company. Starting in 2014, Ken begun to transfer stock and ownership to Jill Bersano and named her Vice President. In January of 2018 Jill Bersano came the majority owner/President and has restructured the company, responsibilities and officers. Ken remains part of the ownership and holds the position of Vice President. This combination of the wholesale supply industry and design experience has given Mr. DiPaolo the unique qualifications to understand all aspects of irrigation system design.

Representative Work

Park Hill Golf Course
Denver, Colorado

Promontory in Greeley

170 (125 west to Huron Street) project for Colorado Department of Highways

Memorial Park for City of Arvada

Dick’s Sporting Goods Stadium and Soccer Complex - Commerce City, Colorado

Glendale Sports Complex - Glendale, Colorado

Denver Federal Center

Central Control Conversion
Lakewood, Colorado

Harvey Park & Pump
Denver Parks, Colorado

Civic Center

Park Redevelopment
Denver Parks, Colorado

Fred Thomas Park
Denver Parks, Colorado

Curtis Park
Denver Parks, Colorado

North Speer Blvd.
Irrigation Renovations
Denver Parks, Colorado

Golden High School
Golden, Colorado

RTD Light West Rail Line
Golden, Colorado

6th Ave & 125Renovations
Denver

Sterling Ranch
Douglas County

Washington Park
Denver Parks

HydroSystems•KDI

Amber Clark

Principal, Project Manager

Education

Associates of Science in Ornamental Horticulture – Mt. San Antonio College, Walnut, CA

Emphasis: Landscape Design and Construction, Nursery Management, Irrigation Design, Interior Landscaping

Civil Engineering Studies – Colorado School of Mines, Golden, CO

Horticulture Studies – Front Range Community College, Westminster, CO

Affiliations

Member, Irrigation Association

Certified Irrigation Designer (CID), Irrigation Association

Texas Irrigator License

Past Member, California Chapter, American Society of Landscape Architects

Past Member, California Chapter, American Horticultural Society

Past Member, Colorado Chapter, American Society of Civil Engineers

QWEL, Qualified Water Efficient Landscaper

Ms. Clark began her career designing landscapes for homeowners in California in 1998. Her designs included hardscape elements, landscape plans, irrigation systems, and landscape lighting. Her services included construction plans and consulting for homeowners. In 2002, Amber returned to the Denver area and continued designing while updating her education for the Colorado climate. In 2005 she joined the HydroSystems•KDI team as a Project Manager and began focusing on Commercial Irrigation Design. She specializes in rooftop and over structure designs. Ms. Clark is an Associate of HydroSystems•KDI and acts as a Project Manager for select projects. She also acts as an in-house Horticultural Consultant for other designers, analyzing the Landscape Architect’s plans to determine the design’s intentions and special requirements. She then assists in selecting of the most efficient application of water to match that specific design.

Representative Work

T-Mobile Arena
Las Vegas, NV

McGregor Square
Denver, CO

Several Urban Corridor Projects, including: 16th Street Mall Renovation, “Ambassador Street” 14th Street, South

Federal Green Boulevard, South Broadway
Denver, CO

MASTER DEVELOPMENTS

The Meadows at Castle Rock (many)

Town of Castle Rock, CO

Baseline
Broomfield, CO

Bellevue Station
Denver, CO

Denargo Market
Denver, CO

Loretto Heights Campus
Denver, CO

200+ ON STRUCTURE (ROOF DECK OR AMENITY DECK)

1144 15th Street

Born Hotel

One Lincoln

McGregor Square

One City Block

Denver University
Community Commons

The Platform

The Coloradan

Alexan

PROJECTS (VARIOUS)

Modera Projects (Various)

CSU Spur at National
Western Complex

1900 Lawrence



Marx|Okubo

ROLE Roof Consultant

Marx|Okubo Associates, Inc. (Marx|Okubo) is pleased to provide the enclosed qualifications to supplement Davis Partnership's submission for roofing consulting services for the Hiawatha Gardens project in Manitou Springs, Colorado.

As a trusted national architecture, engineering, and construction (AEC) consulting firm, Marx|Okubo works with architects, developers, real estate owners, investors, and lenders—at every point of the property lifecycle—to evaluate their building projects, solve complex challenges and implement tailored solutions.

Leveraging broad technical expertise with deep local insight in AEC, our knowledgeable regional project teams help clients understand their projects' complexities, so they can make the most informed decisions during design and construction, and, ultimately, mitigate their risk.

For over 40 years, Marx|Okubo has worked to bring realistic solutions, value-added services, and a reputation for excellence to our clients, who represent a vast client roster across many asset types. Our team of experienced professionals and technical support staff have successfully completed numerous projects similar to the one at hand, making us well-equipped to tackle any challenge.

Select Relevant Experience

Summit Medical Office Building, Summit County, Colorado

Leak investigation and roof replacement over a sensitive tenant space, including cancer and surgery centers. Fully-adhered, fleece back EPDM over insulation. Marx|Okubo diagnosed the leaks and oversaw replacement providing significant oversight during the repair.

Modera West Wash Park, Denver, Colorado

TPO and Hot, Fluid-Applied Waterproofing Assemblies. Leak investigation and assist owner with repair scope. Performed periodic observations during repair

Aura Santa Fe Apartments, Denver, Colorado

TPO roof assembly. Roof assembly and detail review during design development and construction document phases in preconstruction. Site observations during construction and final close out walk inspection.

Baseline Apartments, Broomfield, Colorado: Asphalt Roof Assembly

Roof assembly and Detail Review during design development and construction document phases in pre-construction. Site observations during construction and final close out walk inspections.

AGIII Apartments, Denver, Colorado:

Asphalt Roof Assembly

Roof assembly and Detail Review during design development and construction document phases in pre-construction. Site observations during construction and final close out walk inspections.

Marx|Okubo

Christian Stover **PE, LEED AP**

Vice President



As Vice President in Marx|Okubo's Mountain-Midwest region, Christian performs building envelope-related design and constructability reviews, forensics, and expert witness investigations. Additionally, she performs core services such as owner's representation, construction project management, and property condition assessments.

Her experience at the firm includes work in building enclosure reviews, water damage restoration, construction quality inspections and budget reviews. Christian has also been actively involved in design-assisted building envelope reviews, exterior envelope forensic investigations and expert witness testimonies, specializing in technical and construction analysis and code review.

Prior to joining Marx|Okubo, she worked with a Philadelphia architecture firm, focusing on design and program of educational facilities.

Christian holds a bachelor's degree in arts and sciences from the University of Pennsylvania and a master's degree in architecture from the University of Colorado - Denver. She is a licensed architect in Colorado and Texas, a Certified Level One Thermographer and Building Enclosure Commissioning Process Provider (BECxP), and has completed the Installation Masters and Window Testing course. She is a member the National Council of Architectural Registration Boards (NCARB) and the American Institute of Architects (AIA).

Marx|Okubo

Wyatt Nagorski

Associate



Wyatt, Associate in Marx|Okubo's Mountain-Midwest region, reviews and analyzes drawings and technical specifications related to building enclosures with a focus toward practical, constructable, and enduring solutions. He performs forensic reviews on building enclosures, including visual reviews and diagnostics as well as directs and oversees testing and any intrusive investigation conducted by third-party subconsultants on existing and new construction projects. Wyatt also collaborates with clients, internal project teams, and consultants, and is ultimately responsible for an overall understanding of each project he is assigned.

Wyatt has over 20 years of experience in the construction industry. Prior to joining Marx|Okubo, he spent six years as a project manager at Intertek, where he assisted with design reviews, conducted site visits providing building enclosure commissioning services, and led functional performance testing of architectural systems as well as forensic investigations. He has experience working with various property types, such as schools from PK-12 to university buildings, medical office projects and hospitals, various commercial buildings, and multifamily residential projects. Wyatt holds a bachelor's degree in business administration from the University of Nebraska and a master's degree in political science from Central European University in Budapest, Hungary.

Current Availability and Commitment

The entire team is committed to the project and at a minimum, each key staff member will commit the following percentages of their time to your project.

Davis Partnership Architects (Architecture, Landscape Architecture, and Interior Design)

Team Members		Phase									
Davis Daniel	Principal in Charge	Concept Design	20	Schematic Design	25	Design Development	25	Construction Documents	10	Contract Admin.	10
Justin DiPietro	Lead Landscape Architect		30		25		20		20		10
Byron Zick	Project Manager		40		40		30		30		5
Genesis Mateo	Project Architect		40		80		80		70		30
Kelsey Reker	Interior Designer		20		20		30		30		15
Zach Rupprecht	Landscape Designer		20		25		35		50		10

Martin/Martin (Civil and Structural)

Team Members		Phase									
Matt Dezort	Structural Associate – Structural Engineering	Concept Design	20	Schematic Design	15	Design Development	15	Construction Documents	10	Contract Admin.	5
Nicole Lane	Investigative Principal – Historic Preservation		20		15		15		10		5
Logan Erf	Bridge Senior Project Engineer – Bridge Engineering		5		10		20		20		10
Ryan Byrne	Civil Principal – Floodplain Permitting		15		15		10		5		5
Peter Buckley	Civil Principal – Site Development		20		15		15		10		5

Bridgers & Paxton (Mechanical, Plumbing and Fire Protection)

Team Members		Phase									
Steve Taylor	Principal, Lead Mechanical Engineer	C	20	SD	25	DD	25	CD	10	CA	10

AE Design (Electrical, IT, Low Voltage Design, and Lighting Design)

Team Members		Phase									
Jon Brooks	Principal	C	55	SD	45	DD	45	CD	30	CA	30
Melina Saunders	Senior Project Manager		65		55		55		35		35

HydroSystems•KDI (Irrigation Design)

Team Members		Phase									
Jill Bersan	Principal	C	20	SD	25	DD	25	CD	10	CA	10
Ken DiPaolo	Project Manager		30		20		20		20		10
Amber Clark	Associate, Designer		40		40		40		30		5

Marx Okubo (Roof Consultant)

Team Members		Phase									
Christian Stover	Vice President	C	-	SD	2	DD	8	CD	15	CA	7
Wyatt Nagorski	Associate		-		2		12		20		25

4

Similar Project Experience

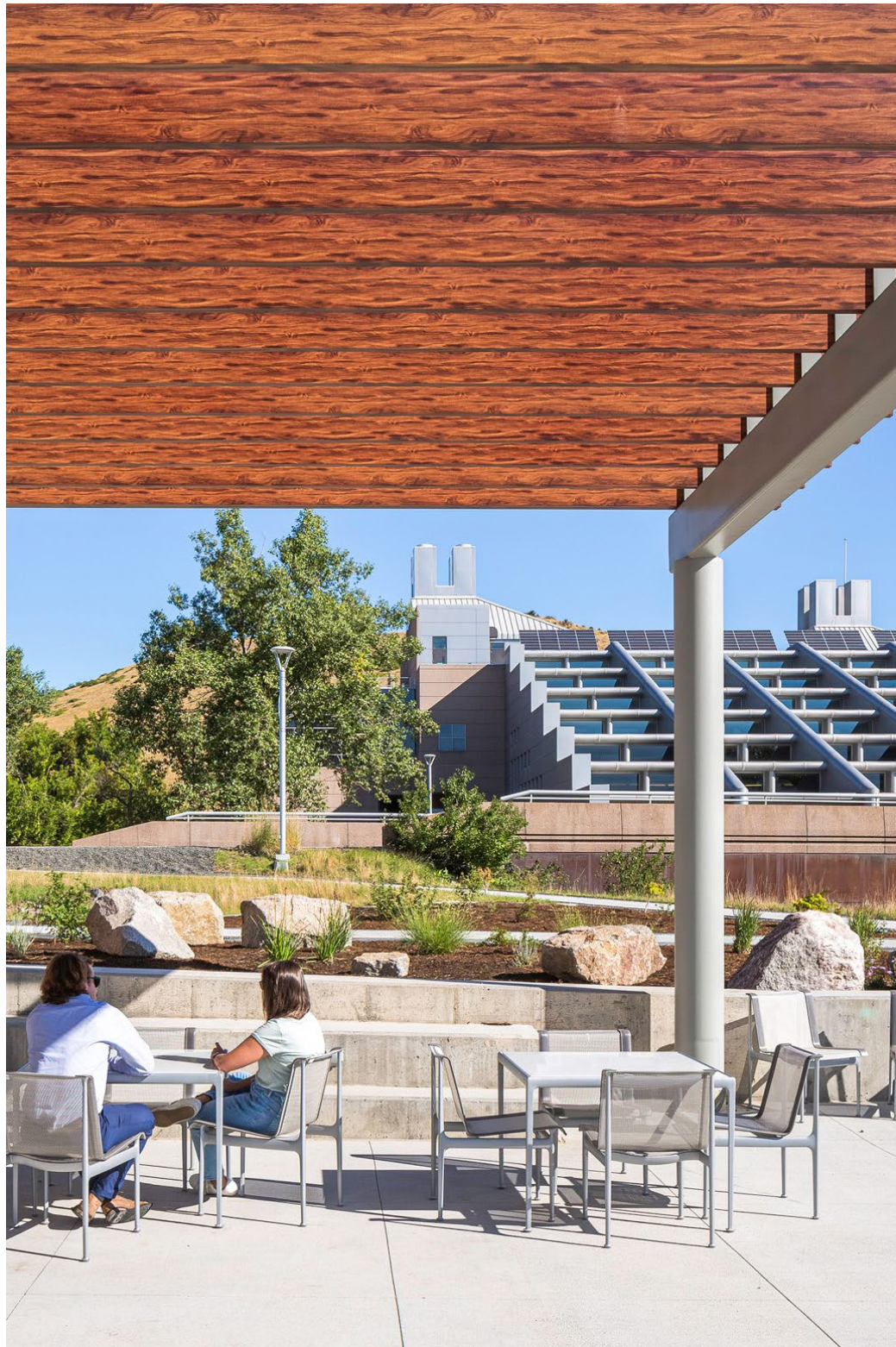


PHOTO:
NREL Research & Innovation Laboratory (RAIL)



TEAM INVOLVEMENT

David Daniel

RELEVANCE

Seamless Integration of new construction into existing context, and Historic Remodel.

Freyer–Newman Center at the Denver Botanic Gardens

At A Glance

LOCATION Denver, Colorado
 SIZE 100,557 sf
 BUDGET \$31.5M
 COST \$33.0M
 CONSTRUCTION START May 2018
 COMPLETED August 2020
 DELIVERY MODE CM/GC
 SUSTAINABILITY LEED Gold
 OWNER Denver Botanic Gardens
 CONTRACTOR GH Phipps

Services Provided

Architecture, Interior Design, Landscape Architecture, Lighting Design

Reference

Brian Vogt
 Denver Botanic Gardens
 Chief Executive Officer
 vogtb@botanicgardens.org
 (303) 521-8648

In early 2016, Davis Partnership Architects won a design competition to design the new Freyer–Newman Center at the Denver Botanic Gardens. The project serves as a museum for botanic art and science and two levels of underground parking. The multi-faceted structure includes art studios and classrooms, galleries, an auditorium, a library including a rare books room, laboratories for research as well as conservation of botanic samples, a herbarium for preserved plant collections, and administrative office space. The project scope also included the **remodel of the historic Boettcher Memorial Center** designed by the late Victor Hornbein in 1966.

The design challenge was to create a facility that is expressive of the program, welcoming to visitors, yet humble in relationship to the existing campus. This is the only building at Denver Botanic Gardens accessible to the public without requiring tickets to tour the gardens, playing an important role in increasing the public's access to the arts and education programs of the gardens.

“We are excited to be working with Davis Partnership Architects in the design of this important new project” stated Brian Vogt, CEO of the Denver Botanic Gardens. “Our selection committee was extremely impressed with their design vision and the way their approach was respectful of the original architecture on our campus.”

Davis Partnership Architect's concept delivered a design that was “humbly iconic”, respecting the existing architecture while re-interpreting the botanical references that influenced the original design. These botanical references were expressed in structural forms, the use of materials, and in the pattern work of details.





TEAM INVOLVEMENT

David Daniel
Byron Zick

RELEVANCE

Connections to culture and heritage.
Prefabricated bridge design.

Anythink Nature Library

At A Glance

LOCATION Thornton, Colorado
SIZE 33,000 sf
15-acre library property on
140-acre Aylor Open Lands
BUDGET \$43.4M
COST \$43.4M
CONSTRUCTION START Q3 2024
COMPLETED Mid-2026
DELIVERY MODE CM/GC
OWNER Anythink Libraries
CONTRACTOR GH Phipps

Services Provided

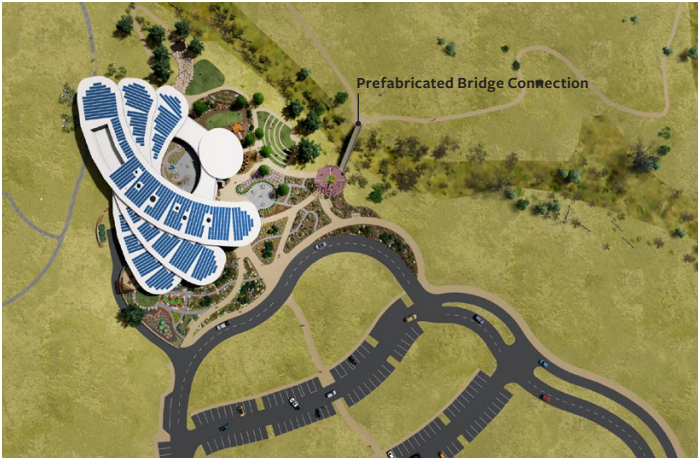
Architecture, Interior Design, Landscape
Architecture, Lighting Design

As a public library, Anythink provides access to knowledge in a free, safe and trusted space available to all. As an experience library, Anythink is even more uniquely qualified to build a nature library – using spaces, experts, “Trylts” and other resources to help people find their place in nature.

Inspired by the Environmental Kinship Guide, the library’s design is grounded in the understanding that “everything in the natural world is interrelated and that humans are a part of this as cohabiters.” (Learn more about the Environmental Kinship Guide at environmentalkinship.org.) Anythink also convened the Anythink Nature Library Advisory Council, which included Indigenous and Native American leaders from the Denver metro area, who provided expertise on the building’s design.

FEATURES OF THE NEW LIBRARY

- Programming spaces to reinforce nature learning, including an indoor/outdoor nature lab, a sun room and a dark room for both active and more meditative programs, and outdoor spaces that support Anythink’s vision to help people find their place in nature.
- Exterior gardens that will provide both passive and hands-on learning opportunities.
- Open air “kinship garden” within the library for people to connect with art and nature.
- One-mile loop trail on library property.
- Materials that facilitate nature learning and reflection, including “Trylts” specifically selected for outdoor learning and adventure.
- Café with indoor/outdoor service and seating.
- Trailhead that connects the library with the 140-acre Aylor trail systems.





TEAM INVOLVEMENT

Zach Rupprecht

RELEVANCE

Close collaboration between Architects, Civil Engineers, and Landscape Architects for a municipal client.

NREL Research & Innovation Laboratory (RAIL)

At A Glance

LOCATION Golden, Colorado

AREA 16,000 sf

BUDGET \$15M

DELIVERY Design-Build

COMPLETED Winter 2022

OWNER National Renewable Energy
Laboratory

CONTRACTOR M.A. Mortenson Company

Services Provided

Architecture, Landscape Architecture,
Interior Design & Signage

Reference

Bret Cummock
Project Manager
NREL
(303) 330-1426
Bret.Cummock@nrel.gov

The RAIL facility is the first new laboratory building to open at NREL's Golden campus since 2013. It was developed to not only provide critical research space for NREL but also serve as a demonstration project, focused on efficient and flexible research space that can be easily modified in the future as research evolves and new research equipment and capabilities are needed, ultimately saving the DOE money. RAIL is also the first of its kind at NREL with the goal of setting a new standard for collaboration in research with flexible spaces that are cost-efficient to operate. This includes, among other things, shared laboratory spaces with intentional internal and external collaboration areas without assigned office space, including much-needed wet lab space.

KEY OBJECTIVES OF THE FACILITY INCLUDE:

- Create a replicable lab modules of varying size that allows multiple program users to share resources or occupy and perform specialized research with minimal lab customization for end user needs of each program.
- Utilize control areas and generic utility distribution to maximize Maximum Allowable Quantities (MAQs) for each lab.
- Deliver the maximum program scope for the budget.
- Collaborative relationship between NREL and the team to deliver quality design and construction.
- Facility shall be designed to be functional, maintainable, and efficient, and as mandated by "Guiding Principles for Sustainable Federal Buildings".
- Safety and environmental stewardship.
- Incorporate sustainable design standards for building systems and operation.





TEAM INVOLVEMENT

Byron Zick

RELEVANCE

Program included multiple uses.
Rigorous floodplain review
and approval process.

Anschutz Student Center at Colorado Christian University

At A Glance

LOCATION Lakewood, Colorado
SIZE 49,285 sf
BUDGET \$22.6M
CONSTRUCTION COST \$22.6M
COMPLETED June 2017
DELIVERY MODE CMGC
OWNER Colorado Christian University
CONTRACTOR GE Johnson

Services Provided

Programming, Space Planning, Design of Flexible and Collaborative Workspaces, Finish Selection and Specification, Lighting Design, Graphics, and Furniture Selection

Reference

Shannon L. Dreyfuss
Vice President
Colorado Christian University
(303) 963-3411
sdreyfuss@ccu.edu

The Anschutz Student Center is the third installment of redevelopment at CCU, creating a new hub for students, faculty, and university administration in the center of campus. It offers 49,285 sf of dining, student gathering, and office space.

Upon entrance, there is a great room, with the ability to seat an additional 200 students as cafeteria overflow or study, hangout, or meeting space. The great room has a traditional, rich feel and features soft seating and tables. The main floor also houses the Cougar Den, featuring grab-and-go food and additional seating. Downstairs, there is a bookstore and 6,000 sf of student fitness space, offering CCU students more access to workout equipment. The upper floor is a hangout space for students, and includes a game room, along with Student Life and Student Activities offices.

IN ADDITION, THIS PROJECT REQUIRED A RIGOROUS FLOODPLAIN APPROVAL PROCESS. The LOMR (Letter of Map Revision) and CLOMR (Conditional Letter of Map Revision) floodplain submittal processes were complex and required approvals from Lakewood, FEMA, the Regional Stormwater Authority, US Fish and Wildlife, and the Army Corps of Engineers.





TEAM INVOLVEMENT

David Daniel
Byron Zick

RELEVANCE

Entire project is located in a floodplain, and delivered in multiple permit packages.

Russell House

At A Glance

LOCATION Denver, Colorado
SIZE 470,000 sf, 289 dwelling units
ANTICIPATED PROJECT COST \$85M
DELIVERY METHOD CM/GC
COMPLETED In Permitting, Anticipated Completion in Q2 2027
OWNER Downing Street Investments
CONTRACTOR Arco Murray

Services Provided

Architecture, Interior Design, Landscape
Architecture, Lighting Design,
Signage/Wayfinding, Branding

Russell House is a seven-story market-rate multifamily development located at Evans Avenue and Bannock Street in South Denver. Developed by Downing Street Investments, the project features 289 residential units and includes 303 parking spaces. The project consists of a 5-story residential tower situated on top of a 2-story concrete podium. The building layout prioritizes both city and mountain views and offers a wide variety of studio, one-, two- and three-bedroom units. Indoor and outdoor amenity spaces are provided on levels one and three in a combination of gathering, gaming, and eating spaces, as well as a swimming pool and roof deck overlooking Pikes Peak.

A UNIQUE ITEM OF NOTE IS THAT THIS ENTIRE PROJECT IS LOCATED IN A FLOODPLAIN. Davis Partnership and our consultants incorporated both wet and dry floodproofing strategies to meet all local and federal regulations, while ensuring that building elements will remain fully intact after a flood event.

5

Project Approach



PHOTO:
Center for Community at University of Colorado

Project Approach

The City of Manitou Springs has provided a thorough Request for Proposal and robust supporting documentation that establishes an exciting vision for the future of Hiawatha Gardens. This is a tremendous opportunity to breathe new life into the Gardens and continue the tradition of providing community-focused spaces for the City. With the opportunity comes the responsibility of delivering a project that is responsive to the public and City needs, within budget, and within the established timeline. Davis Partnership Architects is uniquely qualified to accept those responsibilities, provides expertise across the team to deliver exceptional quality of design and documentation, and is committed to the success of the project.

The project approach for Hiawatha Gardens is informed by our experience and expertise in delivering successful projects for more than 50 years, our embodiment of collaboration as an interdisciplinary practice, the City's devotion to public engagement, and recognition of the opportunities and challenges specific to this project.

Experience and Expertise

For over 55 years, Davis Partnership Architects has been delivering successful projects and earning the trust and respect of our clients and peers alike. The result is an innovative and influential practice, with specializations in architecture, landscape architecture, interiors, and signage and experiential design. To build upon our firm's capabilities, we have coalesced a team of experts specific to the opportunities and challenges of Hiawatha Gardens.

Davis Partnership Architects will provide overall team leadership and project management. Excellent communication is essential in managing and delivering a successful project. Davis Partnership and our consultants will streamline communications with the City of Manitou Springs by providing a single point of contact from beginning to end. Davis Partnership's Byron Zick, AIA, Associate with nearly 20 years experience will serve as the project manager and daily point of contact for the project. In addition, he will organize the work plan, facilitate stakeholder engagement activities, and ensure that the overall design direction is consistent with project objectives.

Furthermore, the same team members (including consultants) who start at the schematic design stage of the project will continue with the project through construction administration to provide consistency to the owner, an efficient

and cohesive design process, and an understanding of project history to make proper decisions during construction administration. Communication is emphasized throughout the project through regular team meeting times, workshops, written documentation of meetings and stakeholder engagement. Davis Partnership makes it our highest priority to stay tuned to your most critical needs and to identify opportunities, and we respond to these in a timely, thoughtful and competent manner.

We believe that a collaborative and inclusive approach, working towards a common goal, results in higher level thinking and establishes a mutually shared understanding of the issues, challenges and reasoning behind proposed solutions – this is at the core of establishing group consensus. As facilitators and leaders, it is our obligation to earn your professional respect and gain your trust in delivering the vision for Hiawatha Gardens.





Public Engagement

We recognize the value that the City of Manitou Springs places on public engagement to inform its decision-making. It is apparent in Resolution 1023 that was passed by City Council in 2023, establishing a Public Engagement Plan. This process was experienced first-hand by Davis' Director of Landscape Architecture, Justin DiPietro, with his work on Soda Springs Park in his previous role.

Davis Partnership works to evolve a project collectively, ensuring all stakeholders are engaged and that all aspects of design decisions are deeply understood. The design progresses in a transparent fashion, using 3-dimensional digital modeling at the earliest stages of the project to clearly communicate the vision. Building consensus continuously with stakeholders at each design phase effectively builds on previous decision making. We seek vested interest in the success of the project and have found that open communication and transparent decision-making are key to broad support. Evolving the project design collectively with all key stakeholders allows us to gain client approvals, confirm the integration of all project goals and

expectations, and balance costs against the solutions created.

The same visualization tools used in stakeholder engagement can be used to communicate the project to the public. Working closely with the City to develop messaging, we understand that a well informed public ensures success for the City and Hiawatha Gardens.

Phase 1 Grant Funding

Davis Partnership is committed to delivering the Hiawatha Gardens project on schedule, including meeting the October 2025 deadline for completion of the Phase 1 permit drawings to maintain grant funding. That commitment is based on effective project management, productive stakeholder engagement, and clear communication. Anticipating that work begins in earnest following award by April 2nd, we have outlined the following approach to schedule:

- Mid-April: Project Kick-off with Owner/ Stakeholders, Design Team, CM/ GC (if secured).
 - Establish project objectives (guiding principles)
 - Establish lines of communication and primary contacts

- Confirm all stakeholders
- Confirm program
- Confirm schedule
- Identify challenges

- Mid-April through May (8 weeks): SD drawings, outline specifications, supporting visualization materials. Includes all phases.

- Facilitate User Group meetings for design and operational input
- Present to Design Advocacy Group and Owner Executive Committee for feedback and design refinement
- Provide 3D project renderings and materials for Public information
- Review and verify CM/GC cost estimate. Incorporate budget reconciliation measures

- June through August (10 weeks): DD drawings, outline specifications, supporting visualization materials. Phases 1 and 2.

- Facilitate User Group meetings (round 2) to confirm design meets operational needs and provide additional input for design refinement
- Present to Design Advocacy Group and Owner Executive Committee for feedback and design refinement

- Prepare materials and lead Community Meeting in coordination with City to provide design update
- Review and verify CM/GC cost estimate. Incorporate budget reconciliation measures
- August through October (10 weeks): CD drawings, specifications, supporting visualization materials. Phases 1 and 2.
 - Provide materials for Major Development Plan application, Grading and Erosion Control Permit, and Material Change of Appearance Certificate. Provide at 50% CD milestone
 - Co-present project with City's Project Manager to Planning Commission, Historic Preservation Commission, and City Council
 - Coordinate with CM/GC to realize any necessary final cost reconciliation measure and summary report of cost estimate through life of design and documentation
 - Coordinate with General Contractor and provide materials for building permit submission
 - Present final design to Design Advocacy Group, Owner Executive Committee, and City Council

- Prepare materials and lead informational Community Meeting in coordination with City

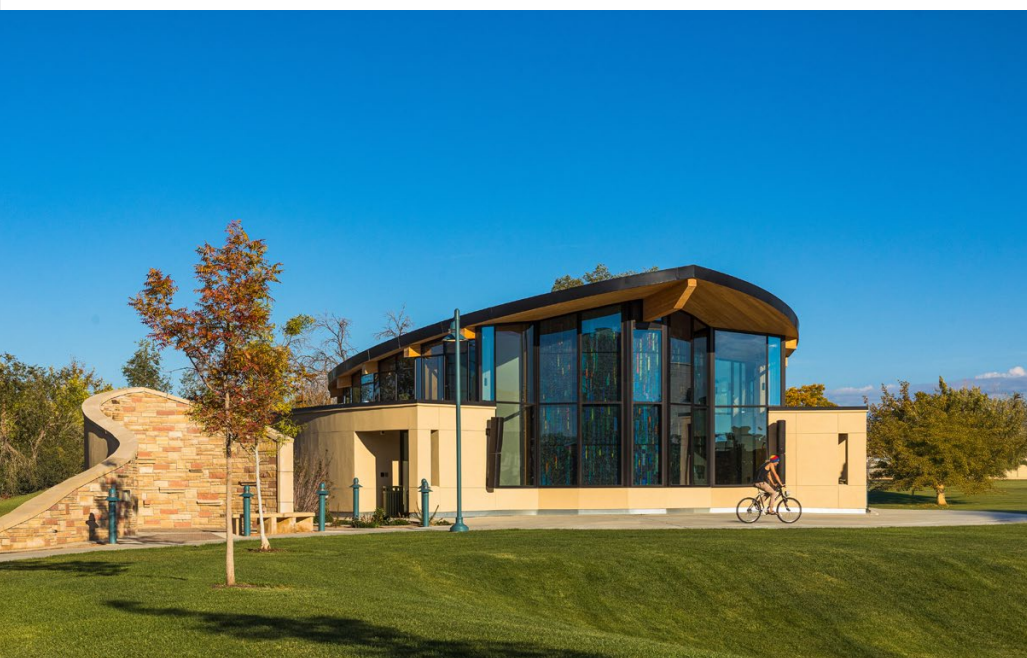
Budget, Schedule, Quality Control

Davis Partnerships and recognizes that cost, schedule, and quality is of primary importance in the planning, design, and construction of all projects, and our team takes this responsibility seriously. Managing these challenges requires experience, skill, and discipline throughout the design and construction phases. We see a great advantage in the CM/GC delivery method, utilizing the expertise of the contractor team to provide early and ongoing input of cost, constructability input, and schedule acceleration. The approach for Hiawatha Gardens will involve close and frequent collaboration with the CM/GC contractor, the City, and stakeholders to ensure it is designed and built within the fixed budget framework, on schedule, and achieves program requirements balanced with aesthetic and contextual considerations. Davis Partnership's success in maintaining excellence in budget, schedule, and quality control is based on some key factors:

- Establish well-defined objectives as a critical first step.
- Provide appropriate use of resources and value for the money.
- Optimize material and systems selection alternatives that provide the best balance between initial investment and ongoing operational costs.
- Transparency and clarity of design information as basis for accurate and comprehensive cost estimation.
- Responsiveness with design adjustments to optimize value and reduce project costs.

Cost Reconciliation: In close collaboration with the CM/GC and owner team, Davis Partnership will work at each stage of design to keep the project within budget. In the event that estimated costs exceed the construction budget, the design team will work closely with contractor to evaluate the design and identify the best methods of reducing costs while maintaining the integrity of the design. Davis Partnership and its consultants will evaluate their respective scopes, using their experience with comparable work to validate the contractor's estimate or identify potential misalignment of quantities or costs. The design team will offer a menu of additional cost reduction measures for consideration of the CM/GC contractor and owner team. Collectively, the greater team will evaluate options to provide the best value for the project, balancing cost, budget, and design intent.

Scope Control: While scope of work, often measured in quantities, is clearly a major cost-driver, the quality desired in the project also has a direct impact on the cost of construction. Both items can result in "scope creep," which can result not only in construction cost overruns but may also multiply with associated



design and operational costs. Scope control is a vital factor in managing cost, maintaining a schedule, and delivering a project within the fixed limit of construction dollars. Our experienced team recognizes when key decisions may adversely impact the construction cost, and we bring these issues to the immediate attention of the owner and stakeholders.

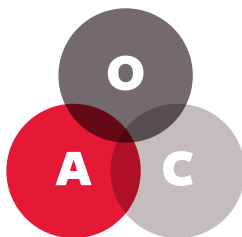
Quality of Construction Documents:

One of the most important aspects of keeping a project within budget is to avoid the costs of change orders that occur because of incomplete or uncoordinated construction documents. We put tremendous importance on producing quality drawings and specifications that fully describe the scope of work and provide clear definitions on the quality of materials and systems. Having a CM/GC delivery method provides an additional layer of accountability, with vested interest in assisting the design team in potential gaps in documentation. Davis Partnership utilizes rigorous quality control methods at every stage of design and documentation. Additionally, all vertical work utilizes Building Information Modeling (BIM) across all disciplines to produce designs that are fully coordinated.

CM/GC Collaboration

The Construction Manager/General Contractor delivery method is employed with many Davis Partnership projects

and offers several advantages that ultimately reduce risk for the Owner and Design Team and can lead to a more seamless project execution.



- Constructability input early and throughout design and documentation.
- Early and ongoing cost analysis to inform design decisions and maintain project within budget.
- Develop trust between Owner, Contractor, and Architect/Design Team.
- Streamline schedule.
- Smooth transition from design to construction.

The advantages can only be realized with effective communication and robust collaboration. The following factors form the basis of Davis' successful CM/GC partnerships:

- **Shared project objectives** that provide guidance through course of project. This might include budget, vision and aesthetics, transparency, and public engagement.
- **Clear communication** channels and **shared resources** (design models, cost analysis data, comment records) between Owner, Architect, and Contractor.
- **Responsive** to Owner and Contractor input to reach decisions quickly for incorporation into design and documentation.

Davis Partnership's long history has allowed us to form relationships with many of our region's General Contractors, developing strong relationships and earning mutual respect. This is the result of a culture of collaboration that promotes engagement and seeks knowledge.

Bridge Design

Davis Partnership has brought on the expertise and experience of Martin/Martin to provide design and documentation of the Phase 4 vehicular bridge across Fountain Creek. Martin/Martin has executed pedestrian and vehicular bridges for public

and private entities, approaching each to balance functional needs, aesthetic goals, budget limits, and project schedules. The challenges for Hiawatha Gardens include:

- Development within the floodplain
- Maintaining and protecting Fountain Creek and its riparian ecology
- Providing a cost-effective solution that fits within the natural and historic context of the project site

Martin/Martin Senior Project Engineer, J. Logan Erf, is well-suited to address the project's bridge design. He brings deep understanding of bridge engineering and value to the project team, having assessed over 140 full-scale bridges and providing design for such projects as the US Air Force Academy's Tri-Intersection Bridge and US Forest Service bridges at Willow and Spring Creeks in Gunnison.

Sustainable Stormwater Management

Davis Partnership landscape architecture and Martin/Martin have closely aligned principles around their environmentally sensitive approach to site design and stormwater management, and are excited to put their expertise into practice at Hiawatha Gardens. Davis Partnership's Director of Landscape Architecture and lead for site design on this project has extensive experience in this realm, having led a consultant team commissioned by Philadelphia Water for the planning and design of Green Stormwater Infrastructure throughout Philadelphia neighborhoods. Martin/Martin civil engineering are an authority in employing low-impact and green infrastructure practices in their stormwater management design. The opportunity for sustainable stormwater management initiatives at



Hiawatha Gardens can be realized through an approach that includes:

- Preserve Existing Trees and Enhance Plant Communities: We understand the value Manitou Springs and its community place on its tree canopy, plant communities, and waterways. The previous work for Hiawatha Gardens included assessment of Vegetation Communities and Habitat and Ecological Function (Ecological Characterization Study dates Oct 24, 2024), providing a basis for guidance, recommendations, and opportunities. We want to work closely with the City and its Arborist Matthew Nelson to prioritize tree preservation, particularly along the riparian corridor of Fountain Creek, and establish a healthy and high performing plant community. Benefits include:
 - Interception and absorption of rainfall
 - Reduction of heat island effect
 - Phytoremediation (use of plants to remove pollutants from soil, water, and air)
 - Supporting of habitat
 - Opportunities for shade
 - Reduction of greenhouse gases
 - Improved water quality
- Mimic Predevelopment Conditions: Utilize a light project imprint by matching existing grades and minimizing earthwork and

disturbance to the extent possible. This approach allows us to more easily achieve a no-rise condition within the floodplain.

- Reduce Impervious Surface, Encourage Infiltration, Reduce Stormwater Runoff
 - Porous or Permeable Paving: Such systems encourage infiltration and reduce runoff. Although these systems can be more costly than traditional paving systems, smart strategies for their use, such as placement on the low end of parking lots, allows runoff from traditional impervious pavements like asphalt or concrete to run onto the porous pavement and maximizes the benefit while minimizing cost. We also understand the challenges of some systems, which can include maintenance (vacuuming) to ensure long-term viability, and will work closely with the City to ensure operational needs can be met.
 - Raingardens / Porous Landscape Detention (PLD) Areas: Incorporate PLD's in traditional landscape areas like parking lot islands or perimeter landscape beds. Use curb less islands and perimeter to sheet flow and distribute runoff over larger PLD areas.
 - Bioswale: Avoid concentrating flows to the extent possible; when necessary, convey stormwater on the surface and use bioswales to encourage further

infiltration and biologic uptake. Utilize the opportunity to encourage pollinator habitat.

- Be playful with stormwater and design for multiple and varied treatment strategies using several disconnected impervious areas (DCIA). Use multiple green infrastructure (GI) or low impact development (LID) techniques in series to combine and multiply the benefits of water quality treatment and embrace the treatment train ideology.

This is an opportunity to use creative design and techniques informed by natural systems to promote awareness of sustainability through stormwater management. Davis Partnership and Martin/Martin aim to blur the line between stormwater management and beauty in the landscape, utilizing high performance systems that are visible and showcase the City's sustainability initiatives at Hiawatha Gardens.

References



PHOTO:
The Colorado Health Foundation

References



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FAX (303) 861-3027

April 3, 2025

The Selection Committee
c/o Sara Lara, Artaic Group

Re: Hiawatha Gardens Restoration and Design
RFP 2025-005
Fee Proposal, Hourly Rate Schedules, Clarifications & Exclusion (see attached exhibits)

Scope of Work

The scope of work and related design services and fees are based on RFP 2025-005, subsequent Addenda, and Interview Clarifications dated 3/27/25. The general scope of improvements outlined by phase are as follows:

Phase 1: New restroom/storage facility, new plaza, new surface parking, and associated improvements.

Phase 2: Restoration and renovation of existing, historic dance hall into an open-air pavilion and adjacent new plaza/art lawn to its west.

*Phase 3: New vehicular bridge and closure/integration of Old Man's Trail bridge into pedestrian trail network.

*Phase 4: Renovation of existing bank facility and associated improvements for re-use of site as a transportation hub. Associated improvements include a pedestrian plaza area, bus pull-off area, surface parking, a new pedestrian bridge, integration of Creek Walk Trail, and associated site improvements.

All phases will be progressed concurrently through Schematic Design as outline in the proposed schedule.

***Scope and estimated fees have been provided for Phases 3 and 4 for Schematic Design through Construction Administration/Close-Out, based on our best understanding of concept documentation and descriptions provided in the RFP.** Based on Interview Clarifications dated 3/27/2025, we understand that the initial contractor will include only Schematic Design for Phases 3 and 4. It is anticipated that the scope of improvement/work may evolve for these phases during Schematic Design, and the proposed scope of services will be revised and finalized accordingly, should the City of Manitou Springs proceed with further development of design.

Assumptions, Clarifications, and Exclusions

Consultants are limited to those identified in the fee schedule. Specifically, we have not included scope or fee for the following:

- Land Survey
- Geotechnical Engineer
- Construction Material Testing or Inspection
- Environmental Engineer or Services (i.e. mitigation or removal of hazardous materials)

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303.861.8555

www.davispartnership.com

- Green building or site certification (i.e. LEED, SITES, etc.)
- Energy modelling
- Dry utilities consulting (related to the design and permitting of new electrical service and underground gas service)
- Acoustical consulting
- Accessibility consulting
- Building commissioning
- Photo-realistic rendering services (medium-to-high quality renderings are included in our fee)
- Signage, wayfinding, and branding
- Furniture specification

General: The scope and fee assumes the general concept design and layout of program provided in RFP 2025-005, as clarified in Interview Clarifications dated 3/27/25, will remain and are not to be revisited. Significant changes to program, either by addition, deletion, or relocation be requested, Davis Partnership and its Consultants reserve the right to request additional services.

Schedule: The proposed schedule is based on our understanding of the timelines established in RFP 2025-005 and subsequent Addenda and Interview Clarifications.

- We have assumed that there will be no pricing pauses between phases, and that pricing feedback will be given by the CM/GC concurrently with the design schedule. The schedule indicates Phases 3 and 4 proceeding immediately into Design Development, however we understand we may not be authorized to start that work pending confirmation of budgets and funds. We anticipate a pause may be needed before proceeding with Phases 3 and 4 and can accommodate up to an 8-week hold. If pricing pauses or other schedule delays are incurred which result in an extended schedule beyond what has been assumed and communicated to date, Davis Partnership and its Consultants reserve the right to request additional services.
- If the design team is requested to pause work for more than four weeks, Davis Partnership reserves the right to request additional services for any work requested during the project pause, in addition to a remobilization fee.
- We have assumed a 12 month **total** construction duration: 8 months for phases 1-2, and 4 months for phases 3-4. We have included fees for one half-time architect and/or architectural staff for construction phases 1-2, and quarter-time for construction phases 3-4. We have included time for biweekly site visits (26) and biweekly remote meetings (26), for (52) construction meetings in total.

Meetings: RFP 2025-005 and subsequent Addenda and Interview Clarifications, we have included attendance as indicated in the proposed schedule.

- The quantity of meetings and site visits beyond those noted are excluded. Additional meetings and site visits can be accommodated for additional fees.

Budget: The construction budget, as established in RFP 2025-055 Addendum Number 1, dated 2/27/2025, is has been used as a basis for scope and fee. The design team will work to reconcile the scope of work with Owner budget during course of design and documentation, assuming

Owner budget remains constant. Davis Partnership and its Consultants reserve the right to request additional services for changes in budget which require changes in the scope of work.

Survey: A complete land survey provided in CAD format is necessary to at the commencement of the project and is to be provided by the Owner or others.

Interior Design: Services are limited to the selection of basic interior finishes for the new restroom building and the Chase Bank transit hub renovation.

Landscape Architecture: The proposed scope and services includes leading the design of site improvements as noted in Scope of Work and includes the following.

- Design and documentation are included for new pedestrian pavements, site furnishings and amenities, soils, and plantings.
- We will provide design intent for parking layout, vehicular paving, site lighting, related site improvements, and coordinate with the consultant team for documentation of such improvements.
- We will coordinate closely with the irrigation consultant for a fully automated irrigation system providing full coverage of proposed plantings.

Structural Engineering:

- Phase 1: The restroom/storage facility is assumed to be an approximately 1,530 square foot, custom designed, timber-framed structure.
- Phase 2: A full building analysis and retrofit design to bring the proposed structure up to current codes while still maintaining as much of the historic nature of the existing building, is anticipated. The proposed scope and fee are based on structural work and improvements indicated in the Workshop 40 Structural Design Narrative, Option 2 included in the RFP.
- Phase 3: The scope and fee assume structural engineering design and detailing required for a new single-span vehicular bridge spanning over Fountain Creek Trail, with bridge accommodating one lane of traffic in each direction used for vehicular access as well as pedestrian access to the new parking lot included in Phase 1. The superstructure of the bridge is assumed to be performance specified steel rolled girder system and will be designed and detailed by the supplier. This superstructure will connect with the abutments, foundations and approach slabs designed and documented by the consultant team. Architectural enhancements to the bridge, such as stone walls or stone finishes or historic elements to mimic adjacent structures, are not anticipated nor included, per clarification provided in RFP 2025-005 Addendum Number 1.
- Phase 4: The modifications to the existing structures are anticipated to be relatively minor. They are expected to be below the International Existing Building Code thresholds of 5% for gravity-load carrying elements and 10% for lateral-carrying elements, as outlined in Sections 503.3 (gravity loads), and 503.4 (lateral loads). Therefore, a structural analysis and evaluation of the existing buildings is not anticipated nor included. Structural work is anticipated to include consulting on proposed architectural alterations and design for minor structural modifications, such as minor penetrations through existing roof deck or walls. Modifications to the existing canopy are anticipated to be equally minor in scope and structural impact.

- Phase 4: Structural engineering design and detail required for a new single-span pedestrian bridge spanning Fountain Creek is included. This bridge is anticipated to be a deferred submittal item consisting of a prefabricated steel bridge structure, designed, and detailed by the Bridge Supplier. The consultant team will provide the structural engineering design of bridge abutments and foundations.

Electrical Design:

- Coordination with local utility provider(s) for power, telephone, data, and cable TV. Coordination with civil engineer for all utility infrastructure requirements, equipment locations, and conduit routings.
- Provide electrical systems infrastructure and branch circuit distribution to meet needs of project.

Lighting Design:

- Design of site and building lighting systems, including fixture selection, layout, and circuiting of interior lighting, exterior lighting, and emergency egress and exit sign fixtures.
- A lighting fixture budget to be determined no later than completion of Design Development.
- Includes site photometric plan for entitlements and building department submissions to demonstrate compliance with photometric standards. Subsequent submission to be provided, as required to demonstrate compliance. Should subsequent submission be required due to owner-directed or other changes to the site not directly related to the exterior lighting compliance, additional fees may be required.

Technology Design (Limited to Phase 1 & 2, associated with Dance Hall and Plaza):

- Telecommunications System: To include design of structured cabling system for telephone, network, and cable television systems.
- Security System: To include design of building and site-wide security system that includes Video Surveillance System (VSS).
- Audio-Video (AV) System Design: Standalone bespoke audio-visual system is anticipated in Dance Hall Pavilion.
- We have included fees for Networking design (network access points, wifi hotspots, or similar) for phases 1 and 2, but is excluded from phases 3 and 4.

Entitlements: Per RFP 2025-005 and subsequent Addenda, we have included preparation and submission of materials for Major Development Plan, Grading and Erosion Control Permit, and Material Change of Appearance Certificate.

- An initial submission and one subsequent submission of revised materials per agency comments are included. Additional revisions and resubmissions will be performed on an hourly basis at rates provided.

Traffic Study (Phase 3): The proposal involves the following efforts:

- Scoping conversation with the City and CDOT
- New peak hour traffic counts at existing, adjacent intersections.
- Traffic study to support new access configuration

- Filing and support of updated CDOT Access Permit

Permitting: It is assumed that the CM/GC contractor will facilitate necessary permit submissions. We have included fees for preparation and delivery of materials in support of two rounds of building permitting through Pikes Peak Regional Building department (phases 1-2 combined, and phases 3-4 combined), for two months duration for each submittal round.

Standard Hourly Rate Schedules (2025)

Davis Partnership Architects

Staff Type	Category	Billing Rate
50	Principal	\$235
51	Associate Principal	\$225
52	Senior Associate	\$210 - \$230
53	Associate	\$195 - \$220
55	Senior Architect	\$165 - \$210
56	Architect	\$125 - \$170
69	Senior Architectural Intern	\$150 - \$210
57	Architectural Intern	\$ 85 - \$140
61	Senior Landscape Architect	\$160 - \$190
62	Landscape Architect	\$105 - \$180
63	Landscape Architectural Intern	\$ 85 - \$130
65	Senior Interior Designer	\$160 - \$190
66	Interior Designer	\$125 - \$160
67	Interior Design Intern	\$ 90 - \$135
	BIM / Revit / FM	\$130 - \$215
74	Accounting Staff	\$120 - \$160
75	Administrative Staff	\$ 75 - \$100

Martin/Martin

Principal.....	\$270 per hour	Designer.....	\$150 per hour
Associate.....	\$235 per hour	Technician III.....	\$130 per hour
Sr. Project Manager.....	\$220 per hour	Technician II.....	\$120 per hour
Sr. Bldg. Envelope Specialist.....	\$220 per hour	Technician I.....	\$110 per hour
Sr. Project Engineer.....	\$205 per hour	Sr. Construction Services Rep... Intern.....	\$180 per hour
Project Engineer.....	\$175 per hour		\$85 per hour
Project Manager.....	\$175 per hour	Project Coordinator.....	\$100 per hour
Bldg. Envelope Specialist.....	\$175 per hour	Administrative Assistant.....	\$95 per hour
Professional Engineer.....	\$155 per hour	Survey Manager.....	\$240 per hour
Bldg. Envelope Consultant.....	\$155 per hour	Professional Land Surveyor.....	\$160 per hour
Engineer EIT II.....	\$140 per hour	Survey Crew (two-man).....	\$255 per hour
Engineer EIT I.....	\$130 per hour	Survey Crew (one-man).....	\$175 per hour
Engineering Intern.....	\$115 per hour	Survey Technician II.....	\$125 per hour
Sr. Designer.....	\$170 per hour	Survey Technician I.....	\$115 per hour

Rates for personnel above are subject to change each year.

Bridgers & Paxton

PRINCIPAL	\$225.00
PROJECT MANAGER	\$210.00
SENIOR ENGINEER	\$185.00
PROJECT ENGINEER	\$155.00
ENGINEER	\$130.00
ENGINEER INTERN	\$110.00
SENIOR DESIGNER	\$165.00
PROJECT DESIGNER	\$120.00
DESIGNER	\$100.00
BIM SERVICES	\$120.00
CADD TECH	\$90.00
ESTIMATING/CONSTRUCTION SERVICES	\$145.00

NOTE:

1. The hourly rates quoted herein are applicable through November 14, 2025.
2. The hourly rates quoted herein do not include local or state gross receipts tax, as may be applicable.

AE Design

Standard hourly rates, effective January 1, 2025	
Principal	\$ 265.00 / hr
Director	\$ 245.00 / hr
Senior Project Manager	\$ 235.00 / hr
Studio Lead	\$ 235.00 / hr
Project Manager	\$ 225.00 / hr
Senior Engineer	\$ 225.00 / hr
Engineer	\$ 205.00 / hr
Senior Designer	\$ 190.00 / hr
BIM Manager	\$ 190.00 / hr
Designer	\$ 165.00 / hr
Intern Designer	\$ 105.00 / hr
CAD/Revit Technician	\$ 105.00 / hr
Administrative	\$ 125.00 / hr

Marx | Okubo

Position	Hourly Rate
Exec. VP / Sr. VP	\$350
Vice President	\$325
Assistant Vice President	\$300
Sr. Associate	\$275
MEP / Structural / Accessibility / Fire Protection Life Safety/Building Enclosure	\$275
Associate	\$250
Office Manager	\$200
Sr. Project Coordinator	\$200
Project Coordinator	\$180
Sr. Project Administrator	\$150
Project Administrator	\$130

Hydro Systems KDI

<u>Personnel Classification</u>	<u>Time Commitment (%)</u>	<u>Hourly Billing Rate</u>
Principal	15%	\$155.00
Senior Associate, Project Manager	40%	\$140.00
Associate, Designer	45%	\$130.00
Site Personnel, Construction Observation	100%	\$120.00

Galloway

CATEGORY

HOURLY RATE

Management

\$165 - \$275

President

Principal

Sr. Project Manager

Team Manager

Transportation Engineering

Project Manager

\$150 - \$185

Project Engineer

\$140 - \$175

Design Engineer

\$130 - \$175

Designer

\$120 - \$175

CADD

CADD Technician

\$100 - \$140

CADD Designer

\$125 - \$155

Administration

Marketing & Communications Coordinator

\$110 - \$140

Administrative Assistant

\$120 - \$150

Project Coordinator

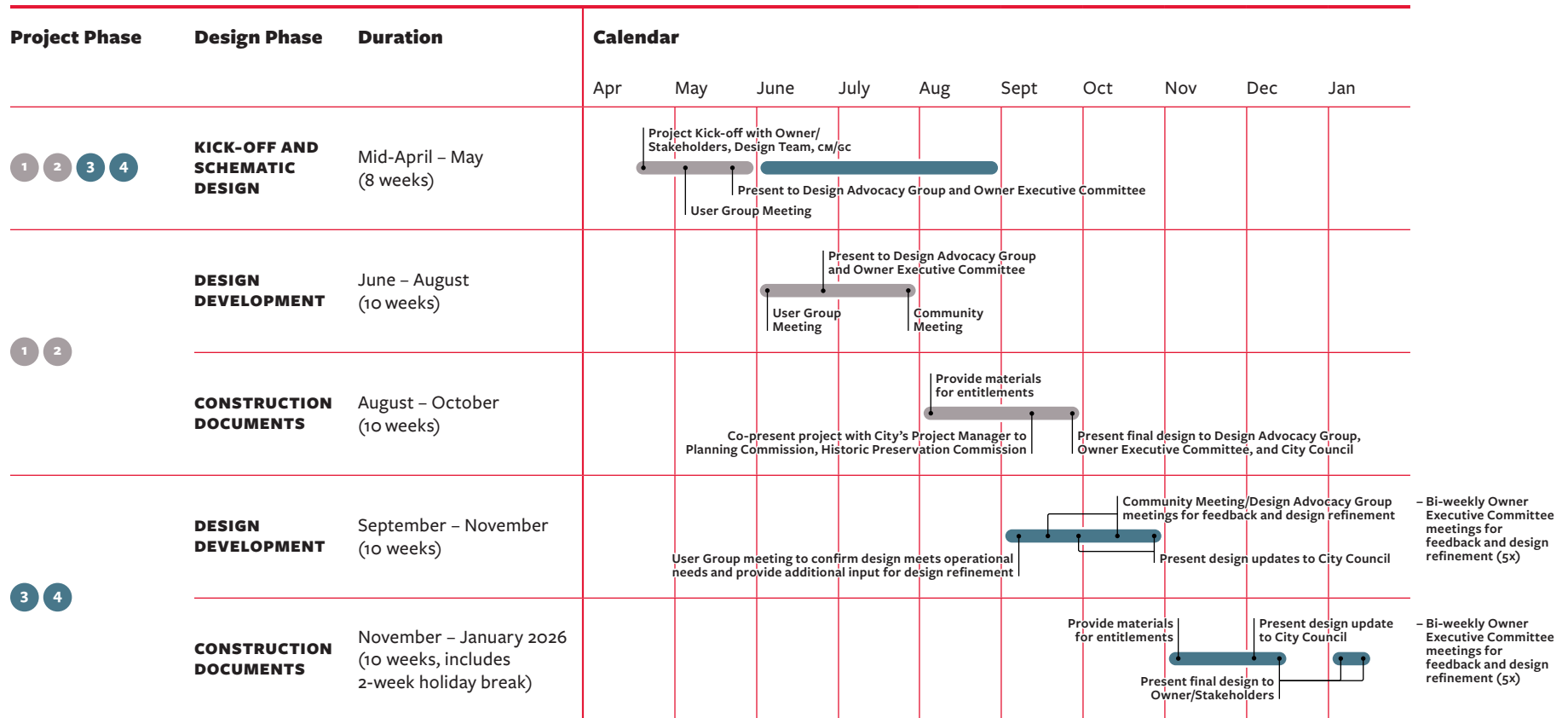
\$120 - \$155

Interns

\$75 - \$95

For any future work authorized but not included under this proposal, billable rates for all consultants may be adjusted for current calendar year rates.

Schedule



Firm or Proposed Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		16,070	9,956	11,565	2,825	42,470	82,886	
Davis Partnership Architects	Landscape Architecture	4,746	4,044	14,833	10,896	5,832	7,533	47,884	Concept incl. programming, plaza, landscape per Interview Clarifications 3/27/25
Martin/Martin	Civil Engineering	0	7,508	15,015	12,513	10,010	5,005	50,051	
Martin/Martin	Floodplain & Hydraulic	0	1,500	3,000	2,500	3,000	0	10,000	
Martin/Martin	Structural Engineering	0	2,500	4,375	4,375		2,500	13,750	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing		2,330	4,680	3,865		2,600	13,475	
AE Design	Electrical / Lighting	0	1,720	5,150	4,580	500	3,330	15,280	
AE Design	IT/Low Voltage Design	0	1,490	4,460	3,960	500	2,400	12,810	Includes Site Security, and Music for Plaza (to be tied in with Dance Hall)
Hydrosystems-KDI	Irrigation Design		250	350	1,250			1,850	
Marx Okubo	Roof Consultant	0	0	0	0	0	0	0	
	[other]							0	
Design Team Fee Total		4,746	37,412	61,819	55,504	22,667	65,838	247,986	

Total Not To Exceed Reimbursable Amount:

7,440

In addition to the basic services fee

ALTERNATES									
Firm or Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:

In addition to the basic services fee

Firm or Proposed Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		16,070	9,956	11,565	2,825	42,470	82,886	
Davis Partnership Architects	Landscape Architecture	3,500	2,493	9,922	7,264	4,760	5,590	33,529	Concept incl. programming, plaza, landscape per Interview Clarifications 3/27/25
Martin/Martin	Civil Engineering	0	2,250	4,500	3,750	3,000	1,500	15,000	
Martin/Martin	Floodplain & Hydraulic	0	3,750	7,500	6,250	7,500	0	25,000	
Martin/Martin	Structural Engineering	0	4,800	11,200	11,200		4,800	32,000	
	Fire Protection Design							0	Included w/ Mechanical / Plumbing
Bridgers & Paxton	Mechanical / Plumbing / Fire Protection		1,110	7,295	2,005		2,405	12,815	Includes Fire Protection
AE Design	Electrical / Lighting	0	1,580	4,700	4,180	500	2,220	13,180	
AE Design	IT/Low Voltage Design	0	1,530	4,580	4,070	500	1,200	11,880	Includes AV for Dance Hall only
Hydrosystems-KDI	Irrigation Design	0	250	350	1,250			1,850	
Marx Okubo	Roof Consultant	0	1,375	2,200	2,475	0	4,400	10,450	
	[other]							0	
Design Team Fee Total		3,500	35,208	62,203	54,009	19,085	64,585	238,590	

Total Not To Exceed Reimbursable Amount:

7,158

In addition to the basic services fee

ALTERNATES									
Firm or Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



In addition to the basic services fee

Firm or Proposed Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		5,000	5,000	5,000	1,780	10,000	26,780	
Davis Partnership Architects	Landscape Architecture	0	4,155	14,603	10,150	5,950	7,187	42,045	
Martin/Martin	Civil Engineering	0	1,500	3,000	2,500	2,000	1,000	10,000	
Martin/Martin	Floodplain & Hydraulic	0	3,000	6,000	5,000	6,000	0	20,000	
Martin/Martin	Structural Engineering	0	7,365	17,185	17,185		7,365	49,100	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing							0	
AE Design	Electrical / Lighting	0	1,220	3,650	3,250	500	3,310	11,930	
Hydrosystems-KDI	Irrigation Design	0	0	350	1,250			1,600	
Marx Okubo	Roof Consultant	0	0	0	0	0	0	0	
Galloway	Transportation Engineer		9,650					9,650	
Design Team Fee Total		0	31,890	49,788	44,335	16,230	28,862	171,105	

Total Not To Exceed Reimbursable Amount:

5,133

In addition to the basic services fee

ALTERNATES									
Firm or Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



In addition to the basic services fee

Firm or Proposed Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		11,540	10,750	8,700	1,780	14,820	47,590	
Davis Partnership Architects	Landscape Architecture	0	4,986	14,603	10,150	5,950	7,187	42,876	
Martin/Martin	Civil Engineering	0	4,500	9,000	7,500	6,000	3,000	30,000	
Martin/Martin	Floodplain & Hydraulic	0	2,250	4,500	3,750	4,500	0	15,000	
Martin/Martin	Structural Engineering	0	3,068	7,158	7,158		3,068	20,450	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing		1,110	4,335	2,005		1,850	9,300	
AE Design	Electrical / Lighting	0	1,540	4,610	4,090	500	1,110	11,850	
AE Design	IT/Low Voltage Design							0	
Hydrosystems-KDI	Irrigation Design			350	1,250			1,600	
Marx Okubo	Roof Consultant	0	1,100	1,650	2,750	0	2,300	7,800	
	[other]							0	
Design Team Fee Total		0	30,094	56,956	47,353	18,730	33,335	186,466	

Total Not To Exceed Reimbursable Amount:

5,594

In addition to the basic services fee

ALTERNATES									
Firm or Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



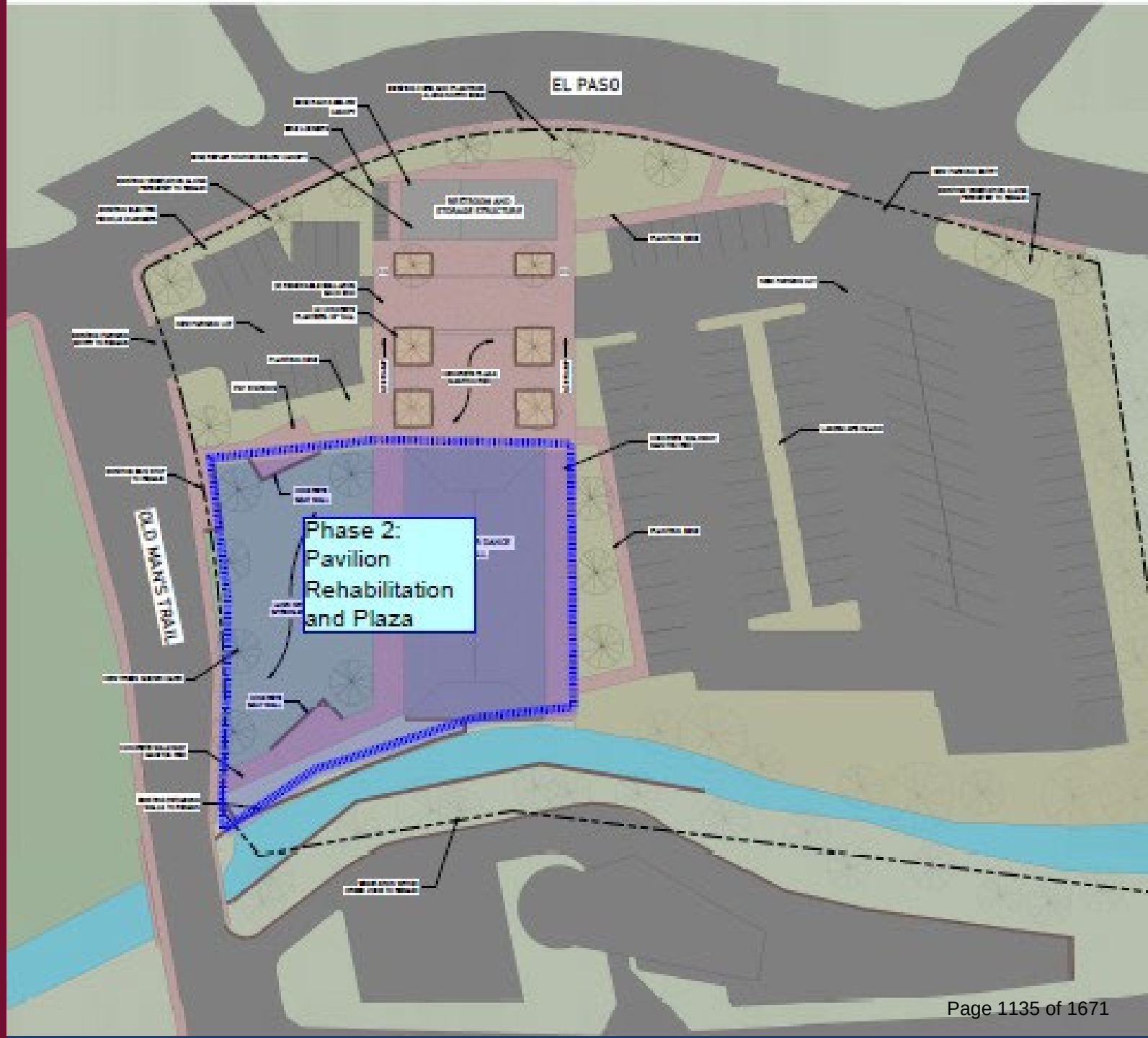
In addition to the basic services fee



Hiawatha Gardens Phase 2 – Architect/Engineering Services Recommendation

PRESENTED BY: ERIN RINGSRED

Phase 2: Historic Dance Hall and Plaza





RFP Selection Process

- RFP dates February 18, 2025 – March 17, 2025
 - Firms Shortlisted – March 20th
 - Interviews – April 3rd
 - Final Selection – April 8th
- Selection Committee consisted of:
 - Erin Ringsred, Planner and Landscape Architect II (Project Manager)
 - Chelsea Royston, Senior Planner
 - Zach Davison, Planner I
 - Jeffery Fryer, Sr Web and ADA Coordinator
 - Sarah Lara, Artaic Group, Owner's Rep

RFP Evaluation Results



- 5 Companies Submitted bid
- 4 Companies were shortlisted and interviewed
- Reference checks on final four
- The selection committed ranked their choices
- Vetted bid documents; compared costs for all four phases

Consultant Recommendation



- Davis Partnership Architects
- Based in Denver, Colorado
- Subconsultant Firms
 - Martin/Martin
 - Bridgers and Paxton
 - AE Design
 - Hydrosystems-KDI
 - Marx| Okubo

Consultant Recommendation



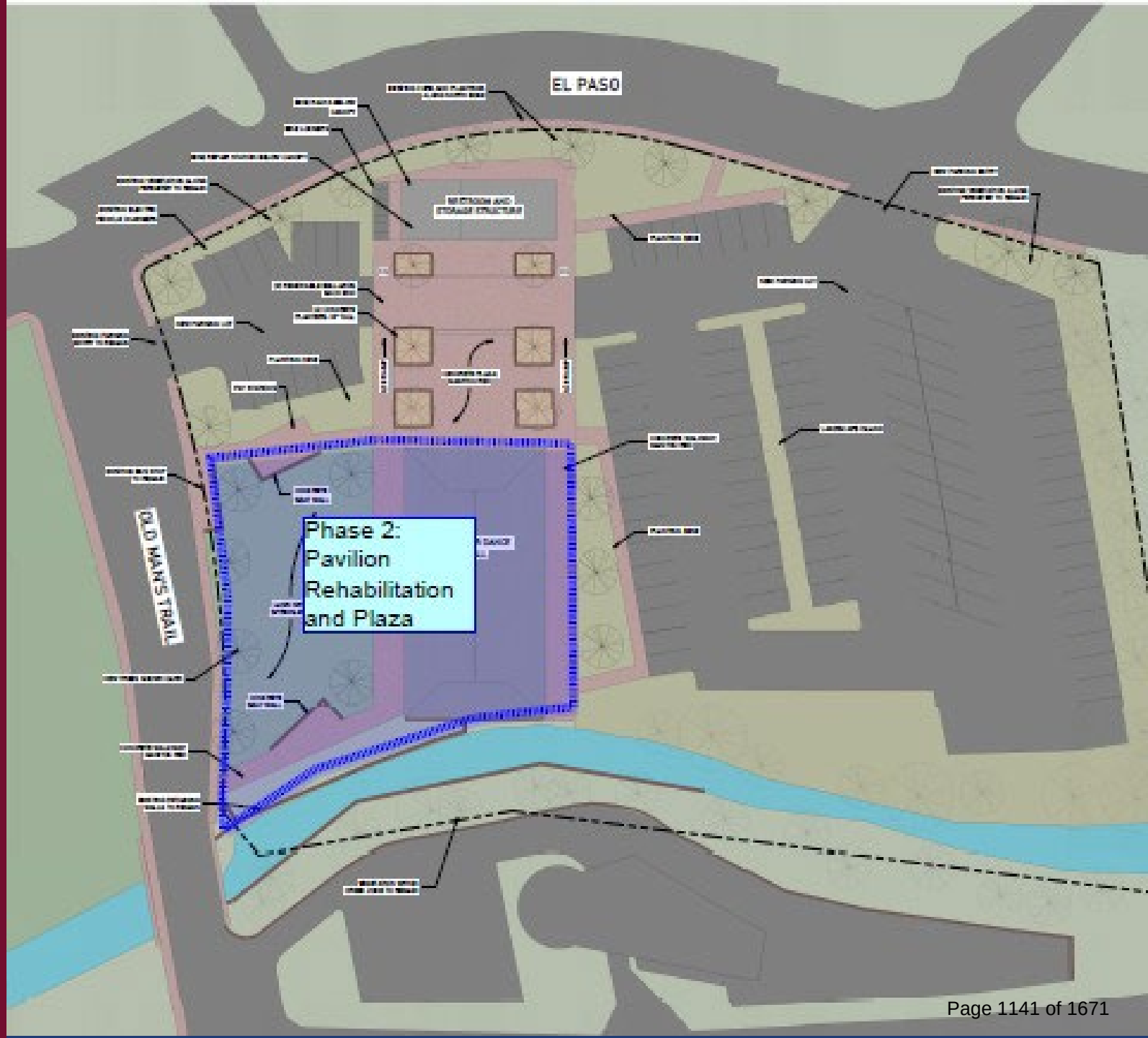
- Phase 2 Professional Services Expertise Included:
 - Architecture
 - Interior Design
 - Landscape Architecture
 - Civil Engineering
 - Floodplain and Hydraulic Engineering
 - Structural Engineering
 - Electrical and Lighting Design
 - IT/Low Voltage Design
 - Irrigation Design
 - Roof Consultant (Historic Dance Hall)



Evaluation Details

- Notes from Evaluation Process:
 - Have built a team of experts that reflect the complexity of our project.
 - Demonstrated their ability to meet schedule requirements
 - Provided clear plan for meeting the project milestones
 - Assigned project team has relevant project experience
 - Demonstrated ability to work collaboratively in a CMGC process to provide their clients with the best value

Phase 2: Historic Dance Hall and Plaza





Phase 2 Contract

- Phase 2 Contract Amount \$245,748
 - Services Included:
 - Schematic Design
 - Design Development
 - Construction Documents
 - Construction Observation
- Contract funded by MACH funds
 - not requesting PPRTA approval



Questions?

On December 3rd, 2024 City Council recommended staff proceed with next steps for Phase 1-4 of the Hiawatha Gardens Project. Due to the size and scope of the project this triggered the need for a Request for Proposals according to Chapter 3.32 of City Code. City Staff conducted the Request for Proposals procurement process. Based on the results of that process, they are recommending the following approach and selected consultant team.

Architectural and Engineering Services Strategy

Procurement for Design Services

In order to ensure the City received the best price and value for consultant services on Hiawatha Gardens and to ensure the design solutions were comprehensive, the decision was made to Request Proposals for all four phases of the project. The four project phases are as follows:

- Phase 1: Restroom and Parking Lot
- Phase 2: Pavilion and Plaza
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

The shortlisted proposals were interviewed and evaluated for their qualifications and ability to provide professional architectural and engineering services for all four phases. The shortlisted teams were also requested to provide fees for all four phases to ensure the costs would be competitive for all four phases.

Separate Contracts for each Phase of Design Services

The Design Services have been broken out separately by project Phase for two reasons.

1. To provide City Council with maximum flexibility to approve or deny each contract individually.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that are eligible for PPRTA funds are:

- Phase 1: Restroom and Parking Lot
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

Phase 1 and Phase 2 Contracts for Schematic Design through Construction Observation.

Phase 1 and 2 are being recommended for contracts from schematic design through construction. This is the recommendation based on the amount of funding that has already been identified for each Phase.

Phase 1 has been identified as fully funded based on cost estimates provided in December 2024. The funding sources identified include PPRTA, Mobility and Parking, and the COG Agreement.

Phase 2 has had partial funding identified through CIP Allocation and MACH funds. Utilizing MACH funds, the design documents could move through design and permitting. City Staff found that on the Carnegie Library Project, we had greater success securing grant funding with Construction Document level design materials. Therefore, we felt this would be the most prudent path to securing the additional funds necessary. Our recent experience securing loans identified the need to have construction documents and a cost estimate to secure a loan. By taking the project through construction documents at this time we would be able to provide City Council with the greatest flexibility around funding the construction costs and give the City the best possible chance to secure grant funding.

Phase 3 and 4 Contracts for Schematic Design Only

Phase 3 and 4 have been recommended for contract through Schematic Design only. This is a result of available funds. We have identified PPRTA funds that can be put towards schematic design. However, there are not enough available PPRTA funds to fully fund Phase 3 and 4 design documentation AND Phase 1's design and construction.

Staff felt that by including Phase 3 and 4 in the schematic design phase the project can still be designed holistically with the full construction of Phase 1-4 in mind while staying within the available project budget.

Pre-Construction Services Strategy

In order to meet the goal of completing parking lot and restroom construction by June 1st 2026, staff with the help of the Artaic Group discussed opportunities to save time in the schedule. The solution that was identified was to run the procurement process for a general contractor concurrently with procurement for design services.

What started out as a solution to save time on the project also offers other advantages that add value to the project and help reduce risk to the City.

Traditional Design Bid Build Approach

In a traditional design process (design-bid-build), the contractor would not be hired until after construction documents are completed. With the traditional approach there is a risk that Construction Bids received could be significantly higher than those reviewed during the design decision making process which could result in the following:

- Cost Overrun for the project budget and need to procure more funds.
- Significant design changes or scope reduction.
- Delayed construction start date due to the need for design changes and additional reviews and resubmittals.

When a contractor is not involved during the design process, we typically hire a consultant to create cost estimates at project milestones. This services can cost between \$6,000 and \$8,000 based on recent contracts for a single cost estimate.

Construction Manager/General Contractor (CM/GC) Method

In this approach, the contractor acts as a consultant during the design process and is brought on to provide Pre-Construction and estimating services. Therefore, the contractor that has provided pricing throughout the design decision making process is also the contractor that will construct the project once construction documents and permitting are complete. This approach offers the following advantages to the City:

- The benefits of constructability and pricing feedback as design options are being considered.
- Cost Estimates that are based on feedback from trade subcontractors' current costs and not based on past bids. This is critical in the current economic climate with tariffs.
- Identify risks early in the process so that the design can be adjusted
- Means and Methods expertise is provided allowing the design to be tweaked to be cost effective while maintaining design intent.

Separate Contracts for each Phase of Design Services

The Design Services have been broken into two contracts for two reasons.

1. To provide City Council with the flexibility to approve either contract independently.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that is eligible for PPRTA funds is Phase 1, 3 and 4: Restroom and Parking Lot (Lump Sum). This is a lump sum contract. The City originally requested Fransen Pittman

provide pre-construction services for just Phase 1 and 2 in the original contract. When we asked Fransen Pittman to add cost estimates for Phase 3 and 4 at the schematic design phase. they did not increase their lump sum cost, assuming those two estimates are performed within the six-month pre-construction period in parallel with Phase 1 cost estimates and services.

Conclusion

Based on our professional expertise, we recommend the above approach. Staff feels that this approach helps reduce the City's risk while creating the most collaborative dynamic between all parties involved which will result in the best project value for the City.



Memorandum

Title: Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 3 (Old Mans Trail and Vehicular Bridge)

From: Erin Ringsred, Planner and Landscape Architect II

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

May 6, 2025

Purpose:

Finalize contract with the Davis Partnership team that authorizes the contract to provide schematic design services only for Hiawatha Gardens Phase 3 (Old Mans Trail and Vehicular Bridge). Design services include the preparation of Schematic Design Drawings Only.

Background:

Supplemental Information regarding the overall strategy for items F4, F5, F6, F7, F8, and F9 will be uploaded on Monday May 5th. Due to time constraints and the need to meet PPRTA deadlines it could not be ready by May 2nd, 2025.

On February 18, 2025, staff published a Request for Proposals for comprehensive design services for Phases 1 through 4 of the Hiawatha Gardens project based on the alternatives selected by City Council on December 3, 2024.

Proposals were submitted on March 17, 2025. Proposals were reviewed by the selection committee and scored in accordance with the scoring criteria outlined in the Request for Proposals. The City received five proposals, and four teams were shortlisted for interviews by the selection committee. Interviews were conducted on April 3, 2025. The selection committee unanimously selected the Davis Partnership Team to perform the design services based on their qualifications scores and interview performance scores.

The Vehicular Bridge has been identified as a separate phase. Funding for construction costs has not been identified and cost exploration is in a preliminary phase.

Tree Removal:

A minimum of 20 trees are anticipated as needing removal as part of Phase 3 at this time. In collaboration with the Design Team, General Contractor and City Staff, the



extent of disturbance of the proposed improvements will be evaluated during the Schematic Design phase. If there are any changes in tree removal recommendations, City Council will be promptly notified.

CDOT Coordination:

In November 2024, CDOT provided initial feedback on the vehicular bridge proposal. A vehicular bridge was discussed with CDOT, as the addition of a vehicular bridge would impact Manitou Avenue, a state highway. No final approvals have been issued at this time and additional study is required in order to confirm its feasibility. CDOT has stated that they would require at a minimum the following:

- Complete Closure of Old Mans Trail
- There would not be a four-way stop at Manitou Avenue, El Paso Boulevard, and Deer Path.
- Adjustments to the turn lane and adjacent curb cuts with a traffic study to confirm

Pros and Cons:

Pros: The proposed design services contract will allow Phase 3 to move through schematic design simultaneously with Phase 1 and 2. This would be helpful in determining project costs for Phase 3 as well as the preferred aesthetic and design. Preliminary cost estimates for the vehicular bridge did not include improvements to Old Mans Trail and did not anticipate a specific design aesthetic for the bridge. Moving through schematic design will allow the City Council to confirm the design aesthetic and programming requirements for the vehicular bridge and Old Mans Trail.

Cons: If postponed, the project will lose efficiency in time and cost that result from Phase 3 being designed to a schematic design level with Phase 1 and 2 being designed, documented and estimated together.

Fiscal Impact:

The cost for Schematic Design for Phase 3 (Vehicular Bridge and Old Mans Trail) is \$37,023. This includes reimbursable expenses and is not to exceed. The Design Service costs are intended to be paid by PPRTA 26-499-732 project funds.

The rough order of magnitude for the Phase 3 Vehicular Bridge is \$829,689. This does not include improvements to Old Mans Trail; this will be added as part of the Schematic Design Phase. This rough order of magnitude total also does not include cost escalations, design fees, construction material testing, or owners' representative fees.



Workload Impact:

City staff and consultants will manage the design and construction process, which will include managing the construction, communications, and quality control inspections plus invoicing.

Recommended Action:

Approve the AIA Contract with Davis Partnership through approval of the consent calendar.



AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 1st day of May in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

and the Architect:
(Name, legal status, address, and other information)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

for the following Project:
(Name, location, and detailed description)

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

The Construction Manager (if known):
(Name, legal status, address, and other information)

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1181707311)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 3 Vehicular Bridge and Old Man's Trail Closure** – raise the profile of Old Man's Trail to provide sufficient cover over the floodplain culverts and prevent overtopping. Schematic Design only, to allow for cost estimating.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

/

Schematic Design - Start Date May 5th, 2025

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

NA

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

PPRTA Representative, TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

Init.

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User Notes:

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- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Fransen Pittman Construction

- .2 Land Surveyor:

- .3 Geotechnical Engineer:

TBD

- .4 Civil Engineer:

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Construction Material Testing - TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555
justin.dipietro@davispartnership.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Martin/Martin

.2 Mechanical Engineer:

Bridgers & Paxton

.3 Electrical Engineer:

A/E Design

.4 Other consultants and contractors:

(List any other consultants and contractors retained by the Architect.)

IT/Low Voltage: AE Design

Irrigation Design: Hydrosystems-KDI

Roof Consultant: Marx | Okubo

Civil Engineer: Martin/Martin

Traffic Engineer: Galloway

§ 1.1.12.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 [Not Used]

§ 1.3.1 [Not Used]

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall design the Project to comply with all applicable Federal and State laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents; this includes, but is not limited to, the Americans with Disabilities Act ("ADA") and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with the above standard of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.2 The Architect shall pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.3 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state licensure), authority, personnel and working capital to complete the services required hereunder. The Architect represents that it has visited the site for the Project, familiarized itself with the conditions under which the services required hereunder are to be provided, and, represents that it will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.4 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall assist the Owner in defending any claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million dollars (\$ 1,000,000) for each occurrence and Two Million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than

the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million dollars (\$ 1,000,000) per claim and Two Million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

§ 2.6.9 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates one (1) year after the Architect issues the Certificate of Substantial Completion, which ends the Contractor's construction warranty period.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy

and/or completeness of such Shop Drawings and other submittals. The Architect shall take appropriate action if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after Substantial Completion and the issuance of a Certificate of Occupancy and prior to the expiration of any one (1)-year Contractor's or manufacturer's warranties, the Architect shall re-examine the Project and report to the Owner the status of the Contractor's completion or any observed deficiencies in workmanship or materials relative to the final inspection "Punch List" and all warranted work. The occurrence of such meeting alone shall not change the Substantial Completion date. Such meeting and the Architect's report shall be completed to allow appropriate time for the Owner to, if necessary, make warranty claims prior to the expiration of the one (1)-year warranty period.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Owner/Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Owner (As-Designed Only)
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Owner
§ 4.1.1.13 Cost estimating	Owner
§ 4.1.1.14 On-site project representation	Owner/Architect
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Owner
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Owner
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Architect
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Owner/Architect
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; except as defined in Architect's Fee Proposal dated April 3, 2025;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

Determination of Construction Phases Services to be established after Schematic Design and cost estimate by Construction Manager. Construction Administration Phase to be approved at a later date.

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion; including (1) one site visit for an 11-month warranty walk prior to expiration of 1-year warranty.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, for Schematic Design Services, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with the Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.2.7 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the cost of any and all such services,

on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect believes is not being rendered in a timely manner.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 [Not Used]

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This Section 5.12 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect, or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings, and other services rendered by the Architect and the Architect shall, without additional compensation, promptly remedy and correct any error, omissions, or other deficiencies in Architects work product that the Architect is determined to be responsible.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 [Not Used]

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications in the Construction Documents Phase as defined under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein

to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the fullest extent permitted by law, Architect shall indemnify and hold the Owner harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

- (a) the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or
- (b) Architect's breach of this Agreement.

except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.

This indemnity provision is to be interpreted to require Architect to indemnify and hold the Owner harmless but only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section.. This Section 8.1.3 shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section 8.1.3 are performed.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. The parties shall agree upon a mediator. If one of the parties refuses to mediate or if the parties are unable to agree upon a mediator, the Chief Judge of the Third Judicial District shall appoint a mediator. The costs of the mediator shall be shared equally by the parties and any attorney fees incurred by either party shall be the responsibility of the party engaging the attorney.

§ 8.2.2 Intentionally deleted.

§ 8.2.3 Intentionally deleted.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Init.

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner for convenience and without cause upon fifteen (15) days written notice to Architect. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Intentionally deleted.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees

to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such hazardous material or toxic substance within the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. In addition, the Architect shall not use any photos containing students without completion of the appropriate consent forms provided by the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 If the Architect or Owner receives information specifically designated as "confidential", the receiving party shall keep such information confidential and shall not disclose it to any other person except as required by law. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project. The Architect acknowledges and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. This Section 10.8 shall survive the termination of this Agreement.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Owner irrevocably assigns to the Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. The Owner shall cooperate with the Architect to establish Architect's eligibility for these federal tax credits. The Architect shall be responsible for the costs of the independent third-party energy study and certification.

§ 10.11 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.12 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. The Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from the Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, the Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from the Architect's failure to comply with all applicable laws or regulations.

§ 10.15 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.16 Pursuant to Section §24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Weld County School District RE-3J for the services required of the Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by the Architect, which work causes the aggregate amount payable under this Agreement to the Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). The Owner shall reimburse the Architect on a periodic basis as provided in this Agreement for all additional directed work performed by the Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to the Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

(Paragraphs deleted)

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(Paragraph deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Per Davis Partnership fee workbooks & hourly rates

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are included in the compensation for Basic, Supplemental, and Additional Services and shall include only expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Mileage based on Federal rates in connection with the project and Owner requested out-of-town travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6

(Paragraphs deleted)

If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .10 Other similar Project-related expenditures.

(Paragraph deleted)

§

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

(Paragraph deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this Agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.

§ 12.2 All Architect statements, billings, and invoices for Basic Services, including, but not limited to the Supplemental Services, Additional Services, and Reimbursable Expenses shall be in such form as may be prescribed by the Owner and the State of Colorado.

§ 12.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

§ 12.4 No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement.

§ 12.5 If any provisions of this Agreement are finally determined to be invalid by a court of competent jurisdiction in which it may be sought to be enforced, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

§ 12.6 The Architect, its employees, agents, and subconsultants shall abide by all applicable laws and by all the Owner's policies and procedures while on the Owner's property, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's website for information on the Owner's policies.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 :

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

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Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks,
Hourly Rates & Design Schedule, dated April 3, 2025

- 4** Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

David Daniel,, Principal in Charge

(Printed name, title, and license number, if required)

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PAGE 1

AGREEMENT made as of the 1st day of May in the year 2025

...

(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

...

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

...

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

...

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

PAGE 2

Per Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- Phase 3 Vehicular Bridge and Old Man's Trail Closure – raise the profile of Old Man's Trail to provide sufficient cover over the floodplain culverts and prevent overtopping. Schematic Design only, to allow for cost estimating.

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1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado.

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TBD
PAGE 3

Schematic Design - Start Date May 5th, 2025

...

TBD

...

TBD

...

TBD

...

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

NA

...

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

...

PPRTA Representative, TBD

PAGE 4

Fransen Pittman Construction

...

TBD

...

Construction Material Testing - TBD

...

Justin Dipietro

Davis Partnership Architects

2901 Blake St, Suite 100

Denver, CO 80205

(303) 861-8555

justin.dipietro@davispartnership.com

...

Martin/Martin

PAGE 5

Bridgers & Paxton

...

A/E Design

...

.4 Other consultants and contractors:

(List any other consultants and contractors retained by the Architect.)

IT/Low Voltage: AE Design

Irrigation Design: Hydrosystems-KDI

Roof Consultant: Marx | Okubo

Civil Engineer: Martin/Martin

Traffic Engineer: Galloway

...

TBD

...

§ 1.3 ~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~[Not Used]

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~[Not Used]

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§ 2.2.1 The Architect shall design the Project to comply with all applicable Federal and State laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents; this includes, but is not limited to, the Americans with Disabilities Act ("ADA") and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with the above standard of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.2 The Architect shall pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.3 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state licensure), authority, personnel and working capital to complete the services required hereunder. The Architect represents that it has visited the site for the Project, familiarized itself with the conditions under which the services required hereunder are to be provided, and, represents that it will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.4 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall assist the Owner in defending any claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants.

...

§ 2.5 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million dollars (\$ 1,000,000) for each occurrence and Two Million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 7

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million dollars (\$ 1,000,000) per claim and Two Million dollars (\$ 2,000,000) in the aggregate.

...

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

§ 2.6.9 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

PAGE 8

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price ~~proposal or Control Estimate, proposal.~~ The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price ~~Amendment or Control Estimate, Amendment.~~

PAGE 10

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~the Owner's approval of the Construction Manager's Control Estimate,~~ or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates ~~on the date the Architect issues the final Certificate for Payment, one (1) year after the Architect issues the Certificate of Substantial Completion, which ends the Contractor's construction warranty period.~~

PAGE 11

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that

the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

...

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy and/or completeness of such Shop Drawings and other submittals. The Architect shall take appropriate action if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.6.6.5 Upon request of the Owner, As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after Substantial Completion and the issuance of a Certificate of Occupancy and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. any one (1)-year Contractor's or manufacturer's warranties, the Architect shall re-examine the Project and report to the Owner the status of the Contractor's completion or any observed deficiencies in workmanship or materials relative to the final inspection "Punch List" and all warrantied work. The occurrence of such meeting alone shall not change the Substantial Completion date. Such meeting and the Architect's report shall be completed to allow appropriate time for the Owner to, if necessary, make warranty claims prior to the expiration of the one (1)-year warranty period.

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§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2	Programming	<u>Owner/Architect</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	<u>Architect</u>
§ 4.1.1.5	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Owner (As-Designed Only)</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Owner</u>
§ 4.1.1.13	Cost estimating	<u>Owner</u>
§ 4.1.1.14	On-site project representation	<u>Owner/Architect</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Owner</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Owner</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Owner</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Architect</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Owner/Architect</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

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- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; except as defined in Architect's Fee Proposal dated April 3, 2025;

PAGE 15

- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price ~~Amendment or Control Estimate;~~ Amendment; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price ~~Amendment or Control Estimate.~~ Amendment.

...

Determination of Construction Phases Services to be established after Schematic Design and cost estimate by Construction Manager. Construction Administration Phase to be approved at a later date.

...

- .4 One (1) inspections for any portion of the Work to determine final completion; including (1) one site visit for an 11-month warranty walk prior to expiration of 1-year warranty.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60~~sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, for Schematic Design Services, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with the Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.2.7 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the cost of any and all such services, on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect believes is not being rendered in a timely manner.

...

§ 5.8 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™ – 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~[Not Used]

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§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This Section 5.12 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect, or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings, and other services rendered by the Architect and the Architect shall, without additional compensation, promptly remedy and correct any error, omissions, or other deficiencies in Architects work product that the Architect is determined to be responsible.

...

§ 5.16 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~[Not Used]

...

~~§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

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§ 6.7 After incorporation of modifications in the Construction Documents Phase as defined under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

PAGE 19

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

~~§ 8.1.3 The To the fullest extent permitted by law, Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:~~

- ~~(a) the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or~~
- ~~(b) Architect's breach of this Agreement.~~

~~except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.~~

~~This indemnity provision is to be interpreted to require Architect to indemnify and hold the Owner harmless but only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section.. This Section 8.1.3 shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section 8.1.3 are performed.~~

...

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution litigation.~~ The parties shall agree upon a mediator. If one of the parties refuses to mediate or if the parties are unable to agree upon a mediator, the Chief Judge of the Third Judicial District shall appoint a mediator. The costs of the mediator shall

be shared equally by the parties and any attorney fees incurred by either party shall be the responsibility of the party engaging the attorney.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Intentionally deleted.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Intentionally deleted.

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[X] Litigation in a court of competent jurisdiction

...

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project,~~ Project for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ~~90 cumulative ninety~~ (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner for convenience and without cause upon fifteen (15) days written notice to Architect. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than seven-fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: Intentionally deleted.
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

...

§ 9.10 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

...

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such hazardous material or toxic substance within the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. In addition, the Architect shall not use any photos containing students without completion of the appropriate consent forms provided by the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

...

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. If the Architect or Owner receives information specifically designated as "confidential", the receiving party shall keep such information confidential and shall not disclose it to any other person except as required by law. The receiving party may also disclose such information to its

employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, ~~provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~Project. The Architect acknowledges and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. This Section 10.8 shall survive the termination of this Agreement.

...

§ 10.10 The Owner irrevocably assigns to the Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. The Owner shall cooperate with the Architect to establish Architect's eligibility for these federal tax credits. The Architect shall be responsible for the costs of the independent third-party energy study and certification.

§ 10.11 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.12 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. The Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from the Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, the Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from the Architect's failure to comply with all applicable laws or regulations.

§ 10.15 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.16 Pursuant to Section §24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Weld County School District RE-3J for the services required of the

Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by the Architect, which work causes the aggregate amount payable under this Agreement to the Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). The Owner shall reimburse the Architect on a periodic basis as provided in this Agreement for all additional directed work performed by the Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to the Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

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Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

~~.2~~ — ~~Percentage Basis~~
~~(Insert percentage value)~~

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, Phase 3 – Schematic Design & Pricing of such by Contractor~~

~~.3~~ — ~~Other~~
~~(Describe the method of compensation)~~

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Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be ~~the amount invoiced to the Architect plus~~ percent (~~—~~ %), or as follows:

...

Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Per Davis Partnership fee workbooks & hourly rates

Schematic Design Phase	percent—	(	%)
Design Development Phase	percent—	(	%)
Construction Documents Phase	percent—	(	%)
Construction Phase	percent—	(	%)
Total Basic Compensation	one hundred	percent—	(100 %)

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Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

...

§ 11.8.1 Reimbursable Expenses are ~~in addition to~~ included in the compensation for Basic, Supplemental, and Additional Services and shall include only expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1 Transportation and authorized out-of-town travel and subsistence; Mileage based on Federal rates in connection with the project and Owner requested out-of-town travel;~~

...

- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
~~.9 .7 All taxes levied on professional services and on reimbursable expenses;~~
~~.10 .8 Site office expenses;~~
~~.11 .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
~~.12 .10 Other similar Project-related expenditures.~~

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus — percent (— %) of the expenses incurred.~~

~~§~~

...

~~§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

~~§~~

~~§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%~~

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~~§ 12.1 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this Agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.~~

~~§ 12.2 All Architect statements, billings, and invoices for Basic Services, including, but not limited to the Supplemental Services, Additional Services, and Reimbursable Expenses shall be in such form as may be prescribed by the Owner and the State of Colorado.~~

§ 12.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

§ 12.4 No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement.

§ 12.5 If any provisions of this Agreement are finally determined to be invalid by a court of competent jurisdiction in which it may be sought to be enforced, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

§ 12.6 The Architect, its employees, agents, and subconsultants shall abide by all applicable laws and by all the Owner's policies and procedures while on the Owner's property, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's website for information on the Owner's policies.

...

.2 Building Information Modeling Exhibit, if completed::

...

[] ~~AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)~~

[**X**] Other Exhibits incorporated into this Agreement:

...

Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

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David Daniel,, Principal in Charge

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:01:27 ET on 05/02/2025 under Order No. 2114477295 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



REQUEST FOR PROPOSALS (RFP)

RFP 2025-005

CITY OF MANITOU SPRINGS

Architectural and Engineering Design Services for: Hiawatha Gardens Restoration and Design

**Published
February 18, 2025**

**606 Manitou Avenue
Manitou Springs, CO 80829**

Request for Proposals: RFP 2025-005

City Contact: Erin Ringsred, Planner and Project Manager

Email: eringsred@manitouspringsco.gov

Invitation

The City of Manitou Springs (the City) (Owner) hereby invites qualified firm(s) interested in providing Architectural Services to submit a response to this Request for Qualifications and Proposal (RFP) in support of the following project:

- Phases 1 & 2:
 - Phase 1 includes building a new restroom structure, a concrete plaza, and a new parking lot with various site improvements.
 - Phase 2 includes the restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain.
 - Design process to begin in April 2025 and anticipate permit drawings to be completed by end of year 2025.
- Phases 3 & 4:
 - Phase 3 includes a new vehicular bridge in conjunction with the closure of Old Man's Trail.
 - Phase 4 includes the renovation of the existing Chase bank building into public restrooms and the creation of a transportation hub including repair/replacement of the existing parking lot to work with new site circulation.
 - Design process to begin in April 2025 and anticipate Schematic Design drawings to be provided by end of summer 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.

The Owner proposes to retain a highly qualified, capable firm(s) to act as the Architect throughout the planning, design, and construction of the complete project. The Architect and subconsultants will be expected to collaborate in a transparent and efficient manner with the City's Owner's Representative, Artaic Group.

All official communication with Candidates and questions regarding this RFP will be via email to the City Project Manager and Owners Representative at the delivery addresses listed below.

All Candidate inquiries will be responded to collectively prior to the "Clarification Deadline" in the schedule noted below. A clarification with replies to all questions will be emailed to all Candidates who have requested the RFP documents. Under no circumstances should candidates contact current consultant team members, or any individual associated with the Owner regarding this RFP or this project.

Schedule of Events

1. **RFP PUBLISHED:** February 18, 2025
2. **PRE-PROPOSAL SITE VISIT:** February 25, 2025 at 11am (MT)
3. **DEADLINE FOR QUESTIONS:** February 28, 2025 4:00 P.M.
4. **FINAL ADDENDUM ISSUED:** March 6, 2025 5:00 P.M.
5. **RFP SUBMITTAL DEADLINE:** March 17, 2025 4:00 P.M. (via electronic submittal)
6. **SHORT-LISTED CANDIDATES NOTIFIED OF INTERVIEW:** March 21, 2025
7. **INTERVIEWS:** March 27, 2025
8. **CANDIDATE NOTIFIED OF SELECTION:** No Later than April 2nd 2025
9. **PROJECT Estimated SUBSTANTIAL COMPLETION:** Estimated Construction for Phase 1 begins October 2025 and is completed by March 2026

Pre-Proposal Site Visti:

A pre-proposal conference will be held on date and time identified above, at the City of Manitou Springs Hiawatha Gardens, 10 Old Man's Trail, Manitou Springs, CO 80829. The purpose of this pre-proposal conference is to discuss this Request for Proposals.

Questions Criterion/Submittal Requirements:

The City will only accept questions emailed to the City Contact(s). **No verbal questions or questions through any other means other than email will be accepted.** Emails containing questions must contain the RFP Title and RFP Number in the Subject line.

Proposal Criterion/Submittal Requirements:

Proposals must be received no later than RFP Submittal Deadline and time identified above. *(Proposals received after this date and time will NOT be considered for award.)*

A signed Attachment A – Proposal Acknowledgement Form – must be included with submitted proposals.

The City will only accept proposals EMAILED to the City Contact(s). Emails containing proposals, or link to proposal, must contain the RFP Title and RFP Number in the Subject line. The body of the email must contain:

COMPANY NAME

RFP TITLE

RFP NUMBER

DUE DATE AND TIME

LINK TO PROPOSAL (if size of proposal exceeds email limitations).

Deliver responses via email to:

Ms. Erin Ringsred, Planner

Deliver 1 electronic copy (PDF Format) via email to: Erin Ringsred, City Project Manager via email – eringsred@manitouspringsco.gov via email with a cc: to Lily.Brunk@artaicgroup.com (Owners Representative)

BACKGROUND AND HISTORY

Manitou Springs was founded in 1872 by Englishman Dr. William Bell and his business partner General William Palmer as a scenic health resort. The town was incorporated in 1876 and is now a home rule city of approximately 5,000 residents.

“Manitou,” a Native American word for “great spirit,” describes this beautiful mountain community. Eight naturally carbonated mineral spring fountains, located throughout this historic town, run free for all who wish to enjoy their healing benefits. The Ute, Cheyenne and other Native Americans considered this area sacred for its healing springs and clean mountain air.

The naturally occurring mineral springs have a rich history of giving and restoring health to people who traveled thousands of miles to be healed by the magical waters. Today, health and wellness continues to be a draw for residents and visitors who come to the area for its unparalleled quality of life and holistic, spiritually uplifting personality.

Manitou Springs is also a vibrant artisan community, home to world class art, music, theater, and sidewalk sculpture displays. The Historic District is lined with unique art galleries, one of a kind gift shops and trading posts with handcrafted Native American treasures. Manitou Springs is home to dozens of artists and art galleries. The City’s economy is primarily tourism-based, and also relies on recreation and leisure services. The community has a range of boards and commissions that help to plan for and implement key community projects and facilities.

The City is approximately 3.2 square miles in area, with over 150 historic structures, including 27 historic arch bridges. Many homes are over 100-years old, and the approximately 30 miles of streets serving these residences are often narrow and steep.

The Hiawatha Gardens complex is a historically significant structure that is in close proximity to the center of the city. The City purchased the property known as Hiawatha Gardens in 2016; the property contains a large area for parking and historic structures, part of which date to before 1900, which has had various uses over the years. The City has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way.

For additional information you are encouraged to visit our website at <https://www.manitouspringsco.gov/412/Hiawatha-Gardens>

PROJECT DESCRIPTION

The City of Manitou Springs is seeking proposals from qualified companies for this project. Hiawatha Gardens is located at 10 Old Man’s Trail in Manitou Springs. Due to the procurement guidelines for the City, this proposal includes the full scope for all project phases. Fees for the full scope will be requested as part of the interview process; however, the overall timing will follow the below project phasing.

Phases 1 & 2:

- **Phase 1 Restroom and Parking Lot** – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise

requirement; construction of a new restroom structure outside of the floodplain; and creation of a plaza between the existing historic dance hall and new restroom structure.

- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.
- Design process to begin in April 2025 and anticipate permit drawings to be completed by October 2025 for Phase 1.

Phases 3 & 4:

- **Phase 3 Vehicular Bridge and Old Man's Trail Closure** – design and permitting of a vehicular bridge over fountain creek on the east side of 487 El Paso Boulevard and 466 Manitou Avenue. Closure of Old Man's Trail and integration into adjacent properties.
- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from Manitou Ave; new vehicular bridge in conjunction with closure of Old Man's Trail; new pedestrian bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site.
- Design process to begin in April 2025 and anticipate Schematic Design drawings to be provided by end of summer 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.

Work completed to date includes:

- Various community events and information sessions over the years as the City developed Concept Designs for the site, restroom amenities, and the future of the old dance hall.
- Architectural concept design drawings and a narrative have been completed along with conceptual engineering recommendations and narratives. All documents are included in the Exhibits noted below.

Supporting Documents

Exhibits associated with this RFP:

- Exhibit A – Hiawatha Gardens and Chase Bank Phasing Map
- Exhibit B – Hiawatha Gardens Concept Design Drawings
- Exhibit C – Hiawatha Gardens Concept Narrative
- Exhibit D – Hiawatha Gardens Concept Floodplain, Site Drainage, and Grading
- Exhibit E – Hiawatha Gardens Concept Structural Design Narrative
- Exhibit F – Hiawatha Gardens Concept Electrical Design Narrative
- Exhibit G – Hiawatha Gardens Concept Mechanical Design Narrative
- Exhibit H – Hiawatha Gardens Ecological Characterization Study
- Exhibit I – Chase Bank Site Concept Drawings
- Exhibit J – Hiawatha Gardens and Chase Bank Preliminary Schedule

COMPANY SELECTION / QUALIFICATIONS

1. Selection of company will be based on the submitted proposal.

2. This is a qualifications-based selection process. Qualifications-Based Selection is a procurement process developed as a process for public agencies to use for the selection of architectural, engineering, and construction services for public construction projects. It is a competitive contract procurement process whereby consulting firms or contractors submit qualifications to a procuring entity who evaluates and selects the most qualified company, and then negotiates the project scope of work, schedule, budget, and fees.
3. Evaluation and Award are discussed herein, and the successful company should be aware that:
 - a. The successful team will demonstrate significant experience with similar projects.
 - b. Preference will be given to local teams (Colorado presence and experience preferred.)
4. The awarded company shall:
 - a. Enter into a contract with the City using the City's standard Services Agreement
 - b. Maintain required insurance coverage for the duration of the contract period as outlined in the contract.
 - c. Operate as an independent company and will not be considered employee(s) of the City of Manitou Springs.
 - d. Be paid on invoices as satisfactory work is completed.

ANTICIPATED SCOPE OF SERVICES

The A/E Scope of Work will generally consist of the requirements in the AIA B133-2014 contract and the following:

All scope of work shall be completed in a collaborative and transparent manner. The Candidate should expect to attend occasional City Council Meetings and Design Advisory Group (DAG) Meetings, which may include evenings outside of normal business hours.

At all phases of design, the design team is expected to develop a list and design add alternates for the project for the Owner to review and make decisions if the alternates will be incorporated into the project.

It is expected the Candidate will provide the following sub consultants at a minimum for this project:

- Architecture
- Civil Engineering
- Structural Engineering
- MEP Engineering
- Fire Protection Design
- Lighting Design
- IT/Low Voltage Design
- Interior Design
- Roof Consultant
- Landscape Architect
- Irrigation Design

The Schematic Design, Design Development and Construction Document phases for the project shall be accompanied by progressively refined estimates of probable construction cost. Upon completion of each phase, the designer shall seek Owner authorization before proceeding to the next phase.

1. Schematic Design (SD)

Consisting of SD drawings, outline specifications and other documents illustrating the scale and relationship of Project components. Schematic Design should include the evaluation of systems for the project, including the ability of the Owner and their staff to operate and maintain the facilities considering any High Performance Design components. The Candidate will present SD documents to the DAG and Owner's Executive Committee for review and refinement. The Candidate will provide informational material for the public to view. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the facilities to refine the designs. SD documents shall be provided to the CM/GC to prepare construction cost estimates, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimates.

2. Design Development (DD)

Consisting of DD drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to site, architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. Continuing review of High Performance design ideas and operation and maintenance by the Owner.

DD documents shall be provided to the CM/GC to update the construction cost estimate, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimate. The project must be within the available budget in order for the project to move into Construction Documents.

The Design Advisory Group may still be meeting through the first half of Design Development. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the building to refine the design during Design Development. At completion of Design Development, the Candidate shall lead a community meeting to provide a progress update.

3. Construction Documents (CD)

Consisting of CD drawings and specifications setting forth in detail the requirements for the construction of the Project. These shall include a complete set of architectural, civil, site development, structural, mechanical, and electrical drawings including low voltage systems and I.T., any other information necessary for the design of the projects.

The Candidate will assist the CM/GC in preparation of a written report summarizing the construction cost estimates through the completion of this phase of work. After working on the construction documents, the Candidate will prepare a presentation of the Final Designs for the DAGs, Executive Committee and City Council and prepare informational presentation materials for the public with the Owner's Representative.

4. Bidding Phase and Construction Kick Off

The Candidate will assist the CM/GC in obtaining bids by rendering interpretations and clarifications of the drawings and specifications in appropriate written form. The Candidate shall assist the CM/GC in conducting mandatory pre-bidding conferences with all principal bidders, if requested.

5. Construction Administration

The Candidate must attend construction meetings no less than bi-weekly and as needed based on the stage of construction and will assist the CM/GC in administration of the project by reviewing and timely return of submittal and shop drawings, providing observation during construction, and providing project documentation in the form of supplemental instructions, requests for information, change orders, etc.

The Candidate and its consultants will regularly monitor the progress and performance of the General Contractor and give notice and recommend courses of action to the Owner if the contractual requirements are not being fulfilled. The Candidate will develop and maintain project files to include a record copy of all drawings, specifications, addenda, change orders and drawing modifications, shop drawings and product data. The Candidate will review applications for progress payments and final payments, and all documents in support of such applications and make the appropriate recommendations to the Owner. The Candidate will review all scope changes proposed by the Contractor and make recommendations regarding feasibility and costs. Construction Administration to continue through punch-list, move-in, and commissioning procedures.

6. Close Out and Warranty

The Candidate shall coordinate and attend all punch list inspections to verify that the project is substantially complete in accordance with the contract documents. The Candidate shall prepare “as-built” and record drawings and participate in final project debriefing meetings as may be scheduled by the Owner. The Candidate and its consultants shall attend an 11-month warranty walk as required by the Owner.

Project Team Members

The Owner intends to hire, or has already selected, the following professionals for the project team:

- Owner’s Representative - Artaic Group
- Architect – TBD
- General Contractor – TBD
- Commissioning Agent – TBD
- Geotechnical Engineer & Construction Material Testing – TBD
- Environmental Engineer – TBD

Submittal Requirements and Checklist

Submittals shall respond to each item noted below. Please limit response information to relevant information only.

1. Cover Letter / Letter of Interest

2. Firm Information

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing project
- Location of main office, if different, and size of staff
- Location of any proposed associate architect and size of staff
- Information on any claims or lawsuits your firm has had in the past 10 years.

3. Availability of Proposed Team

- Provide an organizational chart for your proposed team, including roles and responsibilities for each team member.
- Provide resumes for all key team members.
- Please note proposed key team members are expected to be involved throughout the life of the project and may not be changed without written authorization from the Owner.
- Provide your current availability per team member, based on current and planned workload.
 - o A sample table would look similar to the following and should be based on a % of full time (40 hours per week) at each stage of design outlined in Section C:

Team Member, Role	Concept	SD	DD	CD	CA
Jane Doe, Principal	25%	25%	10%	5%	0%
John Doe, Project Architect	30%	50%	50%	50%	25%
Etc.	X%	X%	X%	X%	X%

4. Similar Project Experience

- Provide project profiles for up to five similar projects in progress or completed by your firm, that the proposed project team has DIRECT involvement with in the last 10 years. Please include the following:
 - o Project Description
 - o Approximate Project Cost(s)
 - o Owner, Architect, & GC Information
 - o Indicate delivery method: Design-Build, CM/GC, Design-Bid-Build
 - o Relevance of the project
 - o Project Timeline

5. Project Approach

- i. Provide detailed information about what makes your approach unique and best suited for this project.
- ii. Describe your public engagement approach and demonstrate understanding of the City's Culture of Engagement
- iii. Describe how the design work will be completed for the Phase 1 improvements by October 2025 so that the City is able to meet our grant timelines.
- iv. Describe your experience with Vehicular Bridge design and highlight any challenges we should be aware of.
- v. Describe how your firm promotes a collaborative approach within a CM/GC delivery method?
- vi. How do you approach project challenges such as the potential for being over budget, over schedule and still ensure the quality of the finished project.
- vii. Describe your approach to sustainability in stormwater management, specifically as it relates to parking lots.

6. References

Provide up to five (5) references from projects completed or began within the past 5 years by your firm with contact information, along with a project description. Identify in the reference list which projects the proposed A/E team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal.

Evaluation Criteria

All proposals submitted in response to this RFP will be evaluated by a committee of City representatives, in accordance with the criteria described below. Offeror's proposals will be evaluated on the criteria listed below. Total scores will be tabulated, and the offeror with the proposal that is deemed to be the most advantageous to the City will be selected. If the City requests presentations by short-listed Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, Offerors should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows:

SUBMITTAL SECTION	POINTS
COVER LETTER	5 Points
FIRM INFORMATION	10 Points
AVAILABILITY OF PROPOSED TEAM	25 Points
SIMILAR PROJECT EXPERIENCE	25 Points
PROJECT APPROACH	25 Points
REFERENCES	10 Points
TOTAL	100 Points

Shortlist and Interviews

From the scoring results, the Executive Committee will shortlist 3 firms to invite to an in-person interview. The interview format will include an initial session/presentation prepared by the Architect and time for Q&A. Interviews will be 60-75 minutes. Fees and contract comments will be requested in advance of the interviews. Fees will be reviewed for all short-listed firms and will be a portion of the scoring matrix for final selection.

The proposed contract, fee/proposal request, and more detailed interview format information will be provided to the short-listed Architects.

Determination of Responsibility of the Offeror

The City awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror. A "Responsible Offeror" is defined by this proposal as one who has "the capability in all respects to perform fully the contract requirements, presents, perseverance, experience, integrity, reliability, capabilities, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an Offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

A selection committee comprised of City staff shall evaluate the proposals based on the criteria and weight given to each as set forth in the table below. Submitted proposals will be judged on the completeness and quality of its content. If necessary, based on the evaluations, a select number of companies may be invited to respond to a detailed request for an oral presentation.

ADMINISTRATIVE INFORMATION

Acceptance and Rejection

The Owner reserves the right to request additional information which, in the Owner's opinion, is necessary to ensure that the Owner has complete information with regard to the Professional Service Provider's competence, business organization, and financial resources to assist in determining if the Professional Service Provider is qualified.

The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. The Owner reserves the right to reject any and all proposals in response to this Request for Proposal that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Proposal at any time and will notify all recipients accordingly.

RFP Submission and Information

Proposals due at the specified date and time must be received at Owner's location (e-mail) by that date and time to receive consideration. Proposals received after the specified date and time are considered late and will not be eligible for review by the Executive Committee. Owner is not responsible for any late proposals received by mail or any other method of delivery.

The Owner is not responsible for costs incurred in the preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted. By submitting a proposal all Candidates agree to the terms and conditions of this RFP and the RFP will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work.

Candidates acknowledge all submissions to this RFP may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFP. It is assumed by the Owner that any Candidate providing a submission is responsible for receiving and reviewing all information provided by addenda and Candidate shall acknowledge receipt of addenda in their response to this RFP.

1. **Issuing Office:** The City of Manitou Springs agent listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.
2. **Official Means of Communication:** All official communication from the City to offerors will be via email to the City contact as identified on page 2 of this RFP. The City will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award.

3. **Inquiries:** Prospective offerors may make written inquiries by email to the City contact as identified on page 2 of this RFP before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference. No inquiries will be accepted after the deadline.

Inquiries regarding this RFP (be sure to reference RFP number) should be referred to the City's contact person as identified on page 2 of this RFP:

Response to offerors' inquiries will be e-mailed by the final addendum date listed herein. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the City of such matters immediately upon discovery.

4. **Insurance and Bonding:** The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Manitou Springs and its agents as "additional insured".

Coverage must include:

WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract;

COMMERCIAL GENERAL LIABILITY coverage written on ISO occurrence form CG00 01/10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury and advertising liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; \$1,000,000 products and completed operations aggregate and \$50,000 on fire; plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision;

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of offerors' owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. The City of Manitou Springs including officers, agents and designees shall be named as additional Insured for General and Auto Liability Insurance;

PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000 per Occurrence and \$3,000,000 aggregate.

EMPLOYER'S LIABILITY coverage with limits of at least \$500,000;

PERFORMANCE BOND in the amount of one hundred percent of the total project cost;

PAYMENT BOND for fifty percent of the total project cost.

5. **Modification or Withdrawal of Proposals:** Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.
6. **Minor Informalities:** Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.
7. **Responsibility Determination:** The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.
8. **Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly, any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
9. **Protested Solicitations and Awards:** Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Administrator. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.
10. **Confidential/Proprietary Information:** The City neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal/. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the City provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The City will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the contact for the City listed in this RFP.
11. **Acceptance of Proposal Content:** The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.
12. **RFP Cancellation:** The City reserves the right to cancel this RFP at any time, without penalty.

13. **Negotiation of Award:** In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

14. **Contract:** The selected offeror will enter into a contract, using the City's standard Services Agreement with the City of Manitou Springs for this work. The contract will set for the agreement and responsibilities as outlined in this RFP.

15. **RFP Response/Material Ownership:** All material submitted regarding this RFP becomes the property of the City of Manitou Springs, unless otherwise noted in the RFP.

16. **Incurring Costs:** The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

17. **Non-Discrimination:** The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

18. **News Releases:** Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Officer.

19. **Taxes:** The City of Manitou Springs is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes.

20. **Assignment and Delegation:** Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

21. **Availability of Funds:** Financial obligations of the City of Manitou Springs payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

22. **Standard of Conduct:** The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The City may request the successful company to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- c. Theft, vandalism, immoral conduct or any other criminal action.
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.
- e. Agents and employees of Contractor working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor shall require each of their employees to carry proper identification including company identification.

24. **Duty to Comply with State Investigation:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

25. Damages for Breach of Contract: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

26. Other Statutes:

- a. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- b. The signatory hereto avers that to his/her knowledge, no City of Manitou Springs employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : _____

PROJECT NAME: _____

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	
Name and Title of Primary Contact	
Company Address	
Phone Number	
Email Address	
Company Website	

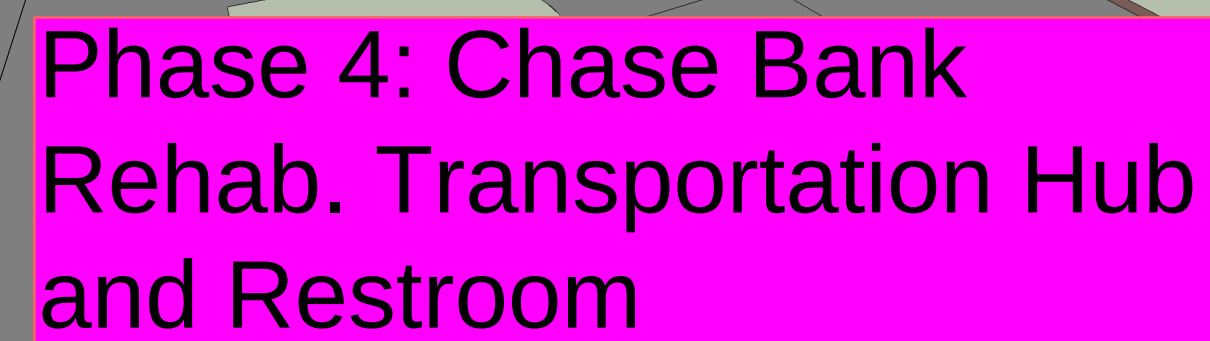
By signing below, I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of the City of Manitou Springs.
- None of my employees or agents are currently employees of the City of Manitou Springs.
- I am not related to any City of Manitou Springs employees or Elected Official.

—

Printed Name: _____ Company Title: _____

Signature: _____



ATTACHMENT A

HIAWATHA GARDENS CONCEPT DRAWINGS

HIAWATHA GARDENS DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829



OPTION 1 - ENCLOSED DANCE HALL (FLOOD PLAIN REMOVED)



OPTION 2 - OPEN AIR DANCE HALL (FLOOD PLAIN REMAINS)

Option 2: Is the Option
Selected by City
Council to proceed into
Schematic Design.

CONCEPT DESIGN
2024-10-24

OWNER
CITY OF MANITOU SPRINGS
606 MANITOU AVENUE
MANITOU SPRINGS, CO 80829
p 719 685-5481 e N/A

ARCHITECT
WORKSHOP 40 ARCHITECTS
7822 W 17TH AVE
LAKEWOOD, CO 80214
p 720.364.2412 e ERIC@WORKSHOP40.COM



All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

HIAWATHA GARDENS
DANCE HALL

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.
G-001



1 EXISTING SITE PLAN AERIAL
1" = 20'-0"

HIAWATHA GARDENS
DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

Delta	Description	Date Issued



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SITE PLAN - EXISTING

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.
AS-100



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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SITE PLAN - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

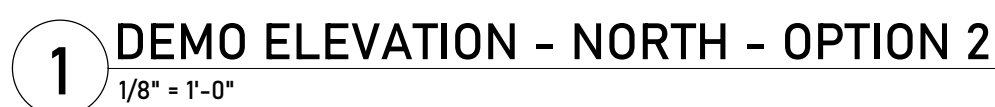
SHEET No. _____

AS-102



AD-103





12. DEMO 2X4 NAILED ON RAFTER TAILS AND DECKING BACK TO ORIGINAL FASCIA EDGE

[illegible]

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AD-403

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

12. DEMO 2X4 NAILED ON RAFTER TAILS AND DECKING BACK TO ORIGINAL FASCIA EDGE

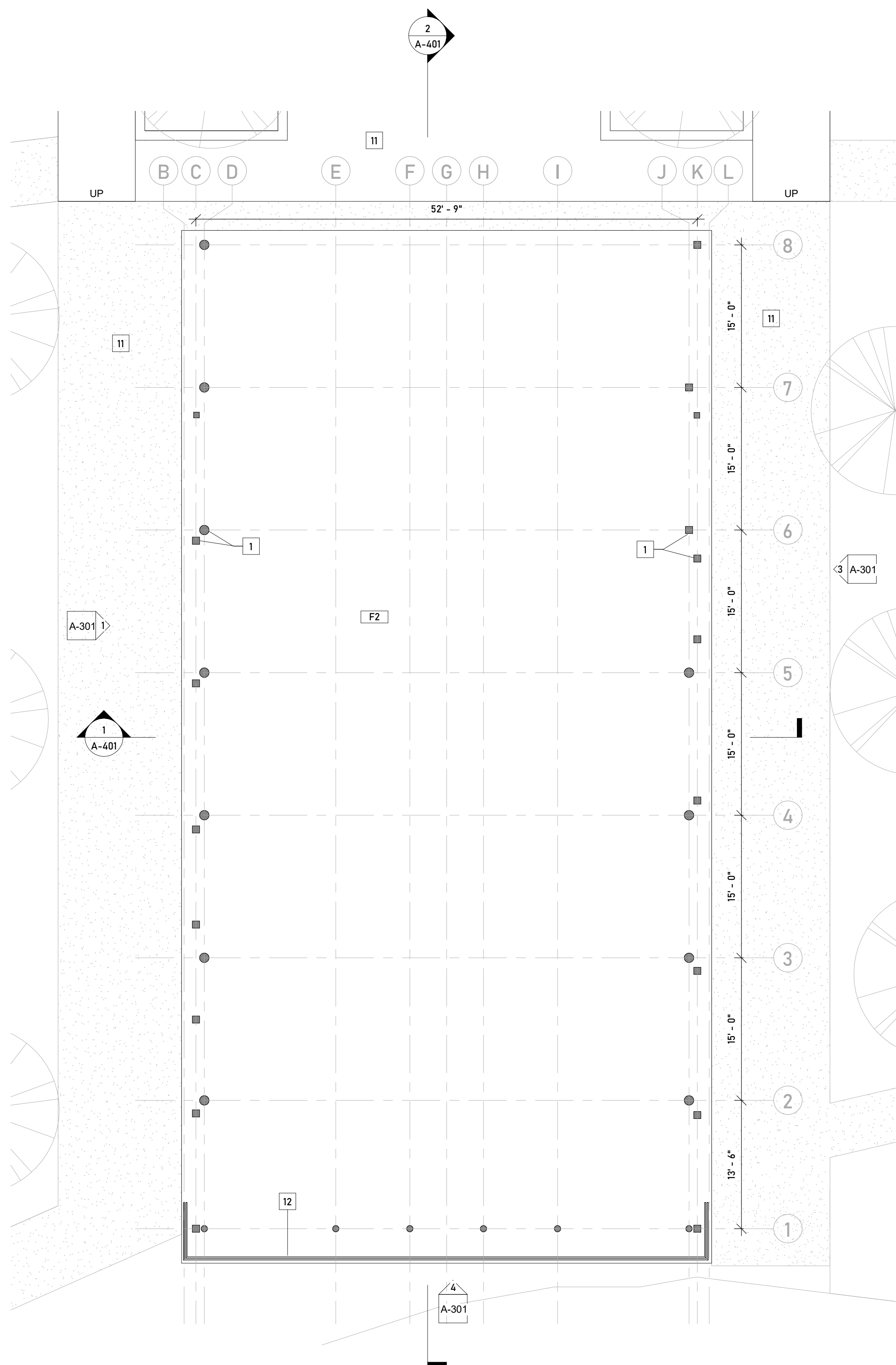
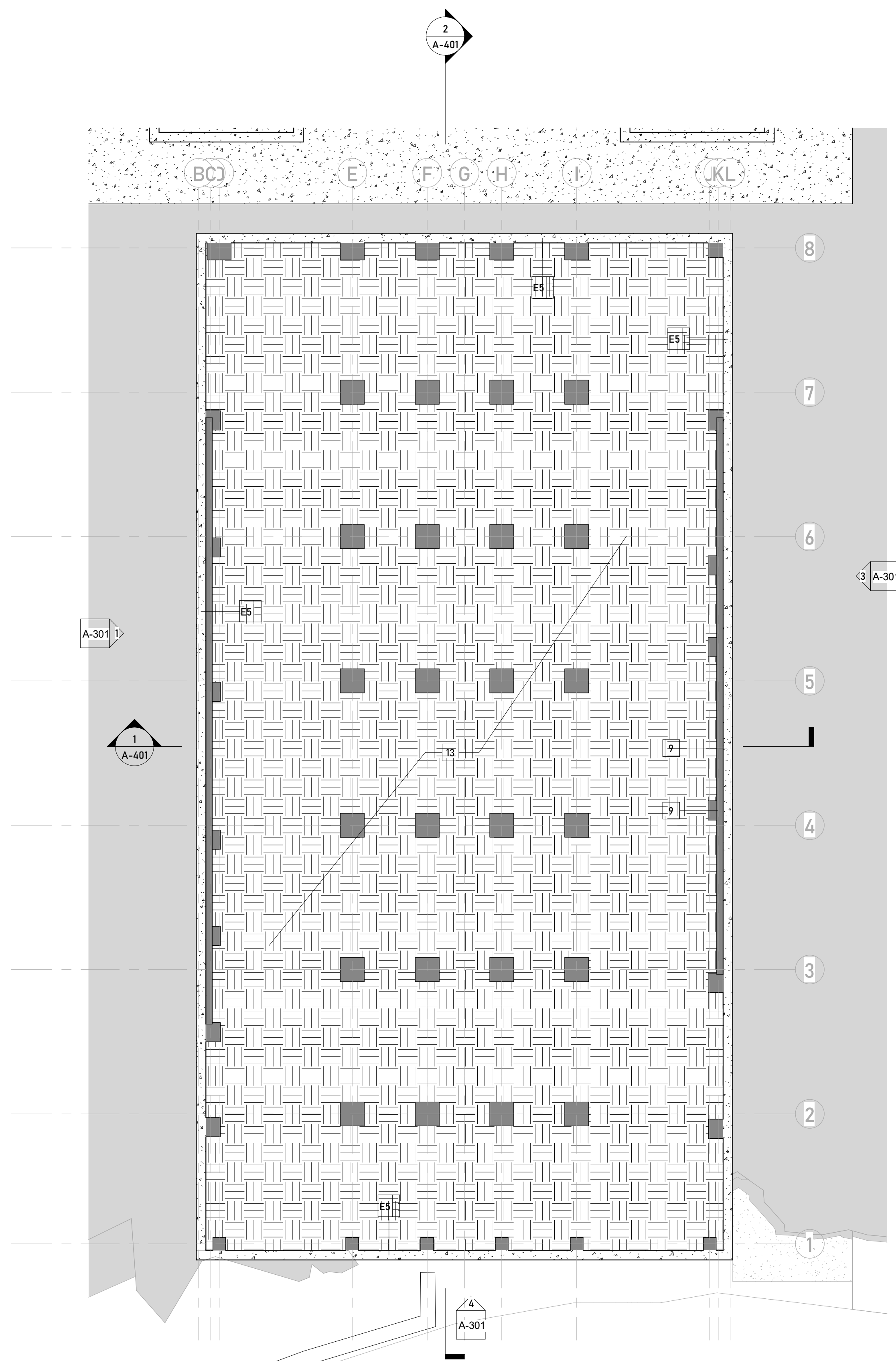


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CONCEPT DESIGN
2024-10-24

SHEET No.

AD-405



- ### GENERAL KEY NOTES

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTIRCAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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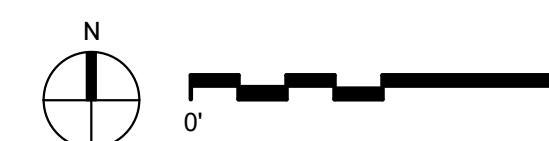
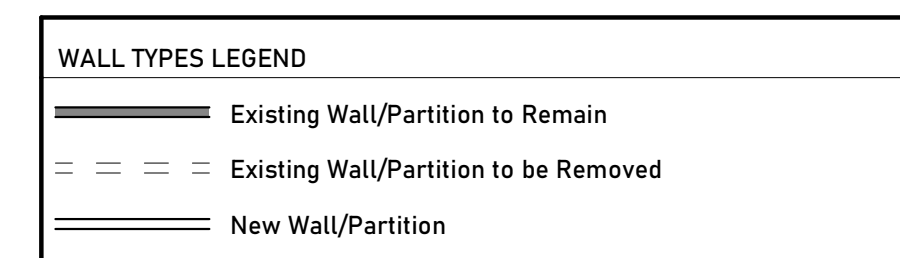
LEVEL 1 FLOOR PLAN -
OPTION 2 - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-101



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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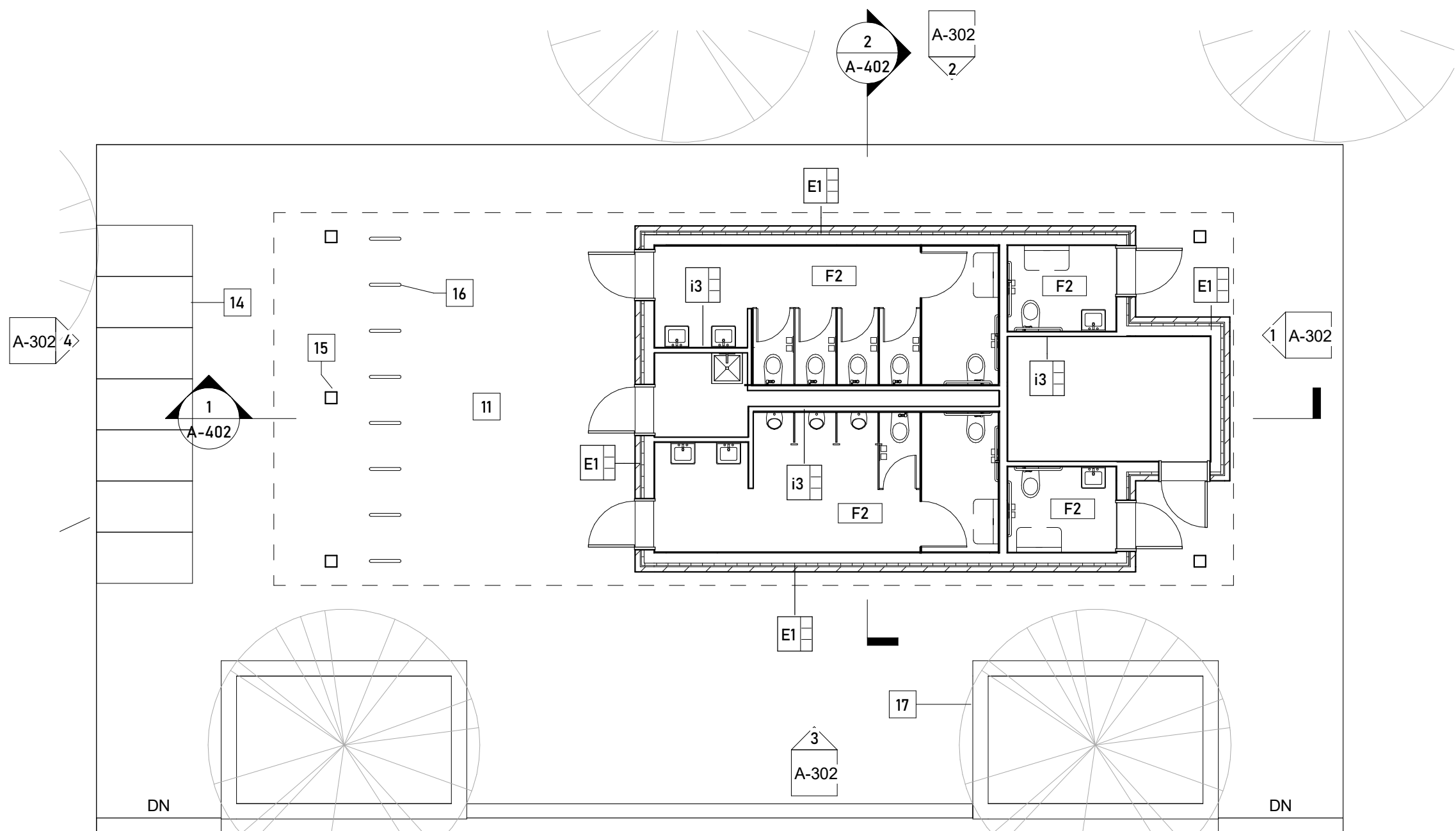
CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

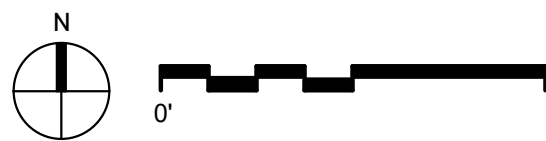
A-102

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
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21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
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28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME



1 FIRST FLOOR - OPEN AIR - RESTROOM
1/8" = 1'-0"

WALL TYPES LEGEND	
	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
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29. HOLLOW METAL DOOR AND FRAME

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

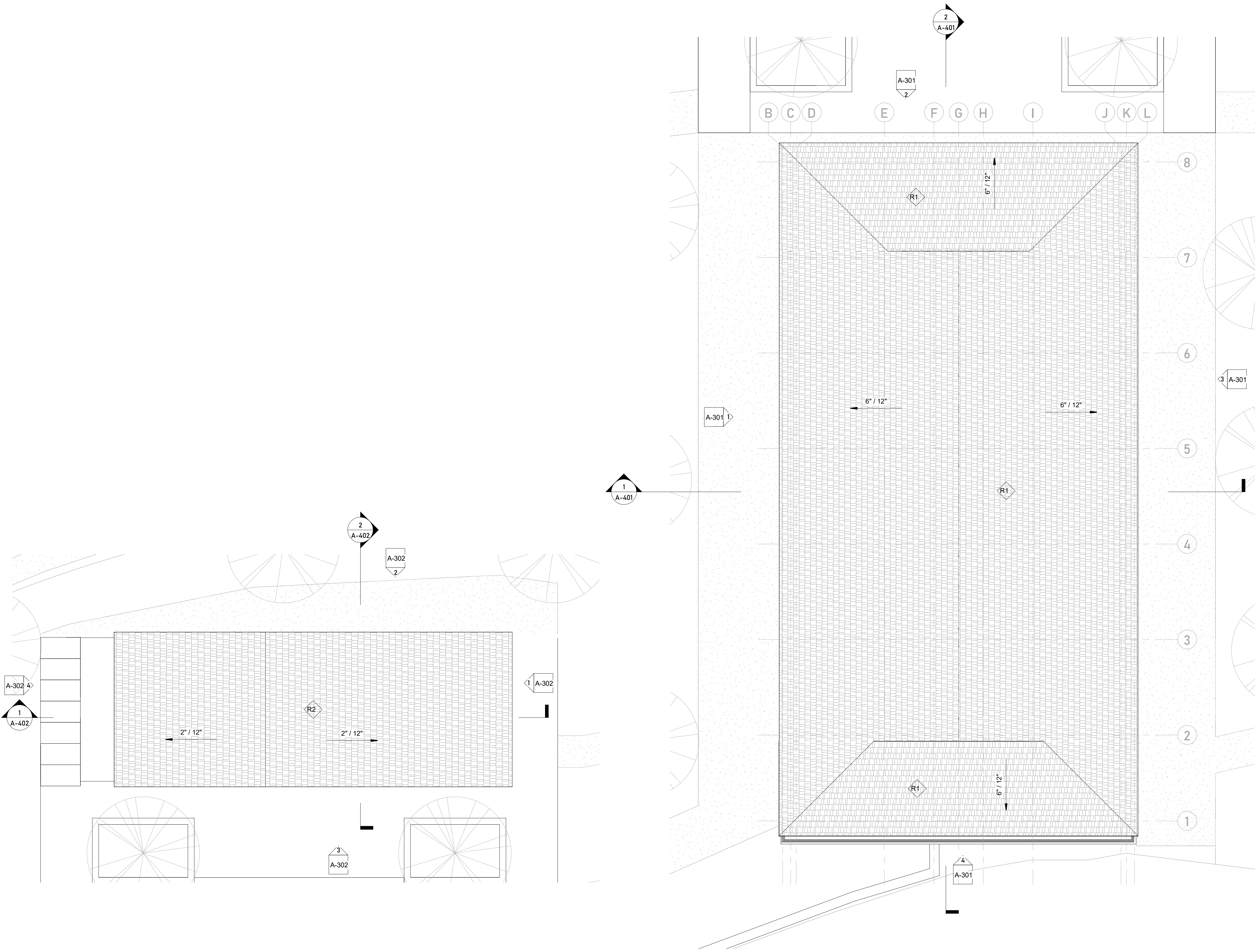
[illegible]

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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

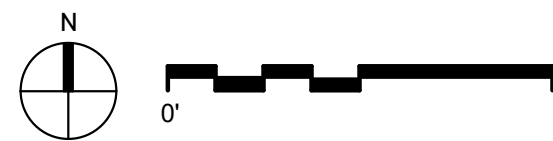
A-106



1/8" = 1'-0"

1/8" = 1'-0"

WALL TYPES LEGEND	
	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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LEVEL 1 RCP - OPEN
AIR DANCE HALL

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

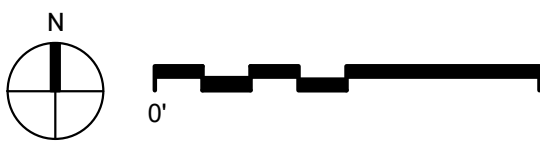
A-202

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
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28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

WALL TERMINATION LEGEND	
	Extend Wall to Underside of Structure
	Extend Wall to 4" Above Ceiling
	Wall to Underside of Ceiling

WALL TYPES LEGEND

	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition

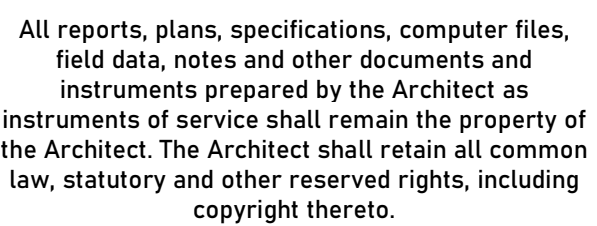


2 FIRST FLOOR RCP - OPTION 2- RESTROOM
1/8" = 1'-0"

1 FIRST FLOOR RCP - OPTION 2 - OPEN AIR
1/8" = 1'-0"



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
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29. HOLLOW METAL DOOR AND FRAME

[illegible]

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

A-301



- HIAWATHA GARDENS
DANCE HALL**
- 10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829**

[illegible]

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**BUILDING EXTERIOR
ELEVATIONS -
RESTROOM**

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-302



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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BUILDING SECTIONS - OPEN AIR PAVILION

CONCEPT DESIGN
2024-10-24

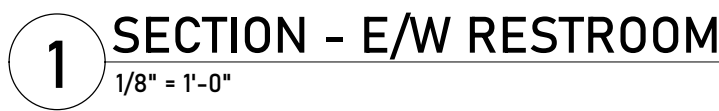
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-401



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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BUILDING SECTIONS - RESTROOM STRUCTURE

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-402



GENERAL KEY NOTES

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
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27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

FLOOR PLAN KEY NOTES

$$12'' = 1'-0''$$
[illegible]

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WALL SECTIONS

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-410

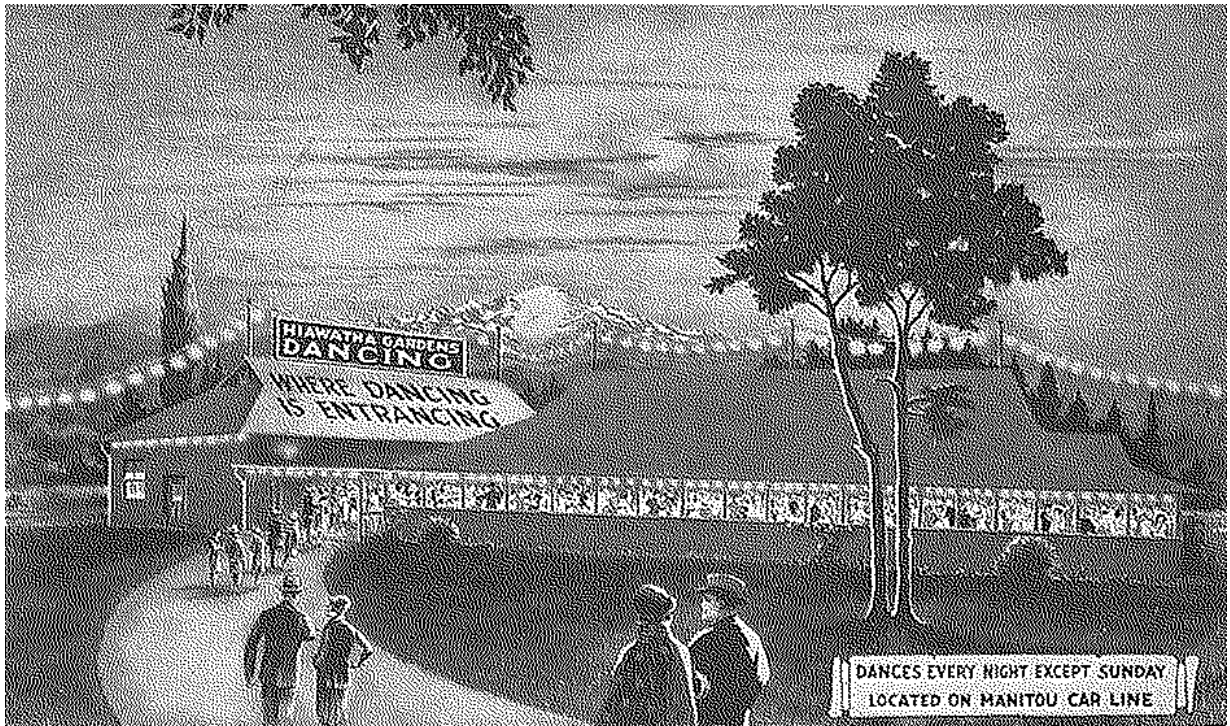
ATTACHMENT B

HIAWATHA GARDENS CONCEPT NARRATIVES

HIAWATHA GARDENS HISTORIC DANCE HALL AND MOBILITY HUB

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DESIGN NARRATIVE



PROJECT SUMMARY

OVERVIEW

The City of Manitou Springs has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way. This Concept Design package uses those documents as a launching point to explore two design options that work with the 100 year floodplain.

The general program for this project is below.

- Restore the historic dance hall structure and renovate into a community amenity.
- Create mobility hub support amenities for bus, car, bike, and pedestrian users.
- Add public plaza space to support community needs as well as the mobility hub

The primary design hurdle the project is needing to overcome is that the existing dance hall's finish floor is located approximately 2.1ft below the 100 year floodplain. While multiple solutions are available to resolve this, both the available funds and the existing building's structural integrity have ruled many out by the City.

The below two design options were selected by City Council to be explored to a Concept Design level and to have cost estimates provided to aid in the final decision making process. These are discussed in more detail in their respective sections.

OPTION 1 - ENCLOSED DANCE HALL - FLOOD PLAIN REMOVED

This option explores what it would take for the previous preferred enclosed dance hall design to be constructed with the 100 year floodplain restrictions. Due to flood loading of exterior walls and lack of ability for the existing structure to resist, a path that removed the building from the floodway was embarked upon. This resulted in a design that includes floodway improvements to Fountain Creek such as retaining walls, widening the floodway, and adding culverts below Old Man's Trail.

OPTION 2 - OPEN AIR DANCE HALL - FLOODPLAIN REMAINS

Due to the anticipated expense of Option 1 and other flood proofing strategies, turning the dance hall into an open air pavilion was desired to be explored. The idea being that lateral flood loading would be diminished with the dance hall's exterior walls removed.

Option 2 was selected by City Council during the 12/3/2024 work session.

BUILDING HISTORY

The following was researched by Echo Architects and provided to the City of Manitou Springs in their 2016 Evaluation and assessment of 10 Old Man's Trail. This is a summary history taken from the archives of the Colorado Springs Gazette Telegraph, site observations, and interviews.

1889: The original three story Southern building was built by F.L. Smith who operated it as a "Public Resort for Gentlemen". The reported construction cost was \$8,000.00.

1890-1920: At an unknown date Adolph Fehringer purchased the original building and built the building that currently sits on the South end of the site. (This building is referred to as 'Structure 1' throughout this report). This complex was used as a restaurant, beer garden, and theatre.

1911-1918: Vacant

1918: In 1918 the property was acquired by Hal Leddy, who operated the building as a Dance Hall. It is reported that all four sides of the ballroom were open to the air. It is assumed that this modification was made at this time. As part of the improvements he drilled a well, near the main entrance, which reportedly produced a "good flow" of mineral spring water.

08.19.1920: August 1920 there was fire that completely destroyed the original North Building. The fire only slightly damaged the South Building (Structure 1).

1920-1921: The current Northern Building was built (this is referred to as Structure '2' throughout the report). It is assumed that this is when the flat roofed connection between the two structures was constructed. During this era the Paul Whitman orchestra played, the Lawrence Welk Orchestra played, and Rudolph Valentino made his only personal appearance in America on his transcontinental dancing tour.

1941: Gene Worley becomes the owner.

1951: Howard Geib and Carl Hornburg purchase the building and continued to operate it as a dance hall. The September 30, 1951 GT article announcing this sale mentioned that the dance floor was mounted on cork to make dancing less tiring.

1952-1995: At an unknown date the complex was converted into a restaurant. Multiple flat roofed additions were installed around the perimeter of the original buildings during this phase. The latest restaurant to occupy the space during this era was "The House of Prime Rib"

1995—current: The El Paso Assessor's records show that the current owners, Mohammed and Laila Alami acquired the property July 26, 1995 for \$285,000.00. They have operated the Tajine Alami restaurant in the north part of the building since acquiring it. The dance hall (Structure 1) has not been in use since 1995.

2011: The property was recently listed for sale by Jerry Trent, Broker Associate with ReMax Properties. The Pikes Peak Association of Realtors web site lists the following information for this property:

Land area: 1.29 acres

Building area: 14,248 sf

Asking price: \$1.5 mil

2015: The Property was purchased by the City of Manitou Springs \$1,050,000.

EXISTING CONDITIONS - SITE

The Hiawatha Gardens site contains the historic dance hall structure, paved parking lot, EV charging stations, pay stations, bus stop, bike storage, bike rental, and portable toilets. The site is adjacent to Fountain creek, which is why the structure is located within a 100 year flood plain. The West and North edges of the site are landscaped which is intended to remain. The East and South edges of the site contain naturally occurring plants and trees.



VIEW FROM OLD MAN'S TRAIL BRIDGE



VIEW FROM EL PASO SHOWING EXISTING PERIMETER PLANTING



VIEW OF BUS STOP



VIEW LOOKING SOUTH WEST SHOWING PARKING LOT

EXISTING CONDITIONS - CREEK

The site and structure are located directly adjacent to Fountain Creek which is a floodway. The 100 year flood plain located on the project site is a result of this adjacency. The existing retaining walls along the creek show erosion at the water line and have the potential for sudden failure during a significant event.



EXISTING CONDITIONS - TRUSS

The existing queen trusses are a significant element of the buildings interior character.



EXISTING CONDITIONS - FOUDATION

The existing foundations consist of stone, concrete, and wood. Multiple areas do not have any foundation below in addition to other areas having wood in direct contact with soil. Wood beams, joists, and decking sit above.



OPTION 2 - OPEN AIR PAVILION



*TREES SHOWN SMALL FOR CLARITY

OPTION 2 - FLOODWAY



*TREES SHOWN SMALL FOR CLARITY

OPTION 2 - ACTIVITY ZONES



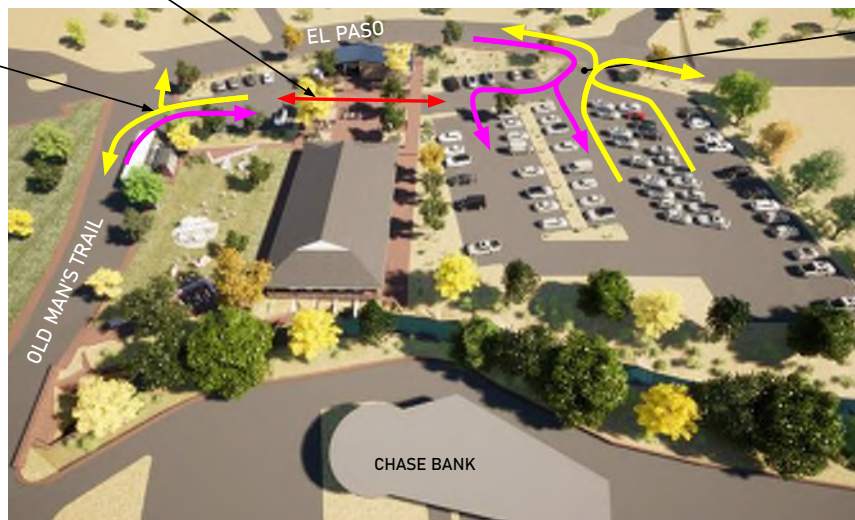
OPTION 2 - PLANTING ZONES



OPTION 2 - PLANTING ZONES

REMOVABLE BOLLARD
PROTECTED DRIVE
AISLE THROUGH PLAZA

EV CHARGING AND
RESERVED PARKING



MAIN PARKING LOT
ENTRANCE

PLAZA LIGHTING

SHADE TREE PLANTER

REMOVABLE BOLLARD

PROTECTED DRIVE
AISLE



OPTION 2 - ACCESS



OPTION 2 - INTERIOR

REFINISHED AND
REINFORCED EXISTING
TRUSSES AND CEILING



CRAWL SPACE LIKELY
TO BE INFILLED.
NEW MANITOU RED
CONCRETE FLOOR

REINFORCED COLUMN
HEAD AND SILL WITH
NEW FOUNDATION
WALLS ANTICIPATED

Hiawatha Gardens - Concept Engineering Recommendations

October 24, 2024

City of Manitou Springs

606 Manitou Avenue

Manitou Springs, Colorado 80829

Introduction

The concept engineering recommendations presented in this report are for the existing Hiawatha Gardens site located at 10 Old Mans Trail in the City of Manitou Springs. The existing site is situated on the north side of Fountain Creek adjacent to Memorial Park. The site contains the existing historic dance hall, and an asphalt paved parking lot.

The purpose of the concept engineering recommendations presented is to review existing and proposed infrastructure options to accommodate a concept level understanding of what options the City of Manitou will have to improve the Hiawatha Gardens site for their vision as a community center and mobility hub for the people of Manitou Springs. These recommendations will also assist with future detailed design and construction drawings following approval of a recommendation in this report. Previously, several concept level recommendations were presented and reviewed by City Council during a City Council meeting dated June 11, 2024. This meeting was intended to give City Council an overview of the possibilities for the overall site. City Council has requested further information about two (2) specific options prior to making a final decision.

~~**Option 2** is for the 100-year floodplain to be effectively removed from the existing Hiawatha Gardens Dance Hall building extents. This option requires improvements to increase the flood capacity within the Fountain Creek corridor and crossing under Old Mans Trail.~~

Option 4 is for the 100-year floodplain to remain as is, meaning that the Dance Hall will remain within a FEMA Zone AE Floodplain with Floodway. The existing Hiawatha Gardens Dance Hall will become an open-air pavilion (remaining within the floodplain) with additional improvements to the site, such as restroom facilities and storage to be placed outside of the floodplain north of the existing dance hall.

This report explores more specifically the floodplain channel improvements and ecological impacts on a conceptual level for option 2 and site drainage and grading for both options to work. GIS LiDAR contour data is being used for conceptual level recommendations.

Referred to as Option 2: Open Air Pavilion in Exhibit C



Floodplain Channel Improvements (Option 2)

Improvements to the adjacent stream are a major aspect of the proposed project to be considered for if the building should remain in the floodplain or be removed entirely. Because the building has historical significance and is being preserved, the proposed improvements in option 2 are to include measures to decrease Base Flood Elevations (BFEs) on the property with the intent to remove the historic building from the floodplain or lower the depth of flooding. In the case of removal from the floodplain, this would have the benefit of removing the requirement to pay flood insurance (though it would still be beneficial to pay at a reduced rate due to the proximity of the channel). If reduction of the floodplain elevation is all that is achievable, it will make protecting the building from flooding easier and make the flooding less damaging to the historic structure by reducing the depths and forces of the flood waters pushing on the building walls.

To achieve the necessary reduction in Base Flood Elevations (BFEs) and contain the 100-year flood flows within the adjacent channel, improvements to both the adjacent channel and existing culvert at Old Man's Trail will be required. The existing Fountain Creek corridor width will need to be increased to 50 to 80 feet wide. This can be achieved by grading to the south into the existing City owned parcel, currently an out of service Chase Bank. Retaining walls can be utilized as needed to minimize the footprint of disturbance. In addition, the capacity of the culvert at Old Mans Trail will need to be increased to pass the full 100-year flow to avoid flooding of the building due to sheet flow from Old Mans Trail being overtopped. The increased capacity could be achieved by raising the profile of Old Mans Trail and grading a floodplain bench on the north side of the channel west of Old Mans Trail. Additional culverts could then be placed within the expanded floodplain bench to pass flood flows. Potential channel improvements include in-stream drop structures such as sculpted concrete (see example, Figure 1) or boulder cross vanes and bank stabilization such as riprap, soil lifts, and revegetation. These measures provide added stability within the creek and limit future erosion to protect culverts, trails, retaining walls, and other infrastructure near the creek corridor.



Figure 1 Example Sculpted Concrete Structure

These improvements in the concept for option 2 have the added benefit of allowing potential pedestrian access to the creek and provide additional space within the corridor for a pedestrian trail along Fountain Creek with access to Memorial Park.

A conceptual design layout showing improved corridor retaining walls, culverts, and trails is included as Attachment 1 of this report. The proposed layout is based on the best available GIS LiDAR for the area. GIS LiDAR is known to be inaccurate within streams and areas of heavy vegetation, so some assumptions had to be made regarding retaining walls and channel improvements. Topographic ground survey within the channel will be required to verify the proposed design layout and produce construction drawings if this alternative is selected.

Floodplain Development Permitting in association with Fountain Creek Channel Improvements:

Fountain Creek through Manitou Springs is a mapped FEMA Zone AE floodplain, meaning there are regulatory floodplain and floodway delineations of Fountain Creek as well as BFEs. Construction within the floodplain and floodway limits of Fountain Creek are regulated in collaboration with FEMA, Colorado Water Conservation Board (CWCB), and the Pikes Peak Regional Building Department (PPRBD). Construction activity will require the project to obtain a Floodplain Development Permit (FDP) through the PPRBD. An FDP can be obtained through a no-rise certification, requiring modeling and documentation that show the improvements within the channel do not cause a rise over the proposed BFEs, or through a CLOMR if the proposed project will cause an increase in BFE. Regardless of permitting path, it will be in the best interest of the City of Manitou Springs to complete a LOMR following completion of construction. Upon final acceptance, the LOMR will update the regulatory floodplain, floodway, and BFEs based on the

~~constructed improvements. This step, although not always required, is recommended to remove the Hiawatha Dance Hall building from the regulatory floodplain limits.~~

Ecological Characterization Study

As part of the major development plan being proposed at Hiawatha Gardens, an Ecological Characterization Study was conducted per Manitou Springs Code of Ordinance 18.03.10.5 to document the natural features of the project area, evaluate wildlife use and potential movement corridors, identify prominent views, record patterns of native and non-native vegetation, and locate any wetlands or other notable water bodies. For this assessment, Matrix conducted a desktop analysis for known federal threatened and endangered species, critical habitats, potential presence of State Species of Greatest Conservation Need (SGCN), potential presence of migratory birds protected by the Migratory Bird Treaty Act (MBTA), and wetlands and waterways defined by the National Wetland Inventory (NWI) and National Hydrography Dataset (NHD). Additionally, Matrix staff conducted on-site inventories of native and non-native vegetation and a wetland delineation to confirm the presence or absence of wetlands on site. The full report can be found as an additional document provided by Matrix to help back this report called: Matrix Ecological Report Hiawatha Gardens, dated October 24, 2024.

The findings of this study identified design opportunities to protect vegetation in the project area to maintain habitat corridors, provide shade and aesthetic value to the property, and protect key characteristics such as views of Pike's Peak, the Manitou Incline, and access to Fountain Creek that add unique value to the project area. Based on the desktop analyses and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Future design and construction planning should consider the species and characteristics of the project area discussed in more detail below:

- The project area is located within a critical habitat designation for Mexican spotted owls (*Strix occidentalis lucida*); however, no adverse impacts are anticipated.
- Black bear (*Ursus americanus*)- and mountain lion (*Puma concolor*)-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by Colorado Parks and Wildlife (CPW).
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project.
- Due to the possible presence of the proposed endangered tricolored bat (*Perimyotis subflavus*) and the three identified migratory birds listed as Birds of Conservation Concern, broad-tailed hummingbird (*Selasphorus platycercus*), evening grosbeak (*Coccothraustes vespertinus*), and Lewis's woodpecker (*Melanerpes lewis*), trees should only be removed or thinned between October 15th and December 15th to prevent any "take" of those species or their habitats.



- This period for vegetation removal and thinning is also beneficial for the other bat species identified in the report.
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used for roosting during migration, mating, and pup-rearing periods. The project will require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion from USFWS; and
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

Site Drainage and Grading Improvements (Options 2 and 4)

For site drainage and grading, Matrix investigated how the site could be constructed on a conceptual level in such a way to accommodate either of the two (2) options presented to City Council without impacting the floodplain. The grading shown in the exhibit below for the site can be used in either option with the adjustments to the grading being along Fountain Creek for either option. The conceptual grading is intended to drain around both sides of the existing Hiawatha Dance Hall building utilizing rain gardens and permeable pavers before conveying into Fountain Creek. The concept site grading and drainage is also looking at balancing the site to not raise the existing Base Flood Elevation (BFE). The exhibit included in Attachment 3 of this report shows conceptually how the site can be graded to use these features effectively while maintaining the floodplain base flood elevations in either option. The exhibit shows the proposed floodplain channel improvements for option two (2) but can be implemented in either option by tying into existing grades along Fountain Creek for Option four (4).

The proposed Hiawatha Gardens grading improvements proposed are anticipated to disturb more than one acre; however, the proposed site improvements fall under the redevelopment classification discussed in Chapter 3, Section 6.4.2 of the Drainage Criteria Manual. This classification does not require provision of full spectrum detention if the downstream infrastructure has capacity for the site's storm water runoff. Because the site is adjacent to the stream, the storm water runoff discharge from the site will generally enter Fountain Creek prior to it reaching its peak flow, and, therefore, the downstream infrastructure is more than adequate to handle the site runoff after the proposed improvements have been constructed for either option. Further, we anticipate the proposed improvements for the site to increase the amount of green space and available infiltrative capacity for the site, thereby improving the site drainage conditions over the existing condition.

Treatment of the water quality event (80% Probability Event) is also required by the Drainage Criteria Manual for runoff from proposed site improvements (i.e., pavement and sidewalk). Typically, this is achieved by discharging the water quality control volume of over 40 hours via a steel flow control plate on the detention facility's outlet structure. For the proposed site drainage and grading improvements Matrix is proposing bioswales and permeable pavers to achieve this requirement.



The options considered are surface or below grade water quality and runoff reduction via bioswales and/or vegetated buffer spaces. There is also the potential for use of pervious paver systems in the proposed pedestrian spaces, so they are included as an option. It is anticipated that the final design will include multiple different treatment types depending on their viability for different portions of the proposed improvements.

Bioretention and Vegetated Buffer Spaces:

Bioretention: The other use of vegetated spaces is for bioswales. The Drainage Criteria Manual describes this type of water quality treatment as “depressed landscaping areas designed to capture and filter or infiltrate the water quality capture volume” (WQCV). The concept for the site utilizes vegetated spaces or islands within the parking lot to provide treatment volume for the water quality event. This, in combination with the vegetated buffers, is the preferred choice for water quality treatment on the site because the bioretention areas can double as an amenity, providing the site with pleasant planting areas which beautify the site. For this concept, all impervious areas east of the dance hall, including the eastern half of the building (1.15 acres), will receive water quality treatment via bioretention and vegetated buffer spaces. The rain garden and landscape areas shown on the included exhibit will provide the necessary area and volume to provide water quality treatment for the tributary area. Below is an image of a typical bioswale courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

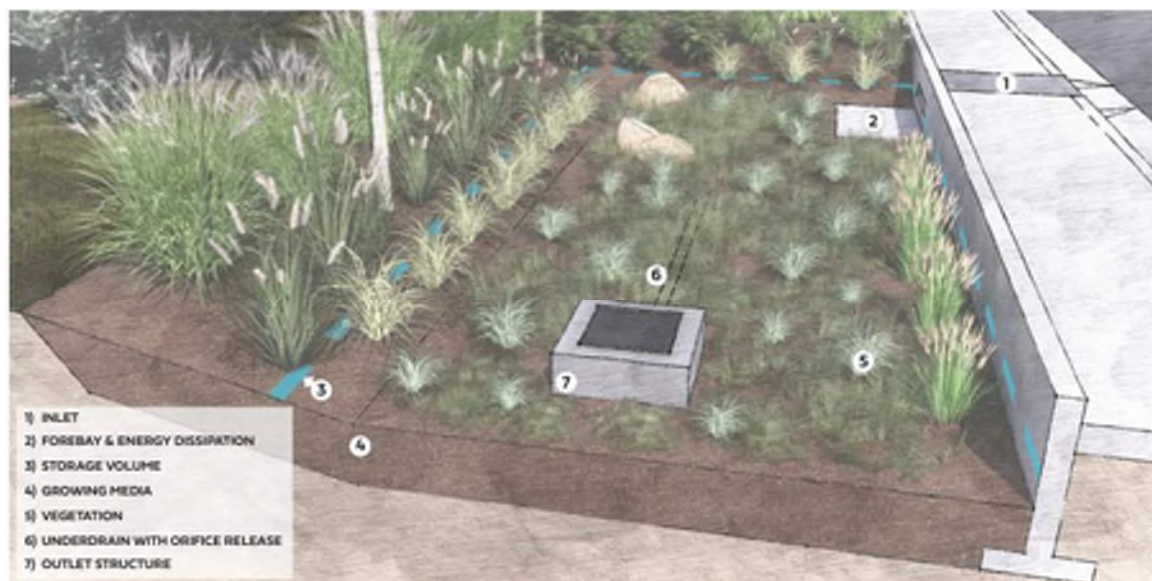


Figure 2 – Bioretention concept (Mile High Flood District)

Permeable Pavers:

Permeable pavers are an option to increase the permeability of paved areas while keeping the pavement typically for pedestrian use. Additionally, water quality storage areas in the crushed stone area below the pavers can be used to provide water quality treatment for the tributary area. This option might benefit the pedestrian area on the west side of the dance hall and serve as a means to provide water quality for that area while maximizing the available space for pedestrian use. With this proposed concept, the site will utilize permeable pavers for water quality on the west side of the building by grading a portion of the north parking lot to flow through the permeable paver area. A minimum footprint of 2,500 square feet will be necessary to provide water quality treatment for the western portion of the site. The area tributary to the permeable pavers is expected to be approximately 0.54 acres. Below is an image of a typical permeable paver section courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

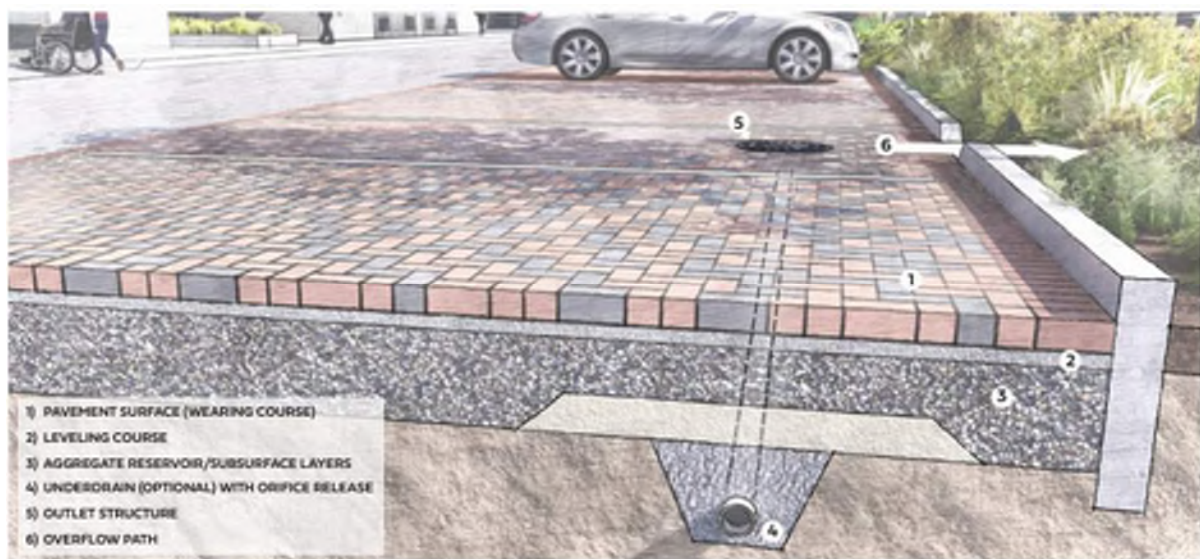


Figure 3 – Typical Permeable Paver Section (Mile High Flood District)

Appendices

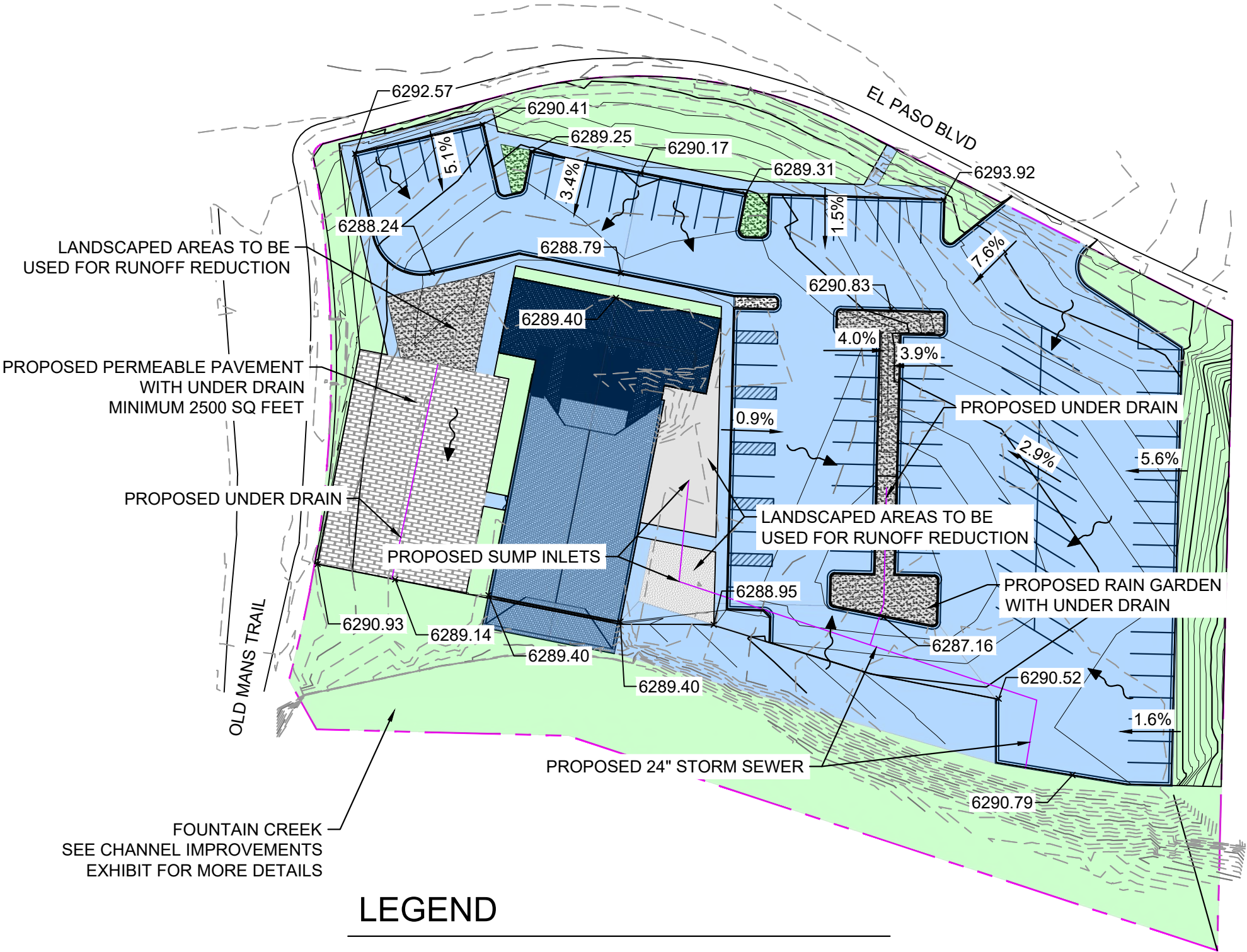
1. ~~Floodplain Channel Improvements Exhibits~~
2. ~~Floodplain Channel Improvements Renderings~~
3. Site Drainage & Grading Improvements

Not provided as does not include information regarding the option selected by City Council on 12/3/2025

Site Drainage & Grading Improvements



PRELIMINARY
NOT FOR CONSTRUCTION



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

LEGEND

- PROPERTY BOUNDARY LINE
- IMPERVIOUS AREA
- PERVIOUS AREA
- PERVIOUS PAVEMENT
- WATER QUALITY TREATMENT AREAS

HIAWATHA GARDENS

Matrix
Excellence by Design

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**SITE PLAN WITHOUT
CHANNEL IMPROVEMENTS**

HIAWATHA GARDENS RENOVATIONS AND ADDITIONS

STRUCTURAL DESIGN NARRATIVE

OVERVIEW

The project focuses on the renovation and partial restoration of the Hiawatha Gardens dance hall pavilion constructed in the early 1900's. We have been asked to provide conceptual level structural consulting services relative to two Options. ~~Option 1 consists of developing an enclosed pavilion with an addition, and implementing measures to divert any flood waters from the adjacent creek from the site.~~ Option 2, consists of developing an open pavilion, without walls, and allowing access of the flood waters of the nearby creek to partially flow over the footprint of the pavilion. Option 2 also includes a new small stand-alone building located on the north end of the site out of the flood waters. Please refer to the Architectural Narrative and drawings for more detailed information on the design concepts for the two Options.

For each option, the structural scope of review includes a preliminary assessment of the gravity and lateral load resisting elements and systems of the Pavilion and providing conceptual design recommendations for improvements to allow the building to continue to serve in the intended capacity safely under current building codes. For each option, we also will provide a conceptual design narrative of structural systems for the new addition and stand-alone building.

Our concept design is based on two observations of the structure, review of the materials made available to us by the City of Manitou Springs, and our experience with other similar structures. The building appears to have been subject to a number of modifications over the years, most involving adding and removing one-story building additions abutting the original pavilion building. The original construction drawings for the pavilion were not available.

In its current state, there is a crawl-space under the ground level wood framed floor system, without a perimeter foundation wall in most places. Masonry piers are located at the perimeter and interior supporting wood girder lines. There is a partial stone foundation stem wall at the north end of the pavilion. The upper part (ridge with gable ends) of the roof is framed with pre-engineered wood trusses, based on documentation that was made available to us. These upper trusses span to beams that load the first interior panel points of the queen trusses. The primary roof framing in the short axis of the building (East-West) consists of queen trusses at approximately 16' on center clear spanning the width of the building supported on round or square timber posts at each end. The truss posts appear to be situated on wood piles driven into the earth. The truss chords and compression web elements are made up of 5 ply 2x10 (1 ½ x 9 ¼) wood members. The tension web elements are 1.25" diameter steel rods. The perimeter bay of roof framing, on each side, consists of 2x8 rafters at 24" o.c. spanning from a beam located atop the first panel point of each queen truss to a wood beam and post perimeter bearing framing line. This perimeter roof bearing wall assembly is independent of the trusses. The intermittent perimeter bearing line posts are supported by wood girders in the crawl space. The original pavilion building is approximately 19,000 SF.

October 24, 2024

City of Manitou Springs, Colorado

Key issues identified in our review for both options include, an incomplete competent foundation system, the general lack of a main lateral force resisting system to resist wind and seismic loadings, and the limited capacity of existing wood framing members to resist current prescribed gravity loads.

This conceptual structural narrative has been prepared to give the City, Consultants and Contractors a general overview of the structural scope for this project.

DESIGN STANDARDS, LOAD CRITERIA AND MATERIALS

Design Standards

- 2021 International Building Code (IBC), Local Amendments per PPRBD
- 2021 International Existing Building Code (IEBC)
- ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ACI 318-19 Building Code Requirements for Structural Concrete
- ANSI/AISC 360-16 Specification for Structural Steel Buildings
- AWC National Design Specification (NDS) 2018
- AWC Special Design Provisions for Wind and Seismic (SDPWS) 2021
- TMS 402/602-16 Building Code Requirements and Specification for Masonry Structures

Load Criteria

- Risk Category III (Assembly)
- Office space: 50 psf
- Restrooms: 60 psf
- Corridors, Stairs, Public Spaces: 100 psf
- Ground snow load: 43 psf
- Flat Snow: 30 psf (plus drifting), $I_s = 1.1$, Thermal Factor Unheated Stru. = 1.2
- Wind: Vult = 135 mph (3-second gust), Exposure C
- Seismic: ($S_s = 0.185$, $S_1 = 0.059$) Seismic Design Category C, $I_e = 1.25$

Material Strengths (Concrete)

- Normal-weight with $\frac{3}{4}$ " maximum aggregate and Type IL cement assumed
- Footings: $f'_c = 3,000$ psi, $w/c = 0.52$
- Foundation stem walls and pilasters: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Pavilion slabs on grade: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Reinforcing steel: ASTM A615 Grade 60

Material Strengths (Masonry)

- Structural Concrete Masonry Units (CMU) shall be standard, lightweight, 8-inch or 12-inch (nominal) x 8-inch x 16-inch concrete units and shall conform to ASTM C90.
- Type S mortar, typical

- Minimum compressive strength of all masonry wall prism assemblies (f'm) shall be 2,000 psi based on net bedded area.
- Reinforcing steel: ASTM A615 Grade 60
- Strength testing of assembled prisms is required.

Material Strengths (Steel)

- Wide flange shapes: ASTM A992, 50 ksi yield
- Plates, channels, and angles: ASTM A36, 36 ksi yield
- Hollow structural section (HSS) Shapes: ASTM A500 Grade C, 50 ksi yield
- Framed beam connections shall be bearing type w/ snug tight ASTM F3125 bolts
- Anchor rods: ASTM F1554 Grade 36
- Welding electrodes: E70XX

Material Strengths (Wood)

- Dimensional Lumber, S4S Douglas Fir-Larch No. 2 and Better
- Solid Timber Beams and Posts Douglas Fir-Larch No. 1 and Better
- Plywood and OSB Sheathing APA Rated. Roof Sheathing, 15/32", APA 32/16 Nailed. Wall Sheathing: 7/16", APA 24/16 Structural 1 Panel, Blocked and Nailed.
- Performance design specified Light-Metal-Plate-Connected Wood Trusses
- Reference material used for existing framing Hem-Fir, No. 1 or better, 2" and wider

Geotechnical Information

- Geotechnical Engineering Report for Hiawatha Gardens Additions, April 27, 2023, by Granite Engineering Group, GEG Project No. 222-157

~~Option 1 – Enclosed Building with Addition.~~

~~See the Architect's report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.~~

~~Foundation System Pavilion~~

- ~~• The existing pavilion building currently is lacking a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 18" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, install a new 10" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. In~~

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this option, the existing framed floor perimeter girder will be removed. The floor joists will rest on a treated wood nailer, sitting (bolted) to a 4" wide ledge on the inside of the stem wall. See Detail 1/S501.

- See below regarding new footings and pilasters associated with queen truss columns and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- The majority of the existing floor framing consists of 2x10 joists at 16" o.c. spanning east-west, supported on 5 1/4 x 10 wood girders set approximately 10.5' apart. There are typically 5 joist bays across the width of the building, with variations in spacing. Locally some joist spans may exceed our 10.5' design basis, these may need further review in the upcoming phases. The girders span to 16" x 16" masonry piers at approximately 13' o.c. Seated on the joists are two layers of 3/4" thick x 5" wide wood decking, the top one oriented perpendicular to the joists, the bottom layer at a 45 degree angle to the joists. Note, that this is a general description of the typical system in the majority of the floor area observed. There are 12 to 16 areas where anomalies occur, including compromised members, added wood support posts, sistered members, make-shift added girder lines, etc. The budget should include an allowance for review and repair of the wood framed floor system.

Our calculations indicate that the existing girders are not capable of supporting the 100 psf live load required for an assembly usage. The remaining members appear to have adequate capacity in their current configuration, subject to a more thorough review of the condition of all of the existing wood members in the next phase of the project. We recommend adding a line of girder framing mid-way between each of the existing girder lines (5 new lines). This may consist of new W10 x 22 steel beams, supported on new HSS4x4x1/4 posts and concrete footings at 16' o.c. max. The pad footings will be 3' x 3' x 12" thick with 4-#4 bars, each way, bottom.

Gravity Load Resisting Framing Improvements Pavilion

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof rafter supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of

the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W14x53 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and an 8' x 8' x 18" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See the roof plan notes and Detail 3/S501.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S501.

New Building Addition

- The perimeter foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- At column locations pad footings will be used, ranging in size from 4' x 4' x 12" to 10' x 10' x 24", depending on the final framing configuration.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The primary structural system will be steel framed with beams and posts (estimate 10 psf), supporting pre-engineered wood trusses at 24" o.c. with plywood sheathing. Lateral load resistance will be provided using a combination of interior and exterior plywood sheathed 2x6 wood stud walls, with the studs spaced at 16" o.c.. Account for a minimum of five 12' long sections in each direction, uniformly distributed throughout the floor plan.

October 24, 2024

City of Manitou Springs, Colorado

Flood Mitigation Measures

- Flood mitigation measures will include the addition of culverts parallel to the creek under Old Man's Trail road to allow flood water to remain in the creek bed. In addition, concrete retaining walls will be added on each side of the creek to contain flood waters within the creek bed and off the building site.
- The southern-most bay of the pavilion will be removed in this option.
- We understand that three 10'x10' culverts are recommended. The culverts will support Old Mans Trail. They will have 16" to 20" thick walls typical, and will support a retaining wall above at each end to maintain the roadway base. There will be a scour skirt on the leading edge. See the Civil and Architectural site plans for additional information. See Details 2/S504 and 4 /S504.
- Retaining walls will vary in height, with the south creek wall having an expected height of 16' tall, and the north creek walls varying in height from 8' to 10' depending on their location. See the Civil and Architectural site plans for additional information. See Details 1/S504 and 3/S504 for example retaining wall sections indicating dimensions based on the height of the earth retained.
- The provided details are conceptual in nature only, they are provided to illustrate the general arrangement of reinforcement and wall geometry relative to the height of retained earth. They are not intended for final construction coordination or detailed quantity estimates.

Option 2 – Open Building with Separate Addition.

See the Architects report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.

Foundation System Pavilion

- The existing pavilion building lacks a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 1/S502.
- See below regarding new footings and pilasters associated with queen truss column and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- To mitigate the impact of flood waters flowing over the building foot print, we recommend the removal the existing wood framed floor system, in-filling the crawl space with compacted structural fill or flow-fill, and installing a 5" thick mildly reinforced concrete slab-on-grade, reinforced with #4 bars at 16" o.c. each way at mid-depth. See Detail 1/S502.

Gravity Load Resisting Framing Improvements

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof purlin supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W12x45 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and a 7' x 7' x 16" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See plan notes and Detail 3/S502.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S502.

October 24, 2024

City of Manitou Springs, Colorado

New Stand Alone Building (Lavatories and Storage)

- The foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, Install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The exterior walls will be load-bearing 8" CMU with #5 vertical bars at 32" o.c. and horizontal joint reinforcing at 16" o.c.
- The roof will be framed with TGI roof joists at 16" o.c., with plywood roof decking.

REFERENCE ATTACHED DRAWINGS**Overview**

To help support and expand on the narrative, a partial layout of structure at a representative area at the floor/foundation and roof levels is included in the attached drawings.

Drawing list:

- S101 – Partial First Floor/Foundation Plan and Partial Roof Plan
- S501, S502, S503 and S504 – Detail Sheets

Please contact JVA, Inc. with questions about this concept structural narrative.

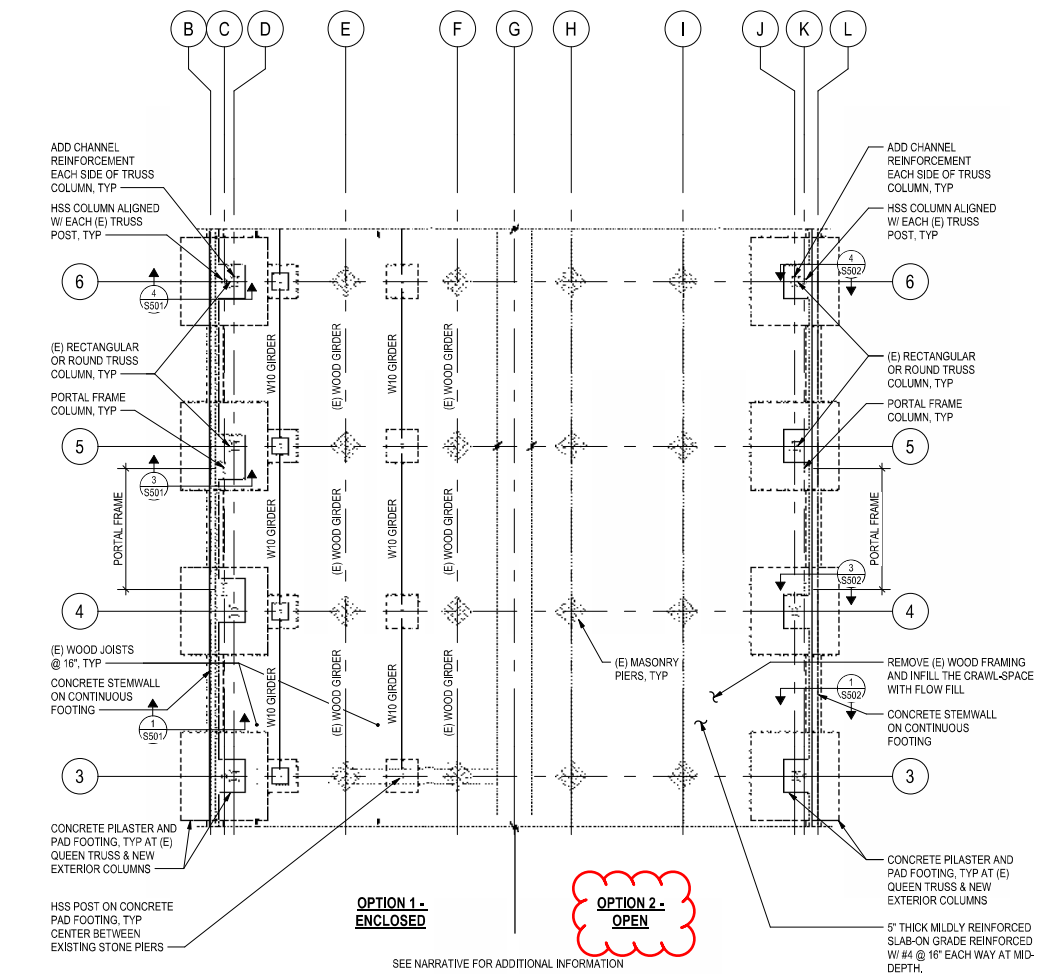
Katharine C. Athens, P.E., S.E., Sr. Project Engineer

Paul J. Hause, P.E., Principal

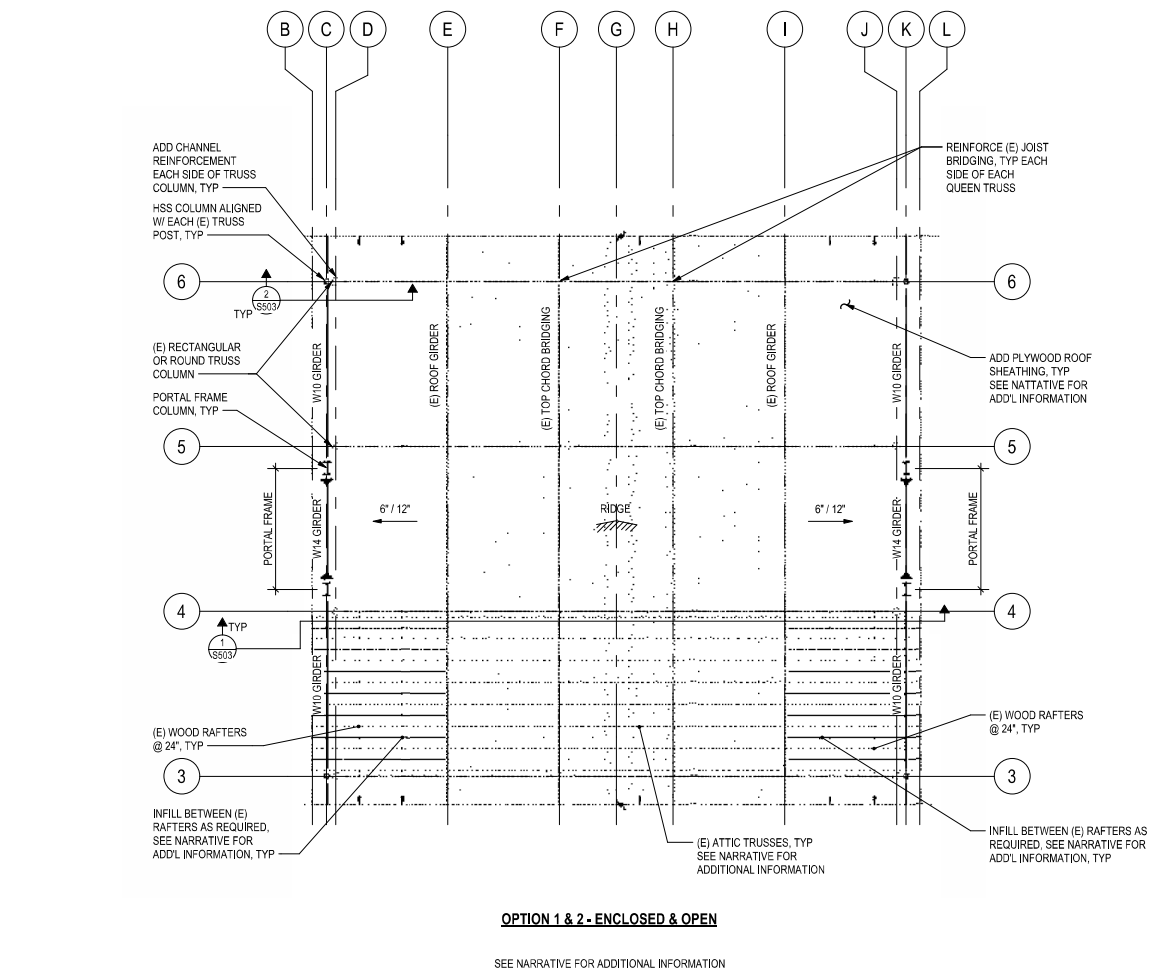
1675 Larimer Street, Suite 550

Denver, CO 80202

END OF NARRATIVE



PARTIAL FIRST FLOOR/FOUNDATION PLAN
1/8" = 1'-0"
NORTH



PARTIAL ROOF FRAMING PLAN
1/8" = 1'-0"
NORTH



REVISIONS	NO.	DATE	DESCRIPTION
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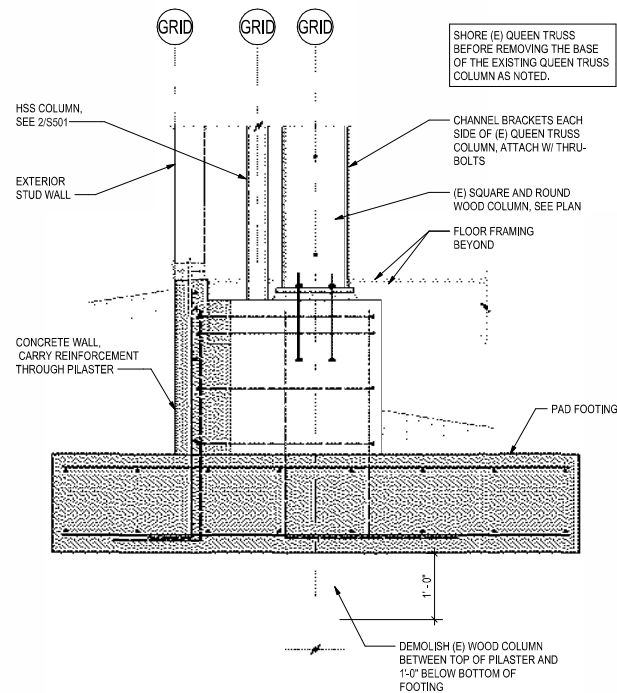
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HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

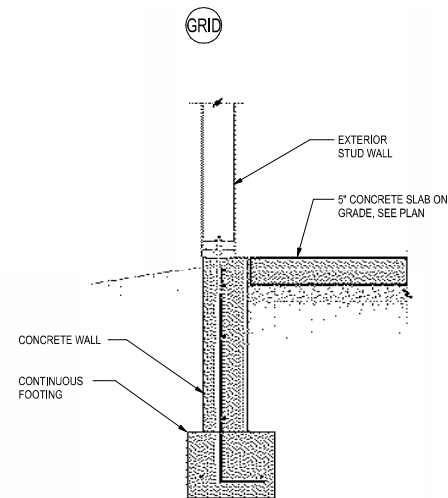
CONCEPTUAL FRAMING PLANS

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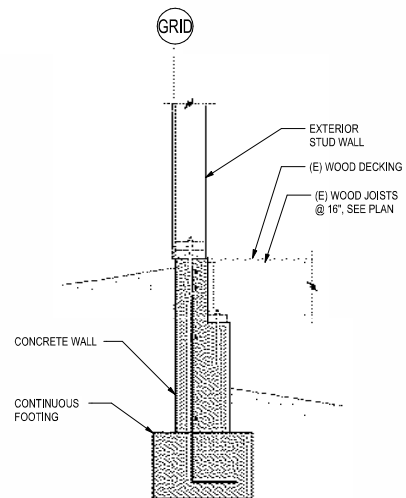
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S101



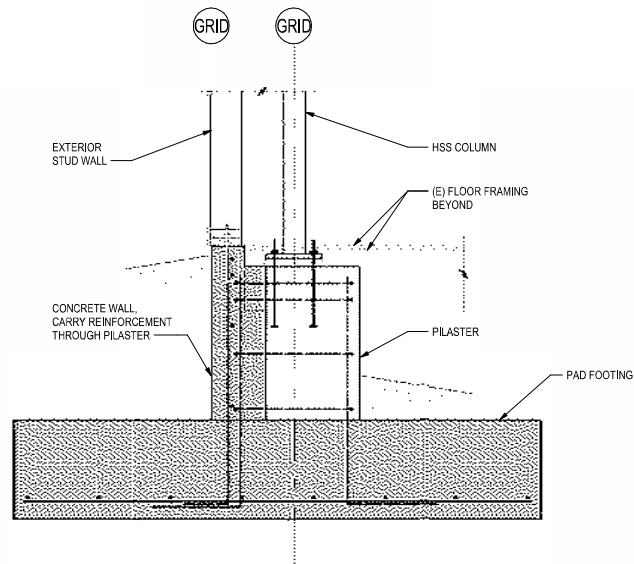
4 TRUSS COLUMN - ENCLOSED
S501 NO SCALE



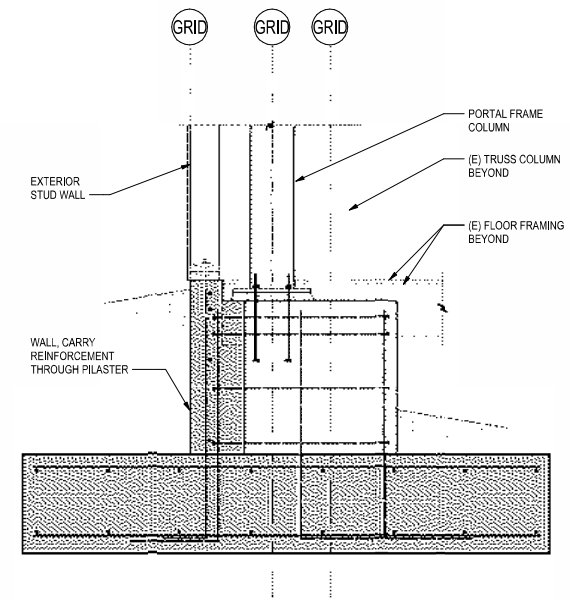
5 EXTERIOR WALL - ADDITION
S501 NO SCALE



1 FROST WALL - ENCLOSED
S501 NO SCALE



2 EXTERIOR SUPPORT - ENCLOSED
S501 NO SCALE



3 PORTAL FRAME - ENCLOSED
S501 NO SCALE



REVISIONS
NO. DATE DESCRIPTION

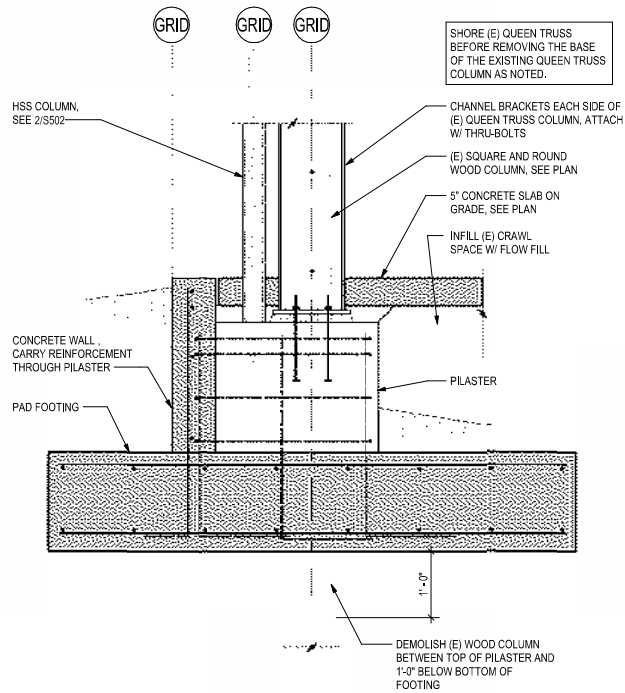
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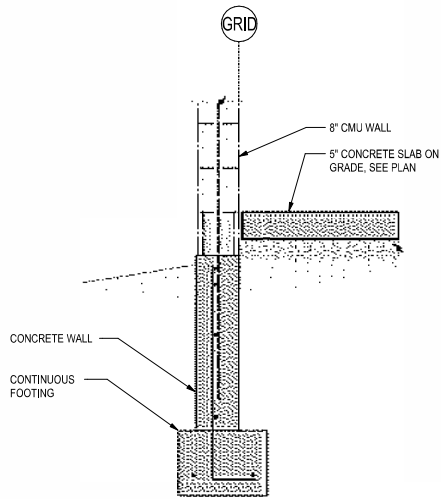
CONCEPT DETAILS - OPTION 1

CONCEPT DESIGN

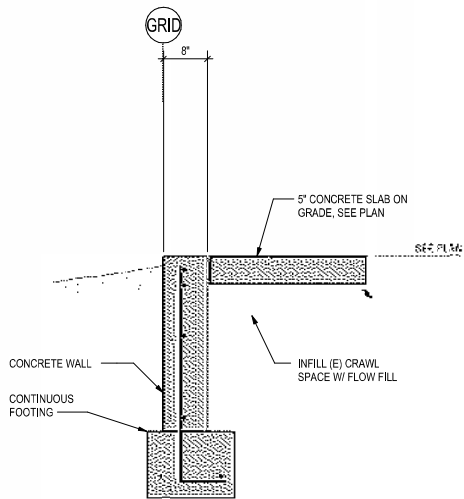
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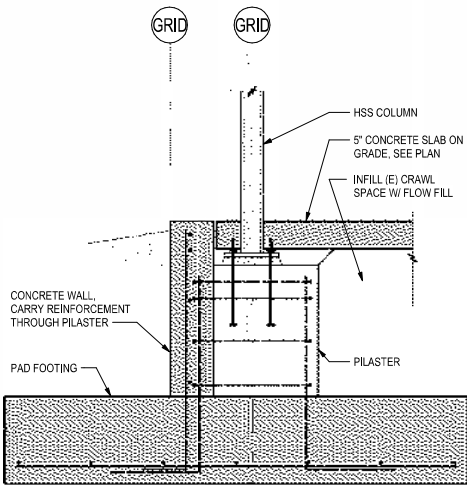
4 TRUSS COLUMN - OPEN
S502 NO SCALE



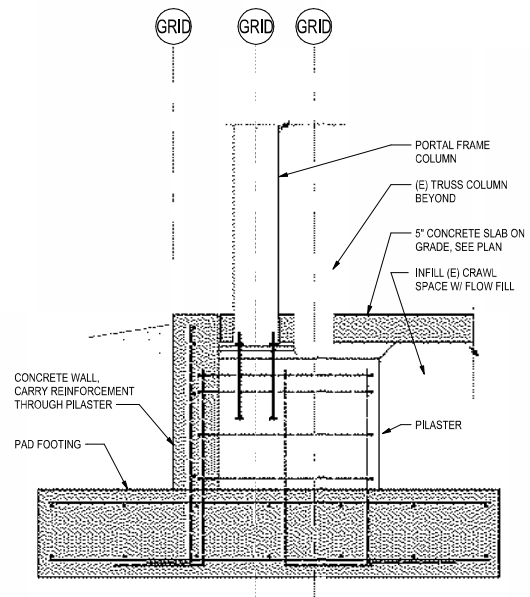
5 EXTERIOR WALL - NEW BUILDING
S502 NO SCALE



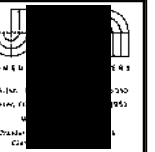
1 FROST WALL - OPEN
S502 NO SCALE



2 EXTERIOR SUPPORT - OPEN
S502 NO SCALE



3 PORTAL FRAME - OPEN
S502 NO SCALE



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CONCEPT DETAILS - OPTION 2

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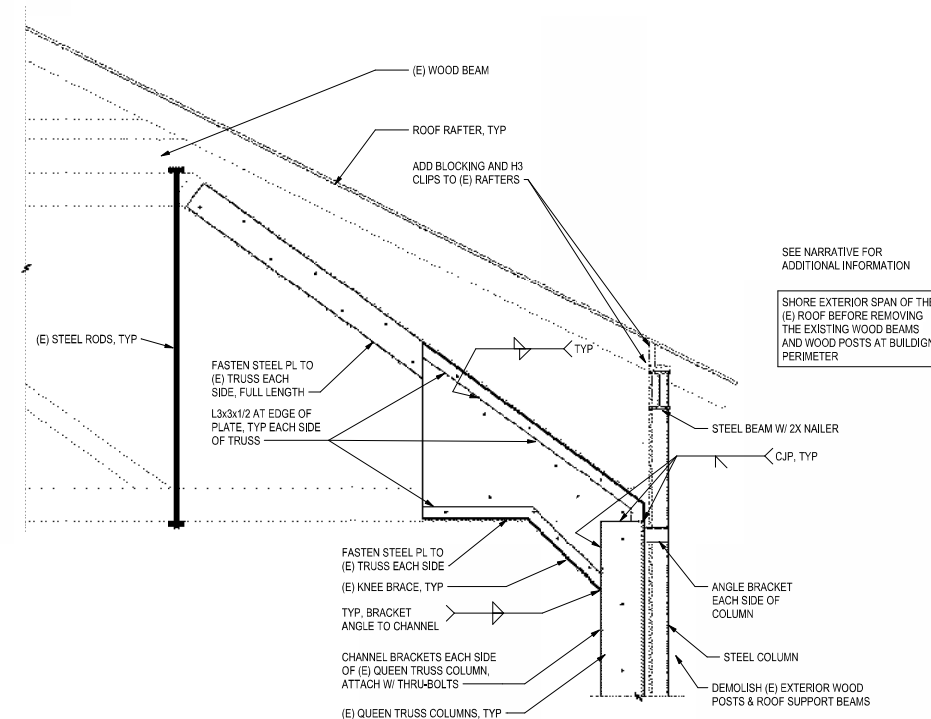
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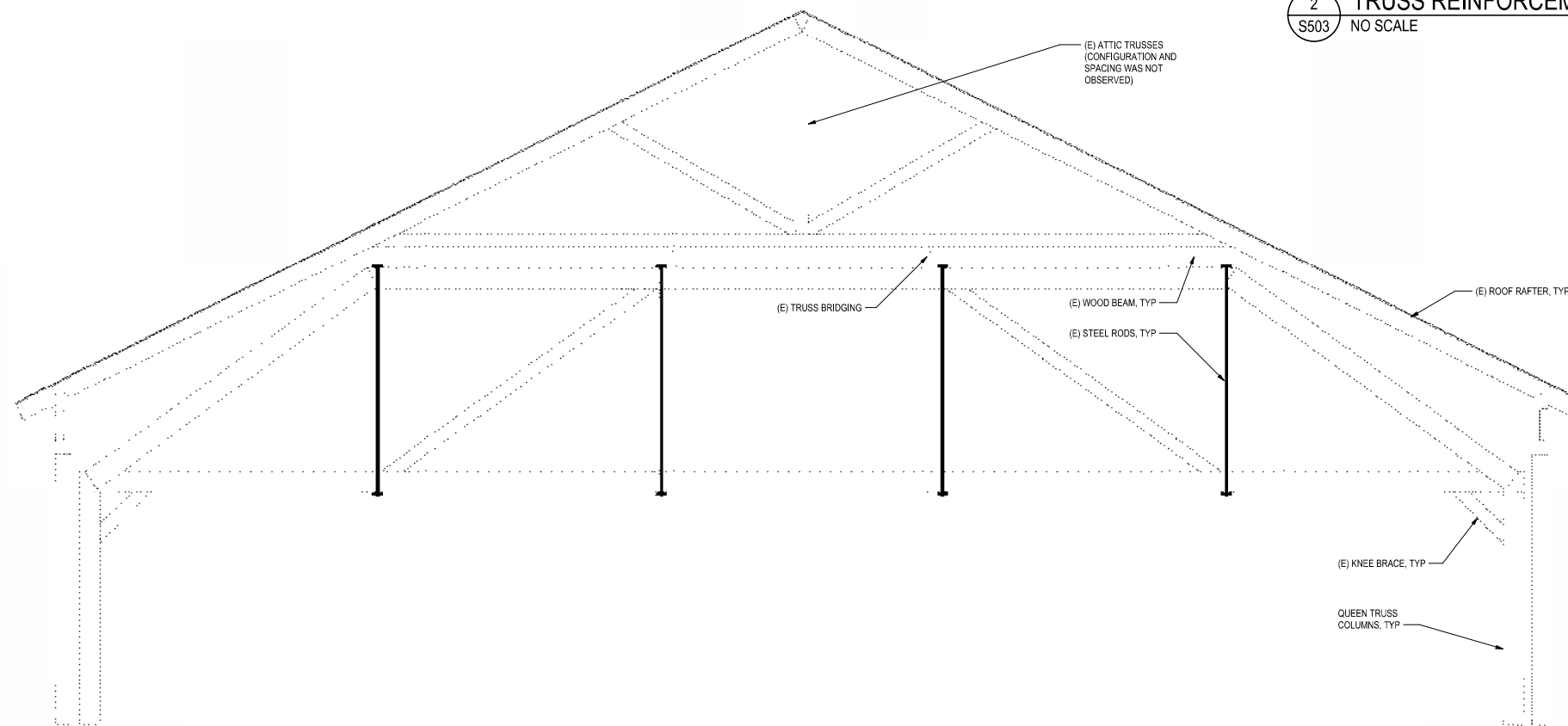
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CONCEPT DETAILS - ROOF REINFORCEMENT
(OPTION 1 & 2)

Page 1266 of 1671

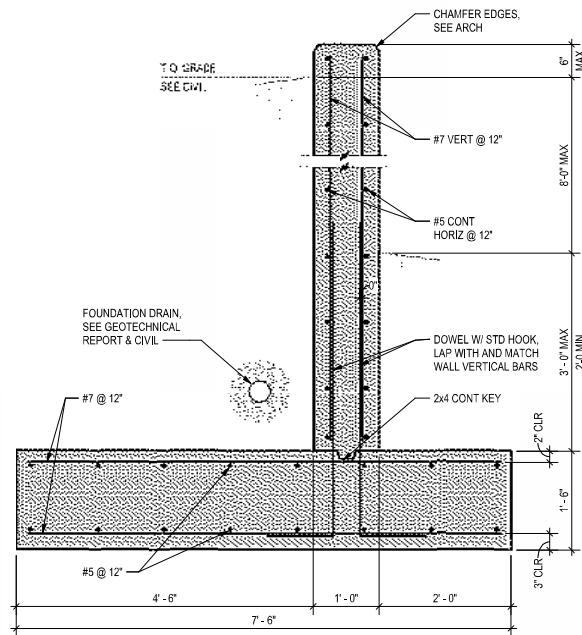


2 TRUSS REINFORCEMENT
S503 NO SCALE

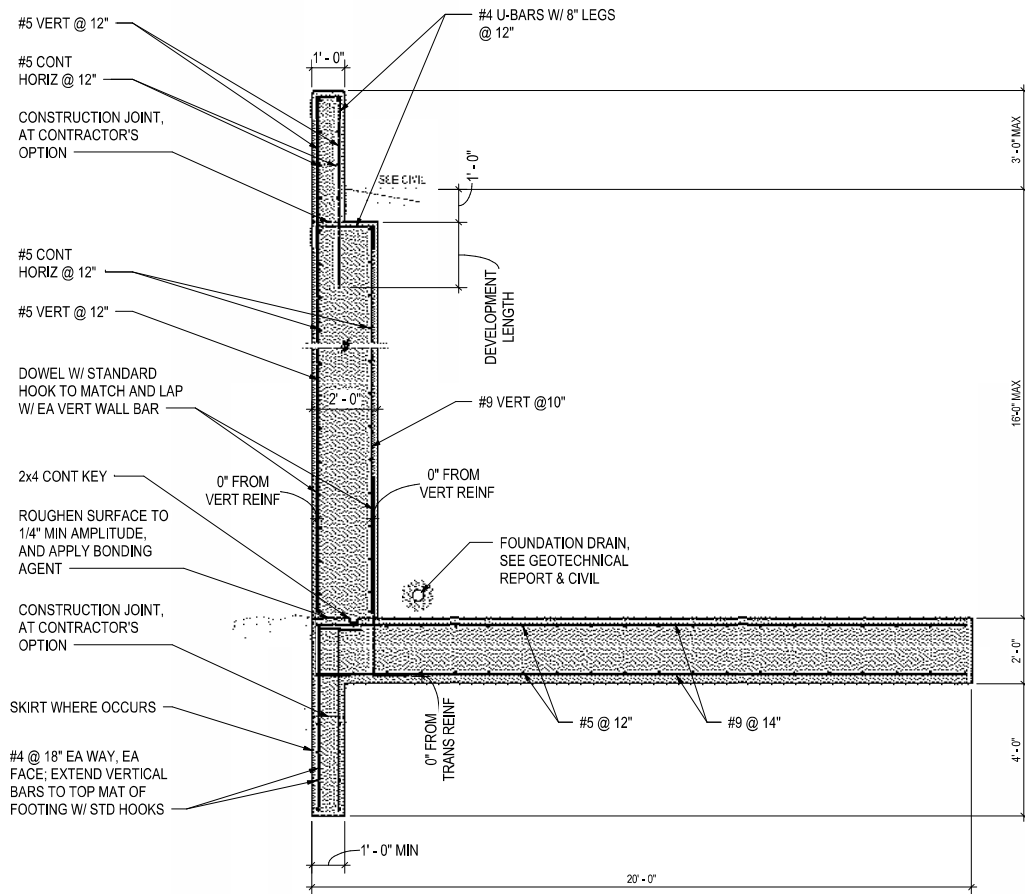


1 EXISTING QUEEN TRUSS SECTION
S503 NO SCALE

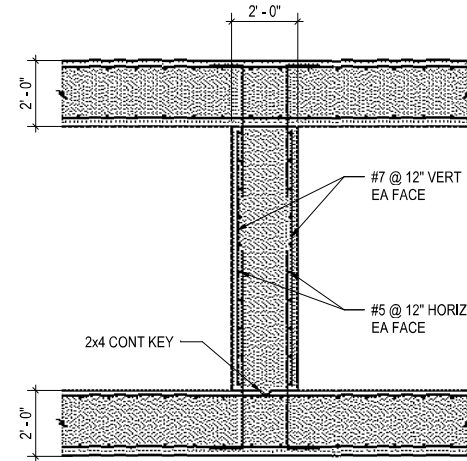
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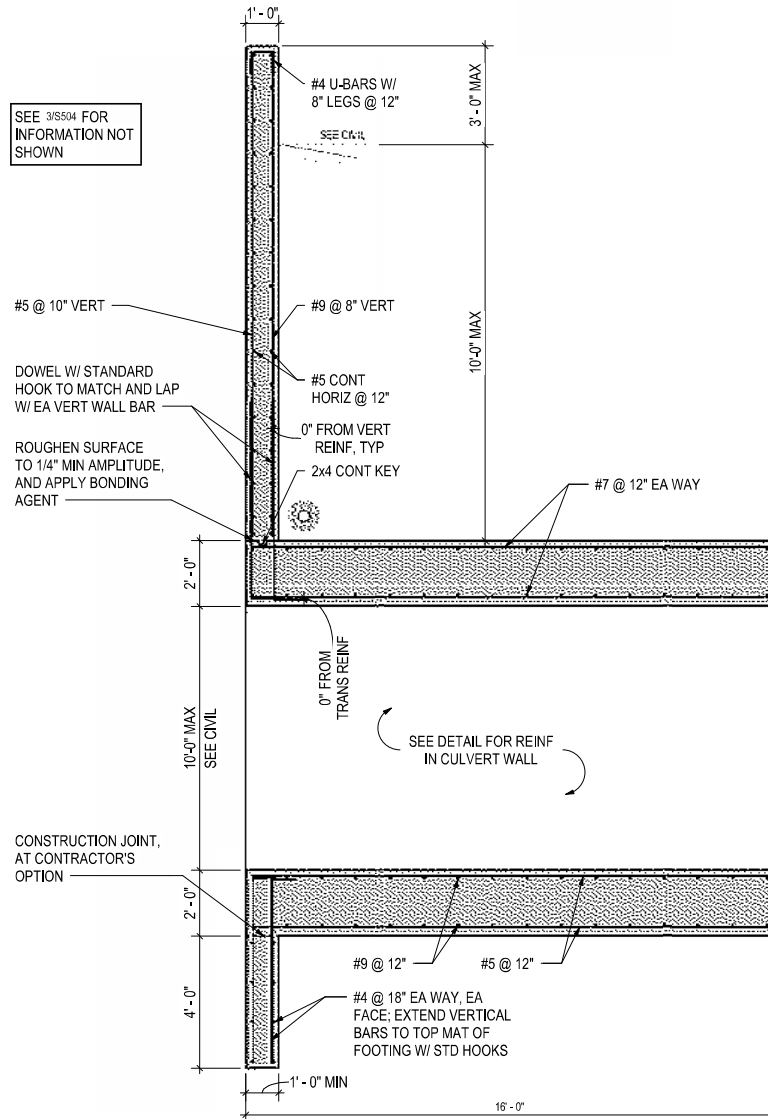
3 RETAINING WALL - NORTH SIDE OF CREEK (10'-0" MAX)
S504 NO SCALE



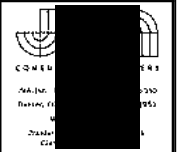
1 RETAINING WALL - SOUTH SIDE OF CREEK (16'-0" MAX)
S504 NO SCALE



4 TYP CULVERT SECTION
S504 NO SCALE



2 RETAINING WALL AT CULVERT
S504 NO SCALE



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HIAWATHA GARDENS DANCE HALL	CONCEPT DETAILS - FLOOD RETAINING WALL AND CULVERT DETAILS (OPTION 1)
10 OLD MAN'S TRAIL MANITOU SPRINGS, CO 80829	

SHEET NO.	S504
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**Hiawatha Gardens Remodel
Manitou Springs, Colorado
Electrical SD Narrative**

Project Description:

This narrative is to provide some outline design ideas for the historic Hiawatha Gardens Dance Hall in Manitou Springs. The architect has proposed two options. ~~Option one is an enclosed structure with an attached addition for restrooms, utility, storage, meeting room and kitchen.~~ The second is an open air dance hall that is covered but open on the sides with a detached restroom, utility, and storage building. The narrative will look at the different electrical systems and break down the design into three sections. One where both options share the same solution and then separate option one and option two sections where systems will differ.

The codes used for the basis of this design narrative are the 2021 IBC, 2021 IECC and the 2023 NEC.

Electrical Service:

Both Options

The electrical service for this building is an existing 240/120V, single phase, three wire system. It only appears to be feeding a few cameras attached to the exterior of the dance hall so it's a very limited service. The existing service is fed overhead to an exterior mounted meter and panel mounted to a post adjacent to the building. Since this appears only to be for cameras a new service will be needed for both options one and two to serve new electrical loads for the building. Coordination with the utility company will determine any new routing required to get the new larger service to the new service entry location.

Electrical Distribution:

Both Options

The existing service panel and meter can be removed. This will no longer be needed as it is undersized. No electrical panels were observed inside the dance hall, but if any are found they should also be removed.

Option 1 Enclosed

~~Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 400 amp cold sequence disconnect. Provide a 400 amp, 240/120V, single phase, three wire service. From this 400 amp main disconnect feed a 400 amp panel in the utility room. This panel should be a two section, 84 circuit, panel to serve all branch circuits of the building. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.~~

Option 2 Open Air

Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 200 amp cold sequence disconnect. Provide a 200 amp, 240/120V, single phase, three wire service. From this 200 amp main disconnect feed a 200 amp panel in the utility room. The panel located in the utility room will feed the restroom core electrical loads. This panel will also serve a sub panel located in the dance hall structure to serve the electrical branch circuits in the dance hall. This should be a 100 amp, 240/120V, single phase, three wire panel with 42 circuits. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.

General Power:

Both Options

All existing conduit, switches, lights, junction boxes and receptacles should be removed from the existing dance hall.

Provide a quad receptacle at all column locations in the dance hall for general use.

Provide a single duplex mounted at +48" in the storage room.

Provide one GFCI duplex, mounted above counter, in each bathroom near the sinks.

Provide a GFCI duplex with a weather proof in use cover at all exterior doors.

~~Option 1 Enclosed~~

~~Provide four duplex outlets in the hall between the dance hall and restroom core area.~~

~~Provide a duplex every 12' around the perimeter of the meeting room. Provide a duplex on the south wall mounted at 6' AFF for a TV. Provide three GFCI duplex outlets mounted above the counter in the meeting room. Provide a dedicated GFCI duplex for a small under counter refrigerator in the meeting room. Provide a recessed floor outlet in the center of the meeting room.~~

~~Provide a NEMA 14-50R receptacle for a range in the kitchen. Provide a dedicated duplex for a refrigerator. Provide a dedicated duplex for a combination microwave/hood above the range. Provide four GFCI above counter duplex outlets for general kitchen loads. Provide two general purpose duplex outlets in kitchen.~~

Option 2 Open Air

Devices in the open air dance hall should be GFCI.

Mechanical Equipment:

Both Options

Provide power to an 18KW water heater.

Provide power to all small mechanical loads such as a circulation pump for the hot water, exhaust fans for the restrooms.

~~Option 1 Enclosed~~

~~Provide power to two rooftop units, a 12.5 ton and a 25 ton unit. Provide power to 0.5KW radiant heaters in the exterior accessed restrooms as well as a 1.0KW radiant heater in the utility room.~~

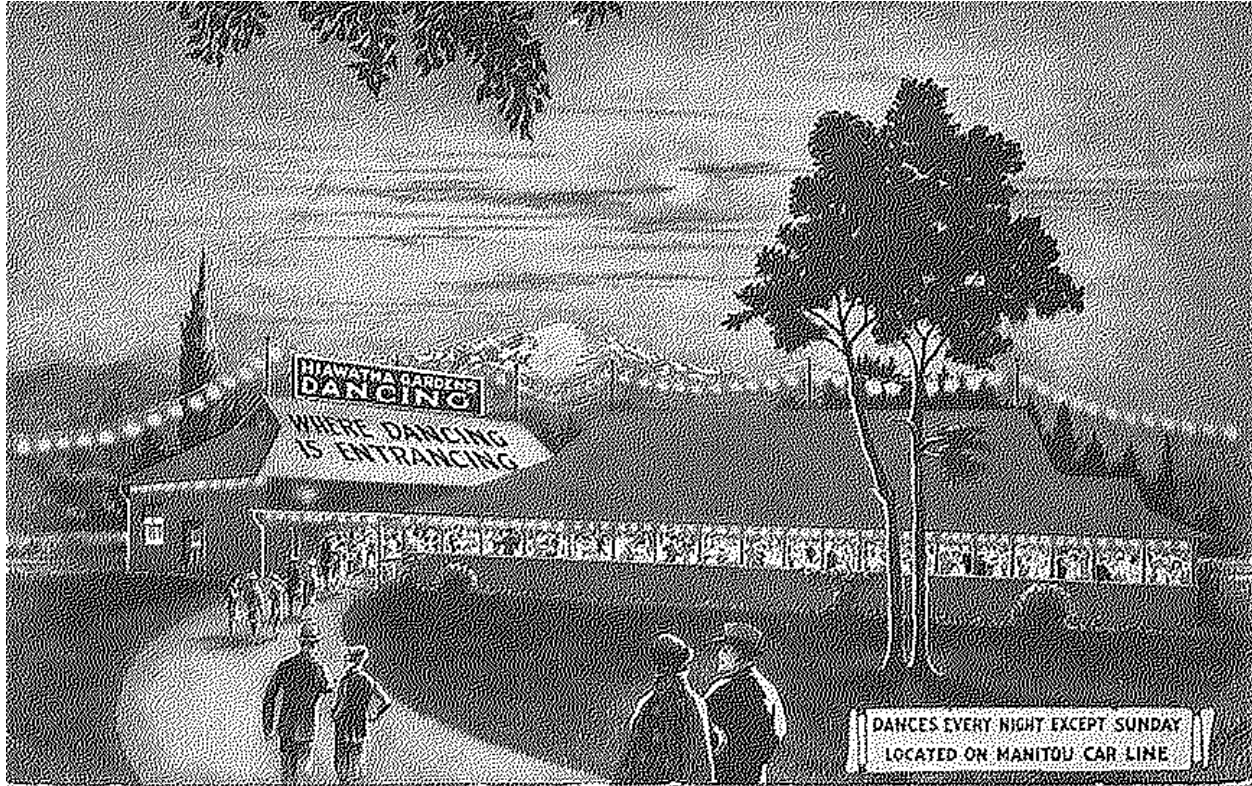
Option 2 Open Air

Provide power to radiant heaters located in the restrooms. Each heater will be 750W. The family restrooms will require a single heater each and the larger gendered restrooms will each require three heaters. Provide power to a 750W unit heater in the utility room. Provide power to three ceiling fans in the dance hall.

Lighting & Lighting Controls:

Both Options

Provide string lights around the perimeter of the building under the eave to provide a similar look to the picture below. Light fixture similar to Tivoli Lightsphere 2.0.



Strig Lights Under Eave

Backlight the letters of the roof mounted sign using exterior rated tape light. Use a tape light similar to Kelvix static white UNix-WL series.

Provide an emergency egress light above each exterior egress door. Similar to Lithonia AFN series.

Egress lighting will be provided by a central inverter that will power select light fixtures when power is lost. This inverter will be mounted in the electrical room. Anticipated size is probably two 525VA inverters similar to Evenlite Liteminder series #LM-52-LC-V1. Provide exit lights at all exit doors. Similar to Lithonia LQM series.

Provide simple 4' LED strip lights for the utility and storage rooms. These can be controlled by a wall mounted motion sensor with an on/off switch. Provide strips similar to Lithonia CSS series.

Restrooms will remain open to the public and accessible from the outside so the lighting and lighting control in these spaces should be vandal resistant. A simple linear LED fixture like Luminaire LED #CLF7L would work well. These fixtures are pretty minimum for a vandal resistant option while also able to house motion sensors inside the fixture so that lights are auto on and off from a sensor that is also vandal resistant and hidden within the fixture. For the small individual restrooms a single unit in the center should be fine while in the larger restrooms a row over the stalls and another row at the vanities will be required.



Restroom Linear

Provide three layers of light in the main historic dance hall. These layers are decorative pendants mounted between the trusses, wall sconces around the perimeter and an LED uplight hidden on the top of the beams to uplight the structure. The uplight should be a simple tape light in a small channel similar to Kelvix CH channel. The pendants and sconces should be decorative fixtures appropriate for the time period. An example of each is shown below. Refer to the lighting layout in the corresponding schematic plans provided with the narrative This layout is for option #1, option #2 will have a similar layout just less cope with no kitchen and multipurpose room.



Dance Hall Pendant



Dance Hall Sconce



Truss Mounted Channel Uplight

Provide a lighting control dimming system similar to Lutron Athena with Energi Savr modules to dim and control the dance hall and exterior lights. Each layer of light should be controlled on its own dimming zone. A touch screen control station to control the lights in the dance hall should be coordinated with the owner. The touch screen should have preset scenes as well as a manual option to set up a custom scene.

The exterior lighting shall be auto on and auto off using a time clock and photosensor connected to this same lighting control system, these lights just wont need to be dimmed.

~~Option 1 Enclosed~~

~~For the hall to access the restrooms that will remain open a round vandal resistant light fixture shall be used. This will have a motion sensor in it behind the lens to turn lights on and off automatically. Fixture shall be similar to Luminare LED #ARV13.~~



Restroom Hall Vandal Resistant

For the halls connecting the new addition to the historic dance hall provide surface mounted period style fixtures. This will help tie the new space into the historic dance hall. These lights will be controlled with the same Lutron control system as the dance hall and just be placed on their own zone.



Ceiling Surface Mount

For the multipurpose room provide a combination of the period wall sconces and surface mounts found in the hall and dance hall. It will probably be helpful to include small aperture, 3" or 4" recessed downlights as well to help boost light levels in this room making it more flexible for uses that will require higher light levels. The lighting controls should be local dimmers that control the sconces, decorative ceiling and recessed downlight separate. Motion sensors shall be placed in the space to make sure lights go off when the space is not occupied.

For the kitchen provide a lensed LED recessed troffer providing 50 footcandles of light required by the health department. A simple troffer like Lithonia #BLT is an example. The lighting controls will be a dimmer switch at the door with ceiling mounted motion sensors to make sure lights are off when the space is not occupied.



Kitchen Troffer

Option 2 Open Air

Provide a recessed step light in all planting beds between the dance hall and the bathroom core to provide a soft glow of light. Provide a step light similar to Ligman type URA-40691. These should be controlled with the string lights around the exterior of the building and be auto on/off.



Step Light

The sconces used in the open air version of the dance hall will probably need to be wet listed due to their proximity to the openings.

Fire Alarm:

Both Options

The building is a type A occupancy with a load of more than 300. This will require a manual detection and notification system. Provide manual pull stations at all exits. Provide a smoke detector in all enclosed spaces. In

large rooms space smoke detectors about 30' apart. Provide a horn strobe every 75' in all occupied spaces. Provide a fire alarm control panel in the utility room.

~~Option 1 Enclosed~~

~~Provide duct detectors for each roof top unit. Provide unit shut down relays that will turn off roof top units when the fire alarm system is going off.~~

Access Control:

We do not anticipate any electronic access control on this site.

Security:

Both Options

The security system shall record and store 30 days worth of data. This head end can be located in the utility room. Provide four cameras around the exterior to monitor the outside of the building.

Provide two cameras in the dance hall on opposite ends to monitor the dance space.

~~Option 1 Enclosed~~

~~Provide a camera in the meeting room.~~

Provide a camera in the kitchen.

Provide two cameras to monitor the hall connecting the dance hall to the restroom core.

Tele/Data:

Both Options

Provide a small wall mounted rack in the utility closet to house some basic telecom. Anticipate two WAP for wifi in the dance hall.

~~Option 1 Enclosed~~

~~Provide a WAP in the multi purpose room.~~

Provide a WAP in the kitchen.

Audio/Visual:

Both Options

Provide a sound system in the utility room rack. At a minimum we would anticipate this to have access to the internet for a subscription music program. There should also be Bluetooth for users to hook up their own music. In the music hall provide connections for DJs to connect into the sound system. This system should also have a wireless microphone that can be used over the speakers.

Provide speakers mounted to the end walls and on both sides of trusses. These speakers should be high quality three way speakers able to produce a high quality sound expected at a dance hall. Anticipate about 18 speakers.

~~Option 1 Enclosed~~

~~Provide four recessed speakers in the hall between the dance hall and restroom core that plays the same sound as the dance hall.~~

Provide a large, roughly 65", wall mounted TV in the multipurpose room. Provide a wall plate below the TV recessed in the wall for user input. These should include USB and HDMI. Provide six recessed speakers in the space that play any sound from the TV in the space.



KEY	DESCRIPTION
-----	-------------

LIGHTING CONTROL SCHEDULE	
KEY	DESCRIPTION

1	THREE ZONE SWITCH WITH ON/OFF AND DIM FOR EACH ZONE
M1	CEILING MOUNTED DUAL TECHNOLOGY MOTION SENSOR

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

Delta	Description	Date Issued
-------	-------------	-------------

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

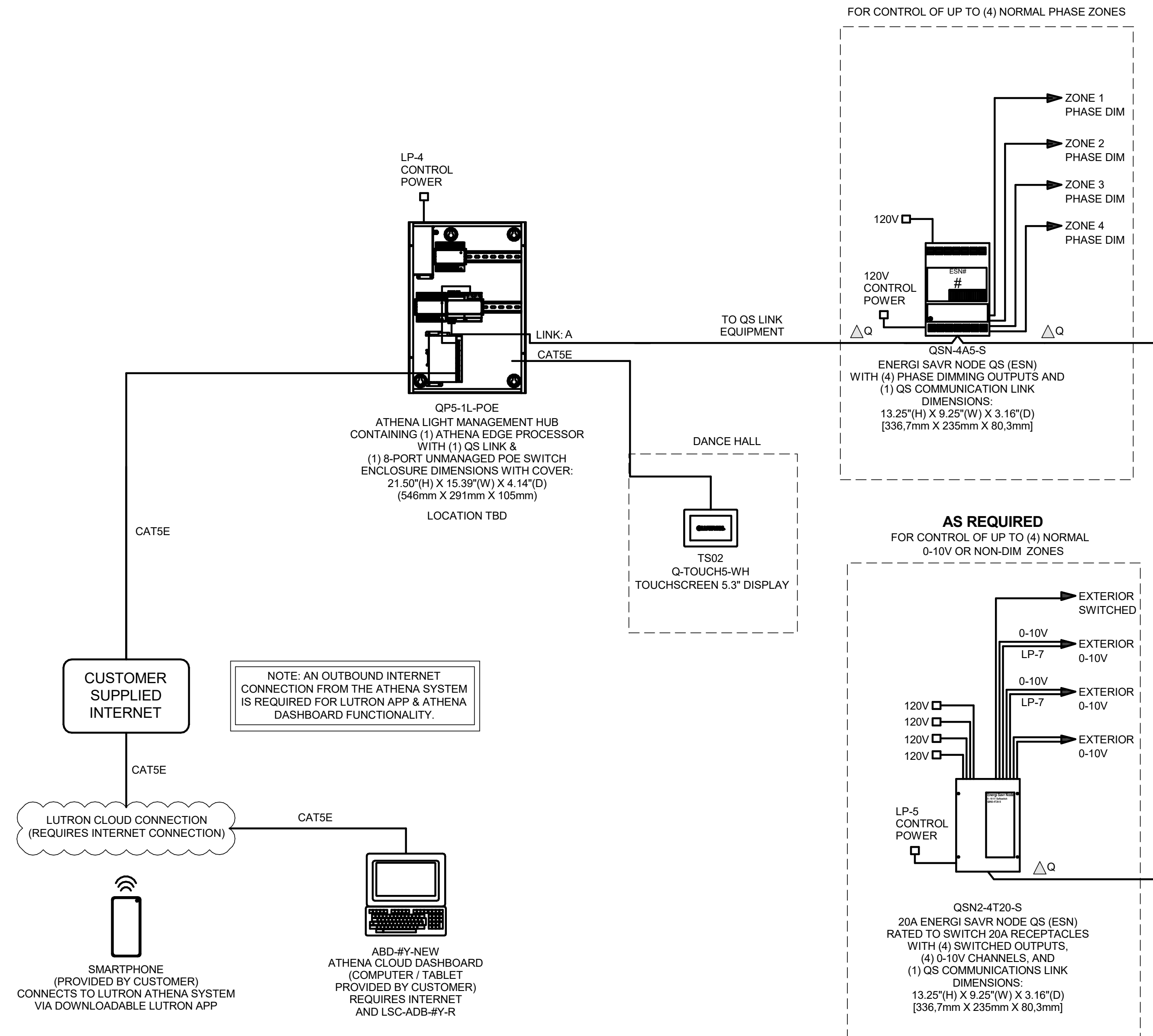
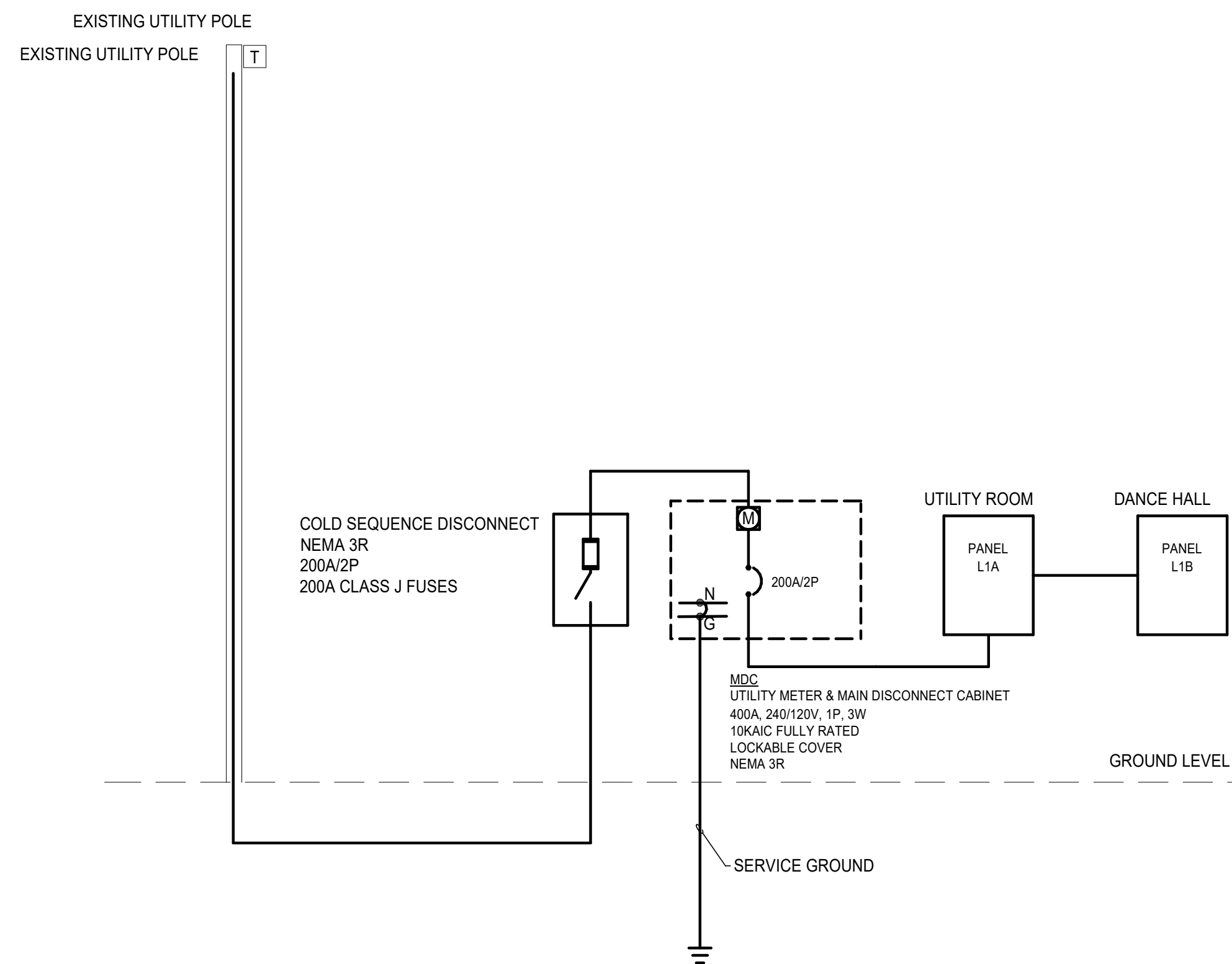
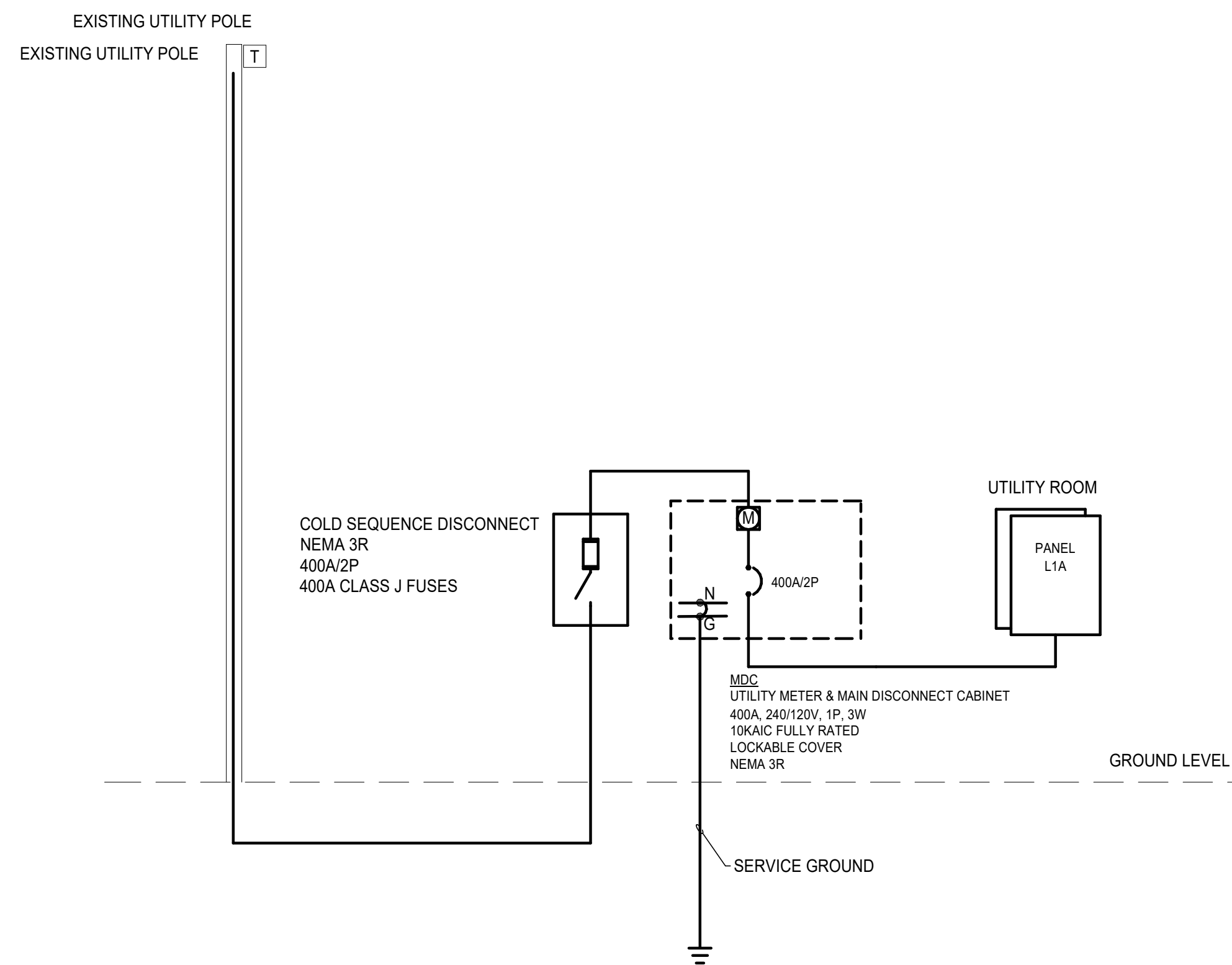
LIGHTING PLAN OPTION #1

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
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SHEET No.

E101



- NOTES:
1. LOW VOLTAGE CABLE SHOWN SHALL BE VERIFIED IN THE SHOP DRAWINGS WITH LUTRON. USE THE INDICATED FOR BIDDING PURPOSES.
 2. REFER TO LUTRON INSTALLATION INSTRUCTIONS FOR WIRING DIAGRAMS FOR ALL COMPONENTS. THE INTENT OF THIS ONE-LINE IS TO BE SCHEMATIC.
 3. FOR THE WIRE LABELED WITH A "Q" USE THE TABLE BELOW.

TOTAL CONTROL LINK LENGTH	WIRE GAUGE	AVAILABLE FROM LUTRON IN ONE CABLE:
LESS THAN 500ft (152.4 m)	POWER (TERMINALS 182): 1 PAIR 18 AWG (1.0 mm ²)	GRX-PCBL-346S (NON-PLENUM) OR GRX-PCBL-346S (PLENUM)
	DATA (TERMINALS 384): 1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED*	
500ft (152.4 m) TO 2,000ft (610 m)**	POWER (TERMINALS 182): 1 PAIR 12 AWG (4.0 mm ²)	GRX-PCBL-46L (NON-PLENUM) OR GRX-PCBL-46L (PLENUM)
	DATA (TERMINALS 384): 1 PAIR 22 AWG (0.5 mm ²), TWISTED AND SHIELDED*	

HIAWATHA GARDENS
DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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ELECTRICAL ONE-LINE DIAGRAMS AND LIGHTING CONTROL SCHEMATIC

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	KLY	KLY	KLY

SHEET No.

E102



October 21, 2024

Hiawatha Gardens Historic Dance Hall Manitou Springs, CO

Mechanical and Plumbing Schematic Design Narrative

This narrative is to describe the mechanical and plumbing systems to be utilized at the Historic Hiawatha Gardens Dance Hall. The site is being designed around two individual concepts; ~~the first option is to have an enclosed dance hall and adjoining restroom/utility spaces~~, the second option is to have an open air dance hall and a separate building that will contain restroom facilities for the site. ~~The building in option one consists of +/- 8,200 square feet with approximately 5,000 SF of open meeting/dance space. The remaining spaces include a meeting room, storage area, warming kitchen, restrooms and a utilities room.~~ For Option two the dance hall footprint remains the same but the space is open to the environment with no environmental control. The second building of option two consists of +/- 800 square feet of restrooms and storage only. The plumbing and mechanical systems capacities will be sized to accommodate the areas noted above.

The following codes will be utilized for the design basis:

- IBC 2021
- IMC 2021
- IPC 2021
- IFGC 2021
- IECC 2021 (Prescriptive Path)

Design Conditions (Per client design guidelines and ASHRAE)

Colorado Springs, CO, USA
6,300'

Outside ambient temperatures

Summer DB	92.0 F
Summer WB	61.0 F
Winter DB	-10.0 F (5-year minimum)

Occupied room temperatures

Cooling 75.0 F
Heating 70.0 F

Commissioning will be required for the mechanical and plumbing system as required by the 2021 IECC.

Mechanical System

The mechanical system shall be designed to match the two distinct floor plan options and each option will have different requirements. ~~For option one heating and cooling will be designed for all spaces~~, while for option two the detached restroom building will be designed for heating only and the dance hall shall remain unconditioned.



Option one will be designed using single-zone dual fuel heat-pump rooftop units with dry-bulb economizers. The anticipated equipment layout and distribution for option one will be as follows:

RTU-1

Serves Dance Hall
Approximately 5,000 S.F.
25 nominal Ton unit

RTU-2

Serves Auxillary spaces
Approximately 3,200 S.F.
12.5 nominal Ton unit

Separate from RTU-2 in option one the exterior accessible restrooms cabinet unit heaters 0.5 kW cabinet heaters will be utilized and in the utilities space a 1 kW unit heater will be used.

Option two will utilize radiant heaters in the necessary spaces to maintain temperature and prevent freezing. Radiant heat panels will be utilized in the ceiling to produce the necessary load. The panels will each be 750W and 2'x4' in size. One panel will be required for each family restroom. For the larger gendered restrooms, three panels will be required for each space. In the utility room a 0.75 kW unit heater will be utilized.

General exhaust shall be provided for the restrooms and janitor closet in both design options. In both design options a quantity of 850 cfm is required total. In option one a single roof mounted exhaust fan will be utilized to cover this load. In option two a single inline fan will be utilized and will exhaust the required cfm to a louver.

Ceiling fans will be provided in the dance hall in option two. A quantity of three fans similar to Canarm model H-9330 is recommended.

Plumbing System

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new domestic cold water, domestic hot water and hot water recirculation, and sanitary sewer piping. Plumbing fixture counts shall be taken from the architectural plans. Plumbing fixtures shall meet ADA requirements. The plumbing system requirements will remain mostly identical between the two design options. The hot water system shall consist of a 50 gallon 8 kW electric water heater. The hot water system will consist of a hot water recirculation pump that runs on an occupied/unoccupied schedule on an aquastat.

The plumbing system will consist of a 1-1/2" domestic cold water tap and meter. The domestic cold water service from the meter to the building will be upsized to 2" to accommodate for pressure losses. It is assumed that the cities' water main has enough pressure that a domestic water booster pump is not required.

All water lines throughout the building shall be Type L copper with wrought solder fittings.

A 4" sanitary line and 3" vent line will serve all plumbing fixtures.



All waste lines on the interior of the building shall be cast-iron. All waste line connections shall be made with Husky H4000 bands or equal. All waste lines below grade shall be PVC.

~~For the option one rooftop units a new gas line and meter will be required. The gas line will be 3/4" in size and supply gas at 2.0 psi.~~

The plumbing fixture specifications shall be as follows:

- Water closets shall be 1.28 GPF vitreous china with battery-powered flush valves.
- Urinals shall be pint flush vitreous china with battery-powered flush valves.
- Lavatories shall be wall hung vitreous china with wall carriers connected to the floor, and 0.5 GPM auto faucets. Each lavatory faucet shall have a thermostatic mixing valve mounted as close to the bottom of the fixture as possible to avoid tampering. Insulation kits shall be provided below all lavatories for accessibility.
- Floor drains shall be nickel alloy finish. All floor drains shall have Trap Guards. There shall be floor drains located in the kitchen, restrooms, and utility room.
- Floor sinks shall be white acid-resistant finish. There shall be a floor sink provided for the water entry backflow preventor.
- A wall hydrant in a lockable box at the exterior of the building shall be provided. The hydrant shall have a shut-off valve on the interior of the building as well.
- The roof shall have gutters, refer to architectural.
- ~~• As part of option one only the warming kitchen shall have single compartment sinks with a garbage disposal unit and faucet. An additional sink will also be available in the meeting room.~~
- A molded stone mop service basin with faucet having integral and check stops shall be provided in the utility room.
- Water hammer arrestors shall be provided as required, with access panels.
- Gas Piping will be schedule 40 black steel and paint on the roof.
- ~~• Roof hydrants will be located near mechanical equipment on the roof for option one.~~

End of Narrative

Hiawatha Gardens Ecological Characterization Study Manitou Springs El Paso County, Colorado

On Behalf of:

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Prepared by:



2435 Research Parkway
Suite 300
Colorado Springs, CO 80920

October 24, 2024

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1.0 Introduction

Matrix Design Group, Inc. (Matrix) prepared this Ecological Characterization Study per Manitou Springs Code Ordinance 18.03.10.5 on behalf of the City of Manitou Springs for the proposed drainage improvements at the historic Hiawatha Gardens building, located in Manitou Springs, El Paso County, Colorado. The proposed project includes concept level parking and pedestrian improvements, landscape improvements, and potential improvements to the adjacent Fountain Creek channel and floodplain.

2.0 Methods

For this assessment, Matrix first conducted a desktop analysis of the project area to determine whether known federal threatened and endangered species or critical habitat have been documented within or immediately adjacent to the proposed project area. Matrix queried the following sources to gain more information about the project area:

- The U.S. Fish and Wildlife Service (USFWS), Information for Planning and Consultation (IPaC) Official Species List for candidate, threatened, or endangered species, and their critical habitat for the project area (USFWS, 2022b)
- The Colorado State Wildlife Action Plan (CSWAP) and Colorado's Conservation Data Explorer (CODEX) for state listed Species of Greatest Conservation Need (SGCN) (CODEX, 2023)
- The U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) stream and waterbody data for a list of streams, waterbodies, and watersheds that intersect with the project area (USGS, 2022).
- The USFWS National Wetland Inventory (NWI) for a list of wetland and open water habitat that intersect with the project area (USFWS, 2022a).

A literature review was conducted for pertinent information on each USFWS federally listed species and Colorado state-listed species regarding their habitat preferences, life history requirements, distinguishing features, mobility/home-range requirements, reproductive needs, and sensitivity to anthropogenic disturbances.

A subsequent field review of the project area was conducted by Matrix staff on September 18th, 2024. In accordance with Code Ordinance 18.03.10.5, Matrix assessed the following:

- wetlands and perennial streams
- native and non-native vegetation communities
- locate and identify trees greater than 3 inches indicating their size and health
- passively record wildlife observed

The findings of the desktop analysis and field visit are summarized below. Features observed and recorded in the project area were located using a handheld GPS unit with sub-foot accuracy. This includes trees, ordinary high-water mark, top of bank, and shoreline.

3.0 Results

3.1 Wildlife Use of the Area and Habitat Value

The Endangered Species Act (ESA) of 1973 is administered the U.S. Fish and Wildlife Service (USFWS) and protects threatened and endangered species and their habitats. Potentially significant adverse effects

to federally listed species and/or their habitats require consultation with USFWS under Section 7 or Section 10 of the ESA. Effects on candidate species do not require formal consultation. USFWS serves as the deciding authority on the designation and development of species-specific conservation banks.

Under the ESA it is unlawful for any person to “take” an endangered species, including any significant habitat modifications that could alter species behaviors, such as mating or foraging, or other actions that may result in the further decline of that species. Therefore, a preliminary desktop analysis for any federally listed species that could occur at or near the project area was conducted. The IPaC report identified eight federally threatened, endangered, or candidate species that may be impacted by activities at or near the project, which are listed in [TABLE 1](#). Only species with the potential to occur will be evaluated for any constraints to development.

Table 1. Threatened and Endangered species with potential to occur in project area

Scientific Name	Common Name	Species Type	USFWS Status	Potential to Occur
<i>Canis lupus</i>	gray wolf	mammal	Experimental in CO	No
<i>Charadrius melodus</i>	piping plover	bird	Threatened	No
<i>Danaus plexippus</i>	monarch butterfly	insect	Candidate	No
<i>Laterallus jamaicensis</i>	eastern black rail	bird	Threatened	No
<i>Perimyotis subflavus</i>	tricolored bat	mammal	Proposed endangered	Yes
<i>Scaphirhynchus albus</i>	pallid sturgeon	fish	Endangered	No
<i>Spiranthes diluvialis</i>	Ute ladies'-tresses	plant	Threatened	No
<i>Strix occidentalis lucida</i>	Mexican spotted owl	bird	Threatened	No, final critical habitat

USFWS defines critical habitat as an area of land and water with physical and biological features that are essential for the conservation of a threatened or endangered species that may require special management considerations or protections (USFWS, 2004). The project area lies within final critical habitat for the Mexican spotted owl (*Strix occidentalis lucida*) (MSO) as defined by USFWS. MSOs prefer both forested and rocky-canyon habitats, disconnected from human encroachment (USFWS, 2023a). Following correspondence with local USFWS biologist, Kyle Lemaire, due to the urbanization and high human traffic throughout the City of Manitou Springs, MSOs are not expected to inhabit the project area, nor the surrounding area; therefore, this project is not expected to have adverse impacts on MSOs nor will there be any restrictions or limitations to the project construction due to the designated critical habitat.

The tricolored bat (*Perimyotis subflavus*) (TCB) is one of the smallest bats that is native to North America and can be found roosting in forests, caves, mines and/or human structures, such as barns, porch roofs, and bridges. In the winter months (November to April), they are known to hibernate in caves, mines, and the occasional road-associated culvert and/or bridge, where caves are less abundant. Their preferred prey items include small insects such as caddisflies, moths, beetles, wasps, and flies and are usually found foraging in the early evening along forest edges and over waterways. During the site visit, Matrix biologists observed suitable habitat throughout the project area, including large trees and various bridge and culvert structures that could potentially be utilized as roosting locations.

Following correspondence with local USFWS biologist, Kyle Lemaire, an informal decision of “may affect, not likely to adversely affect” determination was discussed. Due to the potential adverse effects to a

federally listed species and their habitat, the project will likely require consultation with USFWS under Section 7 or Section 10 of ESA (USFWS, 2022b) in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.

When planning for the construction of the project, it is recommended that development activities follow the proposed [Voluntary Environmental Review Process for Development Projects](#) developed by the USFWS to limit any potential impacts to the TCB or their habitat, during the disturbance. Due to the TCB being listed as proposed endangered, minimal conservation measures have been outlined by USFWS. Through conversations with USFWS and internal research, Matrix's recommendations include, but are not limited to, a qualified biologist completing bat presence/absence surveys within culverts and under bridges, prior to construction, in addition to restricting the removal of suitable roosting trees and shrubs during the summer months, outside of hibernation and active pup season (April to July), when individuals have the ability to depart from their potential roosting areas (USFWS, 2024).

3.2 Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) protects all migratory birds, raptors, and their active nests. The MBTA prohibits the removal or disturbance of active nests that would result in the loss of eggs or young. Migratory birds and raptors could potentially be impacted by the project, both directly through habitat loss and indirectly due to sound disturbance related to construction activities. Colorado Parks and Wildlife (CPW) recommends all construction-related disturbances occur outside of the migratory bird and raptor nesting season, January 15 through September 30. If disturbance occurs within the nesting season, it is recommended that a qualified biologist conduct a survey of the project area for nesting migratory birds within seven (7) days prior to clearing/grubbing or other construction activities. Desktop analyses identified twelve birds of conservation concern that may be impacted by activities around the project, which are listed in [TABLE 2](#).

Table 2. Migratory bird species of concern with potential to occur in project area

Scientific Name	Common Name	State Status*	SWAP** Tier	Potential to Occur
<i>Haliaeetus leucocephalus</i>	bald eagle	Eagle Act		No
<i>Selasphorus platycercus</i>	broad-tailed hummingbird	BCC		Yes
<i>Larus californicus</i>	California gull	BCC		No
<i>Haemorhous cassinii</i>	Cassin's finch	BCC	Tier 2	No
<i>Nucifraga columbiana</i>	Clark's nutcracker			No
<i>Coccothraustes vespertinus</i>	evening grosbeak	BCC		Yes
<i>Psiloscops flammeolus</i>	flamulated owl	BCC		No
<i>Aquila chrysaetos</i>	golden eagle	Eagle Act	Tier 1	No
<i>Melanerpes lewis</i>	Lewis's woodpecker	BCC	Tier 2	Yes
<i>Contopus cooperi</i>	olive-sided flycatcher	BCC	Tier 2	No
<i>Gymnorhinus cyanocephalus</i>	pinyon jay	BCC		No
<i>Leiothlypis virginiae</i>	Virginia's warbler	BCC	Tier 2	No

*BCC = Bird of Conservation Concern, **SWAP = State Wildlife Action Plan

There are three species of migratory birds that have the potential to be present at the project area, broad-tailed hummingbirds, evening grosbeaks, and Lewis's woodpecker. Construction timing should aim to occur outside of active nesting times for each species. Nesting for the identified species occurs from April to September. All vegetation removal, thinning, or other construction activities that impact vegetation should occur outside of the nesting window to prevent damage to nesting trees or direct take of adults, chicks, or eggs. If construction activities cannot occur outside of this window Matrix recommends for surveys to be conducted by a qualified biologist no fewer than five (5) days prior to construction activities to determine the presence/absence of the species noted. If active nests or nesting behaviors are observed, precautionary measures like buffer zones for work should be implemented to reduce any adverse impacts to the nesting birds. More information on [Nationwide Standard Conservation Measures](#) are provided by USFWS to reduce stress on nesting birds during development.

3.3 State and Local Protections and Considerations CODEX

Colorado's Conservation Data Explorer (CODEX) considers biological diversity, lands, hydrology, and other natural resources including potential impacts to threatened, endangered, and special concern species and their habitat within project areas. During our CODEX review, which includes a one-mile buffer of the project area, five Tier 1 Species of Greatest Conservation Need (SGCN) were noted to potentially occur within the project area, which are listed in [TABLE 3](#).

Table 3. SWAP Tier 1 species of concern with potential to occur in project area

Scientific Name	Common Name	Species Type	SWAP Tier	Potential to Occur
<i>Zapus hudsonius preblei</i>	Preble's meadow jumping mouse	mammal	Tier 1	No
<i>Corynorhinus townsendii pallascens</i>	Townsend's big-eared bat	mammal	Tier 1	Yes
<i>Leucosticte australis</i>	brown-capped rosy-finch	bird	Tier 1	Yes
<i>Myotis lucifugus</i>	little brown myotis	mammal	Tier 1	Yes
<i>Myotis thysanodes</i>	fringed myotis	mammal	Tier 1	Yes

The brown-capped rosy-finch can be found in higher alpine areas near meadows where they forage for seeds and insects along the edges of areas with melting snow. In the winter, they move to lower elevations to more forested habitats. Nests for this species have been found as high as 14,000 ft and are typically made in cliffs, caves, and old rockslides. This species has the potential to occur in this area during the winter months, however, there is no breeding habitat in the area so it is unlikely that they would be impacted by construction activities.

Townsend's big-eared, Mexican free-tailed (*Tadarida brasiliensis*), and myotis bat winter hibernacula habitat was identified within 1-mile of the project area. It is unlikely that construction activities will impact these species. However, removal of potential roosting trees should be minimized as possible, therefore, Matrix recommends that the removal, thinning, or alteration of any vegetation should be timed in accordance with the limits already set by the tricolored bat.

3.4 Habitat Considerations

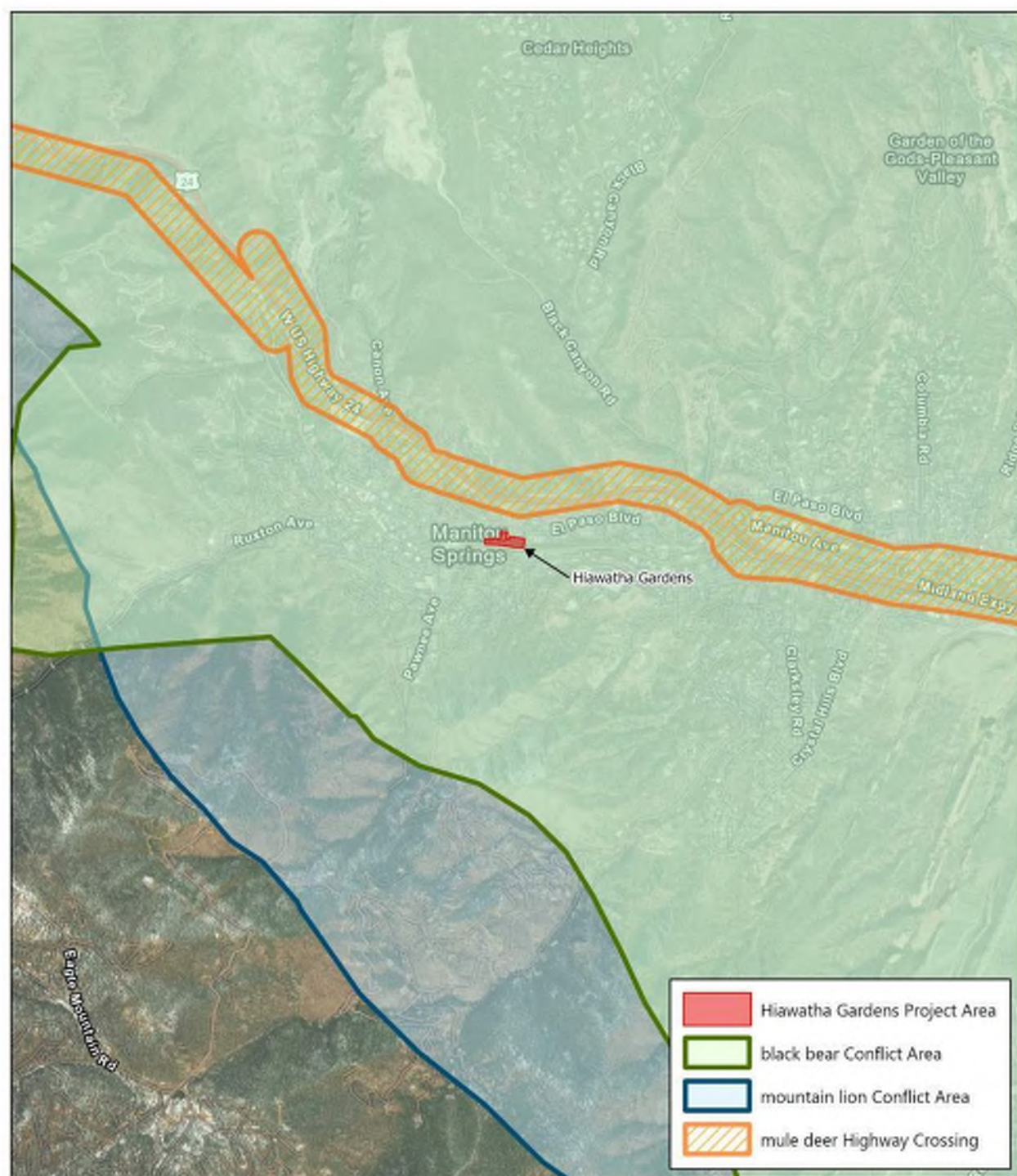
The project area is located along Fountain Creek which likely provides a movement corridor for large and small wildlife species [e.g., amphibians, reptiles, small mammals, and arthropods (insects and spiders, including pollinators), mule deer, and coyotes]. Signs of mule deer, including tracks and scat, were

observed along Fountain Creek during the visit to the project area. Other observations included black-capped chickadee (*Poecile atricapillus*), American crow (*Corvus brachyrhynchos*), hairy woodpecker (*Dryobates villosus*), and black-billed magpie (*Pica hudsonia*). A common garter snake (*Thamnophis sirtalis*) was observed near the creek during the visit which suggests the use of the area by this species. Due to the current conditions of the project area being an existing parking lot with an existing building and pedestrian and vehicular traffic moving through the site at regular intervals, it is unlikely that any species, beyond migratory birds, is spending a considerable amount of time within the project area for cover, nesting, or roosting. It is likely that Fountain Creek, and the associated vegetation, provides enough cover for wildlife to use the southern boundary of the project area as a movement corridor and short-term stopping place for water and foraging.

This area has been identified as a black bear and mountain lion human-wildlife conflict area by CPW (FIGURE 1). In developing the land adjacent to Fountain Creek there are opportunities to reduce conflict with nuisance wildlife species (e.g., prairie rattlesnake, raccoons, red fox, coyote, and mule deer) from negative interactions with people, their pets, and vehicles. Revegetation and landscape design in the project area should focus on reducing human-wildlife conflicts by keeping dense vegetation away from the surrounding commercial properties. CPW provides guidance for developers to reduce conflicts with wildlife: [Colorado Parks & Wildlife - Developing with Wildlife in Mind \(state.co.us\)](https://state.co.us/colorado-parks-wildlife-developing-wildlife-mind). This will help to keep species moving through the area near the floodplain of Fountain Creek and discourage movement through adjacent properties. Any changes to culverts, storm outfalls, or other structures potentially used for wildlife movement should be evaluated and the design will be adjusted to maintain or improve the safe passage of wildlife through the greater corridor while remaining mindful of human and wildlife safety.

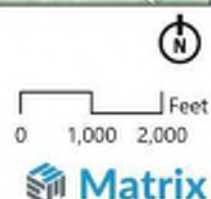
To the North of the project area, CPW has identified a mule deer highway crossing area across State Highway 24 (FIGURE 1). While we can assume mule deer are present within the Fountain Creek corridor, and thus likely use a portion of the project area as a movement corridor, there are no impacts to development because of the designated mule deer highway crossing. It is recommended that CPW's *Developing with Wildlife in Mind*, linked above, be utilized as a guide for design, and that careful consideration be given to the planting palette for landscape design to deter deer from becoming a nuisance within the new development.

Figure 1. Wildlife-Human Conflict Areas



HIAWATHA GARDENS
FIGURE: WILDLIFE-HUMAN CONFLICT AREAS

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.5 Wetland Boundary and Ecological Function

The project area is located within the Fountain Hydrologic Unit Code (HUC) 11020003, an approximately 594,176-acre watershed (FEMA, 2023). Based on a review of the USFWS National Wetlands Inventory (NWI), the project area contains Fountain Creek, which is classified as riverine unknown perennial, unconsolidated bottom, permanently flooded (R5UBH) (USFWS, 2023b). (FIGURE 2).

Figure 2. Fountain Creek at Hiawatha Gardens



Matrix staff visited the project area to delineate the limits of aquatic resources, including wetlands and the ordinary high-water mark (OHWM) that may be subject to CWA Section 404 jurisdiction (Waters of the U.S. or "WOTUS"). Additionally, the top of bank and shoreline were delineated as required by the City of Manitou Springs Code Ordinance 18.03.10.5. Approximately 0.01 acre of palustrine emergent (PEM) wetlands were mapped within the project area and contained hydrophytic vegetation, hydric soils, and indicators of hydrology. These wetlands are assumed to be sustained by Fountain Creek continuous flows and seasonal flooding. Emergent wetlands were primarily dominated by reed canarygrass (*Phalaris arundinacea*, Facultative Wetland [FACW]), bluejoint (*Calamagrostis canadensis*, FACW), and orchardgrass (*Dactylis glomerata*, Facultative Upland [FACU]). Wetlands were primarily confined to the fringe and floodplains of Fountain Creek. Wetland/upland transitions were delineated based on changes in vegetation community composition and presence or lack of wetland hydrology indicators. Two data points were collected along the wetland/upland transitions during the delineation to characterize the changes in vegetation, soil, and hydrology. Soils within the wetlands were recorded as 2.5YR 4/4, 7.5YR 3/2, and 10YR 2/1, fitting the Hydrogen Sulfide (A4) hydric indicator. Soil textures within wetlands consisted primarily of gravel and sand. Indicators of wetland hydrology included the primary indicators of Saturation (A3) and Hydrogen Sulfide Odor (C1). Secondary hydrology indicators observed included Drainage Patterns (B10), Geomorphic Position (D2), and FAC-Neutral Test (D5). These wetlands provide minimal ecological function through small amounts of filtration during high flow events, by improving water quality through the removal of pollutants and sediment within the channel.

Fountain Creek is shown as a perennial tributary to the Arkansas River on the USGS Fountain, CO Quadrangle Map and USGS NHD. Field observations confirmed the location and extents of Fountain Creek, running parallel to Manitou Ave and flowing from west to east, below Old Mans Trail, through the center of the project area.

The OHWM was primarily delineated based on water staining on the retaining walls, changes in slope, and changes in vegetation species and cover. This section of Fountain Creek is largely constricted by retaining walls, development, and high levels of foot traffic. Based on the OHWM delineation, approximately 0.24 acres and 675.2 linear feet of Fountain Creek were mapped within the project area.

All mapped resources, including delineated wetlands, OHWM, shoreline, and top of bank, per City of Manitou Springs Code Ordinance 18.03.10.5, can be referenced in [FIGURE 3](#).

Figure 3. Ordinary High Water Mark, Top of Bank, and Shoreline



HIAWATHA GARDENS
FIGURE: AQUATIC RESOURCES

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.6 Prominent Views

Views from the project area include Pike's Peak, the Manitou Incline, Fountain Creek, and the historic Hiawatha Gardens building (FIGURE 4). From the parking area, there are clear views of Pike's Peak and the Manitou Incline to the west. In the center lies the historic Hiawatha Gardens building with a painted mural. Fountain Creek runs west to east through the project area and multiple trails allow access near the creek and provide views of the waterway and large shade trees. Design plans should consider these views and creek access when proposing vegetation and general design to maintain or enhance these characteristics.

Figure 4. Representative photos of the site including views of Pike's Peak, Manitou Incline, the historic Hiawatha Gardens building, and Fountain Creek



3.7 Vegetation Communities

Vegetation in the project area is heavily associated with Fountain Creek with most plants occurring along its banks. There are little to no plants within the parking area of Hiawatha Gardens apart from a few juniper (*Juniperus sp.*) and pine (*Pinus sp.*) species near the current bus stop on Old Mans Trail and along El Paso Blvd to the north of the project area where there are other shrubs including rubber rabbitbrush (*Ericameria nauseosa*), and various forbs including annual sunflower (*Helianthus annuus*), Rocky Mountain beeplant (*Cleomella serrulata*), and ornamental grasses. Along the southern end of the parking area, along Fountain Creek there are large crack willows, Siberian elms, and cottonwood trees providing shade for the creek and a portion of the parking lot, while also providing a visual barrier between the project area and Manitou Avenue.

Although many of the large trees are considered invasive or noxious species by the Colorado Department of Agriculture, these mature and healthy trees provide much needed shade to the area, screening, and

habitat for various songbird species in the area. This higher vegetation coverage near the creek helps to keep wildlife moving through the project area and reduces the likelihood of them venturing into the surrounding properties or onto Manitou Avenue. Design plans should consider saving trees along Fountain Creek while still accommodating necessary channel improvements. While not an exhaustive list, the TABLES 4 AND 5 below list the species observed within the project area.

Table 4. Native species observed in the project area

Scientific Name	Common Name	Category	Wetland Status
<i>Cleome serrulata</i>	Rocky Mountain beeplant	Forb	FACU
<i>Ericameria nauseosa</i>	rubber rabbitbrush	Shrub	NI
<i>Fraxus pennsylvanica</i>	green ash	Tree	FAC
<i>Helianthus annuus</i>	common sunflower	Forb	FACU
<i>Juniperus scopulorum</i>	Rocky Mountain juniper	Tree	NI
<i>Populus deltoides</i>	plains cottonwood	Tree	NI
<i>Robinia pseudoacacia</i>	black locust	Tree	FACU
<i>Rosa woodsii</i>	Woods' rose	Shrub	FACU
<i>Salix amygdaloides</i>	peachleaf willow	Tree	FACW
<i>Symphoricarpos albus</i>	common snowberry	Shrub	FACU

Table 5. Non-native and invasive species observed in the project area

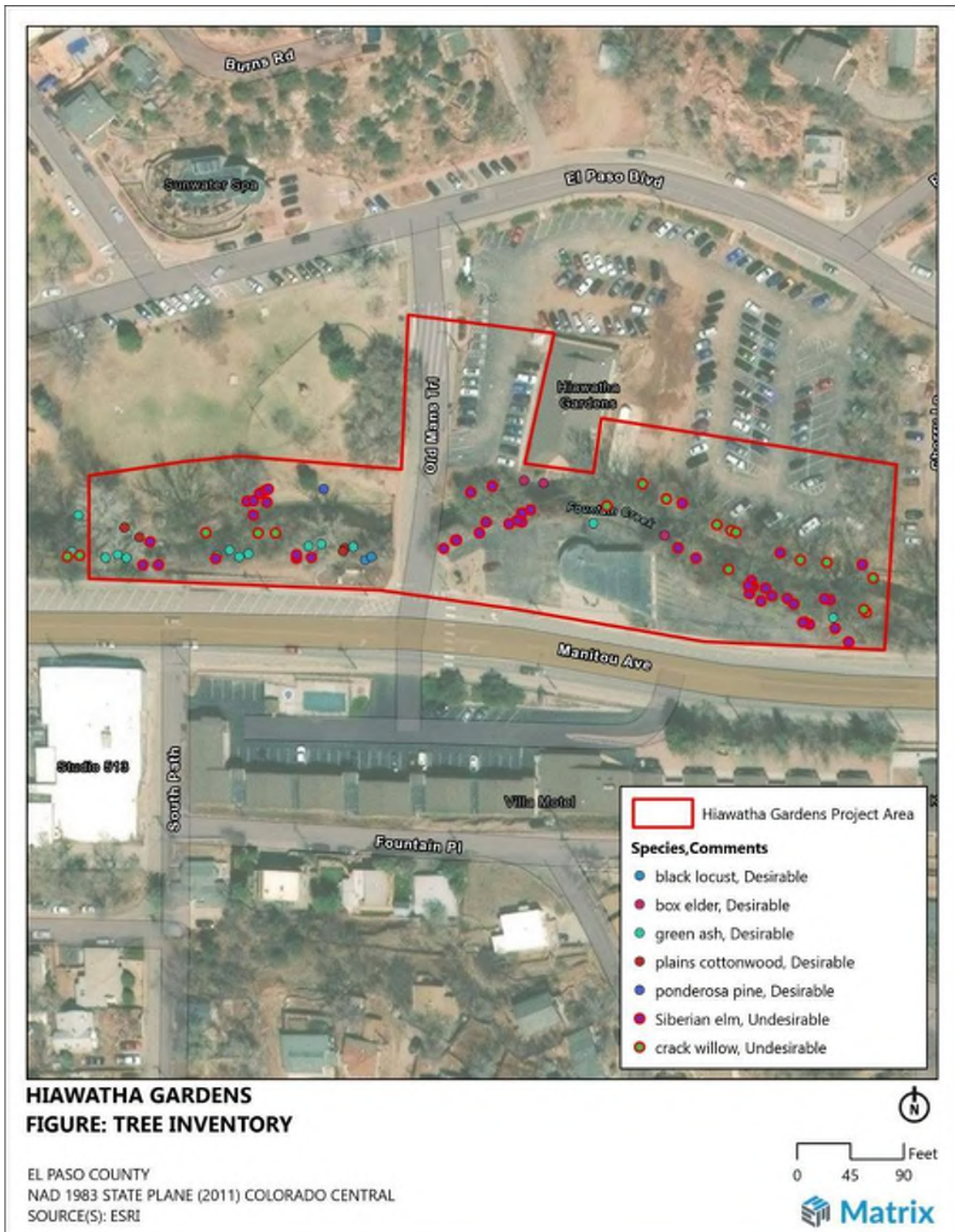
Scientific Name	Common Name	Category	Plant Status
<i>Agrostis gigantea</i>	redtop	Grass	Introduced
<i>Dactylis sp.</i>	orchardgrass	Grass	Introduced
<i>Melilotus officinalis</i>	sweet clover	Forb	Introduced
<i>Cirsium arvense</i>	canada thistle	Forb	List B Noxious
<i>Saponaria officinalis</i>	bouncing bet	Forb	List B Noxious
<i>Artium sp.</i>	common burdock	Forb	List C Noxious
<i>Elmus pumila</i>	Siberian elm	Tree	List C Noxious
<i>Salix fragilis</i>	crack willow	Tree	Invasive

3.8 Habitat Features and Ecological Function

Most of the project area includes an existing historic building, unpaved parking lot, the edge of a city park, and a small social trail system along Fountain Creek. Memorial Park is a traditional Kentucky bluegrass (*Poa pratensis*) lawn park with sparse, large plains cottonwood and various pine and spruce (*Picea sp.*) trees. The creek is lined with large crack willows and an understory of smaller trees and large shrubs. There were palustrine emergent (PEM) wetlands identified along Fountain Creek within the project area near the crossing at Old Mans Trail. The parking area has small pockets of vegetation along El Paso Blvd that could support a small population of pollinators given the species observed. The large trees and more dense vegetation observed along Fountain Creek provide cover, foraging opportunities, and possible nesting opportunities for birds and small mammals. Fountain Creek could also provide foraging habitat for various amphibians and reptiles. Design plans should aim to protect existing vegetation in place as

design allows and provide additional pockets of native vegetation, specifically selected to provide forage for pollinators and birds. The following map provides locations for trees observed in the project area greater than 3 inches in diameter and whether the species are considered “Desirable” (native) or “Undesirable” (invasive or noxious). Matrix recognizes the benefits of keeping certain trees even if they are invasive or noxious due to the benefits they provide to the project. Additionally, while green ash is a native species, because of the emerald ash borer (*Agrilus planipennis*), these trees are susceptible to dying if they have not been inoculated and should therefore not be prioritized for avoidance.

Figure 7. Tree Inventory



3.9 Timing of Development and Mitigation

The proposed project would include improvements to the Fountain Creek channel to reduce flood danger and provide improvements to the parking area at the historic Hiawatha Gardens building. Based on review of the USFWS IPaC, CODEX report, and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Design and construction planning should consider the species and characteristics of the project area discussed above and summarized below.

- The project area is located within a critical habitat designation for Mexican spotted owls; however, no adverse impacts are anticipated;
- Black bear- and mountain lion-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by CPW;
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project;
- Due to the possible presence of the tricolored bat (proposed endangered) and the three identified migratory birds listed as Birds of Conservation Concern, trees should only be removed or thinned between October 15th and December 15th to prevent any “take” of those species or their habitats.
 - This time frame for vegetation removal and thinning is also beneficial for the other bat species identified in the report;
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used as roosting trees during migration, mating, and pup-rearing periods. The project will likely require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

4.0 References

- [CBAP] Colorado Bird Atlas Partnership. 2016. Colorado Breeding Bird Atlas.
- [CODEX] Colorado's Conservation Data Explorer. 2023. Available on-line at: <https://codex.cnhp.colostate.edu/content/map/> Accessed October 2024.
- [CPW] Colorado Parks and Wildlife. 2015. Colorado's 2015 State Wildlife Action Plan. Available at: <https://cpw.state.co.us/aboutus/Pages/StateWildlifeActionPlan.aspx> Accessed: October 2024.
- [CPW] Colorado Parks and Wildlife. 2022. Threatened and Endangered, and Species Information. Available at: <https://cpw.state.co.us/>. Accessed: October 2024.
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- [FEMA] Federal Emergency Management Agency. 2023. National Flood Hazard Layer. Accessed in October 2024 at: <https://www.fema.gov/flood-maps/national-flood-hazard-layer>.
- [USFWS] Environmental Conservation Online System (ECOS). 2023a. Available at: <https://ecos.fws.gov/ecp/>. Accessed: October 2024.
- [USFWS] Final Designation of Critical Habitat for the Mexican Spotted Owl; Final Rule. 2004. Available at: https://www.fws.gov/sites/default/files/federal_register_document/04-19501.pdf Accessed October 2024.
- [USFWS] Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Version 1.0. 2024. Available at: Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Accessed October 2024.
- [USFWS] U.S. Fish and Wildlife Service. 2023b. National Wetlands Inventory (NWI). Available at: <https://www.fws.gov/wetlands/>. Accessed: October 2024.
- [USFWS] U.S. Fish and Wildlife Service. 2022b. Information for Planning and Consultation (IPaC). Environmental Conservation Online System. Available at: <https://ecos.fws.gov/ipac/>. Accessed: October 2024.
- [USGS] U.S. Geological Survey. 2022. National Hydrography Dataset (NHD). Available at: <https://www.usgs.gov/core-science-systems/ngp/national-hydrography>. Accessed: October 2024.
- Wickersham, Lynn E. (Editor). 2016. The Second Colorado Breeding Bird Atlas. Colorado Bird Atlas Partnership and Colorado Parks and Wildlife. Denver, Colorado.

5.0 Representative Photos



Photo 1. Fountain Creek looking East towards Old Mans Trail from project area boundary



Photo 2. PEM designated wetlands along Fountain Creek looking West from Old Mans Trail



Photo 3. Fountain Creek looking West from edge of project area and large crack willow along bank

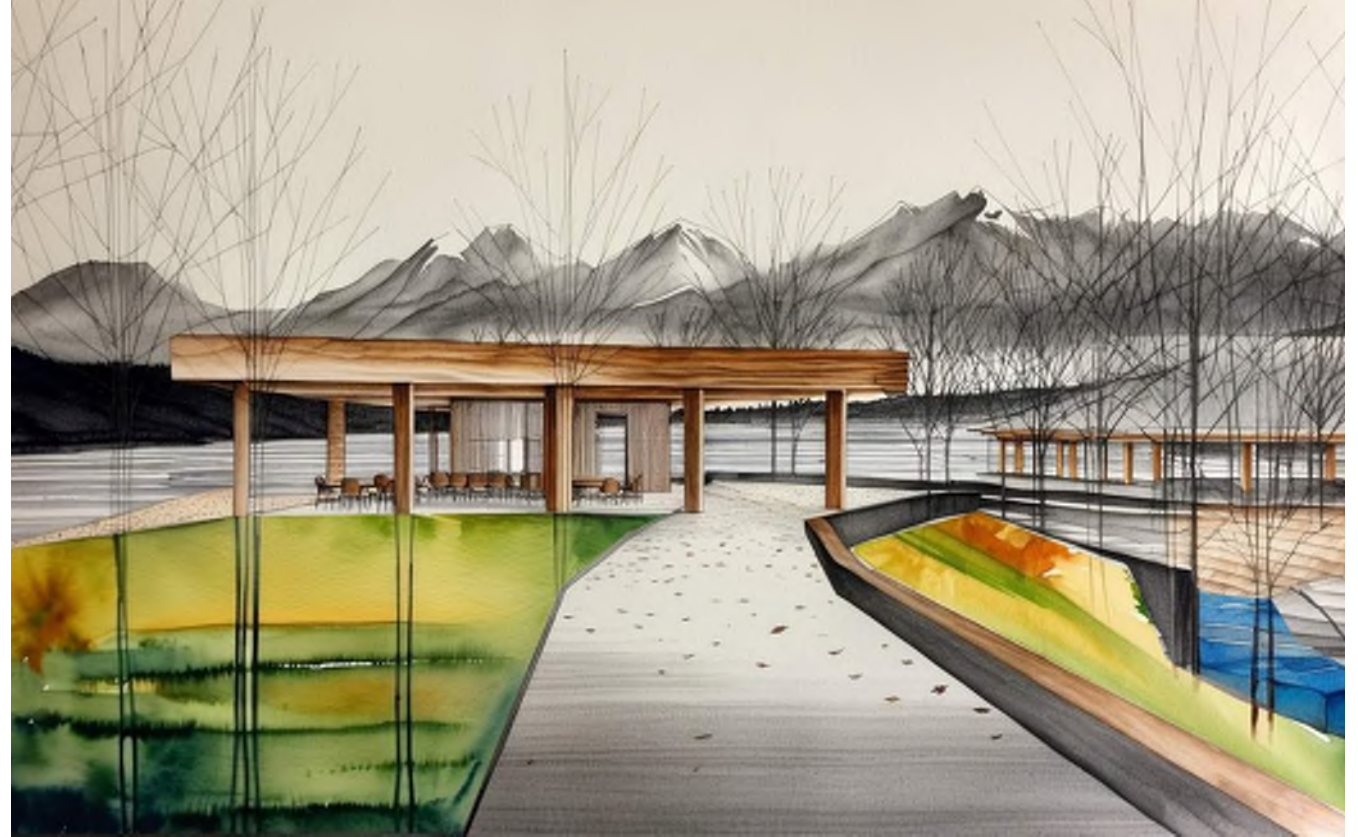


Photo 4. Hiawatha Gardens parking area



Photo 1. Parking area looking Northeast towards El Paso Blvd

CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK SITE EXPLORATION

GOALS

REDUCE BUS TRAFFIC ON EL PASO

REDUCE HIAWATHA GARDENS TRAFFIC ON EL PASO

IMPROVE THE CREEK WALK TRAIL

INCREASE ECONOMIC VALUE

INCREASE CREEK ACCESS

BRING ART AND EDUCATION INTO THE CORRIDOR



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK EXISTING SITE



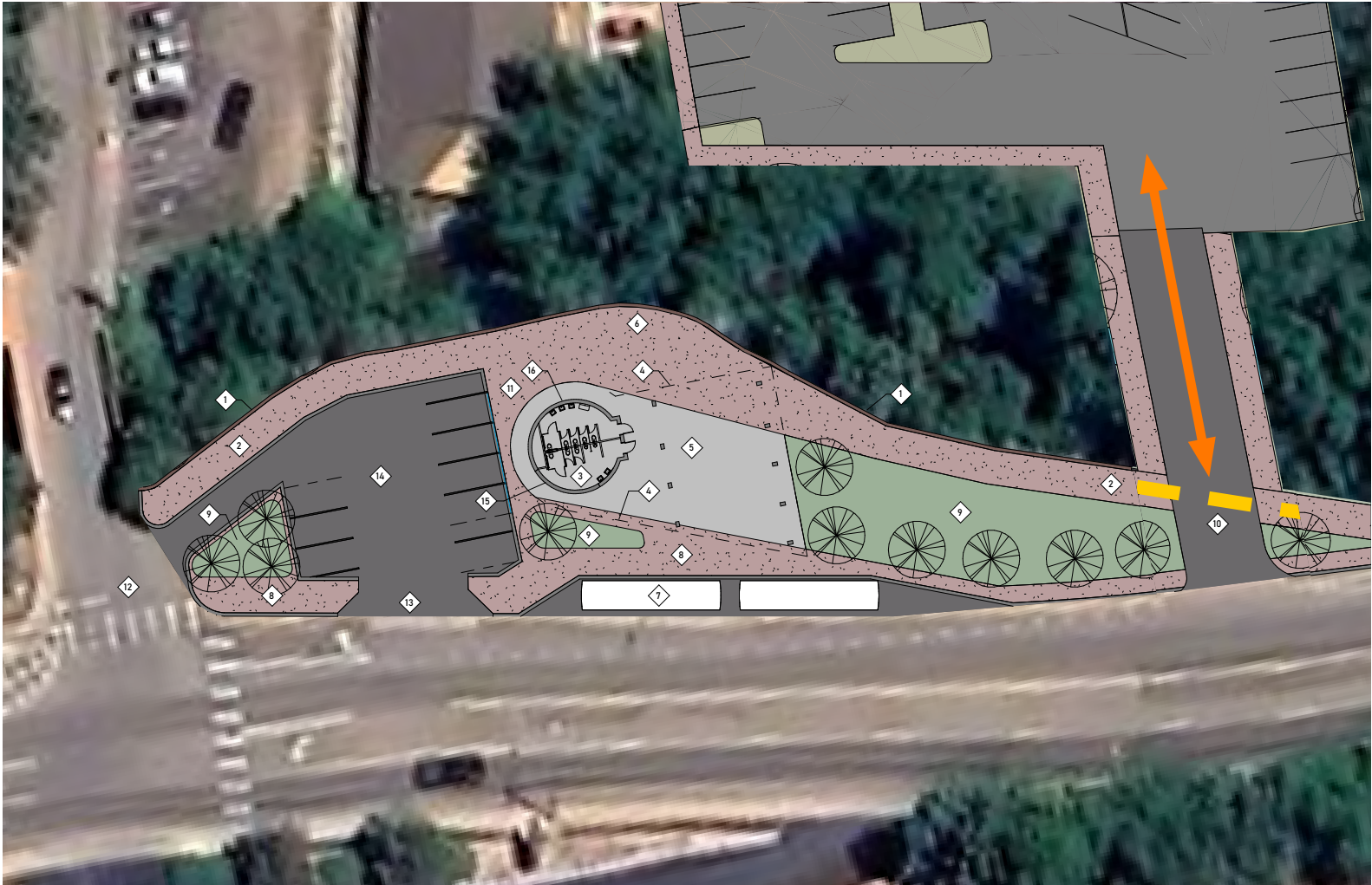
CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN

CHASE - OPTION 1 KEYNOTES

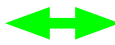
1. DEMO AND REPLACE METAL VEHICLE BARRIER ALONG ENTIRE NORTH EDGE WITH ORNAMENTAL PEDESTRIAN GUARD RAIL
2. NEW 10' WIDE CONCRETE CREEK WALK PATH; MANITOU RED
3. COMPLETE INTERIOR GUT OF EXISTING CHASE BANK BUILDING. REMODEL INTO RESTROOMS. CONCRETE FLOOR, TILE WALLS, WALL MOUNT WATER CLOSET AND LAVATORIES, HEATING ONLY. MATCH HIAWATHA GARDENS RESTROOM SCOPE IN GENERAL.
4. EXISTING CANOPY TO REMAIN. REMOVE EXISTING METAL SIDING AND REPLACE WITH NEW FINISH. ASSUME WOOD RAINSCREEN FOR PRICING. INSTALL NEW EPDM MEMBRANE.
5. COVERED PLAZA. CONCRETE SLAB; MANITOU RED
6. CREEKSIDE SEATING AREA
7. NEW CURB CUT FOR BUS PULL OFF
8. NEW CONCRETE; MANITOU RED
9. NEW PLANTER. ANNUAL BUSHES, PERENNIAL BUSHES, AND TREES
10. NEW VEHICULAR BRIDGE. RE; CIVIL
11. EXISTING BUILDING EXTERIOR WALL TO REMAIN. NEW WOOD RAINSCREEN OVER EXISITNG BRICK FOR PRICING.
12. ROADWAY REPAIR
13. EXISTING CURBCUT TO REMAIN
14. NEW PARKING LOT
15. INFILL EXISTING CURVED 20' X 8' STOREFRONT OPENING. ADD 10 NEW 24X72 WINDOWS WITH FROSTED GLASS.
16. 15 WALL MOUNTED BIKE RACKS

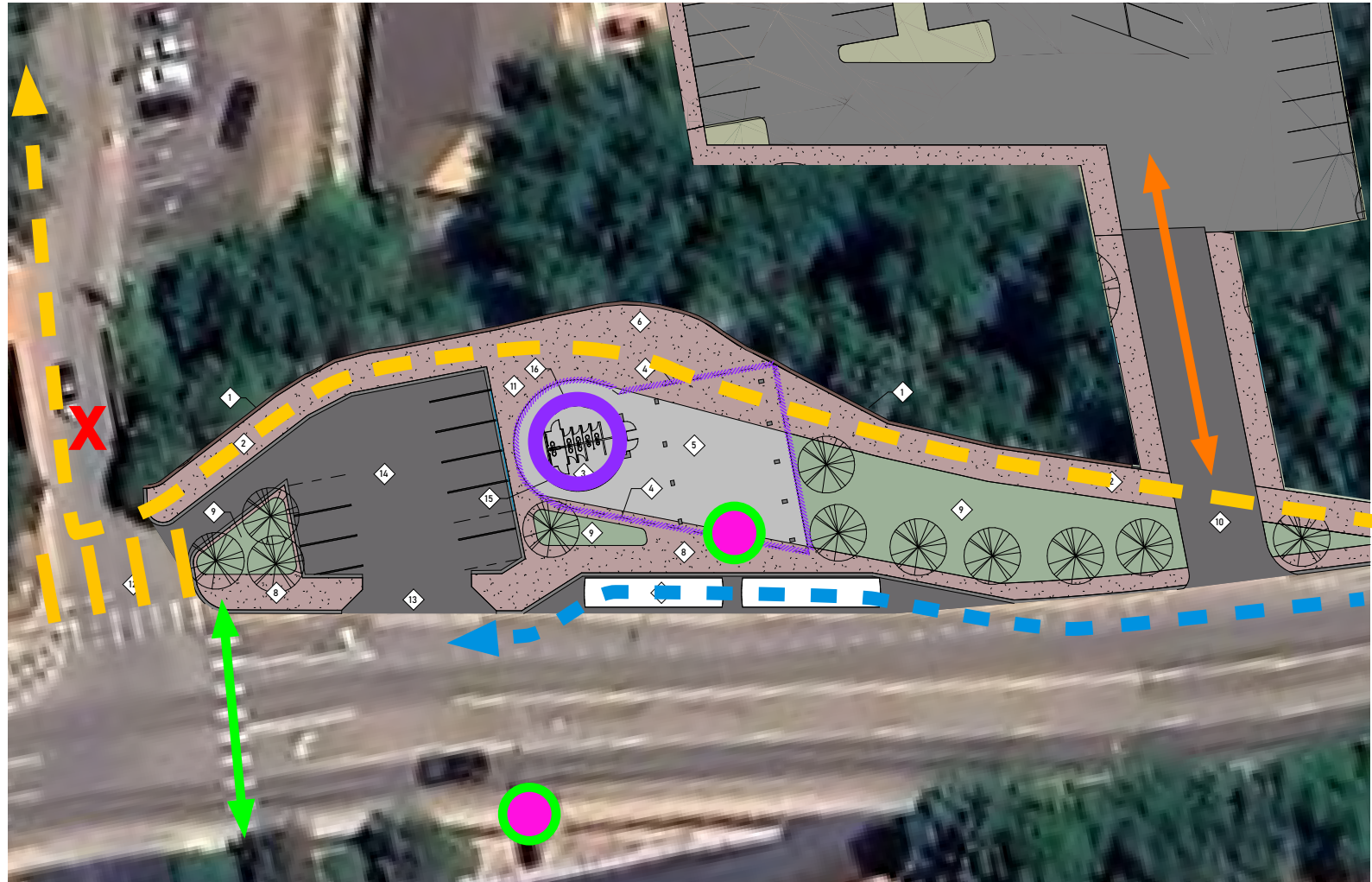


CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN WITH BRIDGE

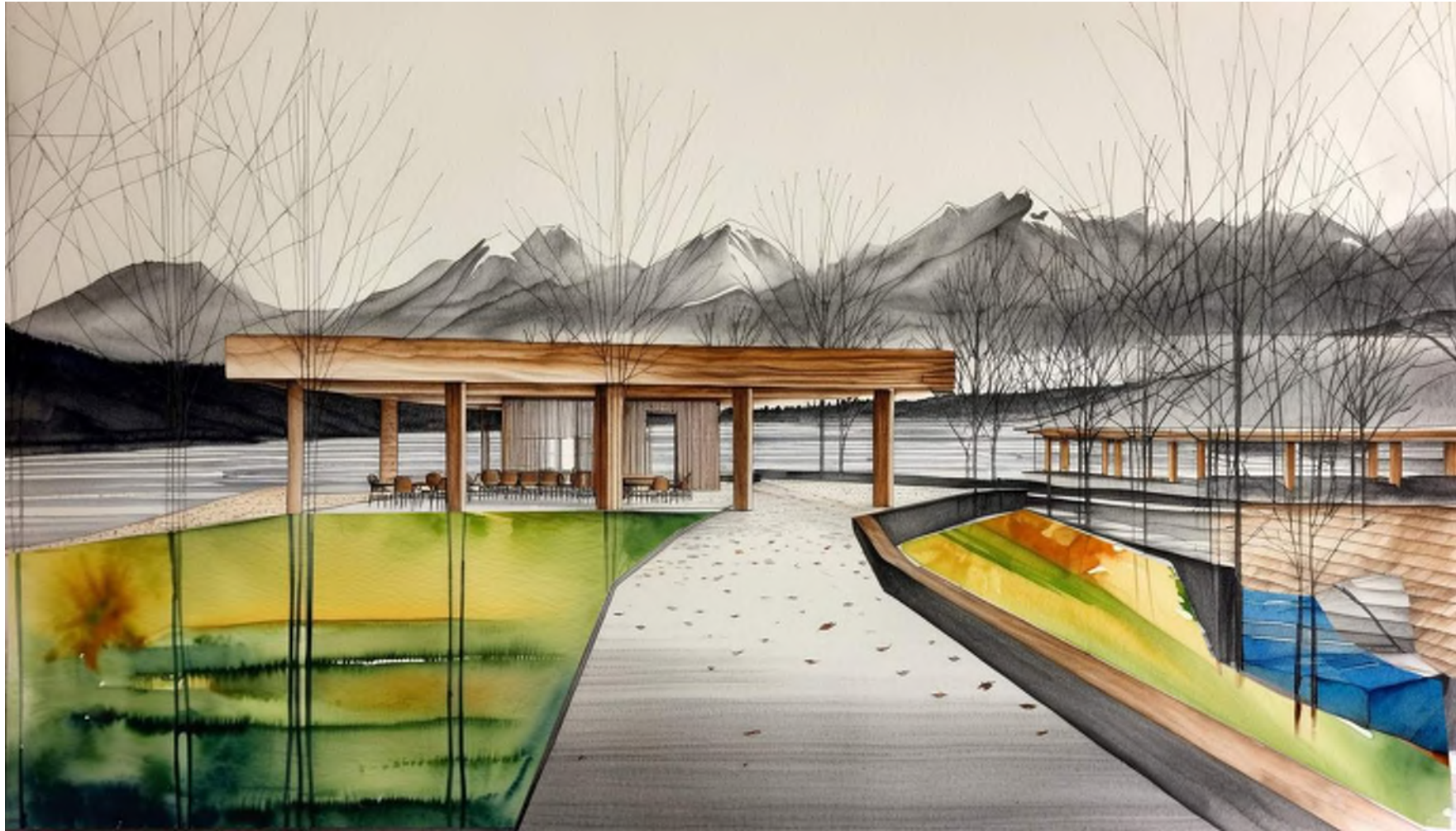
- CREEK WALK TRAIL 
- BUS ROUT 
- BUS STOP ACCESS 
- BUS STOP 
- EXISTING BUILDING RENOVATION 
- EXISTING CANOPY 
- VEHICULAR BRIDGE 
- OLD MAN'S TRAIL MUST BE CLOSED TO VEHICLES WITH BRIDGE 



CITY COUNCIL WORK SESSION

2024-12-03

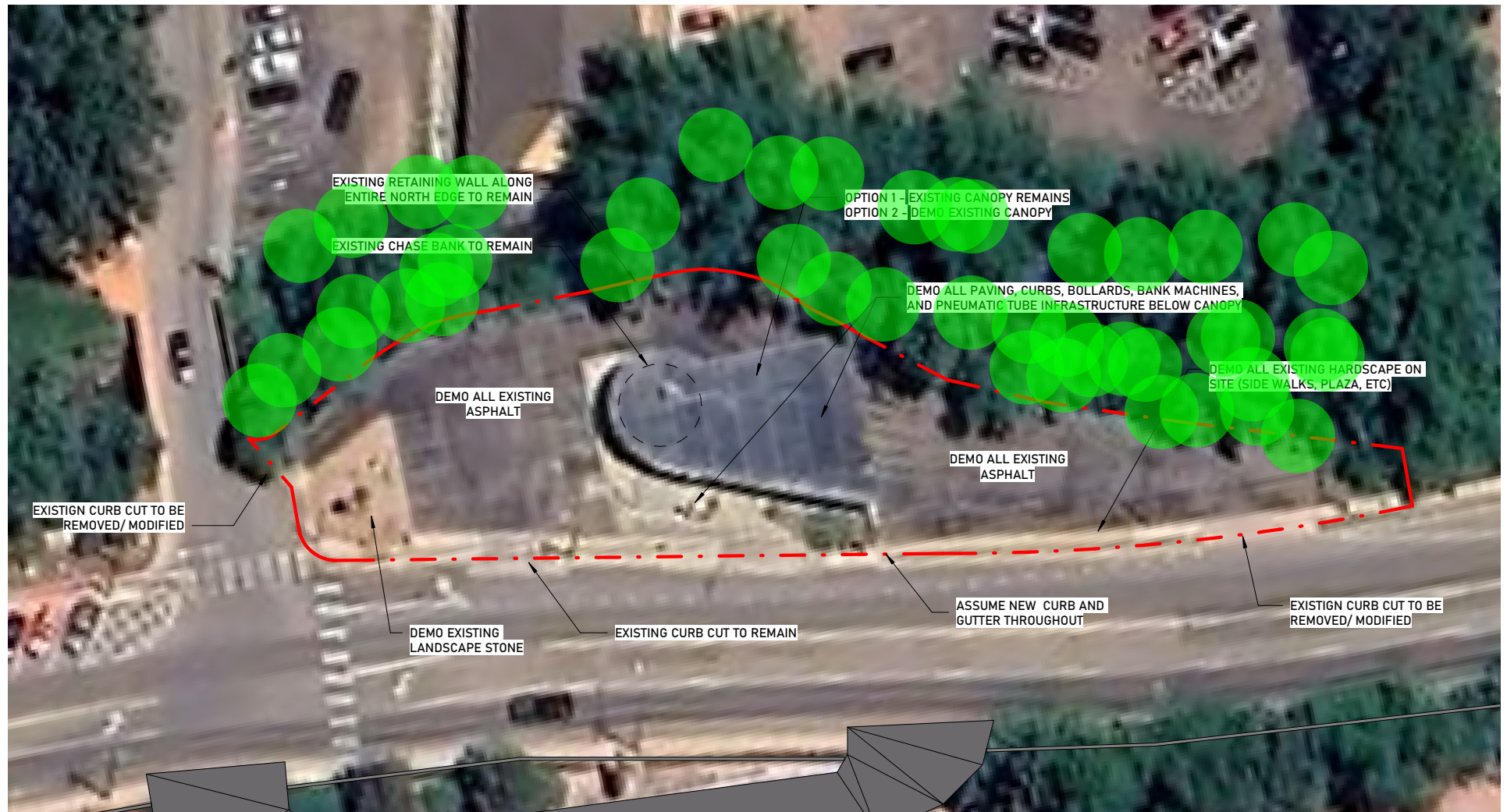
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

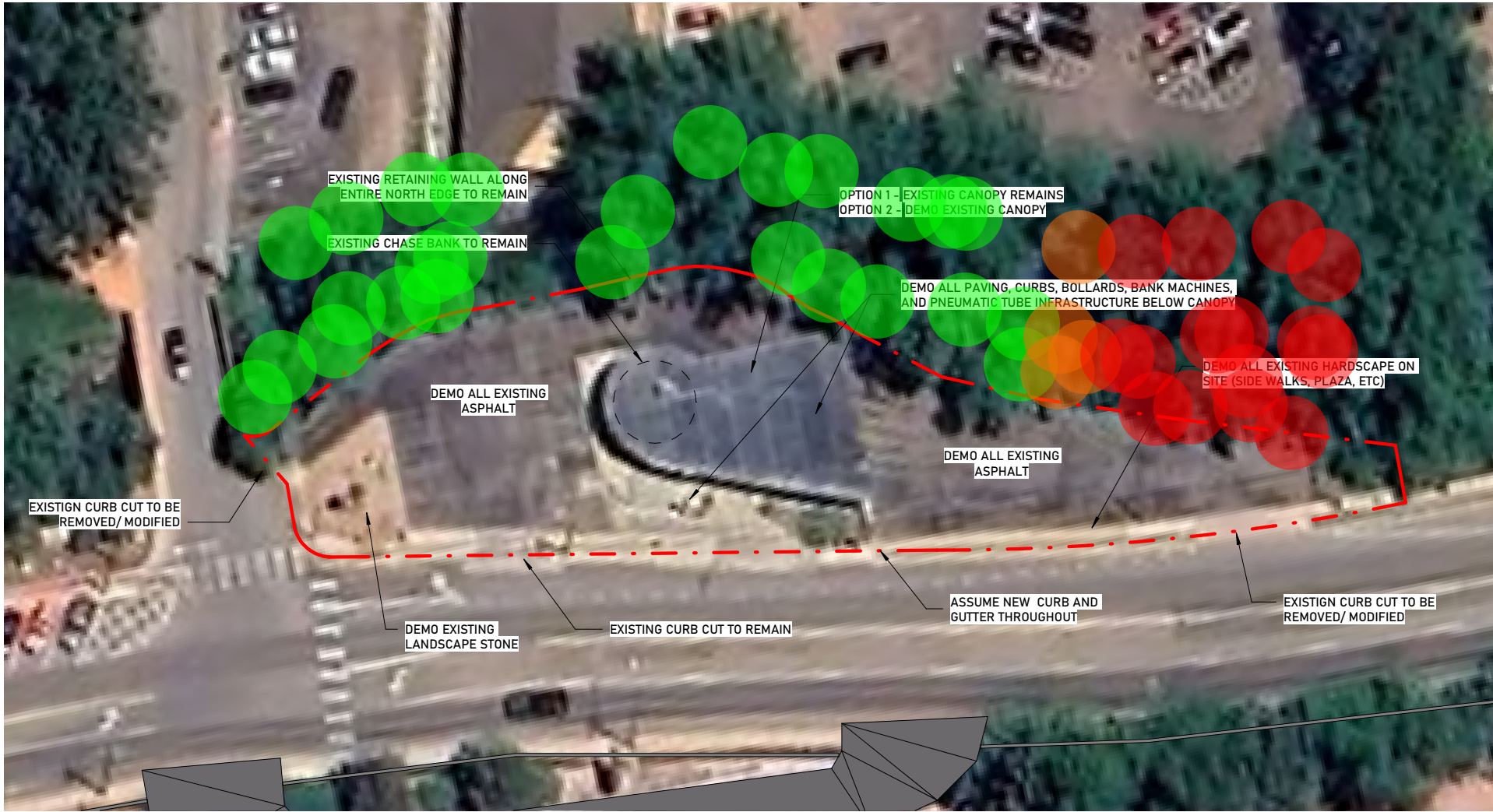
TREE IMPACT ZONE - OPTION 1



CITY COUNCIL WORK SESSION

2024-12-03

TREE IMPACT ZONE - OPTION 1 - WITH BRIDGE



CITY COUNCIL WORK SESSION

2024-12-03

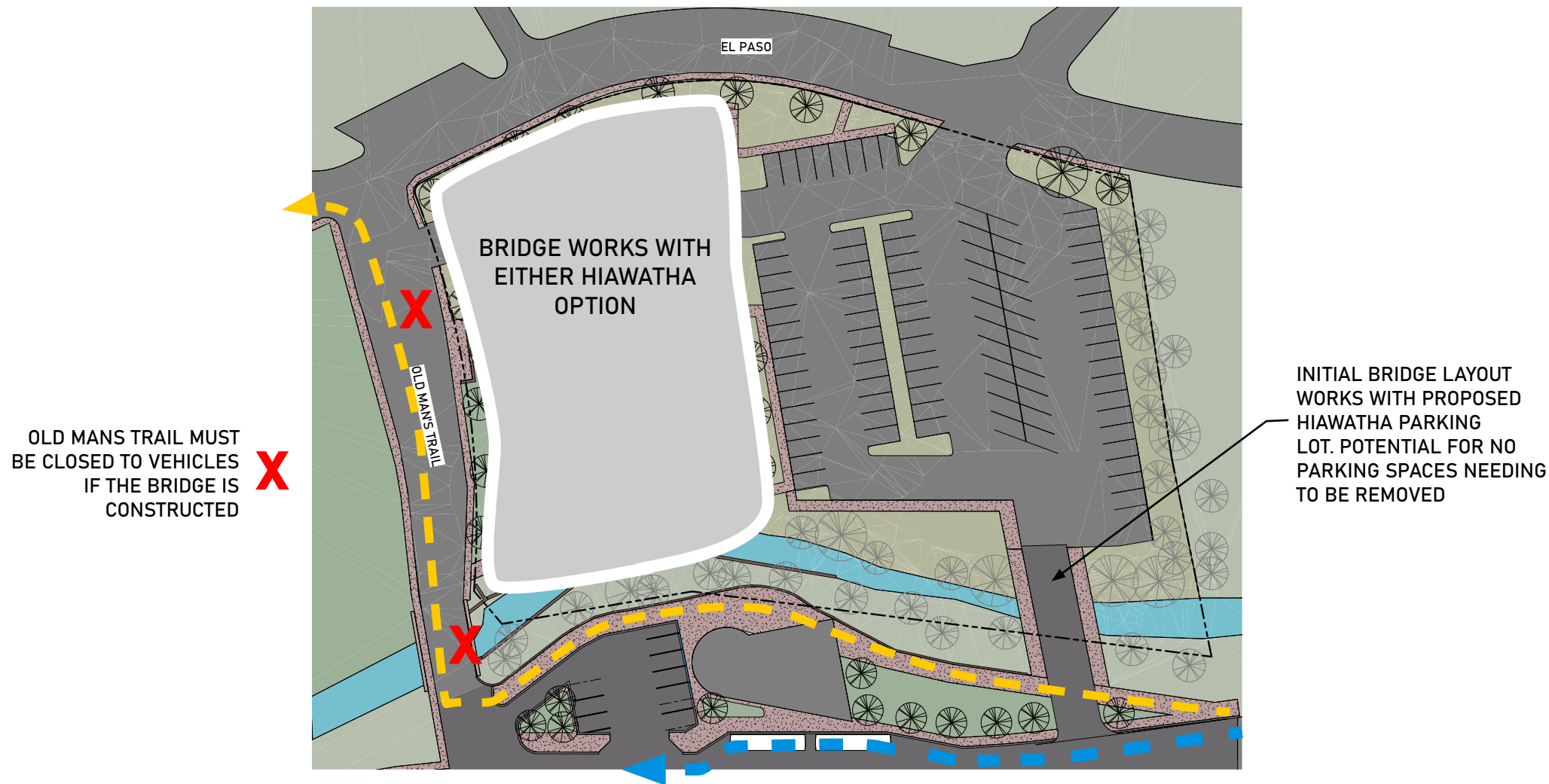
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK - BRIDGE IMPACT ON HIAWATHA GARDENS



CITY COUNCIL WORK SESSION

2024-12-03

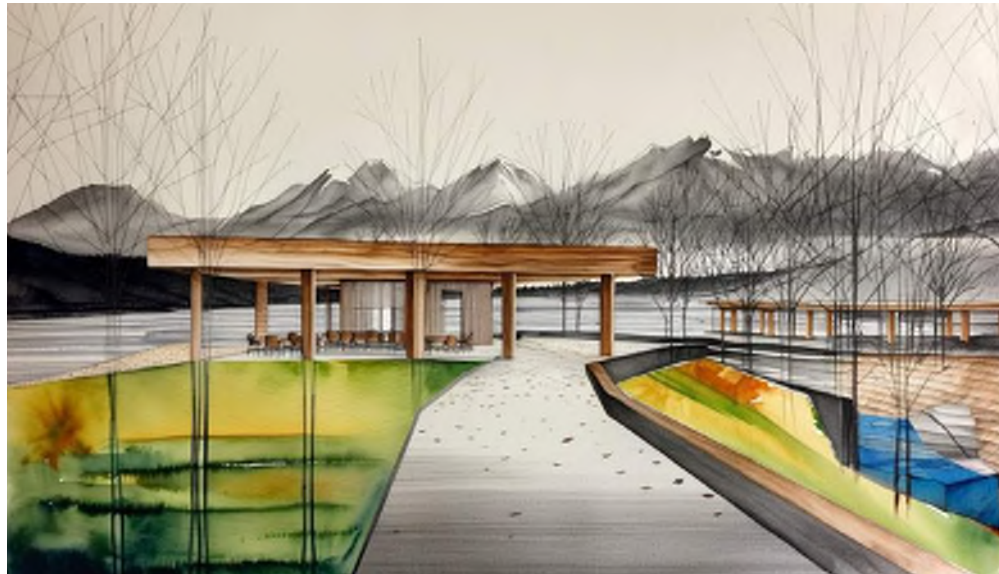
ESTIMATES

Option 1 - Bus Pull Off

Total with 15% Contingency and 4.32% Escalation: **\$2,716,282**

Vehicular bridge (Steel Beam): **\$829,689**

Combined Total: **\$3,545,971**



~~Option 2 - Bus Turn Around~~

~~Total with 15% Contingency and 4.32% Escalation: **\$3,078,117**~~

~~Vehicular Bridge (Steel Beam): **\$829,689**~~

~~Combined Total: **\$3,907,806**~~



CITY COUNCIL WORK SESSION

2024-12-03

ESTIMATES

50' Pedestrian Bridge (not shown in options): \$156,000



CITY COUNCIL WORK SESSION

2024-12-03

HIAWATHA GARDENS DANCE HALL																								
	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26	June-26	July-26	August-26	September-26	October-26	November-26	December-26
Design Meetings																								
Taskforce Update																								
City Staff Check In																								
Historic Preservation Comission																								
City Council Update																								
Community Update																								
Dillon Parking Anticipated Opening																								
Submittal																								
Design & Procurement - Hiawatha Gardens																								
Contract Discussion																								
Schematic Design																								
Design Development																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Construction Documents																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Design & Procurement - Chase Bank Site																								
Cahse Bank - SD																								
Chase Bank - DD																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Chase Bank - CD																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Addendum (As needed)																								
Concept Design Deliverable																								
Schedule portion to be eliminated if possible																								

RFP 2025-005 - City of Manitou Springs, Architectural and Engineering
Design Services for: Hiawatha Gardens Restoration and Design

QUALIFICATIONS FOR

City of Manitou Springs – Hiawatha Gardens Restoration and Design

17 March 2025



PHOTO:
University of Colorado Boulder, Farrand Field

1

Cover Letter/ Letter of Interest



PHOTO:
Davis Partnership Architects Offices

17 March 2025

Ms. Erin Ringsred, Planner and Landscape Architect

City of Manitou Springs

606 Manitou Avenue

Manitou Springs, CO



RE: Hiawatha Gardens Restoration and Design
RFP 2025-005

Dear Ms. Ringsred:

On behalf of Davis Partnership Architects, please find the enclosed proposal demonstrating our qualifications to lead the architectural and engineering team for the Restoration and Design of Hiawatha Gardens. We have coalesced a team of experts specific to the needs of this project, supplementing our well-established interdisciplinary practice of architects, landscape architects, interior designers, and signage and experiential designers. The strengths of our team in historic preservation, adaptive re-use, green stormwater infrastructure, floodplain mitigation, and civic space development offers significant value for the City of Manitou Springs. The opportunity to apply those strengths and passions on the Hiawatha Gardens Restoration motivates our team to partner with you on its delivery. We trust our proposal exhibits the experience, expertise, and approach that places the City in a position of success for realizing its vision for Hiawatha Gardens.

On a personal note, Justin DiPietro is excited by the opportunity to again work with the City of Manitou Springs and contribute to the restoration of another enriching, community-centered space. Justin was Project Manager and led the consultant team for the design, documentation, and construction administration of Phase 1 of Soda Springs Park at a previous firm. He also led the design and documentation efforts for phase 2 of Soda Spring Park until establishing his current role as Director of Landscape Architecture at Davis Partnership. Justin was humbled to share a special evening with Gillian Rossi in accepting an ASLA award for phase 1 of Soda Springs Park.

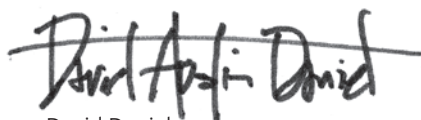
The opportunity to collaborate with the City of Manitou Springs to reinvigorate Hiawatha Gardens and deliver this important civic space is inspiring for our team. We at Davis Partnership often talk about the relationships we build with our clients through close collaboration and delivery of successful projects. We hope that this might be an opportunity to introduce the City to Davis Partnership, earn your trust, and deliver a project that can enrich the lives of the Manitou community.

Sincerely,

Davis Partnership Architects



Justin DiPietro, PLA, ASLA
Director of Landscape Architecture



David Daniel, AIA
Principal

DENVER OFFICE

2901 Blake Street,
Suite 100
Denver, Colorado 80205
TEL (303) 861-8555
davispartnership.com

POINT OF CONTACT

Justin DiPietro
TEL (303) 861-8555
justin.dipietro@
davispartnership.com

davispartnership.com

ARCHITECTURE

**LANDSCAPE
ARCHITECTURE**

PLANNING

INTERIOR DESIGN

LIGHTING

WAYFINDING

design always

2

Firm Information



PHOTO:
The Colorado Health Foundation

Davis Partnership Architects

ROLE
Architecture,
Landscape Architecture,
and Interior Design

For more than 55 years, Davis Partnership Architects has been providing innovative design solutions and earning the trust and respect of our clients and peers alike. The result is an innovative and influential practice, with specialization in architecture, landscape architecture, interior, lighting, and signage design. The firm's integrated approach attracts commissions for a wide range of building types nationally, including commercial, hospitality, multifamily residential, mixed-use, healthcare, higher education, and cultural facilities. Our staff of 145+ strives to understand each client's unique needs and then deliver a solution that successfully integrates the building, its site, and the interiors into a singular, sustainable solution.

Davis Partnership Architects prides itself on being one of the last large independent firms in the Rocky Mountain West. The fact that 90% of our clients are repeat customers is a testament to our long history of outstanding service and performance.

Over this tenure we have received numerous awards and recognitions, including being named "Firm of the Year" by both AIA Denver and Colorado, and the AIA Colorado Innovative Practices Award. Our projects have also graced numerous magazine covers and been featured in local, national, and global publications.

Our Why Statement

Together we are driven to create places that inspire, elevating the joy and dignity of the human experience.

57 **Years in Business**

DEN **Office**
 2901 Blake Street, Suite 100
 Denver, Colorado 80205

145 **Professional Staff**

750 M **in Construction Cost Completed Annually**

91% **Repeat Clients**

7 **Integrated Services**

- Programming
- Master Planning
- Architecture
- Landscape Architecture
- Interior Design
- Lighting Design
- Signage + Experiential Design

250+ **LEED Projects**



Our History

Davis Partnership Architects and its predecessors shaped many of Denver's most prominent landmarks. The legacy began in 1892, when William E. Fisher opened an architectural practice in downtown Denver. In 1905 he was joined by his brother, Arthur A. Fisher, and over the next five decades the firm of Fisher and Fisher grew to become one of the largest and most influential architectural firms in the region, securing prominent commissions including National Jewish Hospital, the Neusteter Department Store, South High School, and major renovations to the Brown Palace.

In 1947 Rodney S. Davis joined the firm, and it was renamed Fisher & Davis in 1959 and continued to secure prominent commissions. In 1967, Rodney S. Davis & Associates was formed and became Davis Partnership Architects in 1980.

Notable Work Over the Years



L. M. Hughes House



McPhee and McGinnity Building Addition



Colorado National Bank



Voorhees Memorial



B'nai B'rith Infirmary



Byron G. Rogers Federal Building



Littleton Hospital



The New Elitch Gardens



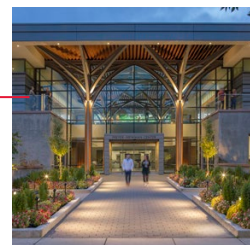
Du Ritchie Center for Sports and Wellness



Hamilton Building at the Denver Art Museum



Colorado Health Foundation Headquarters



Freyer-Newman Center at Denver Botanic Gardens



Litigation

Davis Partnership Architects completes on average \$45 million of design and construction for a wide variety of clients each year. We have one of the lowest litigation/claims experience in the industry. Our approach to claims is to proactively resolve all issues as they arise in a fair and equitable manner. We are very proud that over the last 10 years we have participated in \$424M worth of total revenue and our insurance claims have amounted to only 0.8% of that total.

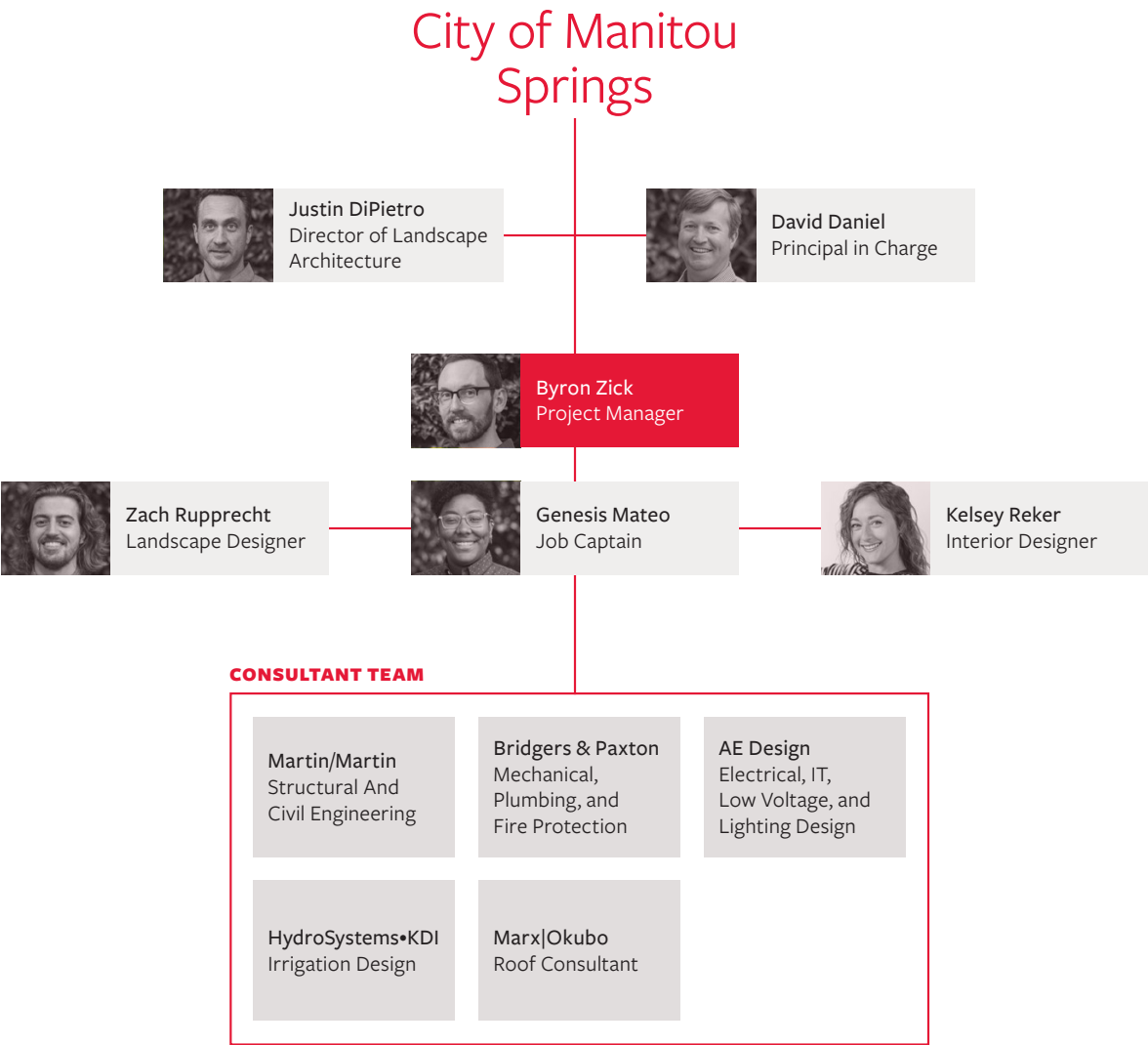
Date	Notice	Description	Status
5/10/2016	Notice of Potential Claim	Peloton Condominium Association – Boulder, Colorado Claim letter for alleged construction defects and deficiencies. No design issues identified.	Closed 9/12/2019 Share of Settlement \$616,036 Paid in arbitration
9/19/2016	Notice of Potential Claim	The Residence of Solaris Condominium Association – Vail, Colorado Claim letter defects of the domestic hot water and recirculation system in some condominium units. Davis Partnership asked to be dismissed from the list of defendants as the systems were not under our responsibility or contract.	Closed 9/25/2017 \$463 Paid
7/20/2017	Notice of Potential Claim	CRMC – Cheyenne, Wyoming Email notice for potential claim related to seamless flooring adhesive failure at Cheyenne Regional Medical Center. Result was a shared settlement.	Closed 10/30/2020 Share of Settlement \$451,200 Paid in arbitration
12/5/2019	Notice of Potential Claim	Modera West – Denver, Colorado Client concerned about contractor completing on time.	Closed 2/14/2024 \$2,341,247 Paid
8/11/2020	Lawsuit by Buyer Against Seller (included Contractor and Design Consultants)	Trovita Rio LLC (Buyer of Apartment Building) Suit alleging negligent misrepresentation and breach of covenant. Settled by Mediation.	Closed 3/22/2023 \$58,643 Paid

3

Availability of Proposed Team



PHOTO:
Freyer-Newman Center at the Denver Botanic Gardens



**Davis
Partnership
Architects**



David Daniel AIA
Principal-in-Charge, Partner

David's expansive portfolio includes institutional, civic, commercial, hospitality and residential projects in both ground-up as well as historically sensitive adaptive-reuse contexts throughout the Rocky Mountain West. This includes leading the design of many of the region's most recognized projects. His eagerness to solve complex programmatic and planning problems is complemented by his dedication to maintaining the highest level of design quality that is not only a source of motivation for his peers but instills a sense of confidence in each of his clients. David finds his satisfaction in successful multi-disciplined team efforts of well planned, designed, and executed projects that stand the test of time from master planning through completion.

Education

Master of Architecture,
University of Colorado
at Denver

Bachelor of Architecture,
University of Virginia

Registration

Licensed Architect:
Colorado, Arizona, Arkansas,
Connecticut, Michigan,
Nevada, New Jersey,
Oregon, South Carolina,
Utah, Washington

Affiliations

American Institute of
Architects (AIA)

Representative Work

The Colorado Health Foundation
Denver, Colorado
– 34,000 sf office building
– “Health-positive” design
– WELL standards

**Denver Botanic Gardens
The Center for Science,
Art & Education**
Denver, Colorado
– 44,500 sf of new construction
– 13,500 sf of renovation

Judi's House / JAG Institute
Aurora, Colorado
– 26,000 sf new construction
of family grieving center

**The Historic Evans
School Masterplan**
Denver, Colorado
– Historic redevelopment in
Golden Triangle neighborhood
aimed to revitalize the school
and inject mixed uses

Colorado Springs Fine Arts Center*
Colorado Springs, Colorado
– Museum expansion and
renovation of historic structure
– 28,000 sf existing
– 45,000 sf new

West Side Project
Greeley, Colorado
– 350-key hotel, 18,000 sf
conference center, fitness center,
restaurant, and rooftop bar
– 65,000 sf indoor water park
with 10,000 sf arcade, food
court, climbing feature, party
rooms, pub, and beer garden
– Celebration plaza with water
features and an amphitheater

One River North
Denver, Colorado
– 193 luxury apartments, 246,500 sf
– Residential, retail, amenity
deck with pool, fitness,
clubroom and garage
– Signature biophilic
“canyon” feature

11th and Cherokee
Denver, Colorado
– 291 apartments, 23-stories
– Residential, retail, and garage

Amacon Block 176
Denver, Colorado
– Two highrise towers (38 and 32
stories) on a single podium
– Residential, retail, and garage

The Dryden
Denver, Colorado
– 420 units, 715,000 sf
– 19 stories
– Residential, retail, and
six-story garage

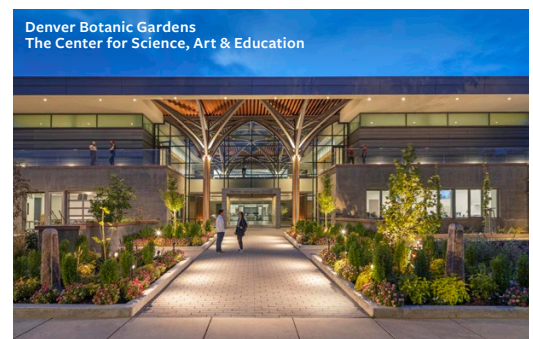
GID Broadway Station
Denver, Colorado
– 900 apartments, two
11-story buildings
– Residential, retail, and garage

The Broadleaf
Aurora, Colorado
– 375 apartments, seven stories
– Residential, retail, and garage

AML 8th and Broadway
Denver, Colorado
– 372 apartments, 607,000 sf
– 16 stories
– Residential, retail, and garage

**Stratos Condominiums
(Snowmass 10AB)**
Snowmass, Colorado
– 90 luxury condominiums
– Two seven-story buildings
with shared parking garage
– Passive house and net
zero design principles

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Bachelor of Science of
Landscape Architecture,
Temple University

Registration

Licensed Landscape
Architect: Colorado, Arizona,
Connecticut, Delaware,
Idaho, Illinois, Indiana, Iowa,
Kansas, Maryland, Michigan,
Montana, Nebraska, Nevada,
New Mexico, New York, North
Carolina, North Dakota,
Ohio, Oregon, Pennsylvania,
South Carolina, South
Dakota, Tennessee, Texas,
Utah, Virginia, Washington,
West Virginia, Wyoming

Affiliations

American Society of
Landscape Architects (ASLA)

Urban Land Institute

Awards

**2023 ASLA Award (co/wy)
for Soda Springs Park:
A Revitalized Beginning**

**2024 ASLA Award (PA/DE) for
Sora West: A Community
Vision for a multi-use
development**

**2023 ASLA Award (co/wy) for
Aims Community College:
Campus Transformation**
**2016 Community Design
Collaborative for Outstanding
Team: recognizing exemplary
interdisciplinary collaboration
on Blaine Academic Plus:
Conceptual Design for
Schoolyard Greening**

**2010 ASLA Award (PA/DE) for
Midtown Crossing at Turner
Park**

Justin DiPietro PLA, ASLA

Director of Landscape Architecture

Justin DiPietro brings first-hand Manitou Springs experience, delivering the ASLA Award-winning Soda Springs Park (Phase 1) as project manager with a previous firm. Now established in the Director role at Davis Partnership, Justin is thrilled by the opportunity to again work with the City. He brings deep experience in civic and community-focused work, and a highly collaborative style of engagement with design teams, clients, and stakeholders. The results are projects that provide a seamless user experience between site and structure, vested clients, and enriched communities. Justin's approach to site design is rooted in local context and influences, using an environmentally sensitive perspective to stitch to projects into the surrounding landscape. He believes the design process starts with the client and stakeholders, evolves through the visioning and documentation phases, and continues through the execution of construction. His fulfillment comes from genuine collaboration and projects that enrich the lives of individuals and communities.

Representative Work

Soda Springs Park*

Manitou Springs, CO
– Phase 1 renovation to beloved park
space at heart of Manitou Springs
– Complete: September 2022
– Role: Design collaborator
and Project Manager
– ASLA Award

Lovett Library Park*

Mt. Airy, PA
– 3.5 acres of community space
in conjunction with Library
addition and renovation
– Complete: October 2017
– Role: Design lead and project
manager for site scope

**Schuylkill River Trail,
South to Christian***

Philadelphia, PA
– .25 mile, \$5M, public waterfront
trail and land restoration of
former industrial site, including
two overlook plazas
– Complete: January 2018
– Role: Design lead and
project manager

**Aurora Southeast
Recreation Center***

Aurora, CO
– Outdoor gathering space,
plazas, group exercise terrace
and landscape improvements
associated with \$42MIL,
77,000 SF recreation center
on 600 acre open-space site
– Complete: 2023
– Role: Design lead and project
manager for site scope

**Schuylkill River Trail,
Bartram's to 61st Street***

Philadelphia, PA
– \$4.8M, public waterfront
trail and land restoration of
former industrial site, including
overlook and a fishing plazas
– Complete: November 2021
– Role: Design lead
– Governor's Award for
Environmental Excellence 2023

Western Colorado University

– Accessible Routes*
Gunnison, Colorado
– Cost: \$1.3M
– Improvements to enhance
pedestrian accessibility
and connectivity at various
locations throughout campus
– Complete: 2021
– Role: Design lead and
project manager

University of Delaware

– Alumni Circle*
Newark, Delaware
– A tribute to alumni recognized
for academic and civil service
achievements, integrated
into historic 'Old' campus
– Complete: Fall 2018
– Role: Design lead and
project manager

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Byron Zick AIA, LEED AP

Project Manager, Associate

Byron is a skilled architect with a passion for design, understanding how to translate a clients vision into a functional and engaging environment. He is adept at collaborating with his team to solve complex design issues and bring innovative concepts to reality, on time and on budget. Byron's detail-oriented approach and amiable personality are consistently noted as key to the success of his projects which have included multi-family, commercial, mixed-use, and adaptive reuse.

Representative Work

Education

Master of Architecture,
University of Idaho

Bachelor of Science in
Environmental Design,
University of Oklahoma

Registration

Licensed Architect: Colorado

Affiliations

American Institute of
Architects (AIA)

Certifications

LEED Accredited Professional

Anythink Nature Library
Thornton, Colorado
– 33,000 sf nature library
– 15-acre site on an 140-
acre open space

**Westminster On-Call
Master Planning**
Westminster, Colorado

**Russell House - Evans &
Bannock Apartments**
Denver, Colorado
– 283 units
– 3000 sf restaurant

The Linden Apartments
Denver, Colorado
– 183 luxury apartments
– Nine stories with a 199-stall,
three-story parking garage
– 300,000 sf

Russell House Mixed-use
Denver, Colorado
– 283 market-rate apartments
– Seven stories with a 303-stall,
two-story parking garage
– 400,000 sf

100 Capital Partners
Denver, Colorado
– Office renovation

Westminster Ascent Apartments
Westminster, Colorado
– 255 units
– 23,000 sf retail/restaurant
– LEED Silver

Westminster Aspire Apartments
Westminster, Colorado
– 226 units
– 36,000 sf retail/restaurant
– LEED Silver

Crescent Rio
Tempe, Arizona
– 209 luxury apartments
plus live/work units
– Five stories with a 380-stall, five-
story precast parking structure
– Pool courtyard, two amenity
courtyards, club room, fitness
center, and rooftop terrace
– 375,000 sf

75 East 20th Avenue Condominiums
Denver, Colorado
– 12-story condominiums
– WELLv1 Gold + Energy Star

**Colorado Christian University
Anschutz Student Center**
Lakewood, Colorado
– 600-seat dining hall
– 55,000 sf
– Administrative offices, health
and wellness center

French 75
Denver, Colorado
– 3,567 sf restaurant and bar
– Private dining room and
open kitchen concept

1600 Glenarm Lobby Renovation
Denver, Colorado

**Grand River Canyon
Clubhouse Renovation**
Colorado Springs, Colorado
– Clubhouse renovation

TAVA Waters Clubhouse Renovation
Denver, Colorado
– Clubhouse renovation

Trinity Groves*
Dallas, Texas
– Mixed-use adaptive reuse
with retail and restaurant
– 46,000 sf

Music Row Apartments*
Nashville, Tennessee
– Five-story apartments with
above podium parking

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Master of Science
Interior Architecture,
Jefferson University

Bachelor of Fine Arts
Graphic & Interactive
Design, West Chester
University of Pennsylvania

Affiliations

American Institute of
Architects (AIA)

National Organization of
Minority Architects (NOMA)

**Community
Involvement**

National Organization of
Minority Architects (NOMA)

Genesis Mateo **Assoc. AIA**

Design Professional, Job Captain

Genesis is a design professional with experience in and out of the construction site. Her time at Davis Partnership has been built on her previous military experience leading construction teams and bringing design intents to life. Genesis enjoys providing quality design throughout her projects, whether mixed-use, commercial, or multi-family. Her interest in each project phase and willingness to immerse in each project is evidenced in positive project outcomes.

Representative Work

- | | |
|--|--|
| <p>The Linden Apartments
(5th & Lincoln)
Denver, Colorado
261,097 sf
– 183 units, 9 stories, 199 stalls</p> <p>Amara (40th & Walnut)
Denver, Colorado
– 305 units, 16 stories, 282 stalls
– Ready to break ground</p> <p>GID Broadway Station
Denver, Colorado
– 2 buildings
– 788,807 sf residential,
4,837 sf retail, 568 units,
12 stories, 530 stalls
– 647,350 sf residential, 3,724 sf retail,
462 units, 12 stories, 378 stalls</p> <p>Stratos Residential
Collection (Snowmass)
Snowmass Village, Colorado
– 89 units, 7 stories (2 bldg), 87 stalls</p> | <p>U.S. Corps of Engineers,
Office Renovations (details
not disclosed due to
security concerns)*
Camp Arifjan, Kuwait
– Completed 2017</p> <p>U.S. Corps of Engineers,
Barrack Construction*
Kandahar, Afghanistan
– 52 units
– Completed 2017</p> |
|--|--|



*Experience prior to joining Davis Partnership Architects

GID Broadway Station

Stratos Residential Collection (Snowmass)



Davis
Partnership
Architects

Kelsey Reker NCIDQ, IIDA
Interior Designer



Education

Bachelors of Science
Degree in Interior Design
Technology (CIDA Accredited
Design Program), Indiana
University – Purdue
University of Indianapolis

Affiliations

Professional Member of
the International Interior
Design Association (IIDA)

Certifications

NCIDQ Certified

Awards

2023 Patcraft’s School of the
Future Award – Westfield
Early Childhood Center

Kelsey Reker came to Davis Partnership in 2021 with a strong background & passion for design. She has helped design countless elementary, middle & high schools that have all made a huge impact on their respective communities. Since working at Davis, Kelsey has tremendously expanded her experience while deep diving into the multi-family, healthcare, and civic markets. She will be the first to tell you that she is always up for a challenge, as continuing to learn from her peers is one of her favorite things.

Kelsey’s keen eye for color & finishes has allowed her to become a reliable resource in the Interiors Studio. Not only is she an approachable colleague, but she loves nothing more than seamlessly working through any & all design issues through thoughtful communication and team collaboration. She thrives at bringing her clients’ wants & needs to life through vivid Sketchup renderings & excels at technical documentation in Revit. You can see her undeniable passion for design come to life through her projects & client interactions.

Representative Work

HIGHER EDUCATION

The Archive, Yale University
Student Housing
New Haven, CT
– 808 Chapel St and 848 Chapel St

North Carolina Agricultural and
Technical State University
Williams Dining Hall
Greensboro, NC

Adams State University
Central Technology Building
Alamosa, Colorado

Calvin University - Dining Hall
Grand Rapids, MI
– Interior Design
– New Dining Hall with various
food service vignettes

FURNITURE

The Dorsey
Denver, CO
– Furniture/Accessory/Art
procurement for indoor/outdoor
amenity spaces & model units

Modera Golden Triangle
Denver, CO
– Furniture procurement for indoor
& outdoor amenity spaces

3000 Huron
Denver, CO
– Furniture procurement for indoor
& outdoor amenity spaces

K-12 EDUCATION

Van Buren Elementary*
Plainfield, IN
– Interior Design & Furniture –
renovation of corridor, restroom,
classroom, & library spaces

Plainfield Community
Middle School*
Plainfield, IN
– Interior Design & Furniture
– New addition (189,261 sf) &
renovation (10,310 sf) of library,
STEAM Idea Lab, classrooms,
restrooms, staff technology
& 2-story grand corridor
with student commons

Deer Creek Elementary*
Noblesville, IN
– Interior Design & Furniture
– New construction, 2-story K-4
ES with neighborhood style
classroom areas (102,787 sf)

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Bachelor of Landscape
Architecture, Iowa
State University

Awards

2021 ASLA Merit Award
2nd Place, AIA Iowa Convention
Emerging Professionals
Competition,

Experience

6.5 Years Experience (2009)

4 years with Davis
Partnership (2021)

Zach Rupprecht

Landscape Architectural Intern

Zach Rupprecht is a highly motivated and passionate designer intrigued by spaces that create place attachment, build a sense of community, and evoke pro-environmental behaviors. His enthusiasm and hands-on experience contribute to all levels of a project, from high-level spatial planning to detailed constructability. Zach enjoys the challenges of tackling design within constraints and advancing the ideas of clients and project teams. He also prioritizes sustainable practices where possible to maximize the resiliency of designs. As part of the landscape architectural team at Davis Partnership, Zach has provided design support on several project types; including commercial, mixed-use residential, higher education, and healthcare.

Representative Work

COMMERCIAL

NREL RAIL
Golden, Colorado
– Site Design
– Construction Documentation
and Administration

HEALTHCARE

Inner City Health Center
Denver, Colorado
– Site Design
– Regulatory
– Construction Documentation
and Administration

Intermountain Health –
Lutheran Medical Center
Replacement Hospital
Denver, Colorado
– Site Design
– Construction Documentation

Acadia Health – Westminster
Westminster, Colorado
– Planting Design
– Regulatory

Aurora Mental Health Center
Aurora, Colorado
– Master Plan
– Site Design
– Entitlements

MIXED-USE / RESIDENTIAL

The Broadleaf
Amenity Deck, Courtyard
and Streetscape
Aurora, Colorado
Planting design
Construction Documentation

Modera Golden Triangle
Amenity Deck and Streetscape
Denver, Colorado
– Regulatory
– Construction Documentation
and Administration

The Hunter Apartments
Amenity Deck and Streetscape
Colorado Springs, Colorado
– Site Design
– Planting Design
– Regulatory
– Construction Documentation
and Administration

EDUCATION

University of Denver
Kennedy Mountain Campus
Red Feather Lakes, Colorado
– Due Diligence
– Pre-purchase
– Phase One Short Interval
Improvements



*Experience prior to joining Davis Partnership Architects





Martin/Martin

Martin/Martin is a civil and structural consulting engineering firm supported by related services in survey, investigative engineering, and construction management. We have extensive experience designing and planning state, regional, community, and federal parks and open spaces, many of which **feature housing, restrooms, visitor’s centers, bridges, trails, campgrounds, roadway access and parking, transit centers, recreation areas, playgrounds, picnic areas, and swimming pools, often with the need for our in-house floodplain permitting and map revision support.** Our experience in a variety of environments has enhanced our understanding of the importance of preservation and an engineered design to match the aesthetic, environmental, and conservation requirements of each project. During the course of our work, we strive to provide unique approaches to the technical criteria involved while minimizing environmental impacts on our forests, grasslands, waters, and other resources.

ROLE Structural and Civil Engineering

Select Relevant Experience

- City of Manitou Springs Hiawatha Gardens Historic Preservation
Manitou Springs, CO
- Colorado Parks and Wildlife (CPW)
Bear Creek State Park Visitor Center
Infrastructure Planning
Lakewood, CO
- City and County of Denver (CCD)
City Park Golf Course Regional Flood Control and Water Quality Facility
Denver, CO
- CCD 16th Street Mall Reconstruction
Denver, CO
- CCD Wellshire Inn Gable Wall
Assessment and Repair
Denver, CO
- Vail Recreation District
Lionshead Transit Center
Vail, CO
- National Park Service (NPS) Glacier
National Park Apgar Transit Center
West Glacier, MT
- NPS Timpanogos Cave National Monument Vault Restroom
American Fork, UT
- NPS Great Basin National Park Lower Lehman Campground and Bristlecone Parking Lot
Baker, NV

Martin/Martin

Peter S. Buckley PE

Principal, Civil Engineering



Peter has experience in the various phases of civil engineering design and is a proven and successful project manager. He is a seasoned civil engineer with 23 years of progressive site development, project engineering, and management success. He specializes in parks and sites, mixed-use, retail, hospital/healthcare, university, K-12, and residential developments with both structured and surface parking solutions. Peter is an organized manager focused on exceeding client expectations, professional document preparation, and delivery. He is able to provide good judgment and coordinate resources to accomplish project goals on time and within budget. He enjoys building long-term relationships with clients; his drive and success is fueled by working on unique and exciting projects.

Education

BE, Civil Engineering
University of Wollongong,
Australia, 2001

Registration

Professional Engineer
CO No. 40671

Affiliations

American Society of
Civil Engineers

Experience

23 Years in Industry
23 Years with Martin/Martin

Representative Work

University of Denver James C.
Kennedy Mountain Campus
Red Feather Lakes, CO

Arkins Promenade
Denver, CO

Rolland Moore Park
Fort Collins, CO

Pleasant View Community Park
Golden, CO

The Bay Aquatics Park Phase 4
Broomfield, CO

Berthoud Arboretum
Berthoud, CO

Gold Strike Park
Arvada, CO

Perry Park Country Club Master Planning
Larkspur, CO

University of Colorado Colorado
Springs Stanton Roundabout
Colorado Springs, CO

Auraria Higher Education Center Tivoli
Quadrangle Phase 1 and 2
Denver, CO

Town of Castle Rock Lost Canyon
Open Space Master Plan
Castle Rock, CO

Montava Mixed-Use Development Master Plan
Fort Collins, CO



Martin/Martin



Education

BS, Civil Engineering
Colorado State
University, 2007

Registration

Professional Engineer
CO No. 45903

Certified Floodplain Manager

LEED Accredited Professional

Affiliations

Association of State
Floodplain Managers

Experience

17 Years in Industry
17 Years with Martin/Martin

Ryan D. Byrne **PE, CFM, LEED AP**

Principal, Civil Engineering, Floodplain Engineering

Ryan has spent his 17-year career providing hydrology and hydraulic analysis and design services throughout Colorado. His extensive experience has made him a proven resource for his clients, who rely on his knowledge and skills to achieve exceptional results. Ryan's diverse portfolio includes analysis and design implementation for culverts, bridges, natural channel design, custom hydraulic structures, storm sewer outfalls, aggradation and degradation mitigation, and riverine scour countermeasures. Ryan's extensive experience has given him a unique understanding of the Federal Emergency Management Agency (FEMA) map change and local floodplain permitting process, enabling him to streamline project delivery. He is known for working closely with federal, state, and local municipalities to deliver an equitable solution for stakeholders, making him a trusted partner for projects.

Representative Work

West Fork of Second Creek Stream
Improvements and Regional Trail
Denver, CO

City and County of Denver City Park Golf Regional
Flood Control and Water Quality Facility
Denver, CO

Hoffman Way Parallel Drainage System
Thornton, CO

Soda Creek Drainage Crossing
Summit County, CO

Rock Creek Drainageway H Improvements
and Low-Water Crossings
Lafayette, CO

City of Aurora Colorado Rapids Youth Soccer
Club Gates South Field Bridge Replacement
Aurora, CO

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

Lone Tree Golf Course Cart Path
Underpass Improvements
Lone Tree, CO

High Point Blvd at West Fork of Second Creek Bridge
Denver, CO

US Air Force Academy Tri-Intersection Bridge
Colorado Springs, CO



Martin/Martin

J. Matthew Dezort PE

Associate, Structural Engineering



Matt's expertise includes structural design for reinforced, cast-in-place, precast, and/or reinforced post-tensioned concrete; structural steel; reinforced masonry; and wood. He regularly uses Building Information Modeling (BIM) and associated programs such as Architectural Desktop and Revit to clearly and visually depict his designs. Matt provides structural engineering services for numerous renovation projects for parks and recreation, bridges, higher education, healthcare, K-12, cultural facilities, and playground structures.

Education

BS, Architectural Engineering
University of Kansas, 2005

Registration

Professional Engineer
CO No. 44105

Affiliations

American Institute of
Steel Construction

Design-Build Institute
of America

AIA-AGC-ACEC Colorado
Liaison Committee (A3LC)

Experience

19 Years in Industry

19 Years with Martin/Martin

Representative Work

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

National Park Service (NPS) Rocky Mountain
(ROMO) Reconstruct Employee Housing
Grand County, CO

Foothills Parks & Recreation District
6th Avenue Park and Pool
Littleton, CO

NPS Jean Lafitte National Historical Park and Preserve
(JELA) Trail Improvements at Barataria Preserve
New Orleans, LA

Broomfield Community Center Reconstruction
Broomfield, CO

NPS ROMO National Park Moraine Park
Campground and Headquarters Utilities
Estes Park, CO

Jefferson County Dinosaur Ridge
Diversion Wall Inspection
Lakewood, CO

University of Denver James C. Kennedy
Mountain Campus Phase 1
Red Feather Lakes, CO

NPS Timpanogos Cave National
Monument Vault Restroom
American Fork, UT

University of Colorado Colorado Springs
Parking Garage and Recreational Field
Colorado Springs, CO



Martin/Martin



J. Logan Erf PE

Senior Project Engineer, Bridge Engineering

Logan has 13 years of experience providing bridge and structural design and inspection services for private and government entities. He has spent the last seven years focused specifically on bridge design and inspection including element-level inspections and pre-stressed design. National Bridge Inspection Standards (NBIS)-certified with Society of Professional Rope Access Technicians (SPRAT) rope access training for structural inspection, Logan has provided condition appraisals, load ratings, and prioritized maintenance needs for more than 3,000 minor structures and 140 full-scale bridges.

Education

BS, Civil Engineering –
Structural Emphasis
New Mexico State
University, 2013

Registration

Professional Engineer
CO No. 55837

CERTIFICATIONS

NBIS-Certified
Bridge Inspector

Bridge Inspections Team
Leader, State of Colorado

SPRAT Certified Industrial
Rope Access Training Level 1

NHI 130087 – Inspection
and Maintenance of Ancillary
Highway Structures

New Mexico State University
Safety Inspection of In-Service
Bridges Federal Highway
Administration (FHWA)
- Approved Course

Experience

13 Years in Industry

8 Years with Martin/Martin

Representative Work

US Air Force Academy Tri-Intersection Bridge
Colorado Springs, CO

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

UCHealth Greeley West Lot Pedestrian Bridge
Greeley, CO

University of Colorado East Campus Pedestrian Bridge
Boulder, CO

High Point Boulevard Bridge
Denver, CO

City of Englewood West Dartmouth
Bridge Construction Management
Englewood, CO

US Forest Service (USFS) Willow
Creek Bridge Replacement
Gunnison County, CO

National Western Stock Show Sheep
Bridge and Water Tower
Denver, CO

Great Smoky Mountains Railroad Bridge Evaluations
Bryson City, NC

Grand Canyon Railway 2017 Bridge Evaluation
Williams, AZ

Durango & Silverton Narrow Gauge
Railroad Bridge Ratings
Durango, CO

USFS Spring Creek Bridge 3 and 4 Replacements
Gunnison, CO



Martin/Martin



Nicole E. Lane PE, SE, LEED AP

Principal, Investigative Engineering, Historic Preservation

Nicole has 26 years of experience in structural design for a variety of facilities from different eras of construction. She specializes in feasibility studies, assessments, restoration, renovation, and adaptive reuse of historic structures. Nicole incorporates the requirements of the Secretary of Interior's Standards for Rehabilitation in her work and also provides comprehensive investigation, analysis, and repairs for structural failures and deterioration.

Education

BS, Architectural Engineering
University of Texas, 1999

Registration

Professional Engineer
CO No. 38116

Structural Engineer
UT No. 9187442-2203

LEED AP

Affiliations

Association for Preservation
Technology International

Association for Preservation
Technology – Rocky
Mountain Chapter

City of Lakewood Historic
Preservation Commission

Experience

26 Years in Industry

19 Years with Martin/Martin

Representative Work

City of Manitou Springs Hiawatha
Gardens Historic Preservation
Manitou Springs, CO

Colorado Parks and Wildlife Chatfield State Park
Precast Bathroom Structural Investigation
Littleton, CO

City of Aurora Plains Conservation Center
Aurora, CO

US Forest Service Shadow Mountain Village
Grand Lake, CO

Redtail Cabins Historic Structures Assessment
Gilpin County, CO

Bureau of Land Management
San Pedro House Structural
Assessment
Sierra Vista, AZ

Tomeo House Historic Structures Assessment
Louisville, CO

NPS Timpanogos Cave National
Monument Vault Restroom
American Fork, UT

City and County of Denver Wellshire Inn
Gable Wall Assessment and Repair
Denver, CO

Sloan's Lake Boardwalk Replacement
Denver, CO

Grant Street Mansion Renovation
Denver, CO

Wright Opera House Historic Preservation
Ouray, CO

Pitkin County Courthouse Renovation
Aspen, CO





Bridgers & Paxton

In 1951, two former Los Alamos Labs mechanical engineers, Frank Bridgers and Don Paxton, founded the company we know of today as Bridgers & Paxton Consulting Engineers. Over the last seven decades we've added electrical, fire protection, instrumentation & controls engineering and a range of other services like energy modeling, BIM and technology design.

B&P has grown to a company of over 135 employees, three offices (Colorado Springs, Albuquerque and Phoenix), and a well-respected reputation. We have pushed the boundaries of engineering and technology, starting with the world's first solar-heated commercial building in 1956. Today, we have 21 LEED Accredited Professionals with 110 LEED Certified Projects ranging from Certified to Platinum. As well, B&P has designed several CHPS Certified Schools to include Mapleton Public Schools and 2 High Schools in Pueblo currently under design.

Leveraging technology, our design team uses Autodesk Revit BIM (Building Information Modeling) to provide owners and teaming partners with 3D Design Modeling. This interactive software provides collision detection, saving both money and time. Our firm has 24 BIM Certified Professionals and designed 808 Projects in BIM, totaling over 25 million square feet of BIM Revit design.

Our Colorado Springs office was established in 2010 and currently has a team of 20 employees providing engineering design for K-12 schools, higher education, government, military, medical, hospitality, manufacturing and other commercial services.

Our Colorado office, led by Owner/Principal-in-Charge Steve Taylor, PE, includes 6 Licensed Professional Engineers. 3 Senior Mechanical Engineers, 2 Senior Electrical Engineers and a Senior Electrical Designer. Our team has 2 Revit Certified Professionals, 1 WELL Accredited Professional and 2 NCQLP Lighting Certified Professionals.

B&P has worked with the City of Manitou Springs, Colorado Springs, Pueblo, Castle Pines, Castle Rock and Aurora.

ROLE
Mechanical Engineering, Plumbing Engineering and Fire Protection

Select Relevant Experience

- City of Manitou Springs Mobility and Parking Facility
- City of Manitou Springs Pollination Station
- City of Colorado Springs City Administration Building Renovation
- City of Colorado Springs Public Works Building Renovation Concept
- City of Colorado Springs New Fire Station #24
- City of Colorado Springs Fire Station #25 Remodel & Addition
- City of Castle Rock Fire Station 156 & Fleet Facility
- City of Castle Pines New City Hall (Design)
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- City of Delta Armory Police Community Safety Center - D-B
- City of Lamar Public Safety Building Assessment and Renovation
- Colorado Army National Guard Alamosa New Readiness Center
- Jefferson County Conference Center
- Jefferson County General Office Remodel Master Plan
- Pueblo Municipal Justice Center PMJC Chiller/Boiler Replacement
- Pueblo West Metro District New Administration Building
- Adams State University Richardson Hall Renovation

**Bridgers &
Paxton**

Steve Taylor PE
Principal, Office Leader, Lead Mechanical Engineer



Education

Bachelor of Science,
Architectural Engineering
Kansas State University

Registration

Licensed Colorado
Engineer #046750

Affiliations

Member, American Society
of Heating, Refrigerating and
Air-Conditioning Engineers
(ASHRAE), Member

LEED Accredited

Steve Taylor is a Principal and Office Leader for B&P’s Colorado Springs regional office. His project experience includes project management and mechanical engineering design for healthcare, commercial, industrial, and educational facilities. Steve’s design experience includes: facility assessment studies, pre-design investigation, heating and cooling load calculations, traditional HVAC system design, energy efficient HVAC; medical and laboratory gas, process piping, heat recovery systems, central plant, Divisions 21, 22 & 23 specification editing, EMCS, sequence of operation editing, LEED documentation and submission, and IECC compliance verification. Steve has completed energy simulations and life cycle cost analysis for both LEED and non-LEED buildings.

Representative Work

- | | |
|--|--|
| City of Colorado Springs City
Administration Building Renovation | Jefferson County Conference Center |
| City of Colorado Springs Public Works
Building Renovation Concept | Jefferson County General Office Remodel Master Plan |
| City of Colorado Springs New Fire Station #24 | Pueblo Municipal Justice Center PMJC
Chiller/Boiler Replacement |
| City of Colorado Springs Fire Station
#25 Remodel & Addition | Pueblo West Metro District New
Administration Building |
| City of Castle Rock Fire Station 156 & Fleet Facility | Adams State University Richardson Hall Renovation |
| City of Castle Pines New City Hall (Design) | City of Aurora Three New Fire Stations #15 #16 #5 |
| City of Pueblo Mineral Palace
Atrium HVAC Replacement | Norris Penrose Event Center |
| City of Delta Armory Police Community
Safety Center - D-B | Widefield Water & Sanitation District
Admin Building City of Fountain |
| City of Lamar Public Safety Building
Assessment and Renovation | City of Colorado Springs Pioneer
Museum Gazebo Renovation |
| Colorado Army National Guard
Alamosa New Readiness Center | Cheyenne Mountain Zoo Giraffe Exhibit & Gift Shop |
| | Cheyenne Mountain Zoo Edventure Building |
| | Cheyenne Moutain Zoo Hippo Penguin Exhibit |



AE Design

Who We Are & What We Do

At AE Design, we are passionate about making our clients’ lives easier through the design of unique integrated lighting, technology and electrical solutions. We achieve exceptional results through proactive collaboration, a focus on responsible design, and a people-centric culture grounded in expertise and high-touch service.

Our dedication to great design and our leading-edge solutions to even the most technical engineering challenges allow us to consistently maximize our clients’ long-term investment. We proactively keep up with new and current technology, and this firm-wide hunger for learning and delivering the very best solutions for our clients shines through on every project we design.

Why AE Design? - How We Cultivate Community

Over the last 21 years, AE Design has successfully delivered a wide range of community enrichment and park restoration projects with various scopes including amenities like pavilions, art installations, and trails. These projects respect the unique needs of their communities and the cultural significance of the areas, with energy savings planning and ease of upkeep always at the top of mind. Many involved consideration for neighborhood architectural styles, design of sustainable systems, and integrated lighting, electrical, and technology design into existing or historic structures.

We come to the table ready to listen with solutions that will uphold the design intent and support project goals and budgetary parameters. By keeping innovative, sustainable solutions at the forefront of everything we do, we believe our expertise sets us apart and makes us an ideal partner to aid in the restoration of Hiawatha Gardens.

ROLE

Services

- Lighting Design
- Electrical Engineering
- Audio / Video Design
- Technology Services
- Commissioning
- Theater Systems

AE Design



Education

University of Colorado,
Boulder
Bachelor of Science,
Architectural Engineering

Affiliations

Certified Commissioning
Authority

Illuminating Engineering
Society of North America

International Association of
Lighting Designers Member

LEED Accredited Professional

National Council of Examiners
for Engineering and Surveying

USGBC Member

WELL Accredited Professional

International Living Future
Institute Member

Jon Brooks **PE, IALD, WELL AP, LEED AP BD+C, CXA**

Principal

Jon Brooks has over 29 years of experience in the electrical engineering and lighting design fields and helped to found AE Design in 2004. He provides the expertise and coordination commitment required for lighting, power systems, and sustainable systems.

Energy savings are always top-of-mind and Jon applies strategies to reduce energy usage on every project even when not seeking certification such as LEED. His dedication to maintaining an up-to-date knowledge base on ever changing electrical technologies and standards provide the most appropriate solution for each project and owner.

Representative Work

John Meade Park Restroom,
Cherry Hills, CO

Milliken Park Restroom,
Englewood, CO

NPS MEVE Restrooms, Mesa
Verde National Park, CO

NPS DEVA Bunkhouse, Restroom,
and Parking Lot,
Death Valley National Park, CA

Discovery Park Restrooms,
Overlook, and Picnic
Pavilion, Aurora, CO

Bond Park Picnic Pavilion,
Estes Park, CO

Eisenhower Park Picnic
Improvements, Denver, CO

Whirlpool Parking Lot
Expansion, Aurora, CO

NPS OZAR Big Spring Lodge
and Cabins Historic Structures
Renovations,
Ozark National Scenic
Riverways, MI

NPS GRCA Maswik Lodge Historic
Structure Report,
Grand Canyon National Park, AZ

NPS SCBL Visitor Center Historic
Structure Report & Cultural
Landscape Report, Scotts Bluff
National Monument, NE

Auraria Campus 9th Street Historic
District Historic Structures Report,
Denver, CO

United States Air Force
Academy Tri-Intersection
Bridge, Colorado Springs, CO

High Point Boulevard & West
Second Bridge, Denver, CO

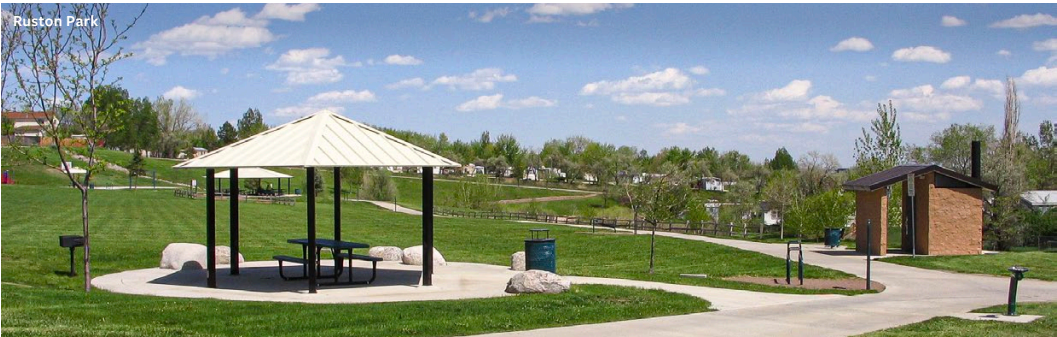
McNichols Civic Center
Public Space & Exhibit
Renovations, Denver, CO

Everland Immersive Art
Park, Salida, CO

Soda Springs Park,
Manitou Springs, CO

Erie Community Park
Amenities, Erie, CO

Prairie Lakes Open Space
Master Plan, Brighton, CO



AE Design



Melina Saunders **EI, Assoc. IALD, LEED GA, CxA**

Senior Project Manager

Melina brings her creativity, devotion, and problem-solving skills to both her technical electrical designs and creative lighting designs.

Melina's strong commitment to the quality of the project shows through the accurate, timely and detailed coordination among the architectural team, interior team and project owner on every detail. She always works towards the optimal design: practical, energy efficient, and fitting the needs and goals of the client.

Education

University of Colorado,
Boulder
Bachelor of Science,
Architectural Engineering

Affiliations

Commissioning Accredited
Professional

International Association of
Lighting Designers Member

LEED Accredited Professional

USGBC Member

Representative Work

NPS DEVA Bunkhouse, Restroom, and Parking Lot, Death Valley National Park, CA	Auraria Campus 9th Street Historic District Historic Structures Report, Denver, CO
NPS TICA Restrooms, Timpanogos Cave National Monument, UT	Centaur Village Patio & Art Work Lighting, Lafayette, CO
Horizon Uptown Development Parks & Event Pavilion, Aurora, CO	E470 Plaza B Redevelopment, Aurora, CO
Denver Pavilions Lighting Design, Denver, CO	Downtown Westminster Center Park, Westminster, CO
NPS GATE Jacob Riis Parking Rehabilitation, Gateway National Recreation Area, NY	Soda Springs Park, Manitou Springs, CO
NPS OZAR Big Spring Lodge and Cabins Historic Structures Renovations, Ozark National Scenic Riverways, MI	Delta Park, Greeley, CO
NPS GRCA Maswik Lodge Historic Structure Report, Grand Canyon National Park, AZ	England Park Renovation, Westminster, CO
NPS SCBL Visitor Center Historic Structure Report & Cultural Landscape Report, Scotts Bluff National Monument, NE	Bear Creek Lake Park Master Plan, Lakewood, CO
Colorado Asian Pacific United Historic Marker & Mural Lighting, Denver, CO	





HydroSystems•KDI

ROLE **Irrigation Design**

HydroSystems was created in 1993 to meet the irrigation planning and design, water auditing and management, construction observation and management needs of the landscape industry in the Rocky Mountain Region. Hydrosystems started with a staff of two and grew to seven until August of 2002, when Hydrosystems and KDI Designs merged companies, in a need to increase the staff size to keep up with the ever-increasing demand of the irrigation industry. We moved our offices to Lakewood to accommodate the increased staff size, where we are currently located today. Today we have grown to a staff of ten and total over one hundred ninety combined years of experience in the irrigation system construction and design environment. We are uniquely qualified to meet the needs of our clients and project owners and HydroSystems•KDI is dedicated to provide a level of service and technical expertise in irrigation system design that is unmatched in the consulting industry.

Our staff currently consists of eight employees, all of which are irrigation system designers. HydroSystems•KDI, Inc. currently utilizes AutoCAD version 2021 for all planning and irrigation design efforts. We utilize our own irrigation design software that overlays onto ACAD, developed and design for our own internal use, by members of the staff. We also have GPS equipment that we use for basic spot surveys and GPS located as-built plans. Jill Bersano or Ken DiPaolo (CID) will act as the Principals in charge overseeing a designated Senior Associate for each individual project, who will then be responsible for assembling an internal team, scheduling, all planning, design and overall coordination issues as well as preparation of the project manual. Jill, Ken and the staff that are assigned to the project will attend all meetings with the Design Team. Tom Beall (CID) will handle any irrigation system pump and water feature mechanical system designs. Hugo Ochoa or Omar Vasquez will take care of all on-site inspections and John Keesen will handle all of the water management and audits, as well as some on-site inspections.

Personnel

Jill Bersano: President, Principal, Designer

Ken DiPaolo, CID: Vice President, Principal, Designer

Tom Beall, CID: Senior Associate, Designer, Water Feature Mechanical System Design, Irrigation System Pump Design

Amber Clark, CID, Texas Irrigator Lic., QWEL: Principal, Senior Associate, Designer

John Keesen, CLIA: Principal, Senior Associate, Designer, Water Audits, Water Management

Kameron Craig, Texas Irrigator Lic.: Associate, Designer

Hugo Ochoa, QWEL: Senior Associate, Field Personnel

Heater Carr: Associate, Designer

Tim Thorngate: Associate, Designer

Omar Vasquez: Associate, Designer, Field Personnel

Hydrosystems•KDI

Jill Bersano

President, Principal, Project Manager

Education

Red Rocks Community College – CAD Certification

Metropolitan State University of Denver – Bachelor of Science in Management

Affiliations

Member of IA (Irrigation Association), Level 2 Testing

Certified with Green Industries of Colorado

Certified with The Town of Castle Rock

QWEL, Qualified Water Efficient Landscaper

Mrs. Bersano is President and owner of HydroSystems•KDI and manages all irrigation system designs, planning, production, scheduling and construction observation work.

Mrs. Bersano began her career in 2000 at KDI Designs, specializing in contractor design-build irrigation projects. In August 2002, KDI Designs merged with HydroSystems and Mrs. Bersano assumed a project manager position in HydroSystems•KDI, Inc. In 2014, Mrs. Bersano became part owner of HydroSystems•KDI, Inc. and was Vice President until January of 2018 when she became the majority owner/President and has restructured the company, responsibilities and officers. She also assists in company management, operational functions, including bookkeeping and invoicing. Mrs. Bersano is a graduate of Metropolitan State University of Denver with a degree in Business Management.

Mrs. Bersano is a Principal of HydroSystems•KDI and acts as a Project Manager for select projects, specializing in large community developments and city projects.

Representative Work

Arista
Broomfield, Colorado

Backcountry
Highlands Ranch, Colorado

Wheatland's
Aurora, Colorado

Southlands
Aurora, Colorado

Erickson Wind Crest
Highlands Ranch, Colorado

The Meadows
Castle Rock, Colorado

Leyden Rock
Arvada, Colorado

Ridgegate
Lonetree, Colorado

Adams County Government Center
Brighton, Colorado

Harvest Junction
Longmont, Colorado

Dry Creek Community Park
Longmont, Colorado

Lake Minnequa Park
Pueblo, Colorado

Prairie Center
Commerce City, Colorado

Parkfield Lake Park
Denver, Colorado

Castle Rock Adventist Hospital
Castle Rock, Colorado

Midtown
Adams County, Colorado

Colfax & Lipan Medians
Denver, Colorado

Peoria Crossing
Denver/Aurora, Colorado

Amber Creek
Thornton, Colorado

Rockinghorse
Aurora, Colorado

Crystal Valley Ranch
Castle Rock, Colorado

Westerly Creek
Denver, Colorado

Sterling Ranch
Douglas County, Colorado

C70 Cover Top Park
Denver, Colorado

Barefoot Lakes
Firestone, Colorado

Looking Glass
Parker, Colorado

Painted Prairie
Aurora, Colorado

Windler
Aurora, Colorado

Hydrosystems•KDI

Ken DiPaolo

Vice President, Principal, Project Manager

Education

University of Colorado –2 years (General Studies)

Mechanical Drafting Certificate from Siebel School of Drafting

Affiliations

IA Certified Irrigation Designer – Golf Course Design

Mr. DiPaolo is Vice President and owner of HydroSystems•kdi and helps manages irrigation system design, planning, production, scheduling and construction observation work. Mr. DiPaolo began his career in irrigation as an irrigation designer at The Warner Company, a local wholesale supplier, in 1976. In 1988 The Warner Company sold out to Ferguson Enterprises and Ken opened a new wholesale irrigation supply business called Westurf Distributors. Ken was an operating partner and owner in Westurf Distributors until October 1999 when he sold the business to United Green Mark. Throughout the 23 years in the wholesale supply business Ken provided design-built irrigation designs at the contractor level. Ken developed several design programs that are still being utilized to educate Contractor’s in the Denver area. Ken also taught basic irrigation design and installation at Arapahoe Community College, in Colorado, for five years. In 2000, Ken opened a small irrigation design and consulting business called KDI Designs, specializing in contractor design-built irrigation projects. In August 2002, KDI Designs merged with HydroSystems and Ken became a co-owner in HydroSystems•kdi, Inc. As of February 2007, Ken has become the sole owner of HydroSystems•kdi and assumed all operations and management responsibilities of the company. Starting in 2014, Ken begun to transfer stock and ownership to Jill Bersano and named her Vice President. In January of 2018 Jill Bersano came the majority owner/President and has restructured the company, responsibilities and officers. Ken remains part of the ownership and holds the position of Vice President. This combination of the wholesale supply industry and design experience has given Mr. DiPaolo the unique qualifications to understand all aspects of irrigation system design.

Representative Work

Park Hill Golf Course Denver, Colorado	Denver Federal Center Central Control Conversion Lakewood, Colorado	North Speer Blvd. Irrigation Renovations Denver Parks, Colorado
Promontory in Greeley	Harvey Park & Pump Denver Parks, Colorado	Golden High School Golden, Colorado
170 (125 west to Huron Street) project for Colorado Department of Highways	Civic Center	RTD Light West Rail Line Golden, Colorado
Memorial Park for City of Arvada	Park Redevelopment Denver Parks, Colorado	6th Ave & 125Renovations Denver
Dick’s Sporting Goods Stadium and Soccer Complex - Commerce City, Colorado	Fred Thomas Park Denver Parks, Colorado	Sterling Ranch Douglas County
Glendale Sports Complex - Glendale, Colorado	Curtis Park Denver Parks, Colorado	Washington Park Denver Parks

HydroSystems•KDI

Amber Clark

Principal, Project Manager

Education

Associates of Science in Ornamental Horticulture – Mt. San Antonio College, Walnut, CA

Emphasis: Landscape Design and Construction, Nursery Management, Irrigation Design, Interior Landscaping

Civil Engineering Studies – Colorado School of Mines, Golden, CO

Horticulture Studies – Front Range Community College, Westminster, CO

Affiliations

Member, Irrigation Association

Certified Irrigation Designer (CID), Irrigation Association

Texas Irrigator License

Past Member, California Chapter, American Society of Landscape Architects

Past Member, California Chapter, American Horticultural Society

Past Member, Colorado Chapter, American Society of Civil Engineers

QWEL, Qualified Water Efficient Landscaper

Ms. Clark began her career designing landscapes for homeowners in California in 1998. Her designs included hardscape elements, landscape plans, irrigation systems, and landscape lighting. Her services included construction plans and consulting for homeowners. In 2002, Amber returned to the Denver area and continued designing while updating her education for the Colorado climate. In 2005 she joined the HydroSystems•KDI team as a Project Manager and began focusing on Commercial Irrigation Design. She specializes in rooftop and over structure designs. Ms. Clark is an Associate of HydroSystems•KDI and acts as a Project Manager for select projects. She also acts as an in-house Horticultural Consultant for other designers, analyzing the Landscape Architect’s plans to determine the design’s intentions and special requirements. She then assists in selecting of the most efficient application of water to match that specific design.

Representative Work

T-Mobile Arena
Las Vegas, NV

McGregor Square
Denver, CO

Several Urban Corridor Projects, including: 16th Street Mall Renovation, “Ambassador Street” 14th Street, South

Federal Green Boulevard, South Broadway
Denver, CO

MASTER DEVELOPMENTS

The Meadows at Castle Rock (many)

Town of Castle Rock, CO

Baseline
Broomfield, CO

Bellevue Station
Denver, CO

Denargo Market
Denver, CO

Loretto Heights Campus
Denver, CO

200+ ON STRUCTURE (ROOF DECK OR AMENITY DECK)

1144 15th Street

Born Hotel

One Lincoln

McGregor Square

One City Block

Denver University
Community Commons

The Platform

The Coloradan

Alexan

PROJECTS (VARIOUS)

Modera Projects (Various)

CSU Spur at National
Western Complex

1900 Lawrence



Marx|Okubo

ROLE Roof Consultant

Marx|Okubo Associates, Inc. (Marx|Okubo) is pleased to provide the enclosed qualifications to supplement Davis Partnership's submission for roofing consulting services for the Hiawatha Gardens project in Manitou Springs, Colorado.

As a trusted national architecture, engineering, and construction (AEC) consulting firm, Marx|Okubo works with architects, developers, real estate owners, investors, and lenders—at every point of the property lifecycle—to evaluate their building projects, solve complex challenges and implement tailored solutions.

Leveraging broad technical expertise with deep local insight in AEC, our knowledgeable regional project teams help clients understand their projects' complexities, so they can make the most informed decisions during design and construction, and, ultimately, mitigate their risk.

For over 40 years, Marx|Okubo has worked to bring realistic solutions, value-added services, and a reputation for excellence to our clients, who represent a vast client roster across many asset types. Our team of experienced professionals and technical support staff have successfully completed numerous projects similar to the one at hand, making us well-equipped to tackle any challenge.

Select Relevant Experience

Summit Medical Office Building, Summit County, Colorado

Leak investigation and roof replacement over a sensitive tenant space, including cancer and surgery centers. Fully-adhered, fleece back EPDM over insulation. Marx|Okubo diagnosed the leaks and oversaw replacement providing significant oversight during the repair.

Modera West Wash Park, Denver, Colorado

TPO and Hot, Fluid-Applied Waterproofing Assemblies. Leak investigation and assist owner with repair scope. Performed periodic observations during repair

Aura Santa Fe Apartments, Denver, Colorado

TPO roof assembly. Roof assembly and detail review during design development and construction document phases in preconstruction. Site observations during construction and final close out walk inspection.

Baseline Apartments, Broomfield, Colorado: Asphalt Roof Assembly

Roof assembly and Detail Review during design development and construction document phases in pre-construction. Site observations during construction and final close out walk inspections.

AGIII Apartments, Denver, Colorado:

Asphalt Roof Assembly

Roof assembly and Detail Review during design development and construction document phases in pre-construction. Site observations during construction and final close out walk inspections.

Marx|Okubo

Christian Stover **PE, LEED AP**

Vice President



As Vice President in Marx|Okubo's Mountain-Midwest region, Christian performs building envelope-related design and constructability reviews, forensics, and expert witness investigations. Additionally, she performs core services such as owner's representation, construction project management, and property condition assessments.

Her experience at the firm includes work in building enclosure reviews, water damage restoration, construction quality inspections and budget reviews. Christian has also been actively involved in design-assisted building envelope reviews, exterior envelope forensic investigations and expert witness testimonies, specializing in technical and construction analysis and code review.

Prior to joining Marx|Okubo, she worked with a Philadelphia architecture firm, focusing on design and program of educational facilities.

Christian holds a bachelor's degree in arts and sciences from the University of Pennsylvania and a master's degree in architecture from the University of Colorado - Denver. She is a licensed architect in Colorado and Texas, a Certified Level One Thermographer and Building Enclosure Commissioning Process Provider (BECxP), and has completed the Installation Masters and Window Testing course. She is a member the National Council of Architectural Registration Boards (NCARB) and the American Institute of Architects (AIA).

Marx|Okubo

Wyatt Nagorski

Associate



Wyatt, Associate in Marx|Okubo's Mountain-Midwest region, reviews and analyzes drawings and technical specifications related to building enclosures with a focus toward practical, constructable, and enduring solutions. He performs forensic reviews on building enclosures, including visual reviews and diagnostics as well as directs and oversees testing and any intrusive investigation conducted by third-party subconsultants on existing and new construction projects. Wyatt also collaborates with clients, internal project teams, and consultants, and is ultimately responsible for an overall understanding of each project he is assigned.

Wyatt has over 20 years of experience in the construction industry. Prior to joining Marx|Okubo, he spent six years as a project manager at Intertek, where he assisted with design reviews, conducted site visits providing building enclosure commissioning services, and led functional performance testing of architectural systems as well as forensic investigations. He has experience working with various property types, such as schools from PK-12 to university buildings, medical office projects and hospitals, various commercial buildings, and multifamily residential projects. Wyatt holds a bachelor's degree in business administration from the University of Nebraska and a master's degree in political science from Central European University in Budapest, Hungary.

Current Availability and Commitment

The entire team is committed to the project and at a minimum, each key staff member will commit the following percentages of their time to your project.

Davis Partnership Architects (Architecture, Landscape Architecture, and Interior Design)

Team Members		Phase									
Davis Daniel	Principal in Charge	Concept Design	20	Schematic Design	25	Design Development	25	Construction Documents	10	Contract Admin.	10
Justin DiPietro	Lead Landscape Architect		30		25		20		20		10
Byron Zick	Project Manager		40		40		30		30		5
Genesis Mateo	Project Architect		40		80		80		70		30
Kelsey Reker	Interior Designer		20		20		30		30		15
Zach Rupprecht	Landscape Designer		20		25		35		50		10

Martin/Martin (Civil and Structural)

Team Members		Phase									
Matt Dezort	Structural Associate – Structural Engineering	Concept Design	20	Schematic Design	15	Design Development	15	Construction Documents	10	Contract Admin.	5
Nicole Lane	Investigative Principal – Historic Preservation		20		15		15		10		5
Logan Erf	Bridge Senior Project Engineer – Bridge Engineering		5		10		20		20		10
Ryan Byrne	Civil Principal – Floodplain Permitting		15		15		10		5		5
Peter Buckley	Civil Principal – Site Development		20		15		15		10		5

Bridgers & Paxton (Mechanical, Plumbing and Fire Protection)

Team Members		Phase									
Steve Taylor	Principal, Lead Mechanical Engineer	C	20	SD	25	DD	25	CD	10	CA	10

AE Design (Electrical, IT, Low Voltage Design, and Lighting Design)

Team Members		Phase									
Jon Brooks	Principal	C	55	SD	45	DD	45	CD	30	CA	30
Melina Saunders	Senior Project Manager		65		55		55		35		35

HydroSystems•KDI (Irrigation Design)

Team Members		Phase									
Jill Bersan	Principal	C	20	SD	25	DD	25	CD	10	CA	10
Ken DiPaolo	Project Manager		30		20		20		20		10
Amber Clark	Associate, Designer		40		40		40		30		5

Marx Okubo (Roof Consultant)

Team Members		Phase									
Christian Stover	Vice President	C	-	SD	2	DD	8	CD	15	CA	7
Wyatt Nagorski	Associate		-		2		12		20		25

4

Similar Project Experience

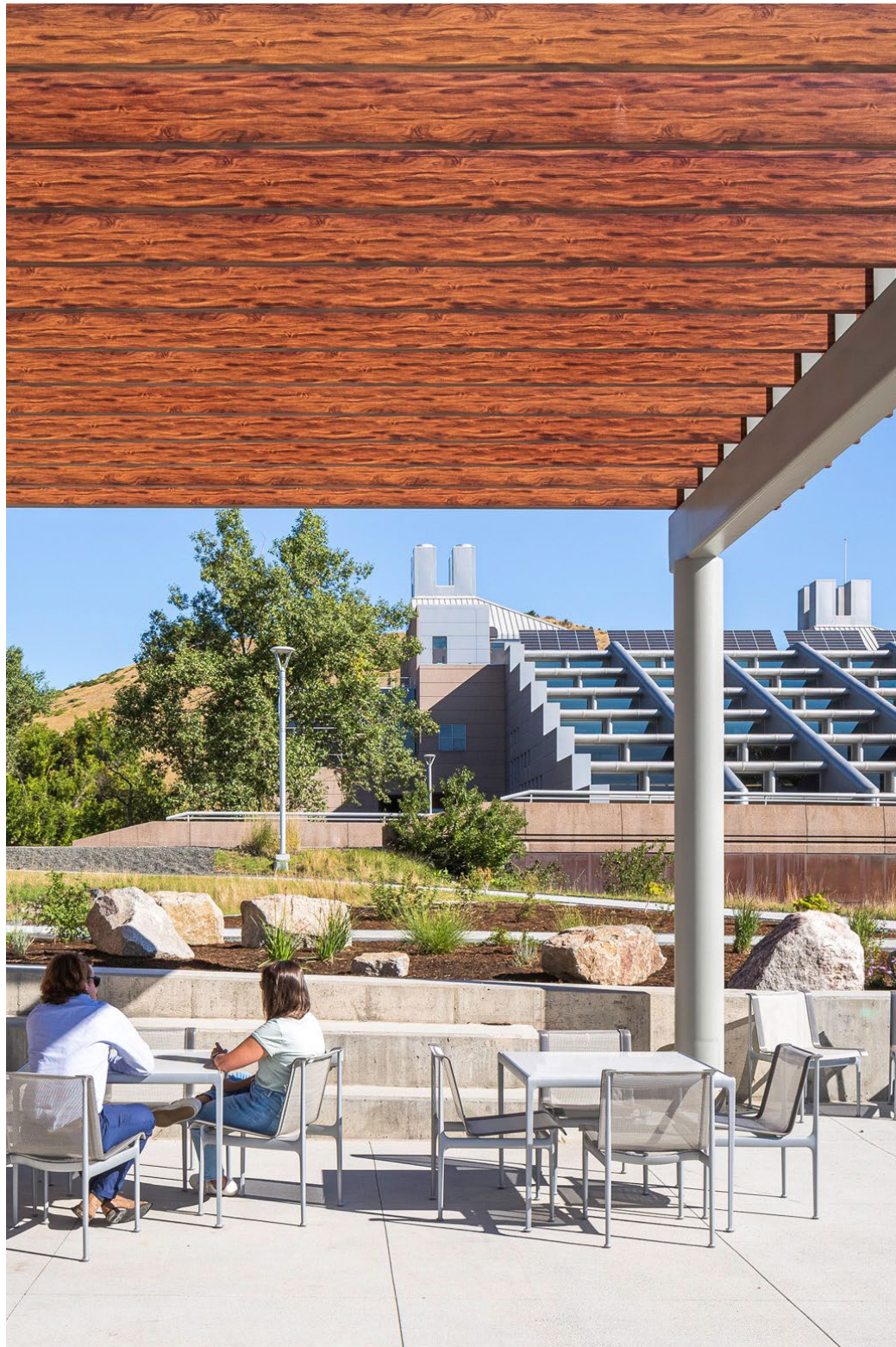


PHOTO:
NREL Research & Innovation Laboratory (RAIL)



TEAM INVOLVEMENT

David Daniel

RELEVANCE

Seamless Integration of new construction into existing context, and Historic Remodel.

Freyer–Newman Center at the Denver Botanic Gardens

At A Glance

LOCATION Denver, Colorado
 SIZE 100,557 sf
 BUDGET \$31.5M
 COST \$33.0M
 CONSTRUCTION START May 2018
 COMPLETED August 2020
 DELIVERY MODE CM/GC
 SUSTAINABILITY LEED Gold
 OWNER Denver Botanic Gardens
 CONTRACTOR GH Phipps

Services Provided

Architecture, Interior Design, Landscape Architecture, Lighting Design

Reference

Brian Vogt
 Denver Botanic Gardens
 Chief Executive Officer
 vogtb@botanicgardens.org
 (303) 521-8648

In early 2016, Davis Partnership Architects won a design competition to design the new Freyer–Newman Center at the Denver Botanic Gardens. The project serves as a museum for botanic art and science and two levels of underground parking. The multi-faceted structure includes art studios and classrooms, galleries, an auditorium, a library including a rare books room, laboratories for research as well as conservation of botanic samples, a herbarium for preserved plant collections, and administrative office space. The project scope also included the **remodel of the historic Boettcher Memorial Center** designed by the late Victor Hornbein in 1966.

The design challenge was to create a facility that is expressive of the program, welcoming to visitors, yet humble in relationship to the existing campus. This is the only building at Denver Botanic Gardens accessible to the public without requiring tickets to tour the gardens, playing an important role in increasing the public's access to the arts and education programs of the gardens.

“We are excited to be working with Davis Partnership Architects in the design of this important new project” stated Brian Vogt, CEO of the Denver Botanic Gardens. “Our selection committee was extremely impressed with their design vision and the way their approach was respectful of the original architecture on our campus.”

Davis Partnership Architect's concept delivered a design that was “humbly iconic”, respecting the existing architecture while re-interpreting the botanical references that influenced the original design. These botanical references were expressed in structural forms, the use of materials, and in the pattern work of details.





TEAM INVOLVEMENT

David Daniel
Byron Zick

RELEVANCE

Connections to culture and heritage.
Prefabricated bridge design.

Anythink Nature Library

At A Glance

LOCATION Thornton, Colorado
SIZE 33,000 sf
15-acre library property on
140-acre Aylor Open Lands
BUDGET \$43.4M
COST \$43.4M
CONSTRUCTION START Q3 2024
COMPLETED Mid-2026
DELIVERY MODE CM/GC
OWNER Anythink Libraries
CONTRACTOR GH Phipps

Services Provided

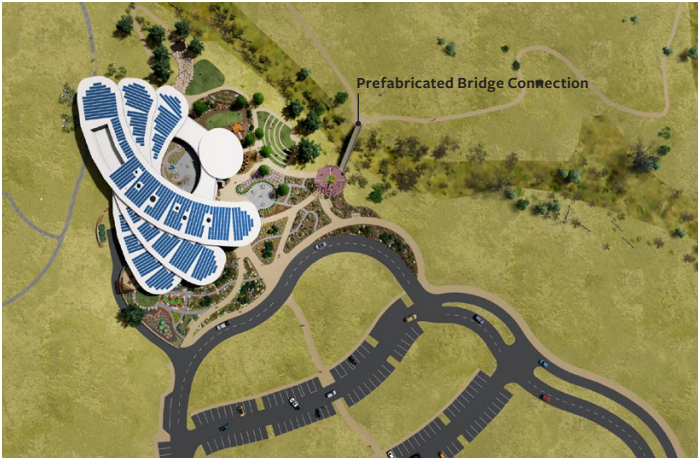
Architecture, Interior Design, Landscape
Architecture, Lighting Design

As a public library, Anythink provides access to knowledge in a free, safe and trusted space available to all. As an experience library, Anythink is even more uniquely qualified to build a nature library – using spaces, experts, “Trylts” and other resources to help people find their place in nature.

Inspired by the Environmental Kinship Guide, the library’s design is grounded in the understanding that “everything in the natural world is interrelated and that humans are a part of this as cohabiters.” (Learn more about the Environmental Kinship Guide at environmentalkinship.org.) Anythink also convened the Anythink Nature Library Advisory Council, which included Indigenous and Native American leaders from the Denver metro area, who provided expertise on the building’s design.

FEATURES OF THE NEW LIBRARY

- Programming spaces to reinforce nature learning, including an indoor/outdoor nature lab, a sun room and a dark room for both active and more meditative programs, and outdoor spaces that support Anythink’s vision to help people find their place in nature.
- Exterior gardens that will provide both passive and hands-on learning opportunities.
- Open air “kinship garden” within the library for people to connect with art and nature.
- One-mile loop trail on library property.
- Materials that facilitate nature learning and reflection, including “Trylts” specifically selected for outdoor learning and adventure.
- Café with indoor/outdoor service and seating.
- Trailhead that connects the library with the 140-acre Aylor trail systems.





TEAM INVOLVEMENT

Zach Rupprecht

RELEVANCE

Close collaboration between Architects, Civil Engineers, and Landscape Architects for a municipal client.

NREL Research & Innovation Laboratory (RAIL)

At A Glance

LOCATION Golden, Colorado

AREA 16,000 sf

BUDGET \$15M

DELIVERY Design-Build

COMPLETED Winter 2022

OWNER National Renewable Energy
Laboratory

CONTRACTOR M.A. Mortenson Company

Services Provided

Architecture, Landscape Architecture,
Interior Design & Signage

Reference

Bret Cummock
Project Manager
NREL
(303) 330-1426
Bret.Cummock@nrel.gov

The RAIL facility is the first new laboratory building to open at NREL's Golden campus since 2013. It was developed to not only provide critical research space for NREL but also serve as a demonstration project, focused on efficient and flexible research space that can be easily modified in the future as research evolves and new research equipment and capabilities are needed, ultimately saving the DOE money. RAIL is also the first of its kind at NREL with the goal of setting a new standard for collaboration in research with flexible spaces that are cost-efficient to operate. This includes, among other things, shared laboratory spaces with intentional internal and external collaboration areas without assigned office space, including much-needed wet lab space.

KEY OBJECTIVES OF THE FACILITY INCLUDE:

- Create a replicable lab modules of varying size that allows multiple program users to share resources or occupy and perform specialized research with minimal lab customization for end user needs of each program.
- Utilize control areas and generic utility distribution to maximize Maximum Allowable Quantities (MAQs) for each lab.
- Deliver the maximum program scope for the budget.
- Collaborative relationship between NREL and the team to deliver quality design and construction.
- Facility shall be designed to be functional, maintainable, and efficient, and as mandated by "Guiding Principles for Sustainable Federal Buildings".
- Safety and environmental stewardship.
- Incorporate sustainable design standards for building systems and operation.





TEAM INVOLVEMENT

Byron Zick

RELEVANCE

Program included multiple uses.
Rigorous floodplain review
and approval process.

Anscchutz Student Center at Colorado Christian University

At A Glance

LOCATION Lakewood, Colorado
SIZE 49,285 sf
BUDGET \$22.6M
CONSTRUCTION COST \$22.6M
COMPLETED June 2017
DELIVERY MODE CMGC
OWNER Colorado Christian University
CONTRACTOR GE Johnson

Services Provided

Programming, Space Planning, Design of
Flexible and Collaborative Workspaces,
Finish Selection and Specification, Lighting
Design, Graphics, and Furniture Selection

Reference

Shannon L. Dreyfuss
Vice President
Colorado Christian University
(303) 963-3411
sdreyfuss@ccu.edu

The Anschutz Student Center is the third installment of redevelopment at CCU, creating a new hub for students, faculty, and university administration in the center of campus. It offers 49,285 sf of dining, student gathering, and office space.

Upon entrance, there is a great room, with the ability to seat an additional 200 students as cafeteria overflow or study, hangout, or meeting space. The great room has a traditional, rich feel and features soft seating and tables. The main floor also houses the Cougar Den, featuring grab-and-go food and additional seating. Downstairs, there is a bookstore and 6,000 sf of student fitness space, offering CCU students more access to workout equipment. The upper floor is a hangout space for students, and includes a game room, along with Student Life and Student Activities offices.

IN ADDITION, THIS PROJECT REQUIRED A RIGOROUS FLOODPLAIN APPROVAL PROCESS. The LOMR (Letter of Map Revision) and CLOMR (Conditional Letter of Map Revision) floodplain submittal processes were complex and required approvals from Lakewood, FEMA, the Regional Stormwater Authority, US Fish and Wildlife, and the Army Corps of Engineers.





TEAM INVOLVEMENT

David Daniel
Byron Zick

RELEVANCE

Entire project is located in a floodplain, and delivered in multiple permit packages.

Russell House

At A Glance

LOCATION Denver, Colorado
SIZE 470,000 sf, 289 dwelling units
ANTICIPATED PROJECT COST \$85M
DELIVERY METHOD CM/GC
COMPLETED In Permitting, Anticipated
Completion in Q2 2027
OWNER Downing Street Investments
CONTRACTOR Arco Murray

Services Provided

Architecture, Interior Design, Landscape
Architecture, Lighting Design,
Signage/Wayfinding, Branding

Russell House is a seven-story market-rate multifamily development located at Evans Avenue and Bannock Street in South Denver. Developed by Downing Street Investments, the project features 289 residential units and includes 303 parking spaces. The project consists of a 5-story residential tower situated on top of a 2-story concrete podium. The building layout prioritizes both city and mountain views and offers a wide variety of studio, one-, two- and three-bedroom units. Indoor and outdoor amenity spaces are provided on levels one and three in a combination of gathering, gaming, and eating spaces, as well as a swimming pool and roof deck overlooking Pikes Peak.

A UNIQUE ITEM OF NOTE IS THAT THIS ENTIRE PROJECT IS LOCATED IN A FLOODPLAIN. Davis Partnership and our consultants incorporated both wet and dry floodproofing strategies to meet all local and federal regulations, while ensuring that building elements will remain fully intact after a flood event.

5

Project Approach



PHOTO:
Center for Community at University of Colorado

Project Approach

The City of Manitou Springs has provided a thorough Request for Proposal and robust supporting documentation that establishes an exciting vision for the future of Hiawatha Gardens. This is a tremendous opportunity to breathe new life into the Gardens and continue the tradition of providing community-focused spaces for the City. With the opportunity comes the responsibility of delivering a project that is responsive to the public and City needs, within budget, and within the established timeline. Davis Partnership Architects is uniquely qualified to accept those responsibilities, provides expertise across the team to deliver exceptional quality of design and documentation, and is committed to the success of the project.

The project approach for Hiawatha Gardens is informed by our experience and expertise in delivering successful projects for more than 50 years, our embodiment of collaboration as an interdisciplinary practice, the City's devotion to public engagement, and recognition of the opportunities and challenges specific to this project.

Experience and Expertise

For over 55 years, Davis Partnership Architects has been delivering successful projects and earning the trust and respect of our clients and peers alike. The result is an innovative and influential practice, with specializations in architecture, landscape architecture, interiors, and signage and experiential design. To build upon our firm's capabilities, we have coalesced a team of experts specific to the opportunities and challenges of Hiawatha Gardens.

Davis Partnership Architects will provide overall team leadership and project management. Excellent communication is essential in managing and delivering a successful project. Davis Partnership and our consultants will streamline communications with the City of Manitou Springs by providing a single point of contact from beginning to end. Davis Partnership's Byron Zick, AIA, Associate with nearly 20 years experience will serve as the project manager and daily point of contact for the project. In addition, he will organize the work plan, facilitate stakeholder engagement activities, and ensure that the overall design direction is consistent with project objectives.

Furthermore, the same team members (including consultants) who start at the schematic design stage of the project will continue with the project through construction administration to provide consistency to the owner, an efficient

and cohesive design process, and an understanding of project history to make proper decisions during construction administration. Communication is emphasized throughout the project through regular team meeting times, workshops, written documentation of meetings and stakeholder engagement. Davis Partnership makes it our highest priority to stay tuned to your most critical needs and to identify opportunities, and we respond to these in a timely, thoughtful and competent manner.

We believe that a collaborative and inclusive approach, working towards a common goal, results in higher level thinking and establishes a mutually shared understanding of the issues, challenges and reasoning behind proposed solutions – this is at the core of establishing group consensus. As facilitators and leaders, it is our obligation to earn your professional respect and gain your trust in delivering the vision for Hiawatha Gardens.





Public Engagement

We recognize the value that the City of Manitou Springs places on public engagement to inform its decision-making. It is apparent in Resolution 1023 that was passed by City Council in 2023, establishing a Public Engagement Plan. This process was experienced first-hand by Davis' Director of Landscape Architecture, Justin DiPietro, with his work on Soda Springs Park in his previous role.

Davis Partnership works to evolve a project collectively, ensuring all stakeholders are engaged and that all aspects of design decisions are deeply understood. The design progresses in a transparent fashion, using 3-dimensional digital modeling at the earliest stages of the project to clearly communicate the vision. Building consensus continuously with stakeholders at each design phase effectively builds on previous decision making. We seek vested interest in the success of the project and have found that open communication and transparent decision-making are key to broad support. Evolving the project design collectively with all key stakeholders allows us to gain client approvals, confirm the integration of all project goals and

expectations, and balance costs against the solutions created.

The same visualization tools used in stakeholder engagement can be used to communicate the project to the public. Working closely with the City to develop messaging, we understand that a well informed public ensures success for the City and Hiawatha Gardens.

Phase 1 Grant Funding

Davis Partnership is committed to delivering the Hiawatha Gardens project on schedule, including meeting the October 2025 deadline for completion of the Phase 1 permit drawings to maintain grant funding. That commitment is based on effective project management, productive stakeholder engagement, and clear communication. Anticipating that work begins in earnest following award by April 2nd, we have outlined the following approach to schedule:

- Mid-April: Project Kick-off with Owner/ Stakeholders, Design Team, CM/ GC (if secured).
 - Establish project objectives (guiding principles)
 - Establish lines of communication and primary contacts

- Confirm all stakeholders
- Confirm program
- Confirm schedule
- Identify challenges

- Mid-April through May (8 weeks): SD drawings, outline specifications, supporting visualization materials. Includes all phases.
 - Facilitate User Group meetings for design and operational input
 - Present to Design Advocacy Group and Owner Executive Committee for feedback and design refinement
 - Provide 3D project renderings and materials for Public information
 - Review and verify CM/GC cost estimate. Incorporate budget reconciliation measures
- June through August (10 weeks): DD drawings, outline specifications, supporting visualization materials. Phases 1 and 2.
 - Facilitate User Group meetings (round 2) to confirm design meets operational needs and provide additional input for design refinement
 - Present to Design Advocacy Group and Owner Executive Committee for feedback and design refinement

- Prepare materials and lead Community Meeting in coordination with City to provide design update
- Review and verify CM/GC cost estimate. Incorporate budget reconciliation measures
- August through October (10 weeks): CD drawings, specifications, supporting visualization materials. Phases 1 and 2.
 - Provide materials for Major Development Plan application, Grading and Erosion Control Permit, and Material Change of Appearance Certificate. Provide at 50% CD milestone
 - Co-present project with City's Project Manager to Planning Commission, Historic Preservation Commission, and City Council
 - Coordinate with CM/GC to realize any necessary final cost reconciliation measure and summary report of cost estimate through life of design and documentation
 - Coordinate with General Contractor and provide materials for building permit submission
 - Present final design to Design Advocacy Group, Owner Executive Committee, and City Council

- Prepare materials and lead informational Community Meeting in coordination with City

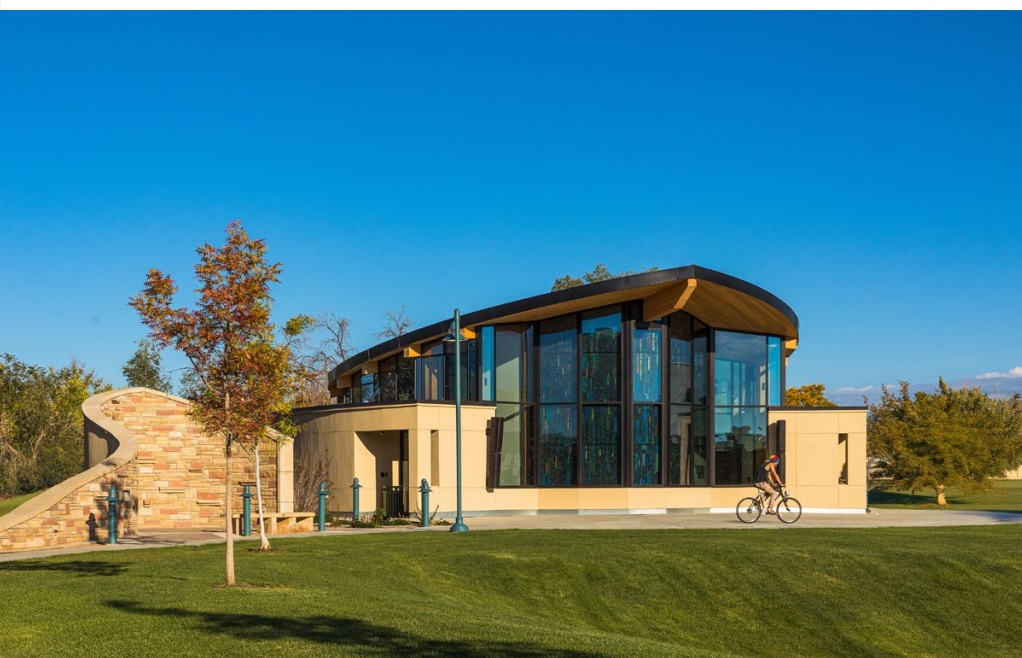
Budget, Schedule, Quality Control

Davis Partnerships and recognizes that cost, schedule, and quality is of primary importance in the planning, design, and construction of all projects, and our team takes this responsibility seriously. Managing these challenges requires experience, skill, and discipline throughout the design and construction phases. We see a great advantage in the CM/GC delivery method, utilizing the expertise of the contractor team to provide early and ongoing input of cost, constructability input, and schedule acceleration. The approach for Hiawatha Gardens will involve close and frequent collaboration with the CM/GC contractor, the City, and stakeholders to ensure it is designed and built within the fixed budget framework, on schedule, and achieves program requirements balanced with aesthetic and contextual considerations. Davis Partnership's success in maintaining excellence in budget, schedule, and quality control is based on some key factors:

- Establish well-defined objectives as a critical first step.
- Provide appropriate use of resources and value for the money.
- Optimize material and systems selection alternatives that provide the best balance between initial investment and ongoing operational costs.
- Transparency and clarity of design information as basis for accurate and comprehensive cost estimation.
- Responsiveness with design adjustments to optimize value and reduce project costs.

Cost Reconciliation: In close collaboration with the CM/GC and owner team, Davis Partnership will work at each stage of design to keep the project within budget. In the event that estimated costs exceed the construction budget, the design team will work closely with contractor to evaluate the design and identify the best methods of reducing costs while maintaining the integrity of the design. Davis Partnership and its consultants will evaluate their respective scopes, using their experience with comparable work to validate the contractor's estimate or identify potential misalignment of quantities or costs. The design team will offer a menu of additional cost reduction measures for consideration of the CM/GC contractor and owner team. Collectively, the greater team will evaluate options to provide the best value for the project, balancing cost, budget, and design intent.

Scope Control: While scope of work, often measured in quantities, is clearly a major cost-driver, the quality desired in the project also has a direct impact on the cost of construction. Both items can result in "scope creep," which can result not only in construction cost overruns but may also multiply with associated



design and operational costs. Scope control is a vital factor in managing cost, maintaining a schedule, and delivering a project within the fixed limit of construction dollars. Our experienced team recognizes when key decisions may adversely impact the construction cost, and we bring these issues to the immediate attention of the owner and stakeholders.

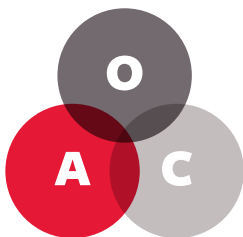
Quality of Construction Documents:

One of the most important aspects of keeping a project within budget is to avoid the costs of change orders that occur because of incomplete or uncoordinated construction documents. We put tremendous importance on producing quality drawings and specifications that fully describe the scope of work and provide clear definitions on the quality of materials and systems. Having a CM/GC delivery method provides an additional layer of accountability, with vested interest in assisting the design team in potential gaps in documentation. Davis Partnership utilizes rigorous quality control methods at every stage of design and documentation. Additionally, all vertical work utilizes Building Information Modeling (BIM) across all disciplines to produce designs that are fully coordinated.

CM/GC Collaboration

The Construction Manager/General Contractor delivery method is employed with many Davis Partnership projects

and offers several advantages that ultimately reduce risk for the Owner and Design Team and can lead to a more seamless project execution.



- Constructability input early and throughout design and documentation.
- Early and ongoing cost analysis to inform design decisions and maintain project within budget.
- Develop trust between Owner, Contractor, and Architect/Design Team.
- Streamline schedule.
- Smooth transition from design to construction.

The advantages can only be realized with effective communication and robust collaboration. The following factors form the basis of Davis' successful CM/GC partnerships:

- **Shared project objectives** that provide guidance through course of project. This might include budget, vision and aesthetics, transparency, and public engagement.
- **Clear communication** channels and **shared resources** (design models, cost analysis data, comment records) between Owner, Architect, and Contractor.
- **Responsive** to Owner and Contractor input to reach decisions quickly for incorporation into design and documentation.

Davis Partnership's long history has allowed us to form relationships with many of our region's General Contractors, developing strong relationships and earning mutual respect. This is the result of a culture of collaboration that promotes engagement and seeks knowledge.

Bridge Design

Davis Partnership has brought on the expertise and experience of Martin/Martin to provide design and documentation of the Phase 4 vehicular bridge across Fountain Creek. Martin/Martin has executed pedestrian and vehicular bridges for public

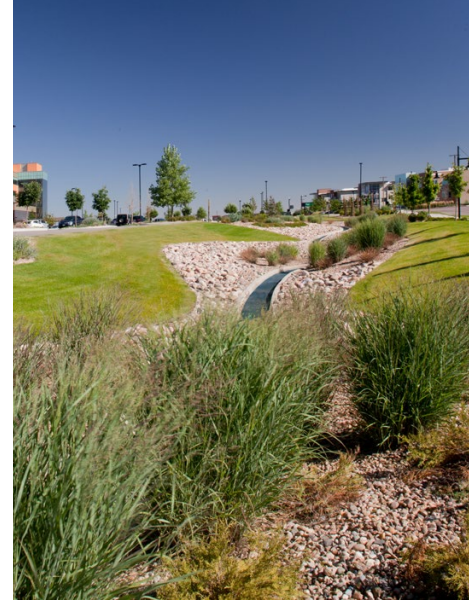
and private entities, approaching each to balance functional needs, aesthetic goals, budget limits, and project schedules. The challenges for Hiawatha Gardens include:

- Development within the floodplain
- Maintaining and protecting Fountain Creek and its riparian ecology
- Providing a cost-effective solution that fits within the natural and historic context of the project site

Martin/Martin Senior Project Engineer, J. Logan Erf, is well-suited to address the project's bridge design. He brings deep understanding of bridge engineering and value to the project team, having assessed over 140 full-scale bridges and providing design for such projects as the US Air Force Academy's Tri-Intersection Bridge and US Forest Service bridges at Willow and Spring Creeks in Gunnison.

Sustainable Stormwater Management

Davis Partnership landscape architecture and Martin/Martin have closely aligned principles around their environmentally sensitive approach to site design and stormwater management, and are excited to put their expertise into practice at Hiawatha Gardens. Davis Partnership's Director of Landscape Architecture and lead for site design on this project has extensive experience in this realm, having led a consultant team commissioned by Philadelphia Water for the planning and design of Green Stormwater Infrastructure throughout Philadelphia neighborhoods. Martin/Martin civil engineering are an authority in employing low-impact and green infrastructure practices in their stormwater management design. The opportunity for sustainable stormwater management initiatives at



Hiawatha Gardens can be realized through an approach that includes:

- Preserve Existing Trees and Enhance Plant Communities: We understand the value Manitou Springs and its community place on its tree canopy, plant communities, and waterways. The previous work for Hiawatha Gardens included assessment of Vegetation Communities and Habitat and Ecological Function (Ecological Characterization Study dates Oct 24, 2024), providing a basis for guidance, recommendations, and opportunities. We want to work closely with the City and its Arborist Matthew Nelson to prioritize tree preservation, particularly along the riparian corridor of Fountain Creek, and establish a healthy and high performing plant community. Benefits include:
 - Interception and absorption of rainfall
 - Reduction of heat island effect
 - Phytoremediation (use of plants to remove pollutants from soil, water, and air)
 - Supporting of habitat
 - Opportunities for shade
 - Reduction of greenhouse gases
 - Improved water quality
- Mimic Predevelopment Conditions: Utilize a light project imprint by matching existing grades and minimizing earthwork and

disturbance to the extent possible. This approach allows us to more easily achieve a no-rise condition within the floodplain.

- Reduce Impervious Surface, Encourage Infiltration, Reduce Stormwater Runoff
 - Porous or Permeable Paving: Such systems encourage infiltration and reduce runoff. Although these systems can be more costly than traditional paving systems, smart strategies for their use, such as placement on the low end of parking lots, allows runoff from traditional impervious pavements like asphalt or concrete to run onto the porous pavement and maximizes the benefit while minimizing cost. We also understand the challenges of some systems, which can include maintenance (vacuuming) to ensure long-term viability, and will work closely with the City to ensure operational needs can be met.
 - Raingardens / Porous Landscape Detention (PLD) Areas: Incorporate PLD's in traditional landscape areas like parking lot islands or perimeter landscape beds. Use curb less islands and perimeter to sheet flow and distribute runoff over larger PLD areas.
 - Bioswale: Avoid concentrating flows to the extent possible; when necessary, convey stormwater on the surface and use bioswales to encourage further

infiltration and biologic uptake. Utilize the opportunity to encourage pollinator habitat.

- Be playful with stormwater and design for multiple and varied treatment strategies using several disconnected impervious areas (DCIA). Use multiple green infrastructure (GI) or low impact development (LID) techniques in series to combine and multiply the benefits of water quality treatment and embrace the treatment train ideology.

This is an opportunity to use creative design and techniques informed by natural systems to promote awareness of sustainability through stormwater management. Davis Partnership and Martin/Martin aim to blur the line between stormwater management and beauty in the landscape, utilizing high performance systems that are visible and showcase the City's sustainability initiatives at Hiawatha Gardens.

References



PHOTO:
The Colorado Health Foundation

References



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April 3, 2025

The Selection Committee
c/o Sara Lara, Artaic Group

Re: Hiawatha Gardens Restoration and Design
RFP 2025-005
Fee Proposal, Hourly Rate Schedules, Clarifications & Exclusion (see attached exhibits)

Scope of Work

The scope of work and related design services and fees are based on RFP 2025-005, subsequent Addenda, and Interview Clarifications dated 3/27/25. The general scope of improvements outlined by phase are as follows:

Phase 1: New restroom/storage facility, new plaza, new surface parking, and associated improvements.

Phase 2: Restoration and renovation of existing, historic dance hall into an open-air pavilion and adjacent new plaza/art lawn to its west.

*Phase 3: New vehicular bridge and closure/integration of Old Man's Trail bridge into pedestrian trail network.

*Phase 4: Renovation of existing bank facility and associated improvements for re-use of site as a transportation hub. Associated improvements include a pedestrian plaza area, bus pull-off area, surface parking, a new pedestrian bridge, integration of Creek Walk Trail, and associated site improvements.

All phases will be progressed concurrently through Schematic Design as outline in the proposed schedule.

***Scope and estimated fees have been provided for Phases 3 and 4 for Schematic Design through Construction Administration/Close-Out, based on our best understanding of concept documentation and descriptions provided in the RFP.** Based on Interview Clarifications dated 3/27/2025, we understand that the initial contractor will include only Schematic Design for Phases 3 and 4. It is anticipated that the scope of improvement/work may evolve for these phases during Schematic Design, and the proposed scope of services will be revised and finalized accordingly, should the City of Manitou Springs proceed with further development of design.

Assumptions, Clarifications, and Exclusions

Consultants are limited to those identified in the fee schedule. Specifically, we have not included scope or fee for the following:

- Land Survey
- Geotechnical Engineer
- Construction Material Testing or Inspection
- Environmental Engineer or Services (i.e. mitigation or removal of hazardous materials)

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- Green building or site certification (i.e. LEED, SITES, etc.)
- Energy modelling
- Dry utilities consulting (related to the design and permitting of new electrical service and underground gas service)
- Acoustical consulting
- Accessibility consulting
- Building commissioning
- Photo-realistic rendering services (medium-to-high quality renderings are included in our fee)
- Signage, wayfinding, and branding
- Furniture specification

General: The scope and fee assumes the general concept design and layout of program provided in RFP 2025-005, as clarified in Interview Clarifications dated 3/27/25, will remain and are not to be revisited. Significant changes to program, either by addition, deletion, or relocation be requested, Davis Partnership and its Consultants reserve the right to request additional services.

Schedule: The proposed schedule is based on our understanding of the timelines established in RFP 2025-005 and subsequent Addenda and Interview Clarifications.

- We have assumed that there will be no pricing pauses between phases, and that pricing feedback will be given by the CM/GC concurrently with the design schedule. The schedule indicates Phases 3 and 4 proceeding immediately into Design Development, however we understand we may not be authorized to start that work pending confirmation of budgets and funds. We anticipate a pause may be needed before proceeding with Phases 3 and 4 and can accommodate up to an 8-week hold. If pricing pauses or other schedule delays are incurred which result in an extended schedule beyond what has been assumed and communicated to date, Davis Partnership and its Consultants reserve the right to request additional services.
- If the design team is requested to pause work for more than four weeks, Davis Partnership reserves the right to request additional services for any work requested during the project pause, in addition to a remobilization fee.
- We have assumed a 12 month **total** construction duration: 8 months for phases 1-2, and 4 months for phases 3-4. We have included fees for one half-time architect and/or architectural staff for construction phases 1-2, and quarter-time for construction phases 3-4. We have included time for biweekly site visits (26) and biweekly remote meetings (26), for (52) construction meetings in total.

Meetings: RFP 2025-005 and subsequent Addenda and Interview Clarifications, we have included attendance as indicated in the proposed schedule.

- The quantity of meetings and site visits beyond those noted are excluded. Additional meetings and site visits can be accommodated for additional fees.

Budget: The construction budget, as established in RFP 2025-055 Addendum Number 1, dated 2/27/2025, is has been used as a basis for scope and fee. The design team will work to reconcile the scope of work with Owner budget during course of design and documentation, assuming

Owner budget remains constant. Davis Partnership and its Consultants reserve the right to request additional services for changes in budget which require changes in the scope of work.

Survey: A complete land survey provided in CAD format is necessary to at the commencement of the project and is to be provided by the Owner or others.

Interior Design: Services are limited to the selection of basic interior finishes for the new restroom building and the Chase Bank transit hub renovation.

Landscape Architecture: The proposed scope and services includes leading the design of site improvements as noted in Scope of Work and includes the following.

- Design and documentation are included for new pedestrian pavements, site furnishings and amenities, soils, and plantings.
- We will provide design intent for parking layout, vehicular paving, site lighting, related site improvements, and coordinate with the consultant team for documentation of such improvements.
- We will coordinate closely with the irrigation consultant for a fully automated irrigation system providing full coverage of proposed plantings.

Structural Engineering:

- Phase 1: The restroom/storage facility is assumed to be an approximately 1,530 square foot, custom designed, timber-framed structure.
- Phase 2: A full building analysis and retrofit design to bring the proposed structure up to current codes while still maintaining as much of the historic nature of the existing building, is anticipated. The proposed scope and fee are based on structural work and improvements indicated in the Workshop 40 Structural Design Narrative, Option 2 included in the RFP.
- Phase 3: The scope and fee assume structural engineering design and detailing required for a new single-span vehicular bridge spanning over Fountain Creek Trail, with bridge accommodating one lane of traffic in each direction used for vehicular access as well as pedestrian access to the new parking lot included in Phase 1. The superstructure of the bridge is assumed to be performance specified steel rolled girder system and will be designed and detailed by the supplier. This superstructure will connect with the abutments, foundations and approach slabs designed and documented by the consultant team. Architectural enhancements to the bridge, such as stone walls or stone finishes or historic elements to mimic adjacent structures, are not anticipated nor included, per clarification provided in RFP 2025-005 Addendum Number 1.
- Phase 4: The modifications to the existing structures are anticipated to be relatively minor. They are expected to be below the International Existing Building Code thresholds of 5% for gravity-load carrying elements and 10% for lateral-carrying elements, as outlined in Sections 503.3 (gravity loads), and 503.4 (lateral loads). Therefore, a structural analysis and evaluation of the existing buildings is not anticipated nor included. Structural work is anticipated to include consulting on proposed architectural alterations and design for minor structural modifications, such as minor penetrations through existing roof deck or walls. Modifications to the existing canopy are anticipated to be equally minor in scope and structural impact.

- Phase 4: Structural engineering design and detail required for a new single-span pedestrian bridge spanning Fountain Creek is included. This bridge is anticipated to be a deferred submittal item consisting of a prefabricated steel bridge structure, designed, and detailed by the Bridge Supplier. The consultant team will provide the structural engineering design of bridge abutments and foundations.

Electrical Design:

- Coordination with local utility provider(s) for power, telephone, data, and cable TV. Coordination with civil engineer for all utility infrastructure requirements, equipment locations, and conduit routings.
- Provide electrical systems infrastructure and branch circuit distribution to meet needs of project.

Lighting Design:

- Design of site and building lighting systems, including fixture selection, layout, and circuiting of interior lighting, exterior lighting, and emergency egress and exit sign fixtures.
- A lighting fixture budget to be determined no later than completion of Design Development.
- Includes site photometric plan for entitlements and building department submissions to demonstrate compliance with photometric standards. Subsequent submission to be provided, as required to demonstrate compliance. Should subsequent submission be required due to owner-directed or other changes to the site not directly related to the exterior lighting compliance, additional fees may be required.

Technology Design (Limited to Phase 1 & 2, associated with Dance Hall and Plaza):

- Telecommunications System: To include design of structured cabling system for telephone, network, and cable television systems.
- Security System: To include design of building and site-wide security system that includes Video Surveillance System (VSS).
- Audio-Video (AV) System Design: Standalone bespoke audio-visual system is anticipated in Dance Hall Pavilion.
- We have included fees for Networking design (network access points, wifi hotspots, or similar) for phases 1 and 2, but is excluded from phases 3 and 4.

Entitlements: Per RFP 2025-005 and subsequent Addenda, we have included preparation and submission of materials for Major Development Plan, Grading and Erosion Control Permit, and Material Change of Appearance Certificate.

- An initial submission and one subsequent submission of revised materials per agency comments are included. Additional revisions and resubmissions will be performed on an hourly basis at rates provided.

Traffic Study (Phase 3): The proposal involves the following efforts:

- Scoping conversation with the City and CDOT
- New peak hour traffic counts at existing, adjacent intersections.
- Traffic study to support new access configuration

- Filing and support of updated CDOT Access Permit

Permitting: It is assumed that the CM/GC contractor will facilitate necessary permit submissions. We have included fees for preparation and delivery of materials in support of two rounds of building permitting through Pikes Peak Regional Building department (phases 1-2 combined, and phases 3-4 combined), for two months duration for each submittal round.

Standard Hourly Rate Schedules (2025)

Davis Partnership Architects

Staff Type	Category	Billing Rate
50	Principal	\$235
51	Associate Principal	\$225
52	Senior Associate	\$210 - \$230
53	Associate	\$195 - \$220
55	Senior Architect	\$165 - \$210
56	Architect	\$125 - \$170
69	Senior Architectural Intern	\$150 - \$210
57	Architectural Intern	\$ 85 - \$140
61	Senior Landscape Architect	\$160 - \$190
62	Landscape Architect	\$105 - \$180
63	Landscape Architectural Intern	\$ 85 - \$130
65	Senior Interior Designer	\$160 - \$190
66	Interior Designer	\$125 - \$160
67	Interior Design Intern	\$ 90 - \$135
	BIM / Revit / FM	\$130 - \$215
74	Accounting Staff	\$120 - \$160
75	Administrative Staff	\$ 75 - \$100

Martin/Martin

Principal.....	\$270 per hour	Designer.....	\$150 per hour
Associate.....	\$235 per hour	Technician III.....	\$130 per hour
Sr. Project Manager.....	\$220 per hour	Technician II.....	\$120 per hour
Sr. Bldg. Envelope Specialist.....	\$220 per hour	Technician I.....	\$110 per hour
Sr. Project Engineer.....	\$205 per hour	Sr. Construction Services Rep...	\$180 per hour
Project Engineer.....	\$175 per hour	Intern.....	\$85 per hour
Project Manager.....	\$175 per hour	Project Coordinator.....	\$100 per hour
Bldg. Envelope Specialist.....	\$175 per hour	Administrative Assistant.....	\$95 per hour
Professional Engineer.....	\$155 per hour	Survey Manager.....	\$240 per hour
Bldg. Envelope Consultant.....	\$155 per hour	Professional Land Surveyor.....	\$160 per hour
Engineer EIT II.....	\$140 per hour	Survey Crew (two-man).....	\$255 per hour
Engineer EIT I.....	\$130 per hour	Survey Crew (one-man).....	\$175 per hour
Engineering Intern.....	\$115 per hour	Survey Technician II.....	\$125 per hour
Sr. Designer.....	\$170 per hour	Survey Technician I.....	\$115 per hour

Rates for personnel above are subject to change each year.

Bridgers & Paxton

PRINCIPAL	\$225.00
PROJECT MANAGER	\$210.00
SENIOR ENGINEER	\$185.00
PROJECT ENGINEER	\$155.00
ENGINEER	\$130.00
ENGINEER INTERN	\$110.00
SENIOR DESIGNER	\$165.00
PROJECT DESIGNER	\$120.00
DESIGNER	\$100.00
BIM SERVICES	\$120.00
CADD TECH	\$90.00
ESTIMATING/CONSTRUCTION SERVICES	\$145.00

NOTE:

1. The hourly rates quoted herein are applicable through November 14, 2025.
2. The hourly rates quoted herein do not include local or state gross receipts tax, as may be applicable.

AE Design

Standard hourly rates, effective January 1, 2025	
Principal	\$ 265.00 / hr
Director	\$ 245.00 / hr
Senior Project Manager	\$ 235.00 / hr
Studio Lead	\$ 235.00 / hr
Project Manager	\$ 225.00 / hr
Senior Engineer	\$ 225.00 / hr
Engineer	\$ 205.00 / hr
Senior Designer	\$ 190.00 / hr
BIM Manager	\$ 190.00 / hr
Designer	\$ 165.00 / hr
Intern Designer	\$ 105.00 / hr
CAD/Revit Technician	\$ 105.00 / hr
Administrative	\$ 125.00 / hr

Marx | Okubo

Position	Hourly Rate
Exec. VP / Sr. VP	\$350
Vice President	\$325
Assistant Vice President	\$300
Sr. Associate	\$275
MEP / Structural / Accessibility / Fire Protection Life Safety/Building Enclosure	\$275
Associate	\$250
Office Manager	\$200
Sr. Project Coordinator	\$200
Project Coordinator	\$180
Sr. Project Administrator	\$150
Project Administrator	\$130

Hydro Systems KDI

<u>Personnel Classification</u>	<u>Time Commitment (%)</u>	<u>Hourly Billing Rate</u>
Principal	15%	\$155.00
Senior Associate, Project Manager	40%	\$140.00
Associate, Designer	45%	\$130.00
Site Personnel, Construction Observation	100%	\$120.00

Galloway

CATEGORY

HOURLY RATE

Management

\$165 - \$275

President

Principal

Sr. Project Manager

Team Manager

Transportation Engineering

Project Manager

\$150 - \$185

Project Engineer

\$140 - \$175

Design Engineer

\$130 - \$175

Designer

\$120 - \$175

CADD

CADD Technician

\$100 - \$140

CADD Designer

\$125 - \$155

Administration

Marketing & Communications Coordinator

\$110 - \$140

Administrative Assistant

\$120 - \$150

Project Coordinator

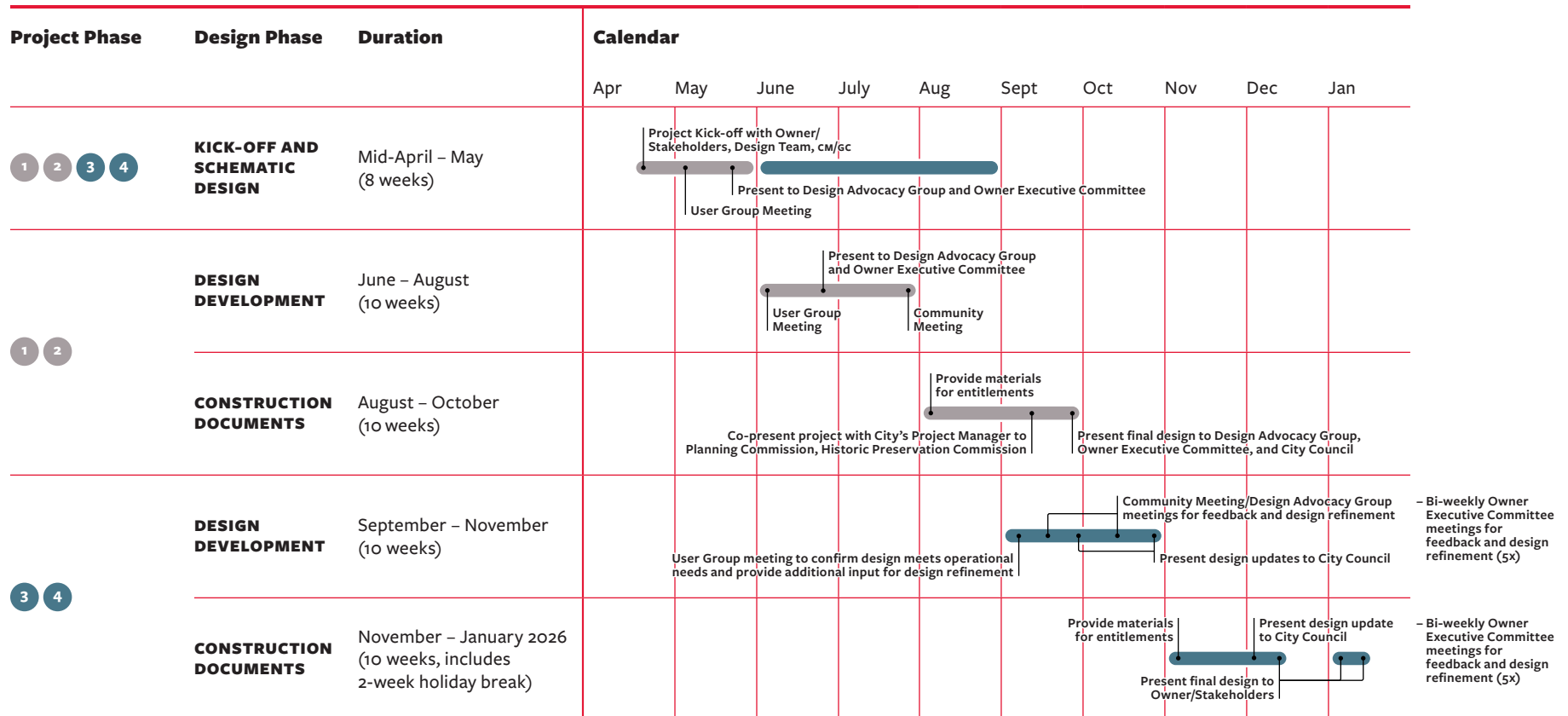
\$120 - \$155

Interns

\$75 - \$95

For any future work authorized but not included under this proposal, billable rates for all consultants may be adjusted for current calendar year rates.

Schedule



City of Manitou Springs - Hiawatha Gardens
A/E Team - Fee Spreadsheet

Firm or Proposed Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		16,070	9,956	11,565	2,825	42,470	82,886	
Davis Partnership Architects	Landscape Architecture	4,746	4,044	14,833	10,896	5,832	7,533	47,884	Concept incl. programming, plaza, landscape per Interview Clarifications 3/27/25
Martin/Martin	Civil Engineering	0	7,508	15,015	12,513	10,010	5,005	50,051	
Martin/Martin	Floodplain & Hydraulic	0	1,500	3,000	2,500	3,000	0	10,000	
Martin/Martin	Structural Engineering	0	2,500	4,375	4,375		2,500	13,750	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing		2,330	4,680	3,865		2,600	13,475	
AE Design	Electrical / Lighting	0	1,720	5,150	4,580	500	3,330	15,280	
AE Design	IT/Low Voltage Design	0	1,490	4,460	3,960	500	2,400	12,810	Includes Site Security, and Music for Plaza (to be tied in with Dance Hall)
Hydrosystems-KDI	Irrigation Design		250	350	1,250			1,850	
Marx Okubo	Roof Consultant	0	0	0	0	0	0	0	
	[other]							0	
Design Team Fee Total		4,746	37,412	61,819	55,504	22,667	65,838	247,986	

Total Not To Exceed Reimbursable Amount:

7,440

In addition to the basic services fee

ALTERNATES									
Firm or Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:

In addition to the basic services fee

Firm or Proposed Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		16,070	9,956	11,565	2,825	42,470	82,886	
Davis Partnership Architects	Landscape Architecture	3,500	2,493	9,922	7,264	4,760	5,590	33,529	Concept incl. programming, plaza, landscape per Interview Clarifications 3/27/25
Martin/Martin	Civil Engineering	0	2,250	4,500	3,750	3,000	1,500	15,000	
Martin/Martin	Floodplain & Hydraulic	0	3,750	7,500	6,250	7,500	0	25,000	
Martin/Martin	Structural Engineering	0	4,800	11,200	11,200		4,800	32,000	
	Fire Protection Design							0	Included w/ Mechanical / Plumbing
Bridgers & Paxton	Mechanical / Plumbing / Fire Protection		1,110	7,295	2,005		2,405	12,815	Includes Fire Protection
AE Design	Electrical / Lighting	0	1,580	4,700	4,180	500	2,220	13,180	
AE Design	IT/Low Voltage Design	0	1,530	4,580	4,070	500	1,200	11,880	Includes AV for Dance Hall only
Hydrosystems-KDI	Irrigation Design	0	250	350	1,250			1,850	
Marx Okubo	Roof Consultant	0	1,375	2,200	2,475	0	4,400	10,450	
	[other]							0	
Design Team Fee Total		3,500	35,208	62,203	54,009	19,085	64,585	238,590	

Total Not To Exceed Reimbursable Amount:

7,158

In addition to the basic services fee

ALTERNATES									
Firm or Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



In addition to the basic services fee

Firm or Proposed Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		5,000	5,000	5,000	1,780	10,000	26,780	
Davis Partnership Architects	Landscape Architecture	0	4,155	14,603	10,150	5,950	7,187	42,045	
Martin/Martin	Civil Engineering	0	1,500	3,000	2,500	2,000	1,000	10,000	
Martin/Martin	Floodplain & Hydraulic	0	3,000	6,000	5,000	6,000	0	20,000	
Martin/Martin	Structural Engineering	0	7,365	17,185	17,185		7,365	49,100	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing							0	
AE Design	Electrical / Lighting	0	1,220	3,650	3,250	500	3,310	11,930	
Hydrosystems-KDI	Irrigation Design	0	0	350	1,250			1,600	
Marx Okubo	Roof Consultant	0	0	0	0	0	0	0	
Galloway	Transportation Engineer		9,650					9,650	
Design Team Fee Total		0	31,890	49,788	44,335	16,230	28,862	171,105	

Total Not To Exceed Reimbursable Amount:

5,133

In addition to the basic services fee

ALTERNATES									
Firm or Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



In addition to the basic services fee

Firm or Proposed Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		11,540	10,750	8,700	1,780	14,820	47,590	
Davis Partnership Architects	Landscape Architecture	0	4,986	14,603	10,150	5,950	7,187	42,876	
Martin/Martin	Civil Engineering	0	4,500	9,000	7,500	6,000	3,000	30,000	
Martin/Martin	Floodplain & Hydraulic	0	2,250	4,500	3,750	4,500	0	15,000	
Martin/Martin	Structural Engineering	0	3,068	7,158	7,158		3,068	20,450	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing		1,110	4,335	2,005		1,850	9,300	
AE Design	Electrical / Lighting	0	1,540	4,610	4,090	500	1,110	11,850	
AE Design	IT/Low Voltage Design							0	
Hydrosystems-KDI	Irrigation Design			350	1,250			1,600	
Marx Okubo	Roof Consultant	0	1,100	1,650	2,750	0	2,300	7,800	
	[other]							0	
Design Team Fee Total		0	30,094	56,956	47,353	18,730	33,335	186,466	

Total Not To Exceed Reimbursable Amount:

5,594

In addition to the basic services fee

ALTERNATES									
Firm or Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



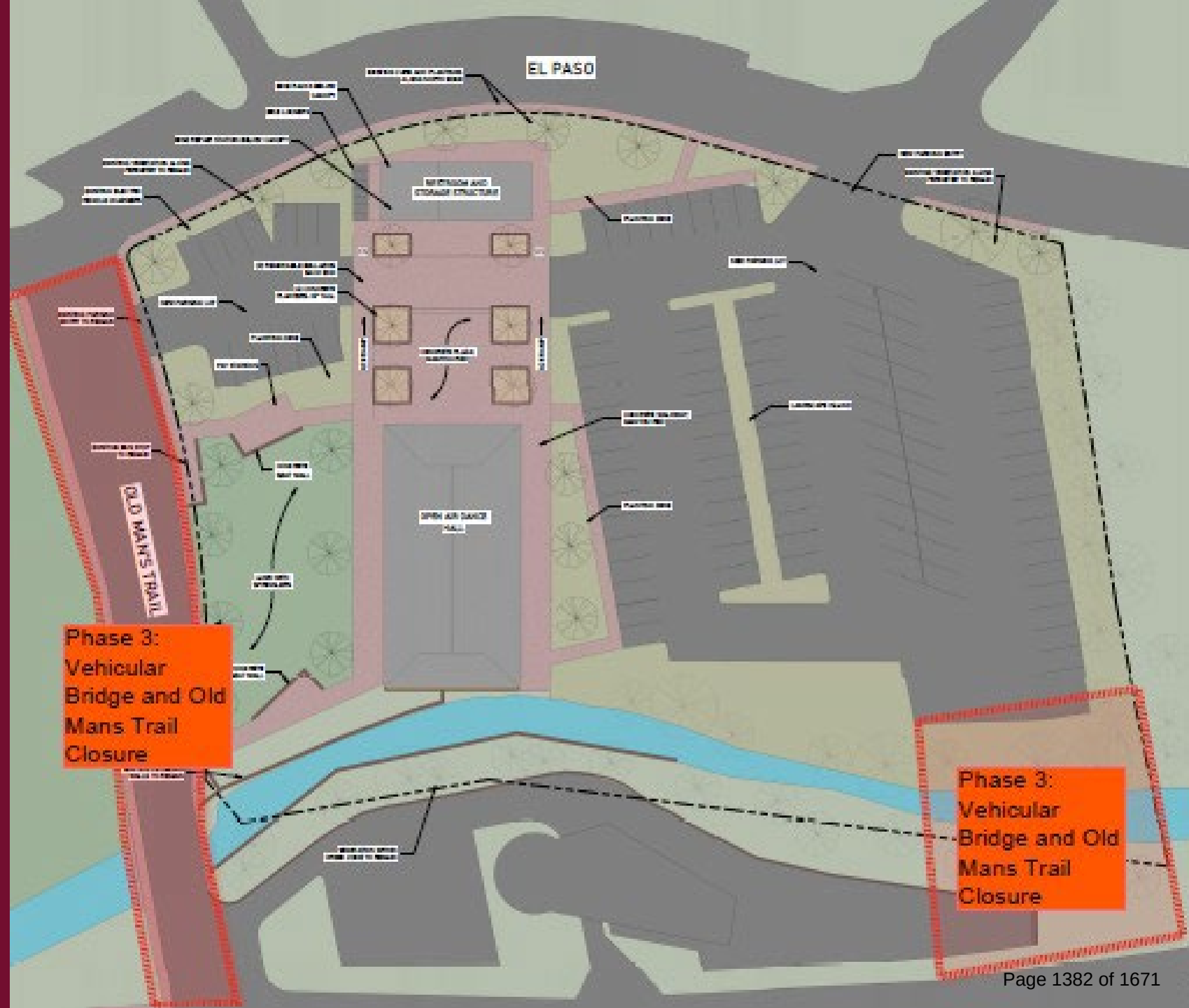
In addition to the basic services fee



Hiawatha Gardens Phase 3 – Architect/Engineering Services Recommendation

PRESENTED BY: ERIN RINGSRED

Phase 3: Vehicular Bridge and Old Man's Trail Closure





RFP Selection Process

- RFP dates February 18, 2025 – March 17, 2025
 - Firms Shortlisted – March 20th
 - Interviews – April 3rd
 - Final Selection – April 8th
- Selection Committee consisted of:
 - Erin Ringsred, Planner and Landscape Architect II (Project Manager)
 - Chelsea Royston, Senior Planner
 - Zach Davison, Planner I
 - Jeffery Fryer, Sr Web and ADA Coordinator
 - Sarah Lara, Artaic Group, Owner's Rep

RFP Evaluation Results



- 5 Companies Submitted bid
- 4 Companies were shortlisted and interviewed
- Reference checks on final four
- The selection committed ranked their choices
- Vetted bid documents; compared costs for all four phases



Evaluation Details

- Notes from Evaluation Process:
 - Have built a team of experts that reflect the complexity of our project.
 - Demonstrated their ability to meet schedule requirements
 - Provided clear plan for meeting the project milestones
 - Assigned project team has relevant project experience
 - Demonstrated ability to work collaboratively in a CMGC process to provide their clients with the best value

Consultant Recommendation



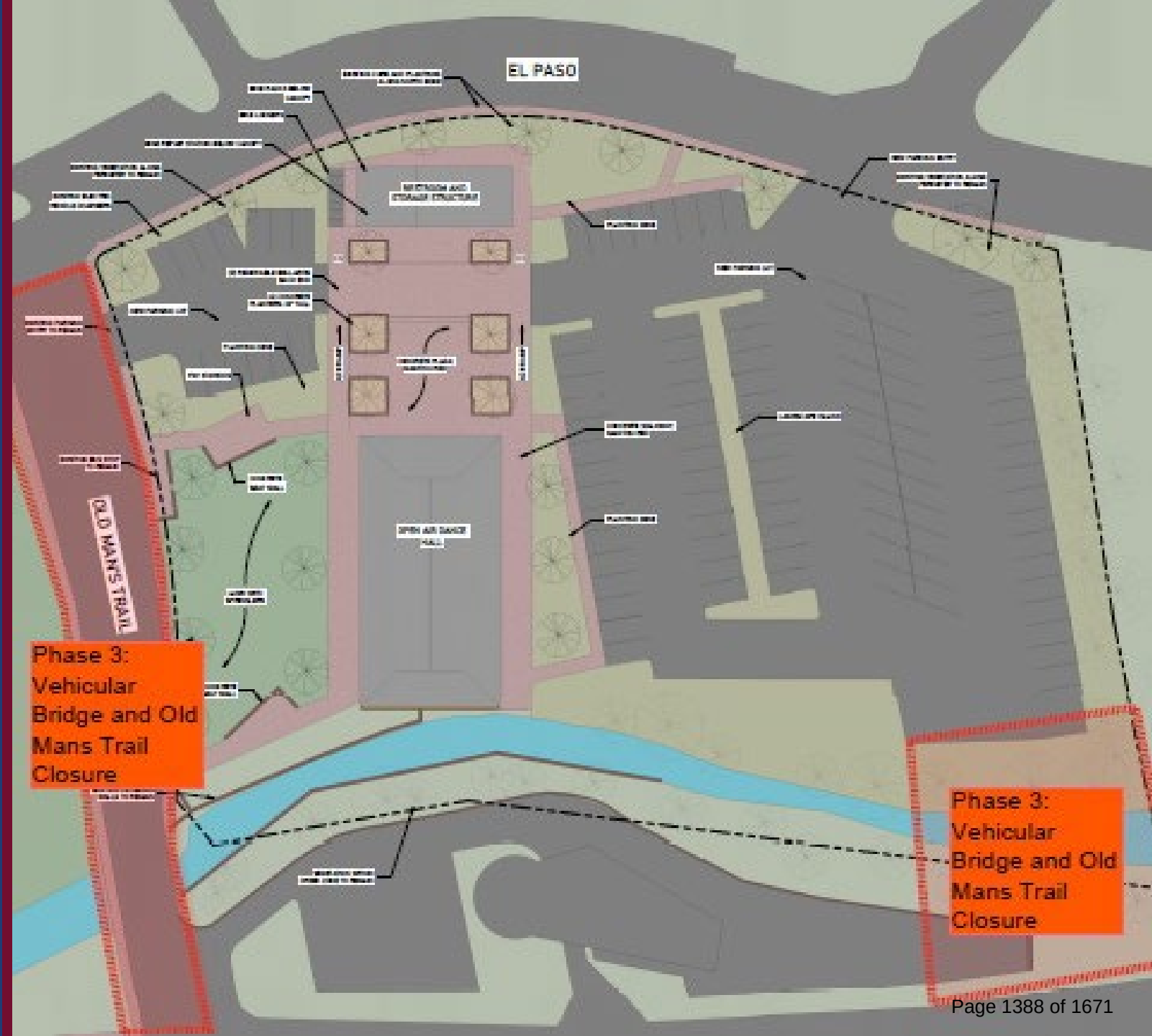
- Davis Partnership Architects
- Based in Denver, Colorado
- Subconsultant Firms
 - Martin/Martin
 - AE Design
 - Hydrosystems-KDI

Consultant Recommendation

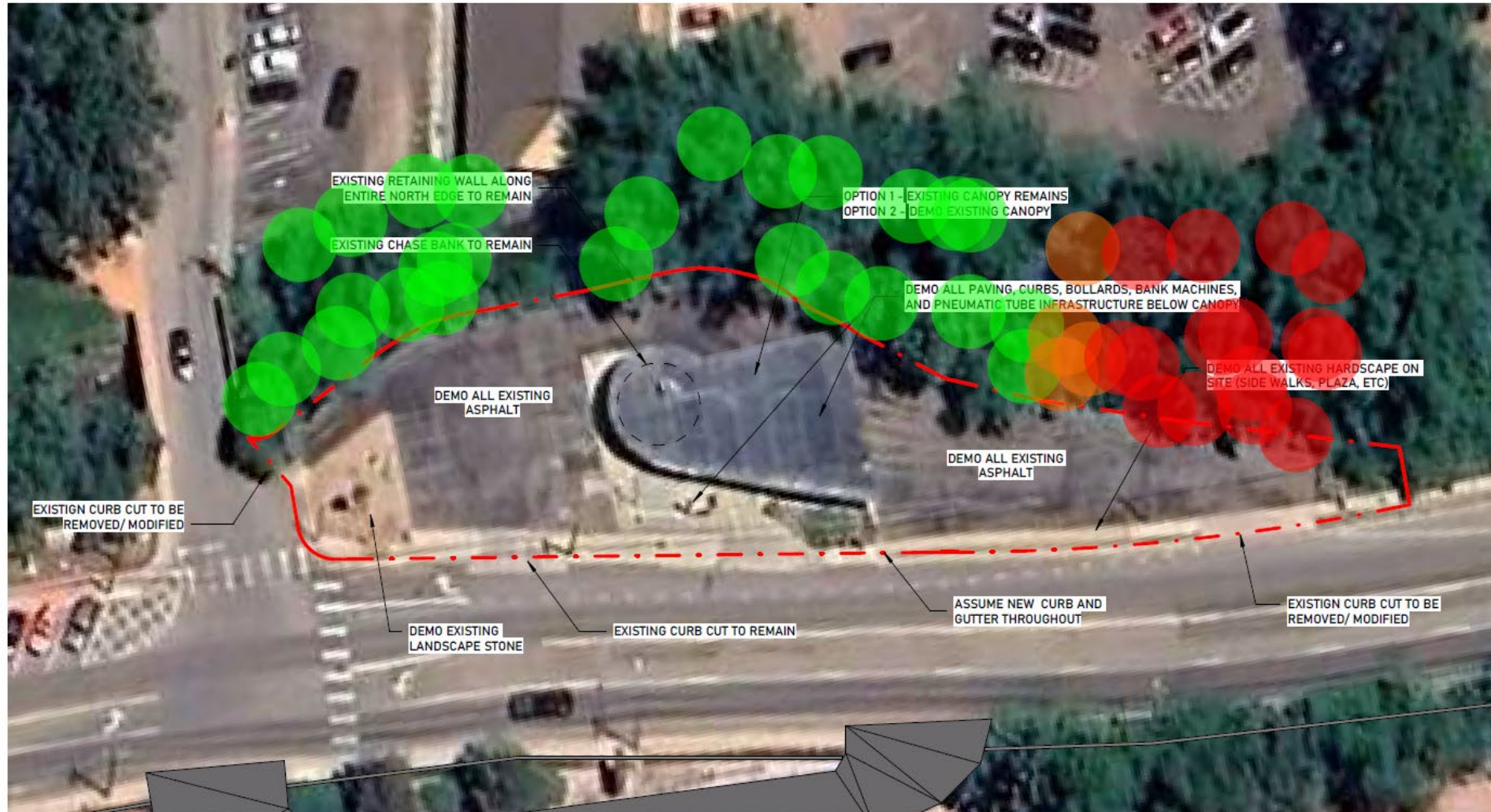


- Phase 3 Professional Services Expertise Included:
 - Architecture
 - Landscape Architecture
 - Civil Engineering
 - Floodplain and Hydraulic Engineering
 - Structural Engineering
 - Electrical and Lighting Design
 - Irrigation Design

Phase 3: Vehicular Bridge and Old Man's Trail Closure



TREE IMPACT ZONE - OPTION 1 - WITH BRIDGE



CITY COUNCIL WORK SESSION

2024-12-03



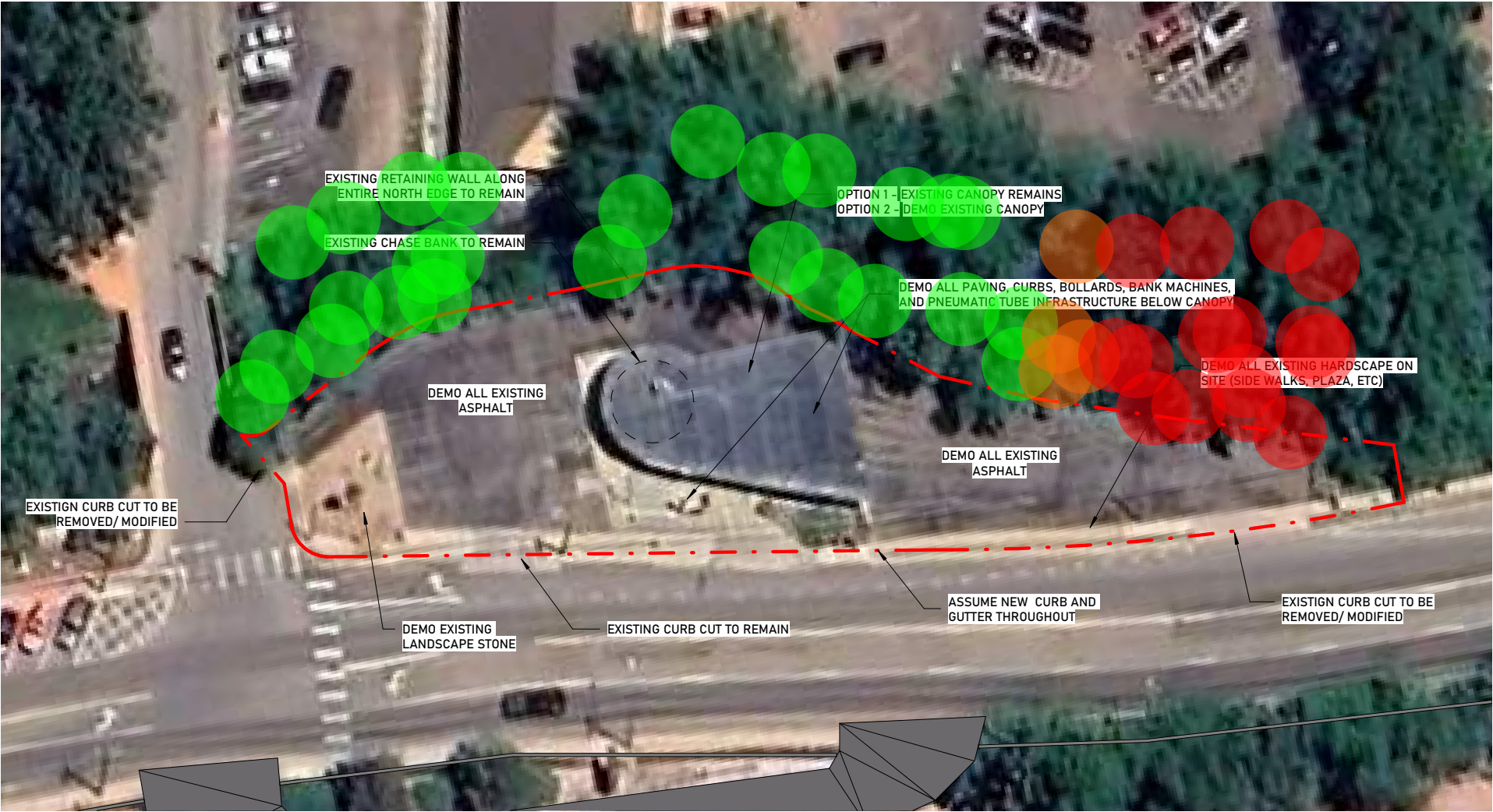
Phase 3 Contract

- Phase 3 Contract Amount \$37,023
 - Services Included:
 - Schematic Design (only)
- Contract in Partnership with PPRTA
 - Scheduled for CAC presentation May 7th
 - Scheduled for Board Presentation May 14th



Questions?

TREE IMPACT ZONE - OPTION 1 - WITH BRIDGE



CITY COUNCIL WORK SESSION

2024-12-03

On December 3rd, 2024 City Council recommended staff proceed with next steps for Phase 1-4 of the Hiawatha Gardens Project. Due to the size and scope of the project this triggered the need for a Request for Proposals according to Chapter 3.32 of City Code. City Staff conducted the Request for Proposals procurement process. Based on the results of that process, they are recommending the following approach and selected consultant team.

Architectural and Engineering Services Strategy

Procurement for Design Services

In order to ensure the City received the best price and value for consultant services on Hiawatha Gardens and to ensure the design solutions were comprehensive, the decision was made to Request Proposals for all four phases of the project. The four project phases are as follows:

- Phase 1: Restroom and Parking Lot
- Phase 2: Pavilion and Plaza
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

The shortlisted proposals were interviewed and evaluated for their qualifications and ability to provide professional architectural and engineering services for all four phases. The shortlisted teams were also requested to provide fees for all four phases to ensure the costs would be competitive for all four phases.

Separate Contracts for each Phase of Design Services

The Design Services have been broken out separately by project Phase for two reasons.

1. To provide City Council with maximum flexibility to approve or deny each contract individually.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that are eligible for PPRTA funds are:

- Phase 1: Restroom and Parking Lot
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

Phase 1 and Phase 2 Contracts for Schematic Design through Construction Observation.

Phase 1 and 2 are being recommended for contracts from schematic design through construction. This is the recommendation based on the amount of funding that has already been identified for each Phase.

Phase 1 has been identified as fully funded based on cost estimates provided in December 2024. The funding sources identified include PPRTA, Mobility and Parking, and the COG Agreement.

Phase 2 has had partial funding identified through CIP Allocation and MACH funds. Utilizing MACH funds, the design documents could move through design and permitting. City Staff found that on the Carnegie Library Project, we had greater success securing grant funding with Construction Document level design materials. Therefore, we felt this would be the most prudent path to securing the additional funds necessary. Our recent experience securing loans identified the need to have construction documents and a cost estimate to secure a loan. By taking the project through construction documents at this time we would be able to provide City Council with the greatest flexibility around funding the construction costs and give the City the best possible chance to secure grant funding.

Phase 3 and 4 Contracts for Schematic Design Only

Phase 3 and 4 have been recommended for contract through Schematic Design only. This is a result of available funds. We have identified PPRTA funds that can be put towards schematic design. However, there are not enough available PPRTA funds to fully fund Phase 3 and 4 design documentation AND Phase 1's design and construction.

Staff felt that by including Phase 3 and 4 in the schematic design phase the project can still be designed holistically with the full construction of Phase 1-4 in mind while staying within the available project budget.

Pre-Construction Services Strategy

In order to meet the goal of completing parking lot and restroom construction by June 1st 2026, staff with the help of the Artaic Group discussed opportunities to save time in the schedule. The solution that was identified was to run the procurement process for a general contractor concurrently with procurement for design services.

What started out as a solution to save time on the project also offers other advantages that add value to the project and help reduce risk to the City.

Traditional Design Bid Build Approach

In a traditional design process (design-bid-build), the contractor would not be hired until after construction documents are completed. With the traditional approach there is a risk that Construction Bids received could be significantly higher than those reviewed during the design decision making process which could result in the following:

- Cost Overrun for the project budget and need to procure more funds.
- Significant design changes or scope reduction.
- Delayed construction start date due to the need for design changes and additional reviews and resubmittals.

When a contractor is not involved during the design process, we typically hire a consultant to create cost estimates at project milestones. This services can cost between \$6,000 and \$8,000 based on recent contracts for a single cost estimate.

Construction Manager/General Contractor (CM/GC) Method

In this approach, the contractor acts as a consultant during the design process and is brought on to provide Pre-Construction and estimating services. Therefore, the contractor that has provided pricing throughout the design decision making process is also the contractor that will construct the project once construction documents and permitting are complete. This approach offers the following advantages to the City:

- The benefits of constructability and pricing feedback as design options are being considered.
- Cost Estimates that are based on feedback from trade subcontractors' current costs and not based on past bids. This is critical in the current economic climate with tariffs.
- Identify risks early in the process so that the design can be adjusted
- Means and Methods expertise is provided allowing the design to be tweaked to be cost effective while maintaining design intent.

Separate Contracts for each Phase of Design Services

The Design Services have been broken into two contracts for two reasons.

1. To provide City Council with the flexibility to approve either contract independently.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that is eligible for PPRTA funds is Phase 1, 3 and 4: Restroom and Parking Lot (Lump Sum). This is a lump sum contract. The City originally requested Fransen Pittman

provide pre-construction services for just Phase 1 and 2 in the original contract. When we asked Fransen Pittman to add cost estimates for Phase 3 and 4 at the schematic design phase. they did not increase their lump sum cost, assuming those two estimates are performed within the six-month pre-construction period in parallel with Phase 1 cost estimates and services.

Conclusion

Based on our professional expertise, we recommend the above approach. Staff feels that this approach helps reduce the City's risk while creating the most collaborative dynamic between all parties involved which will result in the best project value for the City.



Memorandum

Title: Approve the American Institute of Architects (AIA) Document B133-2019 Agreement with Davis Partnership Architects for Hiawatha Gardens Phase 4

From: Erin Ringsred, Planner and Landscape Architect II

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

May 6, 2025

Purpose:

Finalize contract with the Davis Partnership team that authorizes the contract to provide schematic design services for Hiawatha Gardens Phase 4 (Chase Bank Property). Design services include the preparation of Schematic Design Drawings Only.

Background:

Supplemental Information regarding the overall strategy for items F4, F5, F6, F7, F8, and F9 will be uploaded on Monday May 5th. Due to time constraints and the need to meet PPRTA deadlines it could not be ready by May 2nd, 2025.

On February 18, 2025, staff published a Request for Proposals for comprehensive design services for Phases 1 through 4 of the Hiawatha Gardens project based on the alternatives selected by City Council on December 3, 2024.

Proposals were submitted on March 17, 2025. Proposals were reviewed by the selection committee and scored in accordance with the scoring criteria outlined in the Request for Proposals. The City received five proposals, and four teams were shortlisted for interviews by the selection committee. Interviews were conducted on April 3, 2025. The selection committee unanimously selected the Davis Partnership Team to perform the design services based on their qualifications and interview performance.

The Chase Bank Property has been identified as a separate phase as funding for construction costs has not been identified and cost exploration is in a preliminary phase.

Tree Removal:

Tree removal is not anticipated as part of Phase 4 at this time. In collaboration with the Design Team, General Contractor and City Staff, the extent of disturbance of the proposed improvements will be evaluated during the Schematic Design phase. If the structural engineer analysis determines that the embankment wall on Fountain Creek is severely compromised and in need of immediate repair, this would result in disturbance and removal of existing trees. If there are any changes in the tree recommendations,



City Council will be promptly notified.

Pros and Cons:

Pros: The proposed design services contract will allow Phase 4 to move through schematic design simultaneously with Phase 1, 2, and 3. This would be helpful in determining project costs for Phase 4 as well as the preferred aesthetic and design.

Cons: If postponed, phase 4 would lose efficiency in time and cost that result from Phase 4 being designed to a schematic level with Phase 1, 2, and 3 and estimated together.

Fiscal Impact:

The cost of Schematic Design for Phase 4 (Chase Bank Property) is \$35,688. This includes reimbursable expenses and is not to exceed. The Design Service costs are intended to be paid by PPRTA 26-499-732 project funds.

The rough order of magnitude for Phase 4 (Chase Bank Property) is \$2,716,282. This rough order of magnitude total does not include cost escalations, design fees, construction material testing, or owners' representative fees.

Workload Impact:

City staff and consultants will manage the design and construction process, which will include managing the construction, communications, and quality control inspections plus invoicing. Additional Operation and Maintenance impacts are not known at this time but will be assessed by Facilities and Parks at the completion of the Schematic Design Phase.

Recommended Action:

Approve the AIA Contract with Davis Partnership through approval of the consent calendar.



AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 1st day of May in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

and the Architect:
(Name, legal status, address, and other information)

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

for the following Project:
(Name, location, and detailed description)

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

The Construction Manager (if known):
(Name, legal status, address, and other information)

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1681076024)

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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from Manitou Ave; new vehicular bridge in conjunction with closure of Old Man's Trail; new pedestrian bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site. Schematic Design only, to allow for cost estimating.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

Init.

/

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design - Start Date May 5th, 2025

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

NA

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

PPRTA Representative, TBD

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User Notes:

(1681076024)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Fransen Pittman Construction

- .2 Land Surveyor:

- .3 Geotechnical Engineer:

TBD

- .4 Civil Engineer:

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Construction Material Testing - TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555
justin.dipietro@davispartnership.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Martin/Martin

.2 Mechanical Engineer:

Bridgers & Paxton

.3 Electrical Engineer:

A/E Design

.4 Other consultants and contractors:

(List any other consultants and contractors retained by the Architect.)

IT/Low Voltage: AE Design

Irrigation Design: Hydrosystems-KDI

Roof Consultant: Marx | Okubo

Civil Engineer: Martin/Martin

Traffic Engineer: Galloway

§ 1.1.12.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 [Not Used]

§ 1.3.1 [Not Used]

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall design the Project to comply with all applicable Federal and State laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents; this includes, but is not limited to, the Americans with Disabilities Act ("ADA") and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with the above standard of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.2 The Architect shall pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.3 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state licensure), authority, personnel and working capital to complete the services required hereunder. The Architect represents that it has visited the site for the Project, familiarized itself with the conditions under which the services required hereunder are to be provided, and, represents that it will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.4 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall assist the Owner in defending any claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million dollars (\$ 1,000,000) for each occurrence and Two Million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million dollars (\$ 1,000,000) per claim and Two Million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

§ 2.6.9 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates one (1) year after the Architect issues the Certificate of Substantial Completion, which ends the Contractor's construction warranty period.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given

and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy and/or completeness of such Shop Drawings and other submittals. The Architect shall take appropriate action if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after Substantial Completion and the issuance of a Certificate of Occupancy and prior to the expiration of any one (1)-year Contractor's or manufacturer's warranties, the Architect shall re-examine the Project and report to the Owner the status of the Contractor's completion or any observed deficiencies in workmanship or materials relative to the final inspection "Punch List" and all warranted work. The occurrence of such meeting alone shall not change the Substantial Completion date. Such meeting and the Architect's report shall be completed to allow appropriate time for the Owner to, if necessary, make warranty claims prior to the expiration of the one (1)-year warranty period.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Owner/Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Owner (As-Designed Only)
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Owner
§ 4.1.1.13 Cost estimating	Owner
§ 4.1.1.14 On-site project representation	Owner/Architect
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Owner
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Owner
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Architect
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Owner/Architect
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; except as defined in Architect's Fee Proposal dated April 3, 2025;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

Determination of Construction Phases Services to be established after Schematic Design and cost estimate by Construction Manager. Construction Administration Phase to be approved at a later date.

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion; including (1) one site visit for an 11-month warranty walk prior to expiration of 1-year warranty.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, for Schematic Design Services, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with the Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.2.7 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the cost of any and all such services,

on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect believes is not being rendered in a timely manner.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 [Not Used]

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This Section 5.12 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect, or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings, and other services rendered by the Architect and the Architect shall, without additional compensation, promptly remedy and correct any error, omissions, or other deficiencies in Architects work product that the Architect is determined to be responsible.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 [Not Used]

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications in the Construction Documents Phase as defined under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein

to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the fullest extent permitted by law, Architect shall indemnify and hold the Owner harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

- (a) the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or
- (b) Architect's breach of this Agreement.

except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.

This indemnity provision is to be interpreted to require Architect to indemnify and hold the Owner harmless but only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section.. This Section 8.1.3 shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section 8.1.3 are performed.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. The parties shall agree upon a mediator. If one of the parties refuses to mediate or if the parties are unable to agree upon a mediator, the Chief Judge of the Third Judicial District shall appoint a mediator. The costs of the mediator shall be shared equally by the parties and any attorney fees incurred by either party shall be the responsibility of the party engaging the attorney.

§ 8.2.2 Intentionally deleted.

§ 8.2.3 Intentionally deleted.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Init.

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner for convenience and without cause upon fifteen (15) days written notice to Architect. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Intentionally deleted.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees

to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such hazardous material or toxic substance within the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. In addition, the Architect shall not use any photos containing students without completion of the appropriate consent forms provided by the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 If the Architect or Owner receives information specifically designated as "confidential", the receiving party shall keep such information confidential and shall not disclose it to any other person except as required by law. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project. The Architect acknowledges and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. This Section 10.8 shall survive the termination of this Agreement.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Owner irrevocably assigns to the Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. The Owner shall cooperate with the Architect to establish Architect's eligibility for these federal tax credits. The Architect shall be responsible for the costs of the independent third-party energy study and certification.

§ 10.11 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.12 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. The Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from the Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, the Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from the Architect's failure to comply with all applicable laws or regulations.

§ 10.15 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.16 Pursuant to Section §24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Weld County School District RE-3J for the services required of the Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by the Architect, which work causes the aggregate amount payable under this Agreement to the Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). The Owner shall reimburse the Architect on a periodic basis as provided in this Agreement for all additional directed work performed by the Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to the Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

(Paragraphs deleted)

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(Paragraph deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Per Davis Partnership fee workbooks & hourly rates

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are included in the compensation for Basic, Supplemental, and Additional Services and shall include only expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Mileage based on Federal rates in connection with the project and Owner requested out-of-town travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6

(Paragraphs deleted)

If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .10 Other similar Project-related expenditures.

(Paragraph deleted)

§

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

(Paragraph deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this Agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.

§ 12.2 All Architect statements, billings, and invoices for Basic Services, including, but not limited to the Supplemental Services, Additional Services, and Reimbursable Expenses shall be in such form as may be prescribed by the Owner and the State of Colorado.

§ 12.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

§ 12.4 No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement.

§ 12.5 If any provisions of this Agreement are finally determined to be invalid by a court of competent jurisdiction in which it may be sought to be enforced, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

§ 12.6 The Architect, its employees, agents, and subconsultants shall abide by all applicable laws and by all the Owner's policies and procedures while on the Owner's property, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's website for information on the Owner's policies.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 :

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

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/

Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks,
Hourly Rates & Design Schedule, dated April 3, 2025

- 4** Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

David Daniel,, Principal in Charge

(Printed name, title, and license number, if required)

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PAGE 1

AGREEMENT made as of the 1st day of May in the year 2025

...

(Name, legal status, address, and other information)

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-5481

And

Pikes Peak Rural Transportation Authority
15 S. 7th Street
Colorado Springs, CO 80905

...

Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555

...

Hiawatha Gardens Restoration and Design
10 Old Man's Trail
Manitou Springs, CO 80829

...

Fransen Pittman Construction
9563 South Kingston Court
Englewood, CO 80112
(303) 783- 3900

PAGE 2

Per Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits.

- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from Manitou Ave; new vehicular bridge in conjunction with closure of Old Man's Trail; new pedestrian

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bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site. Schematic Design only, to allow for cost estimating.

...

1.29 acres located at 10 Old Man's Trail, Manitou Springs, Colorado.

...

TBD
PAGE 3

Schematic Design - Start Date May 5th, 2025

...

TBD

...

TBD

...

TBD

...

[**X**] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

NA

...

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Erin Ringsred
City of Manitou Springs
City Planner and Project Manager
606 Manitou Avenue
Manitou Springs, CO 80829
(719) 685-4398
Email Address: eringsred@manitouspringsco.gov

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...

PPRTA Representative, TBD
PAGE 4

Fransen Pittman Construction

...

TBD

...

Construction Material Testing - TBD

...

Justin Dipietro
Davis Partnership Architects
2901 Blake St, Suite 100
Denver, CO 80205
(303) 861-8555
justin.dipietro@davispartnership.com
PAGE 5

Martin/Martin

...

Bridgers & Paxton

...

A/E Design

...

.4 Other consultants and contractors:
(List any other consultants and contractors retained by the Architect.)

IT/Low Voltage: AE Design
Irrigation Design: Hydrosystems-KDI
Roof Consultant: Marx | Okubo
Civil Engineer: Martin/Martin
Traffic Engineer: Galloway

...

TBD

~~§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.[Not Used]~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.[Not Used]~~

PAGE 6

§ 2.2.1 The Architect shall design the Project to comply with all applicable Federal and State laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents; this includes, but is not limited to, the Americans with Disabilities Act ("ADA") and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with the above standard of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.2 The Architect shall pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.3 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state licensure), authority, personnel and working capital to complete the services required hereunder. The Architect represents that it has visited the site for the Project, familiarized itself with the conditions under which the services required hereunder are to be provided, and, represents that it will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.4 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall assist the Owner in defending any claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants.

...

§ 2.5 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million dollars (\$ 1,000,000) for each occurrence and Two Million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 7

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million dollars (\$ 1,000,000) per claim and Two Million dollars (\$ 2,000,000) in the aggregate.

...

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

§ 2.6.9 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

PAGE 8

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price ~~proposal or Control Estimate proposal~~. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price ~~Amendment or Control Estimate Amendment~~.

PAGE 10

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~the Owner's approval of the Construction Manager's Control Estimate~~, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates ~~on the date the Architect issues the final Certificate for Payment~~. one (1) year after the Architect issues the Certificate of Substantial Completion, which ends the Contractor's construction warranty period.

PAGE 11

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work

has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

...

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy and/or completeness of such Shop Drawings and other submittals. The Architect shall take appropriate action if the Architect becomes aware of any error, omission or inconsistency in such services or information.

PAGE 12

§ 3.6.6.5 Upon request of the Owner, As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after Substantial Completion and the issuance of a Certificate of Occupancy and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance; any one (1)-year Contractor's or manufacturer's warranties, the Architect shall re-examine the Project and report to the Owner the status of the Contractor's completion or any observed deficiencies in workmanship or materials relative to the final inspection "Punch List" and all warrantied work. The occurrence of such meeting alone shall not change the Substantial Completion date. Such meeting and the Architect's report shall be completed to allow appropriate time for the Owner to, if necessary, make warranty claims prior to the expiration of the one (1)-year warranty period.

PAGE 13

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2	Programming	<u>Owner/Architect</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	<u>Architect</u>
§ 4.1.1.5	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Owner (As-Designed Only)</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Owner</u>
§ 4.1.1.13	Cost estimating	<u>Owner</u>
§ 4.1.1.14	On-site project representation	<u>Owner/Architect</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Owner</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Owner</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Owner</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Architect</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Owner/Architect</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

PAGE 14

- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; except as defined in Architect's Fee Proposal dated April 3, 2025;

PAGE 15

- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price ~~Amendment or Control Estimate;~~ Amendment; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price ~~Amendment or Control Estimate.~~ Amendment.

...

Determination of Construction Phases Services to be established after Schematic Design and cost estimate by Construction Manager. Construction Administration Phase to be approved at a later date.

...

4. One (1) inspections for any portion of the Work to determine final completion; including (1) one site visit for an 11-month warranty walk prior to expiration of 1-year warranty.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60~~sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, for Schematic Design Services, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with the Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.2.7 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the cost of any and all such services, on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect believes is not being rendered in a timely manner.

...

§ 5.8 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™ – 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~[Not Used]

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§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This Section 5.12 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect, or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings, and other services rendered by the Architect and the Architect shall, without additional compensation, promptly remedy and correct any error, omissions, or other deficiencies in Architects work product that the Architect is determined to be responsible.

...

§ 5.16 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~[Not Used]

...

~~§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

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§ 6.7 After incorporation of modifications in the Construction Documents Phase as defined under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

~~§ 8.1.3 The To the fullest extent permitted by law, Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:~~

- ~~(a) the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or~~
- ~~(b) Architect's breach of this Agreement.~~

~~except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.~~

~~This indemnity provision is to be interpreted to require Architect to indemnify and hold the Owner harmless but only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section.. This Section 8.1.3 shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section 8.1.3 are performed.~~

...

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution litigation.~~ The parties shall agree upon a mediator. If one of the parties refuses to mediate or if the parties are unable to agree upon a mediator, the Chief Judge of the Third Judicial District shall appoint a mediator. The costs of the mediator shall

be shared equally by the parties and any attorney fees incurred by either party shall be the responsibility of the party engaging the attorney.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Intentionally deleted.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Intentionally deleted.

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[X] Litigation in a court of competent jurisdiction

...

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project,~~ Project for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ~~90 cumulative ninety~~ (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner for convenience and without cause upon fifteen (15) days written notice to Architect. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than seven-fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: Intentionally deleted.
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

...

§ 9.10 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

...

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such hazardous material or toxic substance within the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. In addition, the Architect shall not use any photos containing students without completion of the appropriate consent forms provided by the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

...

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. If the Architect or Owner receives information specifically designated as "confidential", the receiving party shall keep such information confidential and shall not disclose it to any other person except as required by law. The receiving party may also disclose such information to its

employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, ~~provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~ Project. The Architect acknowledges and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. This Section 10.8 shall survive the termination of this Agreement.

...

§ 10.10 The Owner irrevocably assigns to the Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. The Owner shall cooperate with the Architect to establish Architect's eligibility for these federal tax credits. The Architect shall be responsible for the costs of the independent third-party energy study and certification.

§ 10.11 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.12 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. The Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Architect or some other entity. Architect agrees to indemnify and hold Owner harmless from any liability resulting from the Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, the Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, gender identity, gender expression, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from the Architect's failure to comply with all applicable laws or regulations.

§ 10.15 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.16 Pursuant to Section §24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Weld County School District RE-3J for the services required of the

Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by the Architect, which work causes the aggregate amount payable under this Agreement to the Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). The Owner shall reimburse the Architect on a periodic basis as provided in this Agreement for all additional directed work performed by the Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to the Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

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Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

~~.2~~ — ~~Percentage Basis~~
~~(Insert percentage value)~~

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, Phase 4 – Schematic Design & Pricing of such by Contractor~~

~~.3~~ — ~~Other~~
~~(Describe the method of compensation)~~

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Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be ~~the amount invoiced to the Architect plus~~ percent (~~—~~ %), or as follows:

...

Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Per Davis Partnership fee workbooks & hourly rates

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

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Per Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

...

§ 11.8.1 Reimbursable Expenses are ~~in addition to~~ included in the compensation for Basic, Supplemental, and Additional Services and shall include only expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1 Transportation and authorized out-of-town travel and subsistence; Mileage based on Federal rates in connection with the project and Owner requested out-of-town travel;~~

...

- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
~~.9 .7 All taxes levied on professional services and on reimbursable expenses;~~
~~.10 .8 Site office expenses;~~
~~.11 .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
~~.12 .10 Other similar Project-related expenditures.~~

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus — percent (— %) of the expenses incurred.~~

~~§~~

...

~~§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

~~§~~

~~§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%~~

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~~§ 12.1 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this Agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.~~

~~§ 12.2 All Architect statements, billings, and invoices for Basic Services, including, but not limited to the Supplemental Services, Additional Services, and Reimbursable Expenses shall be in such form as may be prescribed by the Owner and the State of Colorado.~~

§ 12.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

§ 12.4 No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement.

§ 12.5 If any provisions of this Agreement are finally determined to be invalid by a court of competent jurisdiction in which it may be sought to be enforced, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

§ 12.6 The Architect, its employees, agents, and subconsultants shall abide by all applicable laws and by all the Owner's policies and procedures while on the Owner's property, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's website for information on the Owner's policies.

...

.2 Building Information Modeling Exhibit, if completed::

...

[] ~~AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)~~

[**X**] Other Exhibits incorporated into this Agreement:

...

Exhibit A - RFP 2025-005 Hiawatha Gardens Architecture and Engineering Design Services with Exhibits

Exhibit B - Davis Partnership Proposal Response to RFP 2025-005 and Fee Workbooks, Hourly Rates & Design Schedule, dated April 3, 2025

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David Daniel,, Principal in Charge

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:01:52 ET on 05/02/2025 under Order No. 2114477295 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



REQUEST FOR PROPOSALS (RFP)

RFP 2025-005

CITY OF MANITOU SPRINGS

Architectural and Engineering Design Services for: Hiawatha Gardens Restoration and Design

**Published
February 18, 2025**

**606 Manitou Avenue
Manitou Springs, CO 80829**

Request for Proposals: RFP 2025-005

City Contact: Erin Ringsred, Planner and Project Manager

Email: eringsred@manitouspringsco.gov

Invitation

The City of Manitou Springs (the City) (Owner) hereby invites qualified firm(s) interested in providing Architectural Services to submit a response to this Request for Qualifications and Proposal (RFP) in support of the following project:

- Phases 1 & 2:
 - Phase 1 includes building a new restroom structure, a concrete plaza, and a new parking lot with various site improvements.
 - Phase 2 includes the restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain.
 - Design process to begin in April 2025 and anticipate permit drawings to be completed by end of year 2025.
- Phases 3 & 4:
 - Phase 3 includes a new vehicular bridge in conjunction with the closure of Old Man's Trail.
 - Phase 4 includes the renovation of the existing Chase bank building into public restrooms and the creation of a transportation hub including repair/replacement of the existing parking lot to work with new site circulation.
 - Design process to begin in April 2025 and anticipate Schematic Design drawings to be provided by end of summer 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.

The Owner proposes to retain a highly qualified, capable firm(s) to act as the Architect throughout the planning, design, and construction of the complete project. The Architect and subconsultants will be expected to collaborate in a transparent and efficient manner with the City's Owner's Representative, Artaic Group.

All official communication with Candidates and questions regarding this RFP will be via email to the City Project Manager and Owners Representative at the delivery addresses listed below.

All Candidate inquiries will be responded to collectively prior to the "Clarification Deadline" in the schedule noted below. A clarification with replies to all questions will be emailed to all Candidates who have requested the RFP documents. Under no circumstances should candidates contact current consultant team members, or any individual associated with the Owner regarding this RFP or this project.

Schedule of Events

1. **RFP PUBLISHED:** February 18, 2025
2. **PRE-PROPOSAL SITE VISIT:** February 25, 2025 at 11am (MT)
3. **DEADLINE FOR QUESTIONS:** February 28, 2025 4:00 P.M.
4. **FINAL ADDENDUM ISSUED:** March 6, 2025 5:00 P.M.
5. **RFP SUBMITTAL DEADLINE:** March 17, 2025 4:00 P.M. (via electronic submittal)
6. **SHORT-LISTED CANDIDATES NOTIFIED OF INTERVIEW:** March 21, 2025
7. **INTERVIEWS:** March 27, 2025
8. **CANDIDATE NOTIFIED OF SELECTION:** No Later than April 2nd 2025
9. **PROJECT Estimated SUBSTANTIAL COMPLETION:** Estimated Construction for Phase 1 begins October 2025 and is completed by March 2026

Pre-Proposal Site Visti:

A pre-proposal conference will be held on date and time identified above, at the City of Manitou Springs Hiawatha Gardens, 10 Old Man's Trail, Manitou Springs, CO 80829. The purpose of this pre-proposal conference is to discuss this Request for Proposals.

Questions Criterion/Submittal Requirements:

The City will only accept questions emailed to the City Contact(s). **No verbal questions or questions through any other means other than email will be accepted.** Emails containing questions must contain the RFP Title and RFP Number in the Subject line.

Proposal Criterion/Submittal Requirements:

Proposals must be received no later than RFP Submittal Deadline and time identified above. *(Proposals received after this date and time will NOT be considered for award.)*

A signed Attachment A – Proposal Acknowledgement Form – must be included with submitted proposals.

The City will only accept proposals EMAILED to the City Contact(s). Emails containing proposals, or link to proposal, must contain the RFP Title and RFP Number in the Subject line. The body of the email must contain:

COMPANY NAME

RFP TITLE

RFP NUMBER

DUE DATE AND TIME

LINK TO PROPOSAL (if size of proposal exceeds email limitations).

Deliver responses via email to:

Ms. Erin Ringsred, Planner

Deliver 1 electronic copy (PDF Format) via email to: Erin Ringsred, City Project Manager via email – eringsred@manitouspringsco.gov via email with a cc: to Lily.Brunk@artaicgroup.com (Owners Representative)

BACKGROUND AND HISTORY

Manitou Springs was founded in 1872 by Englishman Dr. William Bell and his business partner General William Palmer as a scenic health resort. The town was incorporated in 1876 and is now a home rule city of approximately 5,000 residents.

“Manitou,” a Native American word for “great spirit,” describes this beautiful mountain community. Eight naturally carbonated mineral spring fountains, located throughout this historic town, run free for all who wish to enjoy their healing benefits. The Ute, Cheyenne and other Native Americans considered this area sacred for its healing springs and clean mountain air.

The naturally occurring mineral springs have a rich history of giving and restoring health to people who traveled thousands of miles to be healed by the magical waters. Today, health and wellness continues to be a draw for residents and visitors who come to the area for its unparalleled quality of life and holistic, spiritually uplifting personality.

Manitou Springs is also a vibrant artisan community, home to world class art, music, theater, and sidewalk sculpture displays. The Historic District is lined with unique art galleries, one of a kind gift shops and trading posts with handcrafted Native American treasures. Manitou Springs is home to dozens of artists and art galleries. The City’s economy is primarily tourism-based, and also relies on recreation and leisure services. The community has a range of boards and commissions that help to plan for and implement key community projects and facilities.

The City is approximately 3.2 square miles in area, with over 150 historic structures, including 27 historic arch bridges. Many homes are over 100-years old, and the approximately 30 miles of streets serving these residences are often narrow and steep.

The Hiawatha Gardens complex is a historically significant structure that is in close proximity to the center of the city. The City purchased the property known as Hiawatha Gardens in 2016; the property contains a large area for parking and historic structures, part of which date to before 1900, which has had various uses over the years. The City has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way.

For additional information you are encouraged to visit our website at <https://www.manitouspringsco.gov/412/Hiawatha-Gardens>

PROJECT DESCRIPTION

The City of Manitou Springs is seeking proposals from qualified companies for this project. Hiawatha Gardens is located at 10 Old Man’s Trail in Manitou Springs. Due to the procurement guidelines for the City, this proposal includes the full scope for all project phases. Fees for the full scope will be requested as part of the interview process; however, the overall timing will follow the below project phasing.

Phases 1 & 2:

- **Phase 1 Restroom and Parking Lot** – installation of new parking lot, vehicular entries, hardscape, site improvements, and landscaping throughout the site to comply with the no-rise

requirement; construction of a new restroom structure outside of the floodplain; and creation of a plaza between the existing historic dance hall and new restroom structure.

- **Phase 2 Open-Air Pavilion Rehabilitation and Plaza** – restoration and renovation of the existing historic dance hall into an open-air pavilion within the floodplain; creation of art lawn on the west and north sides of the site.
- Design process to begin in April 2025 and anticipate permit drawings to be completed by October 2025 for Phase 1.

Phases 3 & 4:

- **Phase 3 Vehicular Bridge and Old Man's Trail Closure** – design and permitting of a vehicular bridge over fountain creek on the east side of 487 El Paso Boulevard and 466 Manitou Avenue. Closure of Old Man's Trail and integration into adjacent properties.
- **Phase 4 Chase Bank Rehabilitation, Transportation Hub and Restroom** – renovation of existing bank building into public restrooms; renovation of existing bank canopy into covered pedestrian zone; new (2) two bus pull off from Manitou Ave; new vehicular bridge in conjunction with closure of Old Man's Trail; new pedestrian bridge; site integration with Creek Walk Trail; repair/ replacement of existing parking lot to work with new site circulation; and new green space on west side of site.
- Design process to begin in April 2025 and anticipate Schematic Design drawings to be provided by end of summer 2025. Pricing by CM/GC and subsequent project fund-raising to follow. Completion of design drawings is anticipated in 2026.

Work completed to date includes:

- Various community events and information sessions over the years as the City developed Concept Designs for the site, restroom amenities, and the future of the old dance hall.
- Architectural concept design drawings and a narrative have been completed along with conceptual engineering recommendations and narratives. All documents are included in the Exhibits noted below.

Supporting Documents

Exhibits associated with this RFP:

- Exhibit A – Hiawatha Gardens and Chase Bank Phasing Map
- Exhibit B – Hiawatha Gardens Concept Design Drawings
- Exhibit C – Hiawatha Gardens Concept Narrative
- Exhibit D – Hiawatha Gardens Concept Floodplain, Site Drainage, and Grading
- Exhibit E – Hiawatha Gardens Concept Structural Design Narrative
- Exhibit F – Hiawatha Gardens Concept Electrical Design Narrative
- Exhibit G – Hiawatha Gardens Concept Mechanical Design Narrative
- Exhibit H – Hiawatha Gardens Ecological Characterization Study
- Exhibit I – Chase Bank Site Concept Drawings
- Exhibit J – Hiawatha Gardens and Chase Bank Preliminary Schedule

COMPANY SELECTION / QUALIFICATIONS

1. Selection of company will be based on the submitted proposal.

2. This is a qualifications-based selection process. Qualifications-Based Selection is a procurement process developed as a process for public agencies to use for the selection of architectural, engineering, and construction services for public construction projects. It is a competitive contract procurement process whereby consulting firms or contractors submit qualifications to a procuring entity who evaluates and selects the most qualified company, and then negotiates the project scope of work, schedule, budget, and fees.
3. Evaluation and Award are discussed herein, and the successful company should be aware that:
 - a. The successful team will demonstrate significant experience with similar projects.
 - b. Preference will be given to local teams (Colorado presence and experience preferred.)
4. The awarded company shall:
 - a. Enter into a contract with the City using the City's standard Services Agreement
 - b. Maintain required insurance coverage for the duration of the contract period as outlined in the contract.
 - c. Operate as an independent company and will not be considered employee(s) of the City of Manitou Springs.
 - d. Be paid on invoices as satisfactory work is completed.

ANTICIPATED SCOPE OF SERVICES

The A/E Scope of Work will generally consist of the requirements in the AIA B133-2014 contract and the following:

All scope of work shall be completed in a collaborative and transparent manner. The Candidate should expect to attend occasional City Council Meetings and Design Advisory Group (DAG) Meetings, which may include evenings outside of normal business hours.

At all phases of design, the design team is expected to develop a list and design add alternates for the project for the Owner to review and make decisions if the alternates will be incorporated into the project.

It is expected the Candidate will provide the following sub consultants at a minimum for this project:

- Architecture
- Civil Engineering
- Structural Engineering
- MEP Engineering
- Fire Protection Design
- Lighting Design
- IT/Low Voltage Design
- Interior Design
- Roof Consultant
- Landscape Architect
- Irrigation Design

The Schematic Design, Design Development and Construction Document phases for the project shall be accompanied by progressively refined estimates of probable construction cost. Upon completion of each phase, the designer shall seek Owner authorization before proceeding to the next phase.

1. Schematic Design (SD)

Consisting of SD drawings, outline specifications and other documents illustrating the scale and relationship of Project components. Schematic Design should include the evaluation of systems for the project, including the ability of the Owner and their staff to operate and maintain the facilities considering any High Performance Design components. The Candidate will present SD documents to the DAG and Owner's Executive Committee for review and refinement. The Candidate will provide informational material for the public to view. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the facilities to refine the designs. SD documents shall be provided to the CM/GC to prepare construction cost estimates, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimates.

2. Design Development (DD)

Consisting of DD drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to site, architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. Continuing review of High Performance design ideas and operation and maintenance by the Owner.

DD documents shall be provided to the CM/GC to update the construction cost estimate, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimate. The project must be within the available budget in order for the project to move into Construction Documents.

The Design Advisory Group may still be meeting through the first half of Design Development. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the building to refine the design during Design Development. At completion of Design Development, the Candidate shall lead a community meeting to provide a progress update.

3. Construction Documents (CD)

Consisting of CD drawings and specifications setting forth in detail the requirements for the construction of the Project. These shall include a complete set of architectural, civil, site development, structural, mechanical, and electrical drawings including low voltage systems and I.T., any other information necessary for the design of the projects.

The Candidate will assist the CM/GC in preparation of a written report summarizing the construction cost estimates through the completion of this phase of work. After working on the construction documents, the Candidate will prepare a presentation of the Final Designs for the DAGs, Executive Committee and City Council and prepare informational presentation materials for the public with the Owner's Representative.

4. Bidding Phase and Construction Kick Off

The Candidate will assist the CM/GC in obtaining bids by rendering interpretations and clarifications of the drawings and specifications in appropriate written form. The Candidate shall assist the CM/GC in conducting mandatory pre-bidding conferences with all principal bidders, if requested.

5. Construction Administration

The Candidate must attend construction meetings no less than bi-weekly and as needed based on the stage of construction and will assist the CM/GC in administration of the project by reviewing and timely return of submittal and shop drawings, providing observation during construction, and providing project documentation in the form of supplemental instructions, requests for information, change orders, etc.

The Candidate and its consultants will regularly monitor the progress and performance of the General Contractor and give notice and recommend courses of action to the Owner if the contractual requirements are not being fulfilled. The Candidate will develop and maintain project files to include a record copy of all drawings, specifications, addenda, change orders and drawing modifications, shop drawings and product data. The Candidate will review applications for progress payments and final payments, and all documents in support of such applications and make the appropriate recommendations to the Owner. The Candidate will review all scope changes proposed by the Contractor and make recommendations regarding feasibility and costs. Construction Administration to continue through punch-list, move-in, and commissioning procedures.

6. Close Out and Warranty

The Candidate shall coordinate and attend all punch list inspections to verify that the project is substantially complete in accordance with the contract documents. The Candidate shall prepare “as-built” and record drawings and participate in final project debriefing meetings as may be scheduled by the Owner. The Candidate and its consultants shall attend an 11-month warranty walk as required by the Owner.

Project Team Members

The Owner intends to hire, or has already selected, the following professionals for the project team:

- Owner’s Representative - Artaic Group
- Architect – TBD
- General Contractor – TBD
- Commissioning Agent – TBD
- Geotechnical Engineer & Construction Material Testing – TBD
- Environmental Engineer – TBD

Submittal Requirements and Checklist

Submittals shall respond to each item noted below. Please limit response information to relevant information only.

1. Cover Letter / Letter of Interest

2. Firm Information

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing project
- Location of main office, if different, and size of staff
- Location of any proposed associate architect and size of staff
- Information on any claims or lawsuits your firm has had in the past 10 years.

3. Availability of Proposed Team

- Provide an organizational chart for your proposed team, including roles and responsibilities for each team member.
- Provide resumes for all key team members.
- Please note proposed key team members are expected to be involved throughout the life of the project and may not be changed without written authorization from the Owner.
- Provide your current availability per team member, based on current and planned workload.
 - o A sample table would look similar to the following and should be based on a % of full time (40 hours per week) at each stage of design outlined in Section C:

Team Member, Role	Concept	SD	DD	CD	CA
Jane Doe, Principal	25%	25%	10%	5%	0%
John Doe, Project Architect	30%	50%	50%	50%	25%
Etc.	X%	X%	X%	X%	X%

4. Similar Project Experience

- Provide project profiles for up to five similar projects in progress or completed by your firm, that the proposed project team has DIRECT involvement with in the last 10 years. Please include the following:
 - o Project Description
 - o Approximate Project Cost(s)
 - o Owner, Architect, & GC Information
 - o Indicate delivery method: Design-Build, CM/GC, Design-Bid-Build
 - o Relevance of the project
 - o Project Timeline

5. Project Approach

- i. Provide detailed information about what makes your approach unique and best suited for this project.
- ii. Describe your public engagement approach and demonstrate understanding of the City's Culture of Engagement
- iii. Describe how the design work will be completed for the Phase 1 improvements by October 2025 so that the City is able to meet our grant timelines.
- iv. Describe your experience with Vehicular Bridge design and highlight any challenges we should be aware of.
- v. Describe how your firm promotes a collaborative approach within a CM/GC delivery method?
- vi. How do you approach project challenges such as the potential for being over budget, over schedule and still ensure the quality of the finished project.
- vii. Describe your approach to sustainability in stormwater management, specifically as it relates to parking lots.

6. References

Provide up to five (5) references from projects completed or began within the past 5 years by your firm with contact information, along with a project description. Identify in the reference list which projects the proposed A/E team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal.

Evaluation Criteria

All proposals submitted in response to this RFP will be evaluated by a committee of City representatives, in accordance with the criteria described below. Offeror's proposals will be evaluated on the criteria listed below. Total scores will be tabulated, and the offeror with the proposal that is deemed to be the most advantageous to the City will be selected. If the City requests presentations by short-listed Offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, Offerors should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows:

SUBMITTAL SECTION	POINTS
COVER LETTER	5 Points
FIRM INFORMATION	10 Points
AVAILABILITY OF PROPOSED TEAM	25 Points
SIMILAR PROJECT EXPERIENCE	25 Points
PROJECT APPROACH	25 Points
REFERENCES	10 Points
TOTAL	100 Points

Shortlist and Interviews

From the scoring results, the Executive Committee will shortlist 3 firms to invite to an in-person interview. The interview format will include an initial session/presentation prepared by the Architect and time for Q&A. Interviews will be 60-75 minutes. Fees and contract comments will be requested in advance of the interviews. Fees will be reviewed for all short-listed firms and will be a portion of the scoring matrix for final selection.

The proposed contract, fee/proposal request, and more detailed interview format information will be provided to the short-listed Architects.

Determination of Responsibility of the Offeror

The City awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror. A "Responsible Offeror" is defined by this proposal as one who has "the capability in all respects to perform fully the contract requirements, presents, perseverance, experience, integrity, reliability, capabilities, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an Offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

A selection committee comprised of City staff shall evaluate the proposals based on the criteria and weight given to each as set forth in the table below. Submitted proposals will be judged on the completeness and quality of its content. If necessary, based on the evaluations, a select number of companies may be invited to respond to a detailed request for an oral presentation.

ADMINISTRATIVE INFORMATION

Acceptance and Rejection

The Owner reserves the right to request additional information which, in the Owner's opinion, is necessary to ensure that the Owner has complete information with regard to the Professional Service Provider's competence, business organization, and financial resources to assist in determining if the Professional Service Provider is qualified.

The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. The Owner reserves the right to reject any and all proposals in response to this Request for Proposal that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Proposal at any time and will notify all recipients accordingly.

RFP Submission and Information

Proposals due at the specified date and time must be received at Owner's location (e-mail) by that date and time to receive consideration. Proposals received after the specified date and time are considered late and will not be eligible for review by the Executive Committee. Owner is not responsible for any late proposals received by mail or any other method of delivery.

The Owner is not responsible for costs incurred in the preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted. By submitting a proposal all Candidates agree to the terms and conditions of this RFP and the RFP will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work.

Candidates acknowledge all submissions to this RFP may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFP. It is assumed by the Owner that any Candidate providing a submission is responsible for receiving and reviewing all information provided by addenda and Candidate shall acknowledge receipt of addenda in their response to this RFP.

1. **Issuing Office:** The City of Manitou Springs agent listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.
2. **Official Means of Communication:** All official communication from the City to offerors will be via email to the City contact as identified on page 2 of this RFP. The City will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award.

3. **Inquiries:** Prospective offerors may make written inquiries by email to the City contact as identified on page 2 of this RFP before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference. No inquiries will be accepted after the deadline.

Inquiries regarding this RFP (be sure to reference RFP number) should be referred to the City's contact person as identified on page 2 of this RFP:

Response to offerors' inquiries will be e-mailed by the final addendum date listed herein. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the City of such matters immediately upon discovery.

4. **Insurance and Bonding:** The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Manitou Springs and its agents as "additional insured".

Coverage must include:

WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract;

COMMERCIAL GENERAL LIABILITY coverage written on ISO occurrence form CG00 01/10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury and advertising liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; \$1,000,000 products and completed operations aggregate and \$50,000 on fire; plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision;

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of offerors' owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. The City of Manitou Springs including officers, agents and designees shall be named as additional Insured for General and Auto Liability Insurance;

PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000 per Occurrence and \$3,000,000 aggregate.

EMPLOYER'S LIABILITY coverage with limits of at least \$500,000;

PERFORMANCE BOND in the amount of one hundred percent of the total project cost;

PAYMENT BOND for fifty percent of the total project cost.

5. **Modification or Withdrawal of Proposals:** Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.
6. **Minor Informalities:** Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.
7. **Responsibility Determination:** The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.
8. **Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly, any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
9. **Protested Solicitations and Awards:** Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Administrator. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.
10. **Confidential/Proprietary Information:** The City neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal/. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the City provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The City will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the contact for the City listed in this RFP.
11. **Acceptance of Proposal Content:** The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.
12. **RFP Cancellation:** The City reserves the right to cancel this RFP at any time, without penalty.

13. **Negotiation of Award:** In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

14. **Contract:** The selected offeror will enter into a contract, using the City's standard Services Agreement with the City of Manitou Springs for this work. The contract will set for the agreement and responsibilities as outlined in this RFP.

15. **RFP Response/Material Ownership:** All material submitted regarding this RFP becomes the property of the City of Manitou Springs, unless otherwise noted in the RFP.

16. **Incurring Costs:** The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

17. **Non-Discrimination:** The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

18. **News Releases:** Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Officer.

19. **Taxes:** The City of Manitou Springs is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes.

20. **Assignment and Delegation:** Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

21. **Availability of Funds:** Financial obligations of the City of Manitou Springs payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

22. **Standard of Conduct:** The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The City may request the successful company to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- c. Theft, vandalism, immoral conduct or any other criminal action.
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.
- e. Agents and employees of Contractor working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor shall require each of their employees to carry proper identification including company identification.

24. **Duty to Comply with State Investigation:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

25. Damages for Breach of Contract: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

26. Other Statutes:

- a. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- b. The signatory hereto avers that to his/her knowledge, no City of Manitou Springs employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT FORM

RFP# : _____

PROJECT NAME: _____

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	
Name and Title of Primary Contact	
Company Address	
Phone Number	
Email Address	
Company Website	

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of the City of Manitou Springs.
- None of my employees or agents are currently employees of the City of Manitou Springs.
- I am not related to any City of Manitou Springs employees or Elected Official.

—

Printed Name: _____ Company Title: _____

Signature: _____

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

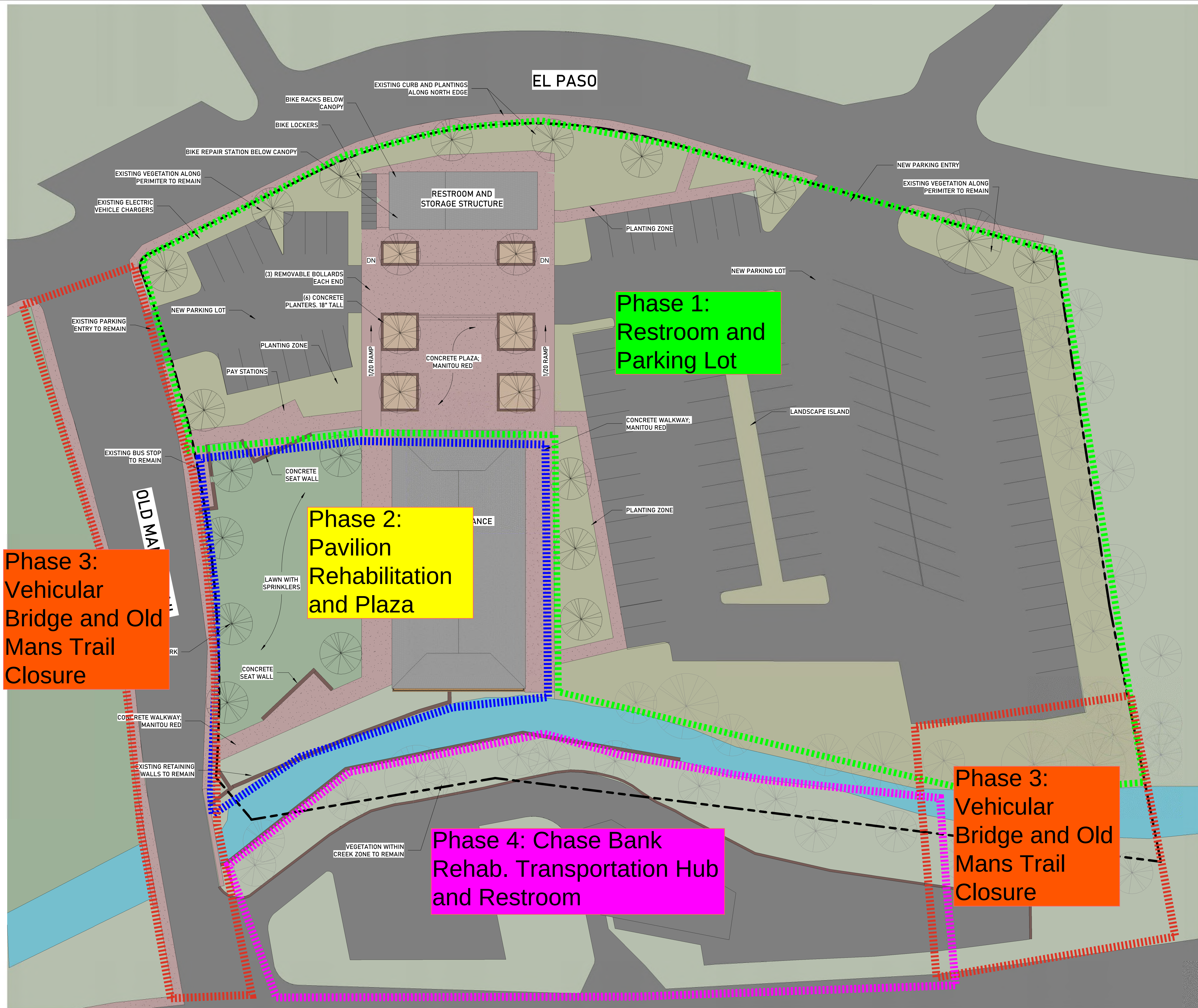
SITE PLAN - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

AS-102



1 SITE PLAN - OPTION 2 - OPEN AIR DANCE HALL
1" = 20'-0"

ATTACHMENT A

HIAWATHA GARDENS CONCEPT DRAWINGS

HIAWATHA GARDENS DANCE HALL

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829



OPTION 1 - ENCLOSED DANCE HALL (FLOOD PLAIN REMOVED)



OPTION 2 - OPEN AIR DANCE HALL (FLOOD PLAIN REMAINS)

Option 2: Is the Option
Selected by City
Council to proceed into
Schematic Design.

CONCEPT DESIGN
2024-10-24

OWNER
CITY OF MANITOU SPRINGS
606 MANITOU AVENUE
MANITOU SPRINGS, CO 80829
p 719 685-5481 e N/A

ARCHITECT
WORKSHOP 40 ARCHITECTS
7822 W 17TH AVE
LAKEWOOD, CO 80214
p 720.364.2412 e ERIC@WORKSHOP40.COM



All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

HIAWATHA GARDENS
DANCE HALL

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.
G-001



1 EXISTING SITE PLAN AERIAL
1" = 20'-0"

HIAWATHA GARDENS
DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

Delta	Description	Date Issued



All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

SITE PLAN - EXISTING

CONCEPT DESIGN 2024-10-24			
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.
AS-100



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including copyright thereto.

SITE PLAN - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

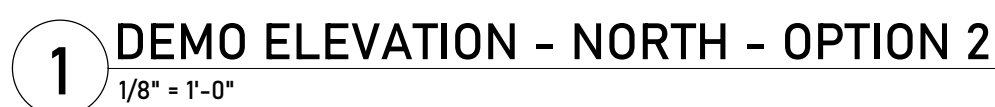
AS-102



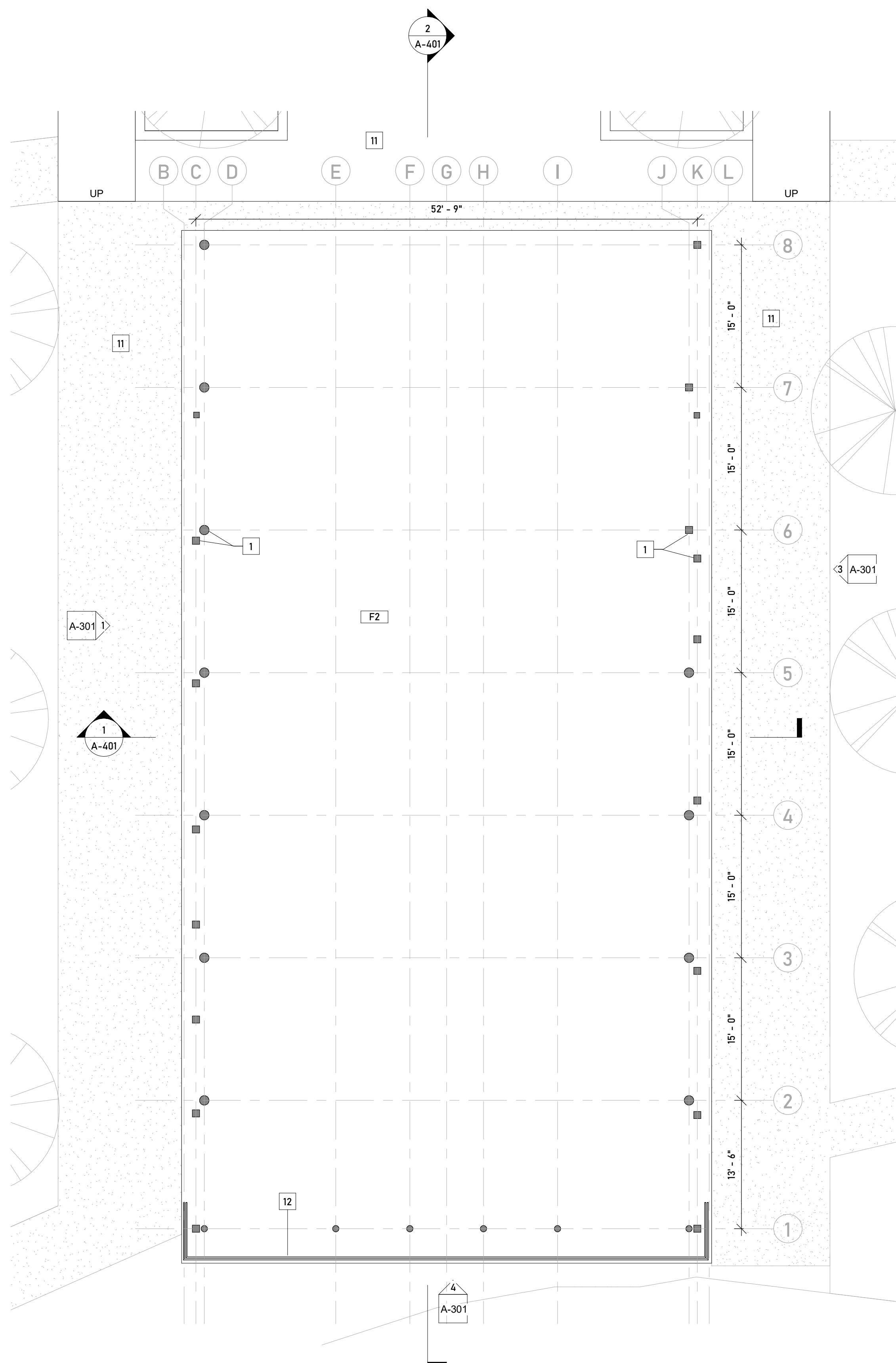
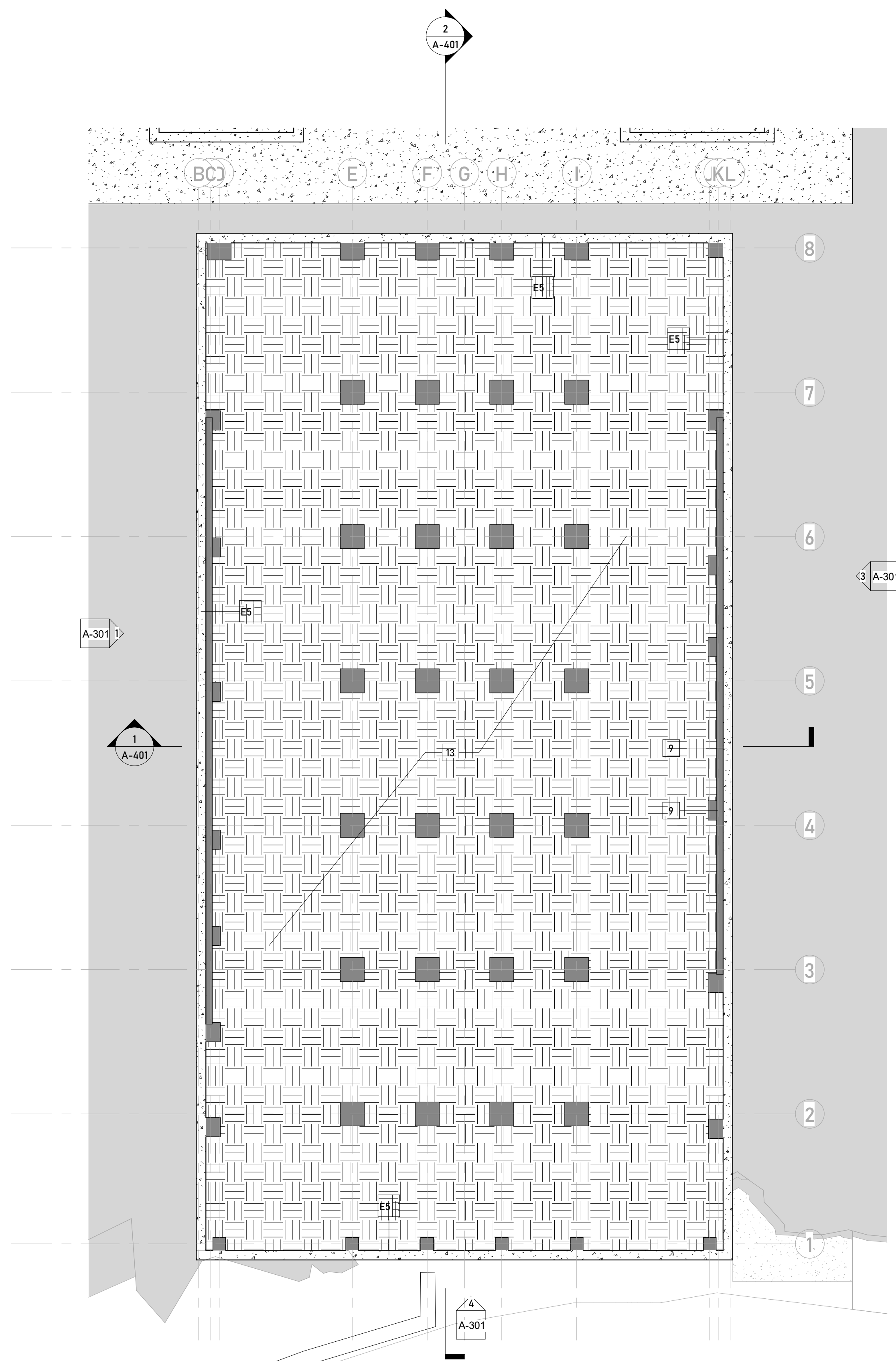
AD-103



Page 1465 of 1671

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AD-403



- ### GENERAL KEY NOTES

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTIRCAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

[illegible]

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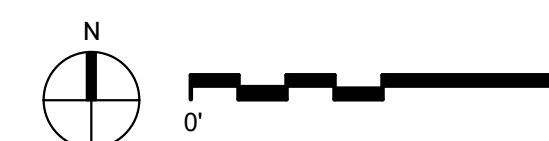
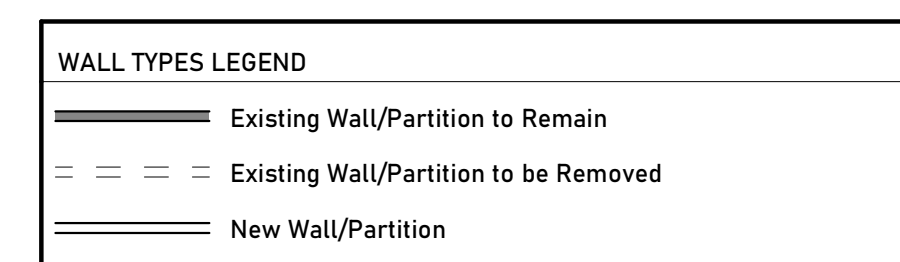
LEVEL 1 FLOOR PLAN -
OPTION 2 - OPEN AIR

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-101



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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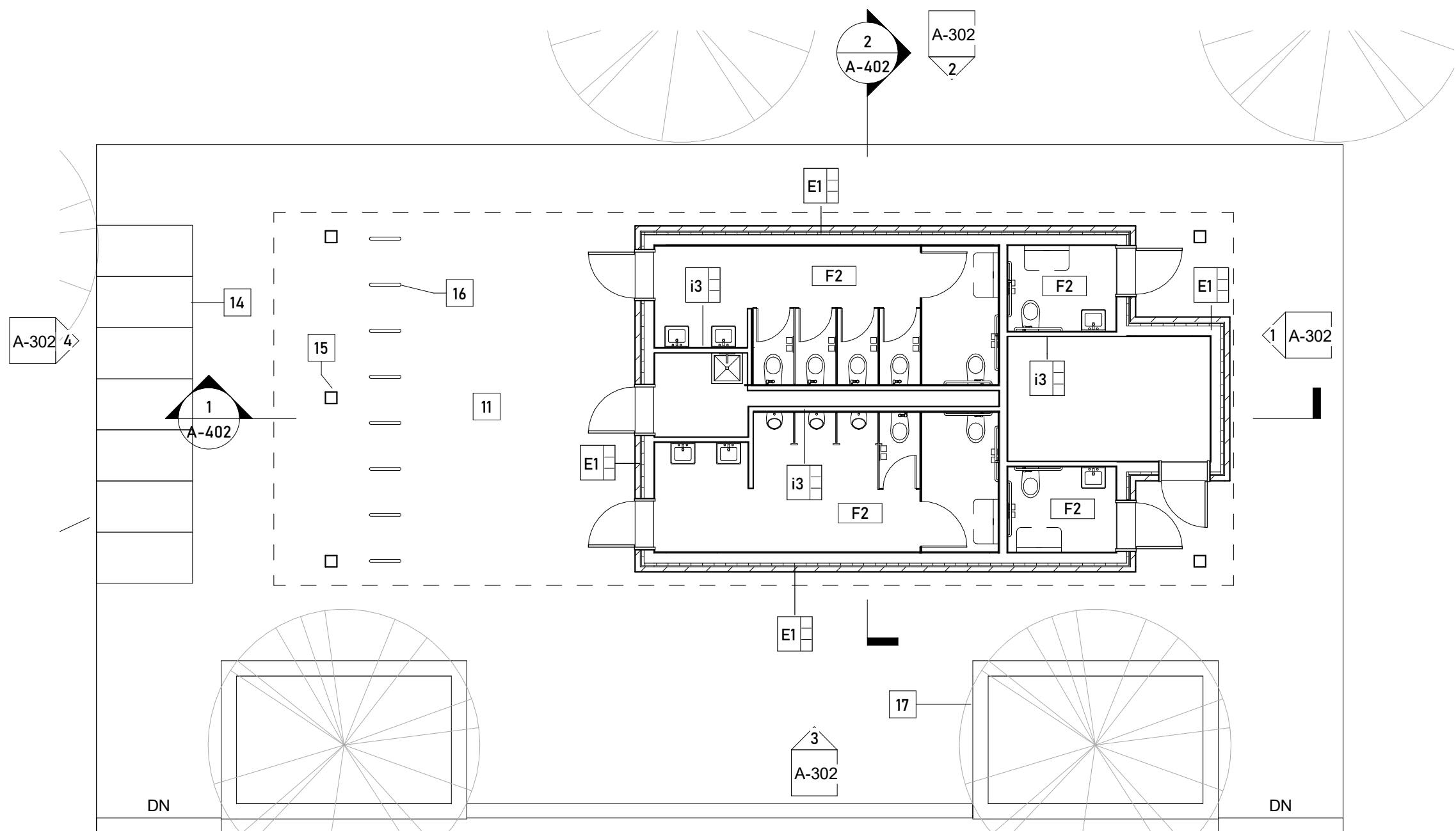
CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

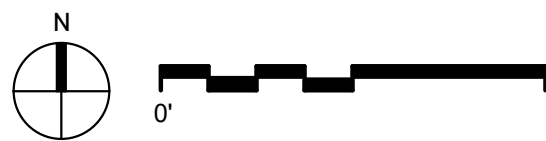
A-102

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
20. EXISTING BEADBOARD CEILING. PAINT
21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
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26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME



1 FIRST FLOOR - OPEN AIR - RESTROOM
1/8" = 1'-0"

WALL TYPES LEGEND	
	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
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16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS, CLEAR SEAL FINISH
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23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
25. MECHANICAL EQUIPMENT; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

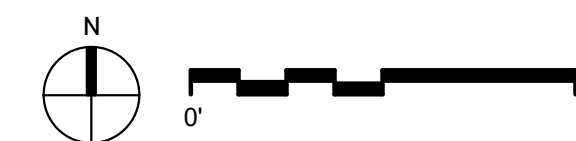
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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-106



1/8" = 1'-0"

$1/8'' = 1'-0''$

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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LEVEL 1 RCP - OPEN
AIR DANCE HALL

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

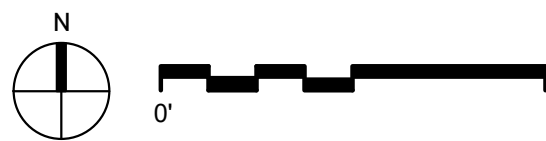
A-202

1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
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16. BIKE RACK
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21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
24. GYPSUM BOARD CEILING
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26. BUILDING SIGNAGE
27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

WALL TERMINATION LEGEND	
	Extend Wall to Underside of Structure
	Extend Wall to 4" Above Ceiling
	Wall to Underside of Ceiling

WALL TYPES LEGEND

	Existing Wall/Partition to Remain
	Existing Wall/Partition to be Removed
	New Wall/Partition

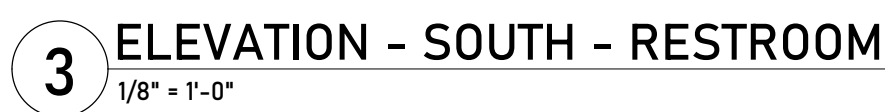


2 FIRST FLOOR RCP - OPTION 2- RESTROOM
1/8" = 1'-0"

1 FIRST FLOOR RCP - OPTION 2 - OPEN AIR
1/8" = 1'-0"



- Page 1473 of 1671



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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**BUILDING EXTERIOR
ELEVATIONS -
RESTROOM**

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-302



- HIAWATHA GARDENS
DANCE HALL**
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

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BUILDING SECTIONS - OPEN AIR PAVILION

CONCEPT DESIGN
2024-10-24

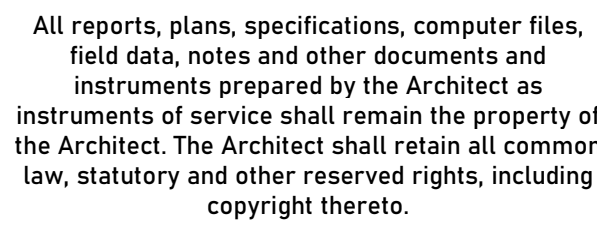
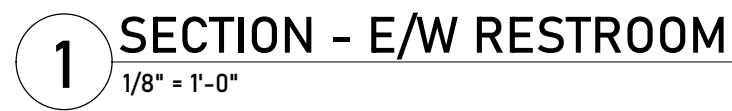
PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-401



10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

[illegible]

CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

A-402



1. EXISTING COLUMNS; REINFORCE PER STRUCTURAL
2. FOLDING PARTITION WALL
3. ALUMINUM CLAD WOOD WINDOWS
4. REFINISHED WOOD FLOOR
5. TACK BOARD
6. ALUMINUM STOREFRONT
7. CABINETS WITH PLASTIC LAMINATE COUNTER
8. FLOOR REINFORCING REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
9. NEW FOUNDATION AND FOOTINGS REQUIRED; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR NEW SCOPE
10. NEW RETAINING WALL; SEE CIVIL AND STRUCTURAL DRAWINGS NAD NARRATIVE FOR NEW SCOPE
11. EXTERIOR CONCRETE SLAB ON GRADE; MANITOU RED
12. STEEL GUARD RAIL; POWDER COAT BLACK
13. INFILL CRAWLSPACE WITH STRUCTURAL FILL OR FLOW FILL. SEE STRUCTURAL FOR ADDITIONAL INFORMATION.
14. BIKE LOCKERS
15. WOOD POST; CEDAR
16. BIKE RACK
17. CONCRETE PLANTER WALL
18. EXISTING TRUSS TYP; SEE STRUCTURAL DRAWINGS AND NARRATIVE FOR REINFORCING REQUIREMENTS. CLEAR SEAL FINISH
19. DUCT WORK; SEE MECHANICAL NARRATIVE FOR ADDITIONAL SCOPE INFORMATION
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21. SEE ELECTRICAL DRAWINGS AND NARRATIVE FOR LIGHTING SCOPE
22. EXISTING BEAM TYP; CLEAR SEAL FINISH
23. PAINTED WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUTS
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27. WOOD SOFFIT WITH PRE-FINISHED GUTTER AND DOWNSPOUT
28. FIRE SPRINKLERS REQUIRED THROUGHOUT; SEE PLUMBING FOR ADDITIONAL SCOPE INFORMATION
29. HOLLOW METAL DOOR AND FRAME

FLOCC
12" = 1'-0"

[illegible]

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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	EG	--	--

SHEET No.

A-410

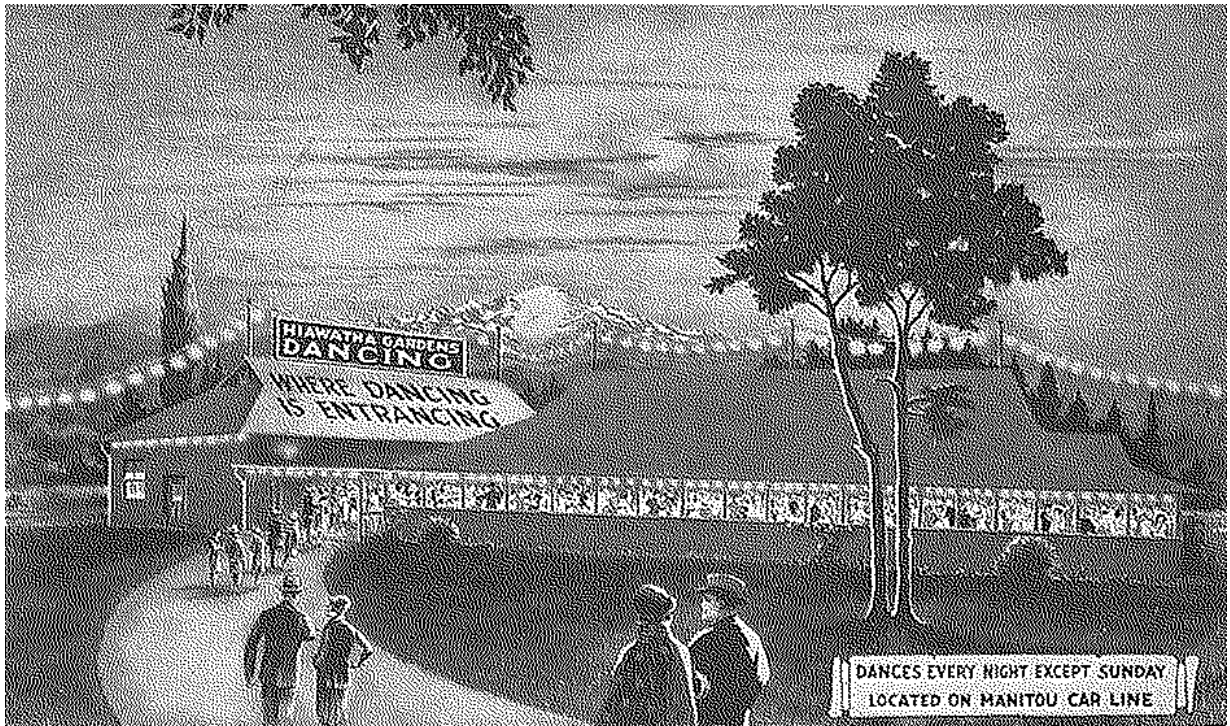
ATTACHMENT B

HIAWATHA GARDENS CONCEPT NARRATIVES

HIAWATHA GARDENS HISTORIC DANCE HALL AND MOBILITY HUB

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DESIGN NARRATIVE



PROJECT SUMMARY

OVERVIEW

The City of Manitou Springs has been exploring how to improve the Hiawatha Garden site for nearly a decade and has created multiple reports and studies to help guide them along the way. This Concept Design package uses those documents as a launching point to explore two design options that work with the 100 year floodplain.

The general program for this project is below.

- Restore the historic dance hall structure and renovate into a community amenity.
- Create mobility hub support amenities for bus, car, bike, and pedestrian users.
- Add public plaza space to support community needs as well as the mobility hub

The primary design hurdle the project is needing to overcome is that the existing dance hall's finish floor is located approximately 2.1ft below the 100 year floodplain. While multiple solutions are available to resolve this, both the available funds and the existing building's structural integrity have ruled many out by the City.

The below two design options were selected by City Council to be explored to a Concept Design level and to have cost estimates provided to aid in the final decision making process. These are discussed in more detail in their respective sections.

OPTION 1 - ENCLOSED DANCE HALL - FLOOD PLAIN REMOVED

This option explores what it would take for the previous preferred enclosed dance hall design to be constructed with the 100 year floodplain restrictions. Due to flood loading of exterior walls and lack of ability for the existing structure to resist, a path that removed the building from the floodway was embarked upon. This resulted in a design that includes floodway improvements to Fountain Creek such as retaining walls, widening the floodway, and adding culverts below Old Man's Trail.

OPTION 2 - OPEN AIR DANCE HALL - FLOODPLAIN REMAINS

Due to the anticipated expense of Option 1 and other flood proofing strategies, turning the dance hall into an open air pavilion was desired to be explored. The idea being that lateral flood loading would be diminished with the dance hall's exterior walls removed.

Option 2 was selected by City Council during the 12/3/2024 work session.

BUILDING HISTORY

The following was researched by Echo Architects and provided to the City of Manitou Springs in their 2016 Evaluation and assessment of 10 Old Man's Trail. This is a summary history taken from the archives of the Colorado Springs Gazette Telegraph, site observations, and interviews.

1889: The original three story Southern building was built by F.L. Smith who operated it as a "Public Resort for Gentlemen". The reported construction cost was \$8,000.00.

1890-1920: At an unknown date Adolph Fehringer purchased the original building and built the building that currently sits on the South end of the site. (This building is referred to as 'Structure 1' throughout this report). This complex was used as a restaurant, beer garden, and theatre.

1911-1918: Vacant

1918: In 1918 the property was acquired by Hal Leddy, who operated the building as a Dance Hall. It is reported that all four sides of the ballroom were open to the air. It is assumed that this modification was made at this time. As part of the improvements he drilled a well, near the main entrance, which reportedly produced a "good flow" of mineral spring water.

08.19.1920: August 1920 there was fire that completely destroyed the original North Building. The fire only slightly damaged the South Building (Structure 1).

1920-1921: The current Northern Building was built (this is referred to as Structure '2' throughout the report). It is assumed that this is when the flat roofed connection between the two structures was constructed. During this era the Paul Whitman orchestra played, the Lawrence Welk Orchestra played, and Rudolph Valentino made his only personal appearance in America on his transcontinental dancing tour.

1941: Gene Worley becomes the owner.

1951: Howard Geib and Carl Hornburg purchase the building and continued to operate it as a dance hall. The September 30, 1951 GT article announcing this sale mentioned that the dance floor was mounted on cork to make dancing less tiring.

1952-1995: At an unknown date the complex was converted into a restaurant. Multiple flat roofed additions were installed around the perimeter of the original buildings during this phase. The latest restaurant to occupy the space during this era was "The House of Prime Rib"

1995—current: The El Paso Assessor's records show that the current owners, Mohammed and Laila Alami acquired the property July 26, 1995 for \$285,000.00. They have operated the Tajine Alami restaurant in the north part of the building since acquiring it. The dance hall (Structure 1) has not been in use since 1995.

2011: The property was recently listed for sale by Jerry Trent, Broker Associate with ReMax Properties. The Pikes Peak Association of Realtors web site lists the following information for this property:

Land area: 1.29 acres

Building area: 14,248 sf

Asking price: \$1.5 mil

2015: The Property was purchased by the City of Manitou Springs \$1,050,000.

EXISTING CONDITIONS - SITE

The Hiawatha Gardens site contains the historic dance hall structure, paved parking lot, EV charging stations, pay stations, bus stop, bike storage, bike rental, and portable toilets. The site is adjacent to Fountain creek, which is why the structure is located within a 100 year flood plain. The West and North edges of the site are landscaped which is intended to remain. The East and South edges of the site contain naturally occurring plants and trees.



VIEW FROM OLD MAN'S TRAIL BRIDGE



VIEW FROM EL PASO SHOWING EXISTING PERIMETER PLANTING



VIEW OF BUS STOP



VIEW LOOKING SOUTH WEST SHOWING PARKING LOT

EXISTING CONDITIONS - CREEK

The site and structure are located directly adjacent to Fountain Creek which is a floodway. The 100 year flood plain located on the project site is a result of this adjacency. The existing retaining walls along the creek show erosion at the water line and have the potential for sudden failure during a significant event.



EXISTING CONDITIONS - TRUSS

The existing queen trusses are a significant element of the buildings interior character.



EXISTING CONDITIONS - FOUDATION

The existing foundations consist of stone, concrete, and wood. Multiple areas do not have any foundation below in addition to other areas having wood in direct contact with soil. Wood beams, joists, and decking sit above.



OPTION 2 - OPEN AIR PAVILION



*TREES SHOWN SMALL FOR CLARITY

OPTION 2 - FLOODWAY



*TREES SHOWN SMALL FOR CLARITY

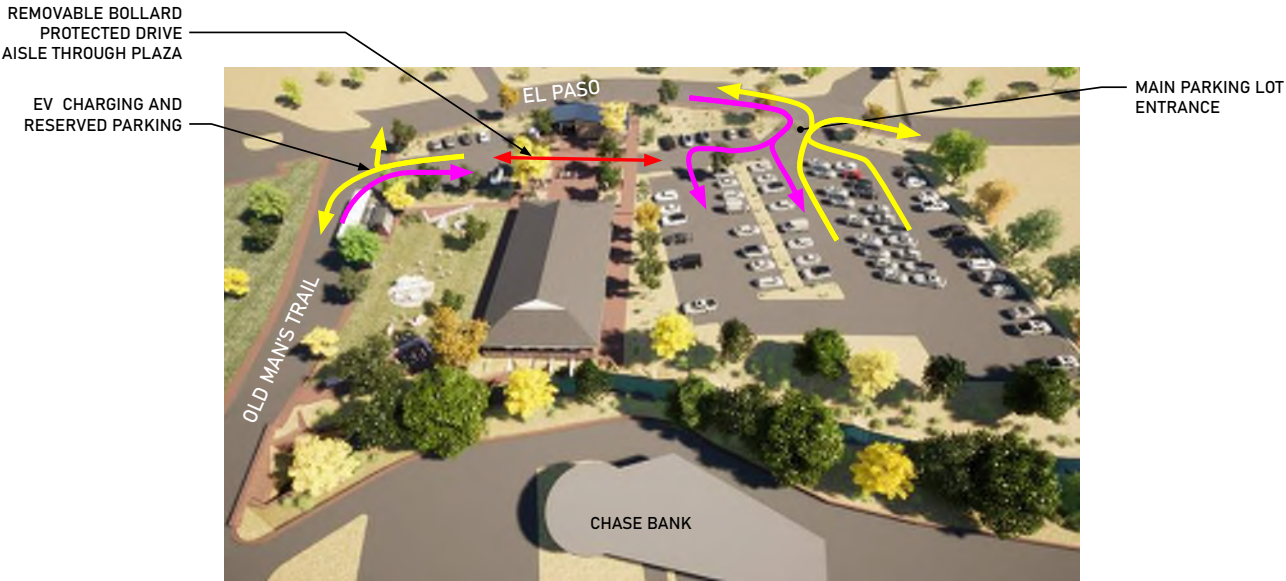
OPTION 2 - ACTIVITY ZONES



OPTION 2 - PLANTING ZONES



OPTION 2 - PLANTING ZONES



OPTION 2 - ACCESS



OPTION 2 - INTERIOR

REFINISHED AND
REINFORCED EXISTING
TRUSSES AND CEILING



CRAWL SPACE LIKELY
TO BE INFILLED.
NEW MANITOU RED
CONCRETE FLOOR

REINFORCED COLUMN
HEAD AND SILL WITH
NEW FOUNDATION
WALLS ANTICIPATED

Hiawatha Gardens - Concept Engineering Recommendations

October 24, 2024

City of Manitou Springs

606 Manitou Avenue

Manitou Springs, Colorado 80829

Introduction

The concept engineering recommendations presented in this report are for the existing Hiawatha Gardens site located at 10 Old Mans Trail in the City of Manitou Springs. The existing site is situated on the north side of Fountain Creek adjacent to Memorial Park. The site contains the existing historic dance hall, and an asphalt paved parking lot.

The purpose of the concept engineering recommendations presented is to review existing and proposed infrastructure options to accommodate a concept level understanding of what options the City of Manitou will have to improve the Hiawatha Gardens site for their vision as a community center and mobility hub for the people of Manitou Springs. These recommendations will also assist with future detailed design and construction drawings following approval of a recommendation in this report. Previously, several concept level recommendations were presented and reviewed by City Council during a City Council meeting dated June 11, 2024. This meeting was intended to give City Council an overview of the possibilities for the overall site. City Council has requested further information about two (2) specific options prior to making a final decision.

~~**Option 2** is for the 100-year floodplain to be effectively removed from the existing Hiawatha Gardens Dance Hall building extents. This option requires improvements to increase the flood capacity within the Fountain Creek corridor and crossing under Old Mans Trail.~~

Option 4 is for the 100-year floodplain to remain as is, meaning that the Dance Hall will remain within a FEMA Zone AE Floodplain with Floodway. The existing Hiawatha Gardens Dance Hall will become an open-air pavilion (remaining within the floodplain) with additional improvements to the site, such as restroom facilities and storage to be placed outside of the floodplain north of the existing dance hall.

This report explores more specifically the floodplain channel improvements and ecological impacts on a conceptual level for option 2 and site drainage and grading for both options to work. GIS LiDAR contour data is being used for conceptual level recommendations.

Referred to as Option 2: Open Air Pavilion in Exhibit C



Floodplain Channel Improvements (Option 2)

Improvements to the adjacent stream are a major aspect of the proposed project to be considered for if the building should remain in the floodplain or be removed entirely. Because the building has historical significance and is being preserved, the proposed improvements in option 2 are to include measures to decrease Base Flood Elevations (BFEs) on the property with the intent to remove the historic building from the floodplain or lower the depth of flooding. In the case of removal from the floodplain, this would have the benefit of removing the requirement to pay flood insurance (though it would still be beneficial to pay at a reduced rate due to the proximity of the channel). If reduction of the floodplain elevation is all that is achievable, it will make protecting the building from flooding easier and make the flooding less damaging to the historic structure by reducing the depths and forces of the flood waters pushing on the building walls.

To achieve the necessary reduction in Base Flood Elevations (BFEs) and contain the 100-year flood flows within the adjacent channel, improvements to both the adjacent channel and existing culvert at Old Man's Trail will be required. The existing Fountain Creek corridor width will need to be increased to 50 to 80 feet wide. This can be achieved by grading to the south into the existing City owned parcel, currently an out of service Chase Bank. Retaining walls can be utilized as needed to minimize the footprint of disturbance. In addition, the capacity of the culvert at Old Mans Trail will need to be increased to pass the full 100-year flow to avoid flooding of the building due to sheet flow from Old Mans Trail being overtopped. The increased capacity could be achieved by raising the profile of Old Mans Trail and grading a floodplain bench on the north side of the channel west of Old Mans Trail. Additional culverts could then be placed within the expanded floodplain bench to pass flood flows. Potential channel improvements include in-stream drop structures such as sculpted concrete (see example, Figure 1) or boulder cross vanes and bank stabilization such as riprap, soil lifts, and revegetation. These measures provide added stability within the creek and limit future erosion to protect culverts, trails, retaining walls, and other infrastructure near the creek corridor.



Figure 1 Example Sculpted Concrete Structure

These improvements in the concept for option 2 have the added benefit of allowing potential pedestrian access to the creek and provide additional space within the corridor for a pedestrian trail along Fountain Creek with access to Memorial Park.

A conceptual design layout showing improved corridor retaining walls, culverts, and trails is included as Attachment 1 of this report. The proposed layout is based on the best available GIS LiDAR for the area. GIS LiDAR is known to be inaccurate within streams and areas of heavy vegetation, so some assumptions had to be made regarding retaining walls and channel improvements. Topographic ground survey within the channel will be required to verify the proposed design layout and produce construction drawings if this alternative is selected.

Floodplain Development Permitting in association with Fountain Creek Channel Improvements:

Fountain Creek through Manitou Springs is a mapped FEMA Zone AE floodplain, meaning there are regulatory floodplain and floodway delineations of Fountain Creek as well as BFEs. Construction within the floodplain and floodway limits of Fountain Creek are regulated in collaboration with FEMA, Colorado Water Conservation Board (CWCB), and the Pikes Peak Regional Building Department (PPRBD). Construction activity will require the project to obtain a Floodplain Development Permit (FDP) through the PPRBD. An FDP can be obtained through a no-rise certification, requiring modeling and documentation that show the improvements within the channel do not cause a rise over the proposed BFEs, or through a CLOMR if the proposed project will cause an increase in BFE. Regardless of permitting path, it will be in the best interest of the City of Manitou Springs to complete a LOMR following completion of construction. Upon final acceptance, the LOMR will update the regulatory floodplain, floodway, and BFEs based on the

~~constructed improvements. This step, although not always required, is recommended to remove the Hiawatha Dance Hall building from the regulatory floodplain limits.~~

Ecological Characterization Study

As part of the major development plan being proposed at Hiawatha Gardens, an Ecological Characterization Study was conducted per Manitou Springs Code of Ordinance 18.03.10.5 to document the natural features of the project area, evaluate wildlife use and potential movement corridors, identify prominent views, record patterns of native and non-native vegetation, and locate any wetlands or other notable water bodies. For this assessment, Matrix conducted a desktop analysis for known federal threatened and endangered species, critical habitats, potential presence of State Species of Greatest Conservation Need (SGCN), potential presence of migratory birds protected by the Migratory Bird Treaty Act (MBTA), and wetlands and waterways defined by the National Wetland Inventory (NWI) and National Hydrography Dataset (NHD). Additionally, Matrix staff conducted on-site inventories of native and non-native vegetation and a wetland delineation to confirm the presence or absence of wetlands on site. The full report can be found as an additional document provided by Matrix to help back this report called: Matrix Ecological Report Hiawatha Gardens, dated October 24, 2024.

The findings of this study identified design opportunities to protect vegetation in the project area to maintain habitat corridors, provide shade and aesthetic value to the property, and protect key characteristics such as views of Pike's Peak, the Manitou Incline, and access to Fountain Creek that add unique value to the project area. Based on the desktop analyses and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Future design and construction planning should consider the species and characteristics of the project area discussed in more detail below:

- The project area is located within a critical habitat designation for Mexican spotted owls (*Strix occidentalis lucida*); however, no adverse impacts are anticipated.
- Black bear (*Ursus americanus*)- and mountain lion (*Puma concolor*)-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by Colorado Parks and Wildlife (CPW).
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project.
- Due to the possible presence of the proposed endangered tricolored bat (*Perimyotis subflavus*) and the three identified migratory birds listed as Birds of Conservation Concern, broad-tailed hummingbird (*Selasphorus platycercus*), evening grosbeak (*Coccothraustes vespertinus*), and Lewis's woodpecker (*Melanerpes lewis*), trees should only be removed or thinned between October 15th and December 15th to prevent any "take" of those species or their habitats.



- This period for vegetation removal and thinning is also beneficial for the other bat species identified in the report.
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used for roosting during migration, mating, and pup-rearing periods. The project will require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion from USFWS; and
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

Site Drainage and Grading Improvements (Options 2 and 4)

For site drainage and grading, Matrix investigated how the site could be constructed on a conceptual level in such a way to accommodate either of the two (2) options presented to City Council without impacting the floodplain. The grading shown in the exhibit below for the site can be used in either option with the adjustments to the grading being along Fountain Creek for either option. The conceptual grading is intended to drain around both sides of the existing Hiawatha Dance Hall building utilizing rain gardens and permeable pavers before conveying into Fountain Creek. The concept site grading and drainage is also looking at balancing the site to not raise the existing Base Flood Elevation (BFE). The exhibit included in Attachment 3 of this report shows conceptually how the site can be graded to use these features effectively while maintaining the floodplain base flood elevations in either option. The exhibit shows the proposed floodplain channel improvements for option two (2) but can be implemented in either option by tying into existing grades along Fountain Creek for Option four (4).

The proposed Hiawatha Gardens grading improvements proposed are anticipated to disturb more than one acre; however, the proposed site improvements fall under the redevelopment classification discussed in Chapter 3, Section 6.4.2 of the Drainage Criteria Manual. This classification does not require provision of full spectrum detention if the downstream infrastructure has capacity for the site's storm water runoff. Because the site is adjacent to the stream, the storm water runoff discharge from the site will generally enter Fountain Creek prior to it reaching its peak flow, and, therefore, the downstream infrastructure is more than adequate to handle the site runoff after the proposed improvements have been constructed for either option. Further, we anticipate the proposed improvements for the site to increase the amount of green space and available infiltrative capacity for the site, thereby improving the site drainage conditions over the existing condition.

Treatment of the water quality event (80% Probability Event) is also required by the Drainage Criteria Manual for runoff from proposed site improvements (i.e., pavement and sidewalk). Typically, this is achieved by discharging the water quality control volume of over 40 hours via a steel flow control plate on the detention facility's outlet structure. For the proposed site drainage and grading improvements Matrix is proposing bioswales and permeable pavers to achieve this requirement.



The options considered are surface or below grade water quality and runoff reduction via bioswales and/or vegetated buffer spaces. There is also the potential for use of pervious paver systems in the proposed pedestrian spaces, so they are included as an option. It is anticipated that the final design will include multiple different treatment types depending on their viability for different portions of the proposed improvements.

Bioretention and Vegetated Buffer Spaces:

Bioretention: The other use of vegetated spaces is for bioswales. The Drainage Criteria Manual describes this type of water quality treatment as “depressed landscaping areas designed to capture and filter or infiltrate the water quality capture volume” (WQCV). The concept for the site utilizes vegetated spaces or islands within the parking lot to provide treatment volume for the water quality event. This, in combination with the vegetated buffers, is the preferred choice for water quality treatment on the site because the bioretention areas can double as an amenity, providing the site with pleasant planting areas which beautify the site. For this concept, all impervious areas east of the dance hall, including the eastern half of the building (1.15 acres), will receive water quality treatment via bioretention and vegetated buffer spaces. The rain garden and landscape areas shown on the included exhibit will provide the necessary area and volume to provide water quality treatment for the tributary area. Below is an image of a typical bioswale courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

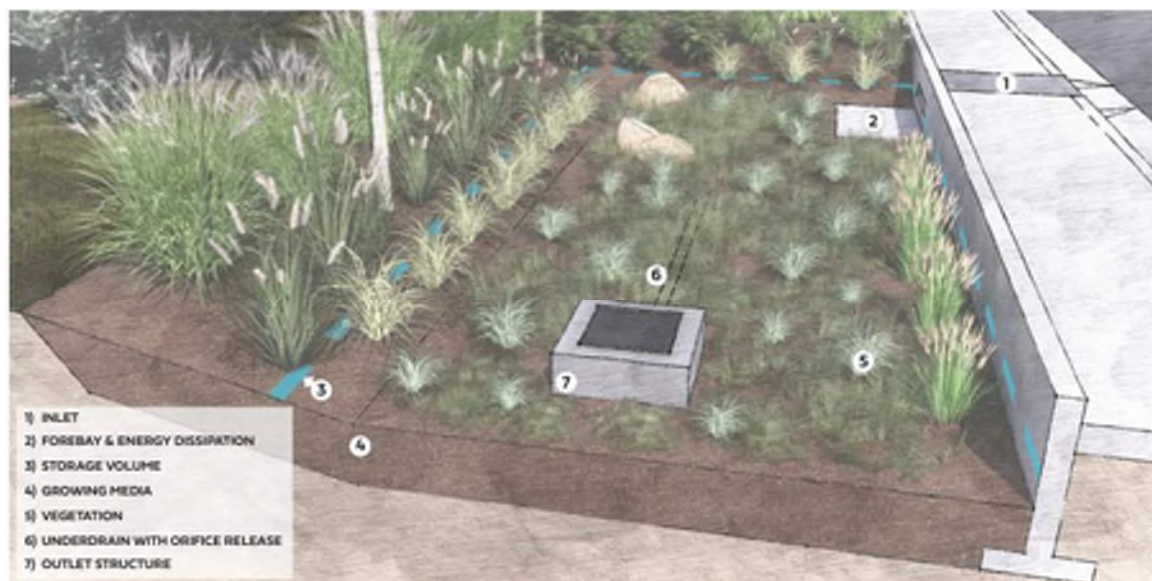


Figure 2 – Bioretention concept (Mile High Flood District)

Permeable Pavers:

Permeable pavers are an option to increase the permeability of paved areas while keeping the pavement typically for pedestrian use. Additionally, water quality storage areas in the crushed stone area below the pavers can be used to provide water quality treatment for the tributary area. This option might benefit the pedestrian area on the west side of the dance hall and serve as a means to provide water quality for that area while maximizing the available space for pedestrian use. With this proposed concept, the site will utilize permeable pavers for water quality on the west side of the building by grading a portion of the north parking lot to flow through the permeable paver area. A minimum footprint of 2,500 square feet will be necessary to provide water quality treatment for the western portion of the site. The area tributary to the permeable pavers is expected to be approximately 0.54 acres. Below is an image of a typical permeable paver section courtesy of the Mile High Flood District Urban Storm Drainage Criteria Manual (March 2024).

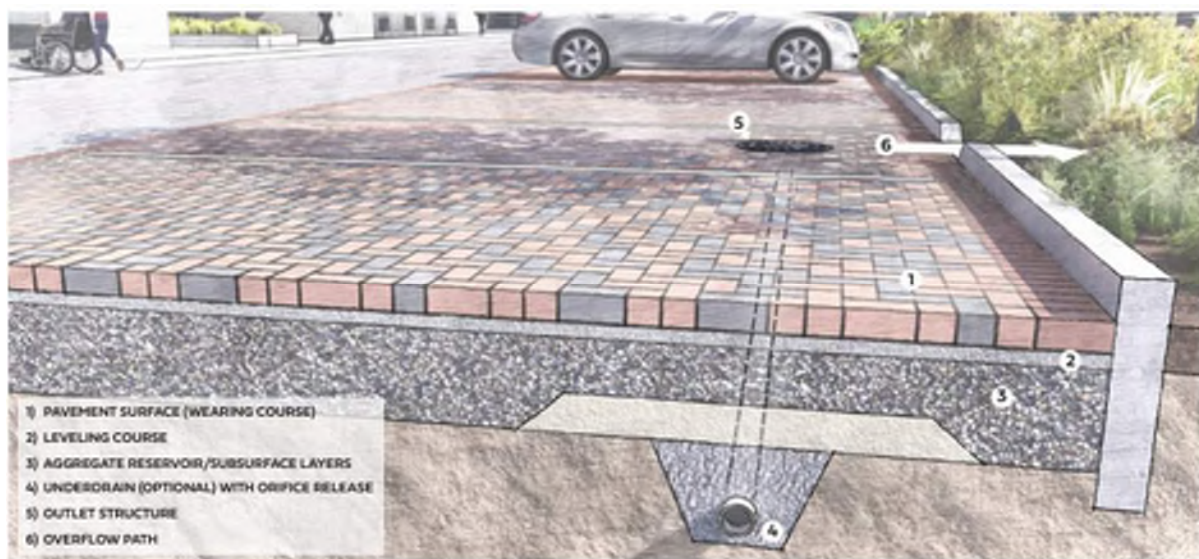


Figure 3 – Typical Permeable Paver Section (Mile High Flood District)

Appendices

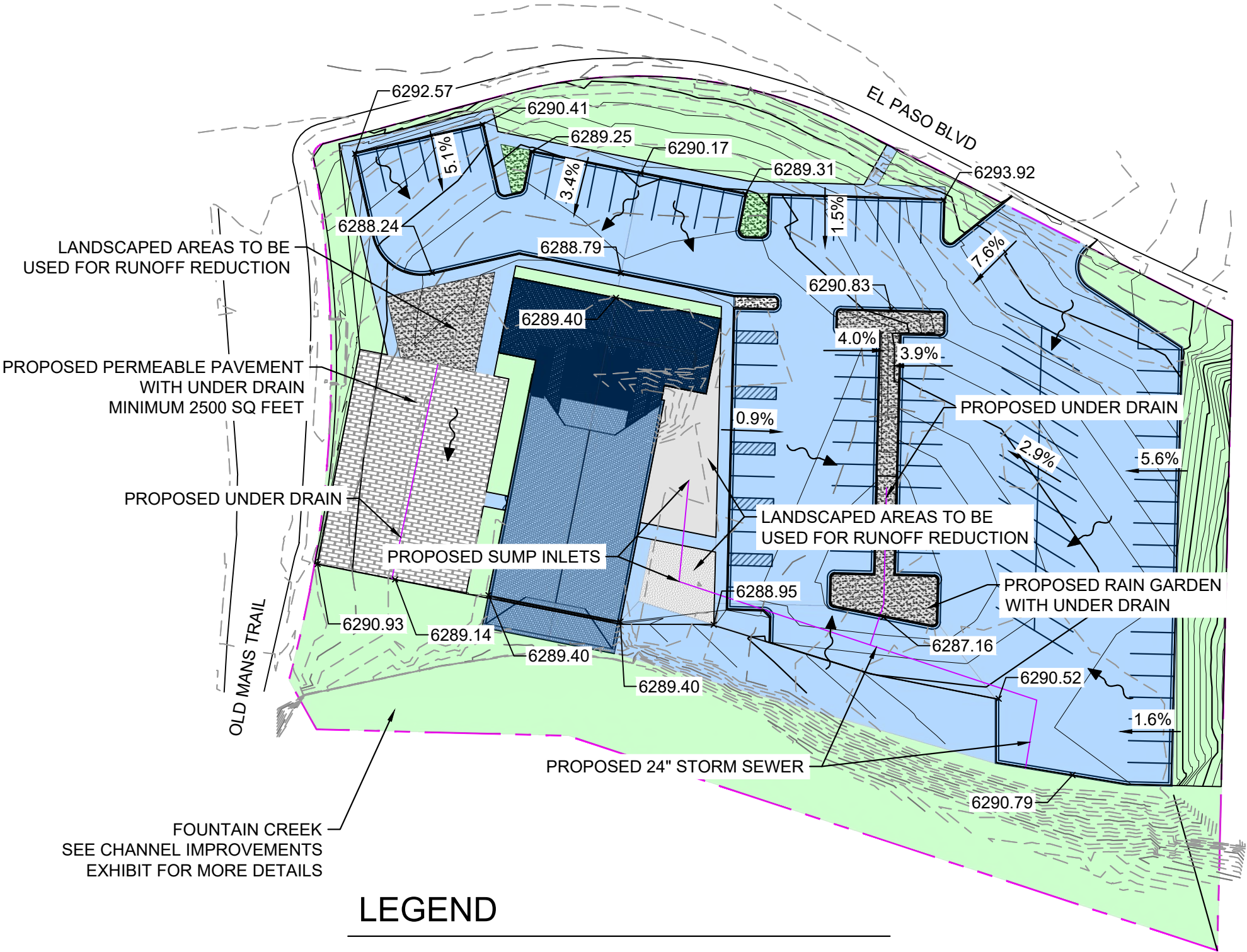
1. ~~Floodplain Channel Improvements Exhibits~~
2. ~~Floodplain Channel Improvements Renderings~~
3. Site Drainage & Grading Improvements

Not provided as does not include information regarding the option selected by City Council on 12/3/2025

Site Drainage & Grading Improvements



PRELIMINARY
NOT FOR CONSTRUCTION



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

LEGEND

- PROPERTY BOUNDARY LINE
- IMPERVIOUS AREA
- PERVIOUS AREA
- PERVIOUS PAVEMENT
- WATER QUALITY TREATMENT AREAS

HIAWATHA GARDENS

Matrix
Excellence by Design

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Colorado Springs, CO 80920
Contact:
Phone (719) 575-0100 | Fax (719) 575-0208

**SITE PLAN WITHOUT
CHANNEL IMPROVEMENTS**

HIAWATHA GARDENS RENOVATIONS AND ADDITIONS

STRUCTURAL DESIGN NARRATIVE

OVERVIEW

The project focuses on the renovation and partial restoration of the Hiawatha Gardens dance hall pavilion constructed in the early 1900's. We have been asked to provide conceptual level structural consulting services relative to two Options. ~~Option 1 consists of developing an enclosed pavilion with an addition, and implementing measures to divert any flood waters from the adjacent creek from the site.~~ Option 2, consists of developing an open pavilion, without walls, and allowing access of the flood waters of the nearby creek to partially flow over the footprint of the pavilion. Option 2 also includes a new small stand-alone building located on the north end of the site out of the flood waters. Please refer to the Architectural Narrative and drawings for more detailed information on the design concepts for the two Options.

For each option, the structural scope of review includes a preliminary assessment of the gravity and lateral load resisting elements and systems of the Pavilion and providing conceptual design recommendations for improvements to allow the building to continue to serve in the intended capacity safely under current building codes. For each option, we also will provide a conceptual design narrative of structural systems for the new addition and stand-alone building.

Our concept design is based on two observations of the structure, review of the materials made available to us by the City of Manitou Springs, and our experience with other similar structures. The building appears to have been subject to a number of modifications over the years, most involving adding and removing one-story building additions abutting the original pavilion building. The original construction drawings for the pavilion were not available.

In its current state, there is a crawl-space under the ground level wood framed floor system, without a perimeter foundation wall in most places. Masonry piers are located at the perimeter and interior supporting wood girder lines. There is a partial stone foundation stem wall at the north end of the pavilion. The upper part (ridge with gable ends) of the roof is framed with pre-engineered wood trusses, based on documentation that was made available to us. These upper trusses span to beams that load the first interior panel points of the queen trusses. The primary roof framing in the short axis of the building (East-West) consists of queen trusses at approximately 16' on center clear spanning the width of the building supported on round or square timber posts at each end. The truss posts appear to be situated on wood piles driven into the earth. The truss chords and compression web elements are made up of 5 ply 2x10 (1 ½ x 9 ¼) wood members. The tension web elements are 1.25" diameter steel rods. The perimeter bay of roof framing, on each side, consists of 2x8 rafters at 24" o.c. spanning from a beam located atop the first panel point of each queen truss to a wood beam and post perimeter bearing framing line. This perimeter roof bearing wall assembly is independent of the trusses. The intermittent perimeter bearing line posts are supported by wood girders in the crawl space. The original pavilion building is approximately 19,000 SF.

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Key issues identified in our review for both options include, an incomplete competent foundation system, the general lack of a main lateral force resisting system to resist wind and seismic loadings, and the limited capacity of existing wood framing members to resist current prescribed gravity loads.

This conceptual structural narrative has been prepared to give the City, Consultants and Contractors a general overview of the structural scope for this project.

DESIGN STANDARDS, LOAD CRITERIA AND MATERIALS

Design Standards

- 2021 International Building Code (IBC), Local Amendments per PPRBD
- 2021 International Existing Building Code (IEBC)
- ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ACI 318-19 Building Code Requirements for Structural Concrete
- ANSI/AISC 360-16 Specification for Structural Steel Buildings
- AWC National Design Specification (NDS) 2018
- AWC Special Design Provisions for Wind and Seismic (SDPWS) 2021
- TMS 402/602-16 Building Code Requirements and Specification for Masonry Structures

Load Criteria

- Risk Category III (Assembly)
- Office space: 50 psf
- Restrooms: 60 psf
- Corridors, Stairs, Public Spaces: 100 psf
- Ground snow load: 43 psf
- Flat Snow: 30 psf (plus drifting), $I_s = 1.1$, Thermal Factor Unheated Stru. = 1.2
- Wind: Vult = 135 mph (3-second gust), Exposure C
- Seismic: ($S_s = 0.185$, $S_1 = 0.059$) Seismic Design Category C, $I_e = 1.25$

Material Strengths (Concrete)

- Normal-weight with $\frac{3}{4}$ " maximum aggregate and Type IL cement assumed
- Footings: $f'_c = 3,000$ psi, $w/c = 0.52$
- Foundation stem walls and pilasters: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Pavilion slabs on grade: $f'_c = 4,500$ psi, $w/c = 0.45$ (Air Entrained)
- Reinforcing steel: ASTM A615 Grade 60

Material Strengths (Masonry)

- Structural Concrete Masonry Units (CMU) shall be standard, lightweight, 8-inch or 12-inch (nominal) x 8-inch x 16-inch concrete units and shall conform to ASTM C90.
- Type S mortar, typical

- Minimum compressive strength of all masonry wall prism assemblies (f'm) shall be 2,000 psi based on net bedded area.
- Reinforcing steel: ASTM A615 Grade 60
- Strength testing of assembled prisms is required.

Material Strengths (Steel)

- Wide flange shapes: ASTM A992, 50 ksi yield
- Plates, channels, and angles: ASTM A36, 36 ksi yield
- Hollow structural section (HSS) Shapes: ASTM A500 Grade C, 50 ksi yield
- Framed beam connections shall be bearing type w/ snug tight ASTM F3125 bolts
- Anchor rods: ASTM F1554 Grade 36
- Welding electrodes: E70XX

Material Strengths (Wood)

- Dimensional Lumber, S4S Douglas Fir-Larch No. 2 and Better
- Solid Timber Beams and Posts Douglas Fir-Larch No. 1 and Better
- Plywood and OSB Sheathing APA Rated. Roof Sheathing, 15/32", APA 32/16 Nailed. Wall Sheathing: 7/16", APA 24/16 Structural 1 Panel, Blocked and Nailed.
- Performance design specified Light-Metal-Plate-Connected Wood Trusses
- Reference material used for existing framing Hem-Fir, No. 1 or better, 2" and wider

Geotechnical Information

- Geotechnical Engineering Report for Hiawatha Gardens Additions, April 27, 2023, by Granite Engineering Group, GEG Project No. 222-157

~~Option 1 – Enclosed Building with Addition.~~

~~See the Architect's report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.~~

~~Foundation System Pavilion~~

- ~~• The existing pavilion building currently is lacking a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 18" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, install a new 10" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. In~~

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this option, the existing framed floor perimeter girder will be removed. The floor joists will rest on a treated wood nailer, sitting (bolted) to a 4" wide ledge on the inside of the stem wall. See Detail 1/S501.

- See below regarding new footings and pilasters associated with queen truss columns and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- The majority of the existing floor framing consists of 2x10 joists at 16" o.c. spanning east-west, supported on 5 1/4 x 10 wood girders set approximately 10.5' apart. There are typically 5 joist bays across the width of the building, with variations in spacing. Locally some joist spans may exceed our 10.5' design basis, these may need further review in the upcoming phases. The girders span to 16" x 16" masonry piers at approximately 13' o.c. Seated on the joists are two layers of 3/4" thick x 5" wide wood decking, the top one oriented perpendicular to the joists, the bottom layer at a 45 degree angle to the joists. Note, that this is a general description of the typical system in the majority of the floor area observed. There are 12 to 16 areas where anomalies occur, including compromised members, added wood support posts, sistered members, make-shift added girder lines, etc. The budget should include an allowance for review and repair of the wood framed floor system.

Our calculations indicate that the existing girders are not capable of supporting the 100 psf live load required for an assembly usage. The remaining members appear to have adequate capacity in their current configuration, subject to a more thorough review of the condition of all of the existing wood members in the next phase of the project. We recommend adding a line of girder framing mid-way between each of the existing girder lines (5 new lines). This may consist of new W10 x 22 steel beams, supported on new HSS4x4x1/4 posts and concrete footings at 16' o.c. max. The pad footings will be 3' x 3' x 12" thick with 4-#4 bars, each way, bottom.

Gravity Load Resisting Framing Improvements Pavilion

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof rafter supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of

the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W14x53 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and an 8' x 8' x 18" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See the roof plan notes and Detail 3/S501.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S501.

New Building Addition

- The perimeter foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- At column locations pad footings will be used, ranging in size from 4' x 4' x 12" to 10' x 10' x 24", depending on the final framing configuration.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The primary structural system will be steel framed with beams and posts (estimate 10 psf), supporting pre-engineered wood trusses at 24" o.c. with plywood sheathing. Lateral load resistance will be provided using a combination of interior and exterior plywood sheathed 2x6 wood stud walls, with the studs spaced at 16" o.c.. Account for a minimum of five 12' long sections in each direction, uniformly distributed throughout the floor plan.

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Flood Mitigation Measures

- Flood mitigation measures will include the addition of culverts parallel to the creek under Old Man's Trail road to allow flood water to remain in the creek bed. In addition, concrete retaining walls will be added on each side of the creek to contain flood waters within the creek bed and off the building site.
- The southern-most bay of the pavilion will be removed in this option.
- We understand that three 10'x10' culverts are recommended. The culverts will support Old Mans Trail. They will have 16" to 20" thick walls typical, and will support a retaining wall above at each end to maintain the roadway base. There will be a scour skirt on the leading edge. See the Civil and Architectural site plans for additional information. See Details 2/S504 and 4 /S504.
- Retaining walls will vary in height, with the south creek wall having an expected height of 16' tall, and the north creek walls varying in height from 8' to 10' depending on their location. See the Civil and Architectural site plans for additional information. See Details 1/S504 and 3/S504 for example retaining wall sections indicating dimensions based on the height of the earth retained.
- The provided details are conceptual in nature only, they are provided to illustrate the general arrangement of reinforcement and wall geometry relative to the height of retained earth. They are not intended for final construction coordination or detailed quantity estimates.

Option 2 – Open Building with Separate Addition.

See the Architects report for a description of the exterior treatment and vision for the site development. Also see the included annotated plans and details that accompany this narrative for additional information regarding the recommended structural improvements associated with this option. The details provided are conceptual only in nature, provided to illustrate general proportions, arrangement and general relationship of elements. They are not intended for use for final design coordination or detailed material quantity estimates.

Foundation System Pavilion

- The existing pavilion building lacks a competent foundation to support the exterior roof edge bearing framing line, and mitigate frost heave potential. We recommend installing a new continuous strip footing 12" thick x 16" wide with 2-#5 bars at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 1/S502.
- See below regarding new footings and pilasters associated with queen truss column and new MLFRS elements.

Existing Wood Framed Floor Pavilion

- To mitigate the impact of flood waters flowing over the building foot print, we recommend the removal the existing wood framed floor system, in-filling the crawl space with compacted structural fill or flow-fill, and installing a 5" thick mildly reinforced concrete slab-on-grade, reinforced with #4 bars at 16" o.c. each way at mid-depth. See Detail 1/S502.

Gravity Load Resisting Framing Improvements

- The existing edge roof panel rafters are 2x8's at 24" o.c. at a 6:12 slope. While the roof framing appears to be functioning adequately (few if any signs of wood ember distress or deflection), our review considering the current load requirements indicates that the rafters may be significantly overstressed under full snow load. This distinction may need further review involving the local building jurisdiction. As a contingency, we recommend carrying an estimate figure to cover supplementing the perimeter bay roof rafters, by adding a new 2x8 in between, to in effect reduce the tributary roof area of each joist to 12".
- Little information is available regarding the upper attic trusses. Considering the result of our review of the perimeter bay rafters, we recommend carrying an allowance to cover supplementing the existing upper roof trusses with an additional new truss, in between each existing truss.
- Add a layer of 15/32 roof sheathing to enhance the ability of roof diaphragm to provide lateral bracing to all gravity load resisting elements, and enable competent distribution of lateral forces to the newly created lateral load resisting elements.
- Remove the perimeter roof purlin supporting wood beam assembly and replace with new W10x26 beams, supported on HSS4x4x5/16 posts at 16' o.c. max. Provide a 2x6 flat nailer on the top of the W10 to receive the existing roof rafters. Provide H3 clips at each rafter attachment to the beam. See Detail 1/S503.

Lateral Load Resisting System Pavilion

- Provide new portal frames in the long axis of the building (North – South), two on each side of the building, a total of four. Each portal frame will consist of W12x45 columns and beams, with a full moment weld connecting the beam to the tops of the columns. Each column will require a 24" square pilaster built integral with the perimeter stem wall, and a 7' x 7' x 16" thick pad footing with reinforcing bars top and bottom, each way, approximately 8 psf. Footings and pilasters to be combined with the pilaster and footings for the queen truss post bases where they occur together. See plan notes and Detail 3/S502.
- At each queen truss framing line, provide a steel bracket, each side of the end bearing post and truss end. The bracket will consist of a C12x25 member each side of the column, with contiguous 3/8" plates full penetration welded to the C12 web, extending along each side of the truss to approximately 1/2 of the way to the first interior panel point. At each edge of the plate will be a 3 x 3 x 1/2" bent plate. The assembly will be thru-bolted to the existing wood truss post and lag bolted to the queen truss chord elements. At each location there will be a steel bracket connecting the portal frame and perimeter roof rafter framing line to the queen truss bracket, to create the orthogonal lateral load resisting elements and the diaphragm with a positive mechanical attachment. Also, we are recommending adding 3/8" plates on each side of the end panel top chord element, bolted to the wood member. See Detail 2/S503.
- Provide a new foundation at each queen truss post/bracket. The existing queen truss framing will need to be shored. Remove the base of the existing queen truss post and cut down the existing pile to 1' below the new footing. Provide a new 24" x 36" pilaster, on a new 8'x8'x 18" pad footing with reinforcing top and bottom each way, approximately 8 psf. See Detail 4/S502.

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New Stand Alone Building (Lavatories and Storage)

- The foundation will consist of a continuous strip footing 12" thick x 16" wide with 2-#5 bars continuous reinforcing at the perimeter of the building, bottom of footing to be 42" below the adjacent grade. On top of the footing, Install a new 8" wide concrete stem wall, with #4 reinforcing at 12" o.c. each way. See Detail 5/S501.
- Provide a new 5" thick slab-on-grade floor with #4 bars at 16" o.c. each way, mid-depth.
- The exterior walls will be load-bearing 8" CMU with #5 vertical bars at 32" o.c. and horizontal joint reinforcing at 16" o.c.
- The roof will be framed with TGI roof joists at 16" o.c., with plywood roof decking.

REFERENCE ATTACHED DRAWINGS**Overview**

To help support and expand on the narrative, a partial layout of structure at a representative area at the floor/foundation and roof levels is included in the attached drawings.

Drawing list:

- S101 – Partial First Floor/Foundation Plan and Partial Roof Plan
- S501, S502, S503 and S504 – Detail Sheets

Please contact JVA, Inc. with questions about this concept structural narrative.

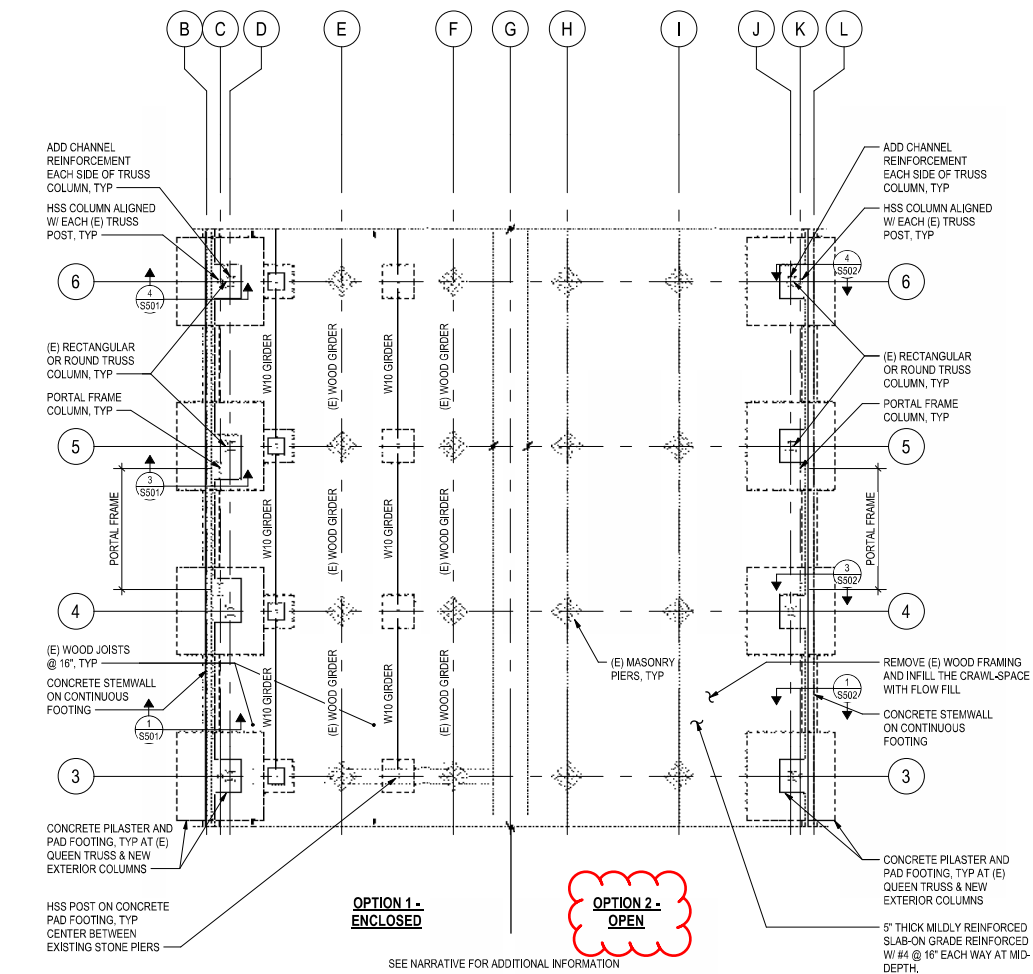
Katharine C. Athens, P.E., S.E., Sr. Project Engineer

Paul J. Hause, P.E., Principal

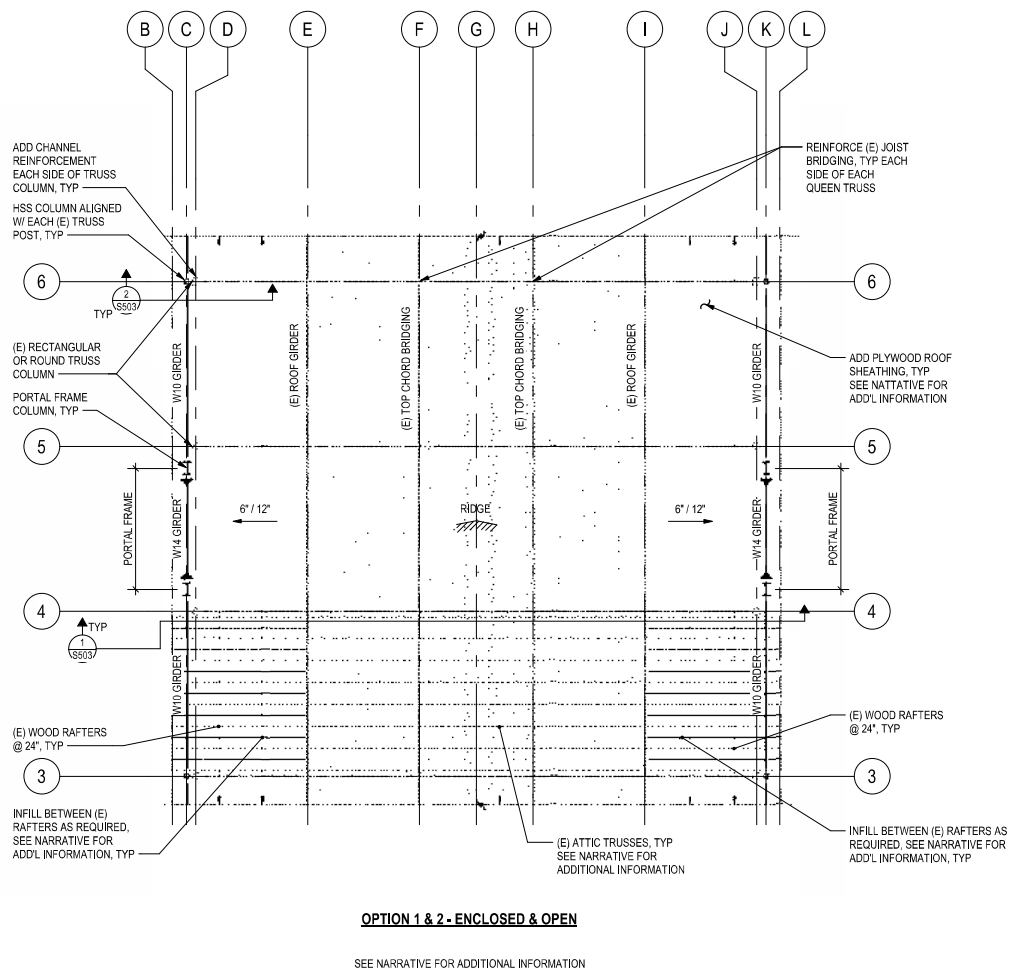
1675 Larimer Street, Suite 550

Denver, CO 80202

END OF NARRATIVE



PARTIAL FIRST FLOOR/FOUNDATION PLAN
 1/8" = 1'-0"
 NORTH
 0 2' 4' 8' 16'



PARTIAL ROOF FRAMING PLAN
 1/8" = 1'-0"
 NORTH
 0 2' 4' 8' 16'



REVISIONS	NO.	DATE	DESCRIPTION
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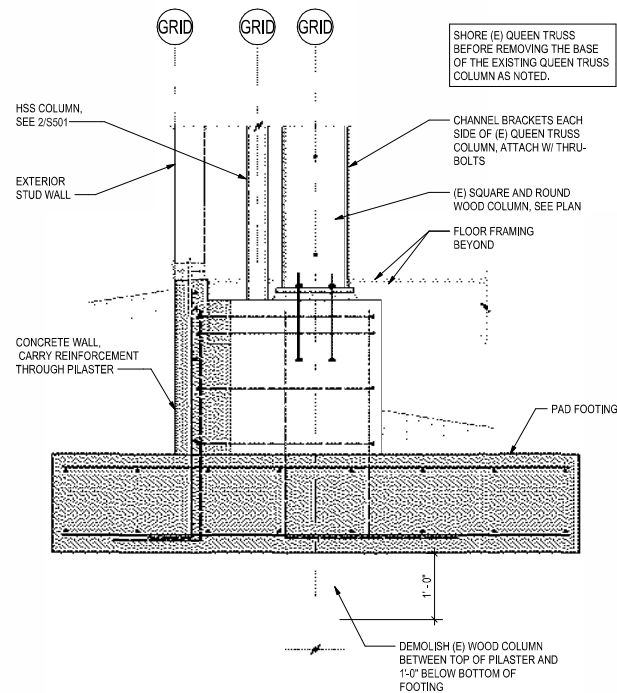
DESIGNED BY:	PJHKCA
DRAWN BY:	KCA
CHECKED BY:	PJH
JOB #:	241044.STR
DATE:	10/24/24
	© JVA, INC.

HIAWATHA GARDENS DANCE HALL
 10 OLD MAN'S TRAIL
 MANITOU SPRINGS, CO 80829

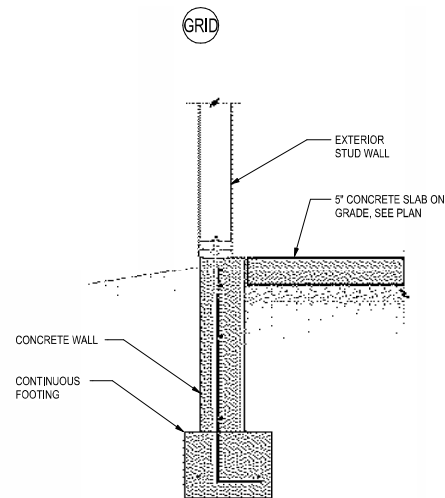
CONCEPTUAL FRAMING PLANS

CONCEPT DESIGN

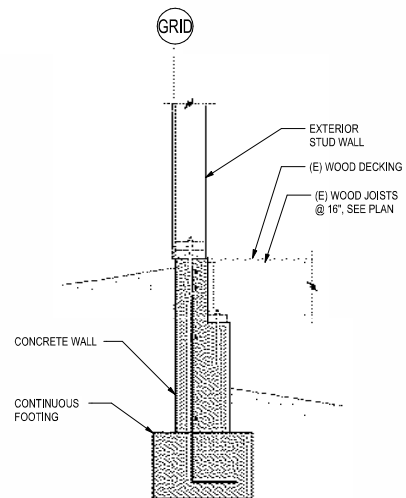
SHEET NO.
S101



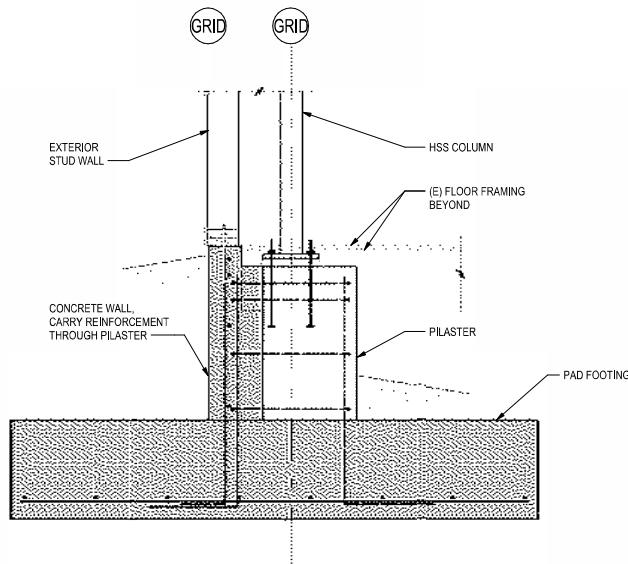
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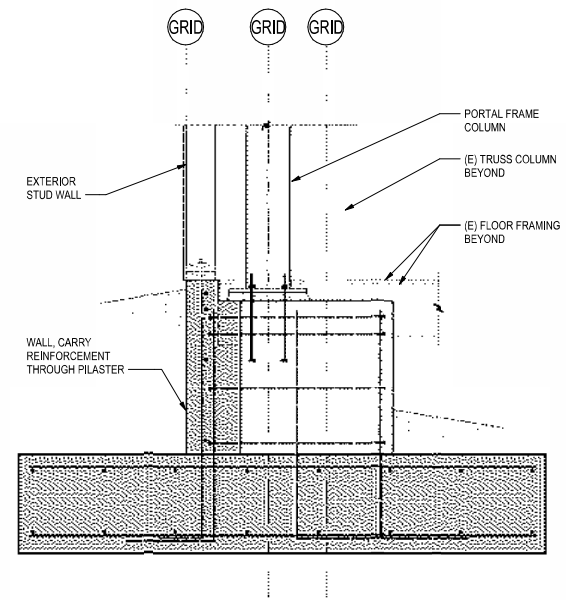
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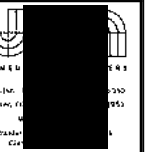
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S501 NO SCALE



2 EXTERIOR SUPPORT - ENCLOSED
S501 NO SCALE



3 PORTAL FRAME - ENCLOSED
S501 NO SCALE



REVISIONS NO.	DATE	DESCRIPTION

DESIGNED BY:	PJHKCA
DRAWN BY:	KCA
CHECKED BY:	PJH
JOB #:	241044.STR
DATE:	10/24/24
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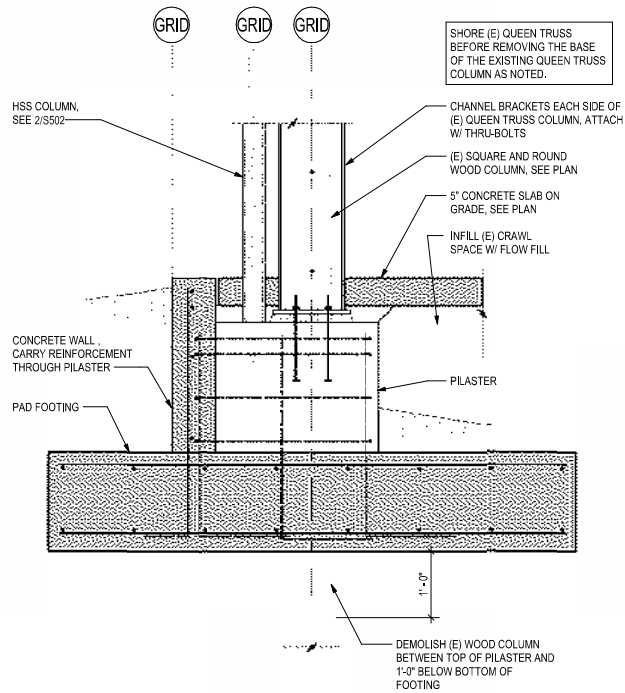
HIAWATHA GARDENS DANCE HALL
10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

CONCEPT DETAILS - OPTION 1

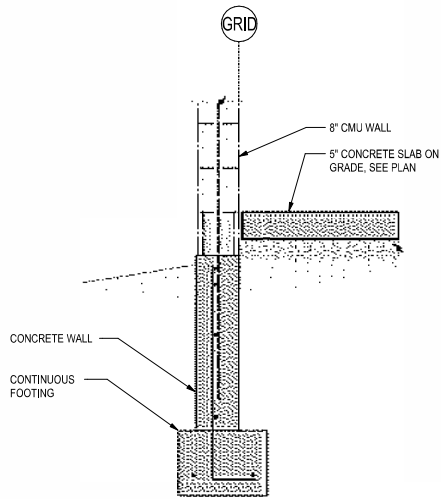
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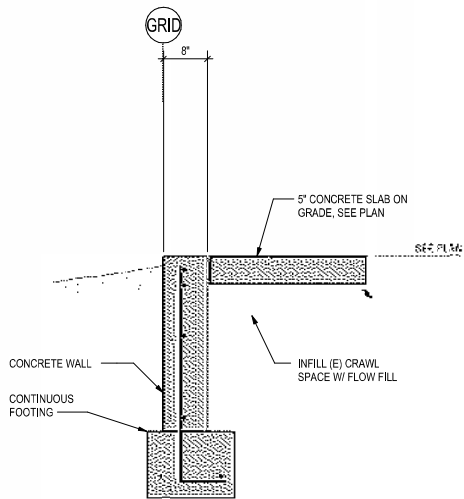
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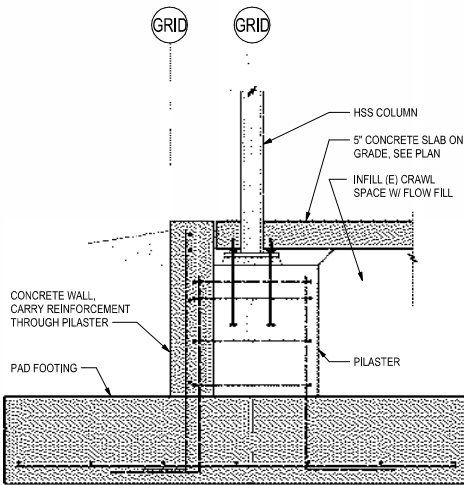
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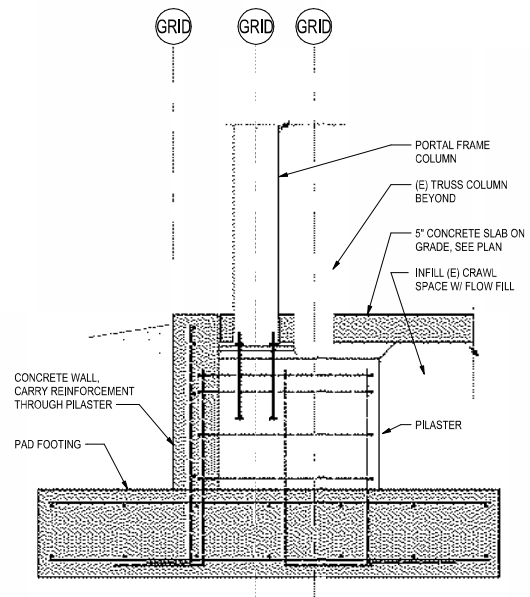
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1 FROST WALL - OPEN
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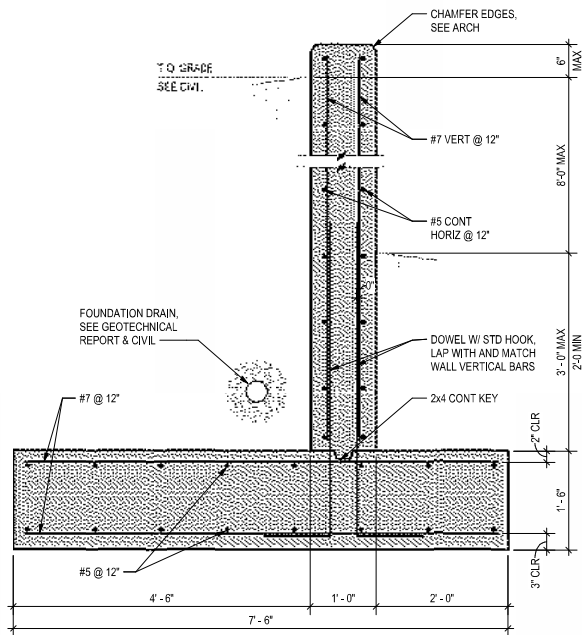


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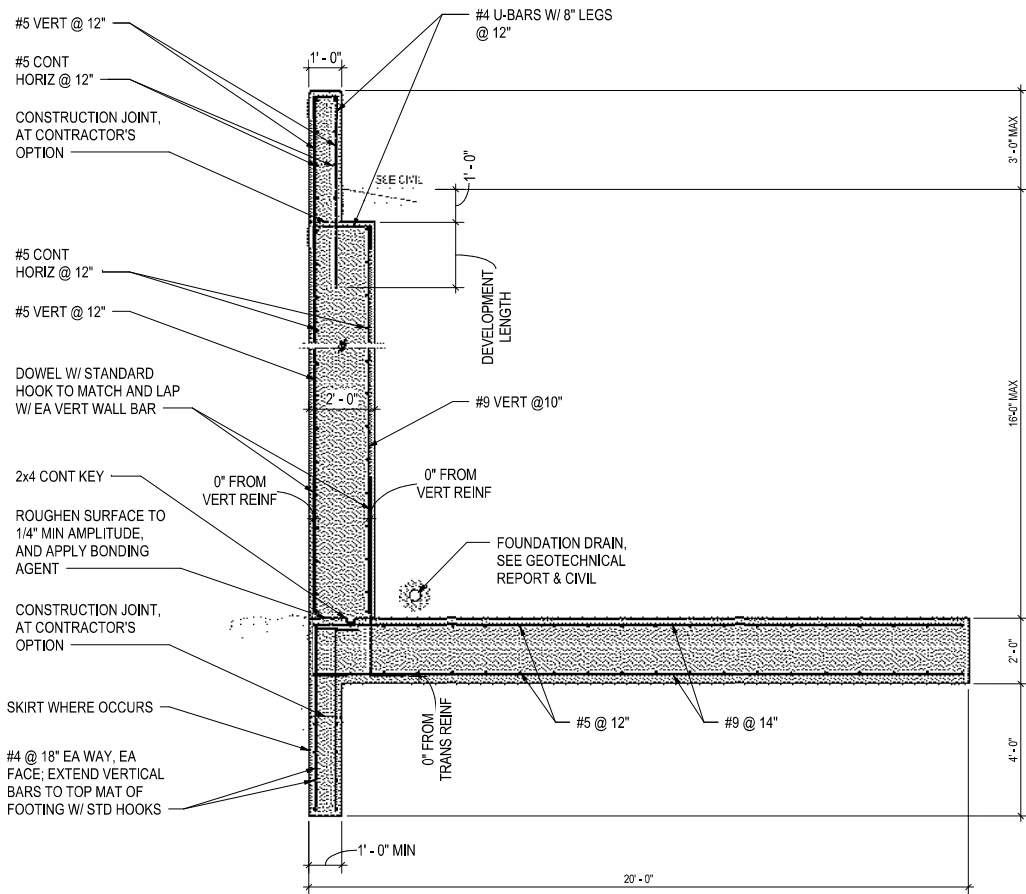


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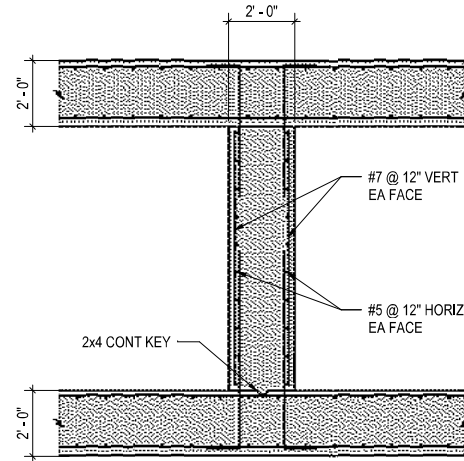




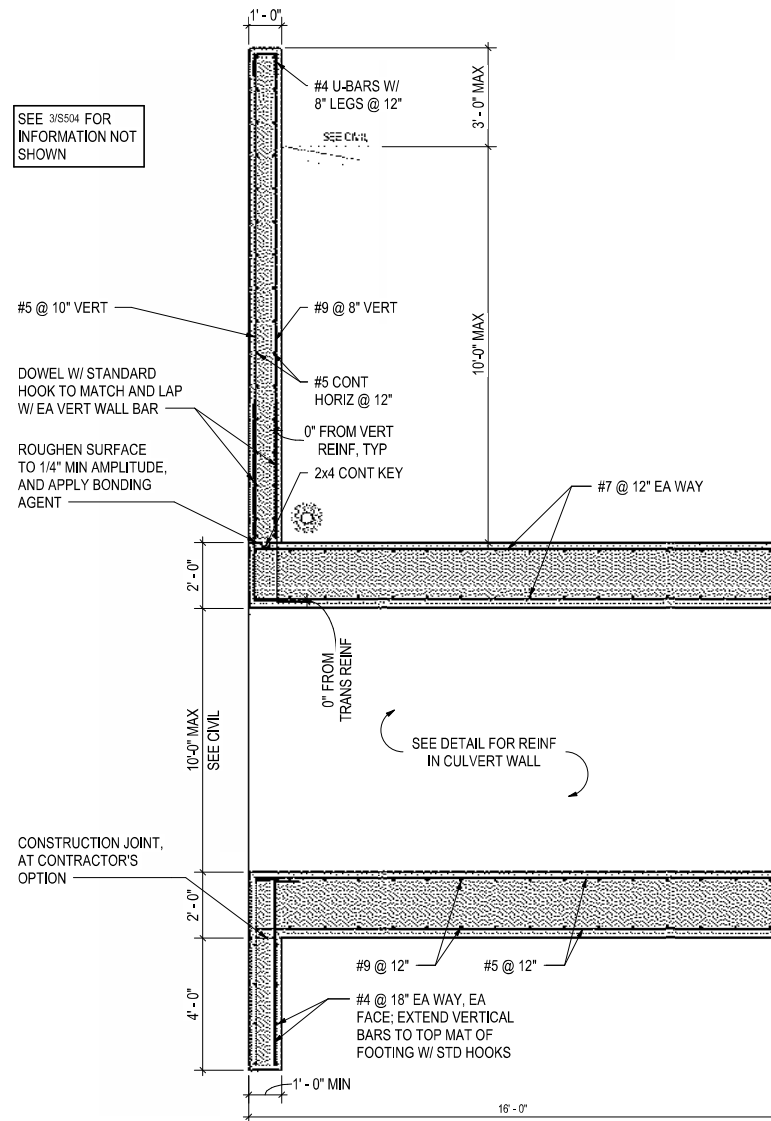
3 RETAINING WALL - NORTH SIDE OF CREEK (10'-0" MAX)
S504 NO SCALE



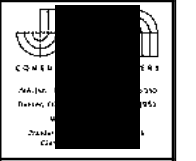
1 RETAINING WALL - SOUTH SIDE OF CREEK (16'-0" MAX)
S504 NO SCALE



4 TYP CULVERT SECTION
S504 NO SCALE



2 RETAINING WALL AT CULVERT
S504 NO SCALE



REVISIONS	NO.	DATE	DESCRIPTION

DESIGNED BY:	PJHKCA
DRAWN BY:	KCA
CHECKED BY:	PJH
JOB #:	241044.STR
DATE:	10/24/24

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HIAWATHA GARDENS DANCE HALL 10 OLD MAN'S TRAIL MANITOU SPRINGS, CO 80829	CONCEPT DETAILS - FLOOD RETAINING WALL AND CULVERT DETAILS (OPTION 1)
--	--

CONCEPT DESIGN

SHEET NO.
S504



**Hiawatha Gardens Remodel
Manitou Springs, Colorado
Electrical SD Narrative**

Project Description:

This narrative is to provide some outline design ideas for the historic Hiawatha Gardens Dance Hall in Manitou Springs. The architect has proposed two options. ~~Option one is an enclosed structure with an attached addition for restrooms, utility, storage, meeting room and kitchen.~~ The second is an open air dance hall that is covered but open on the sides with a detached restroom, utility, and storage building. The narrative will look at the different electrical systems and break down the design into three sections. One where both options share the same solution and then separate option one and option two sections where systems will differ.

The codes used for the basis of this design narrative are the 2021 IBC, 2021 IECC and the 2023 NEC.

Electrical Service:

Both Options

The electrical service for this building is an existing 240/120V, single phase, three wire system. It only appears to be feeding a few cameras attached to the exterior of the dance hall so it's a very limited service. The existing service is fed overhead to an exterior mounted meter and panel mounted to a post adjacent to the building. Since this appears only to be for cameras a new service will be needed for both options one and two to serve new electrical loads for the building. Coordination with the utility company will determine any new routing required to get the new larger service to the new service entry location.

Electrical Distribution:

Both Options

The existing service panel and meter can be removed. This will no longer be needed as it is undersized. No electrical panels were observed inside the dance hall, but if any are found they should also be removed.

Option 1 Enclosed

~~Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 400 amp cold sequence disconnect. Provide a 400 amp, 240/120V, single phase, three wire service. From this 400 amp main disconnect feed a 400 amp panel in the utility room. This panel should be a two section, 84 circuit, panel to serve all branch circuits of the building. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.~~

Option 2 Open Air

Provide exterior rated gear that will house the utility meter and the main disconnect. Ahead of the meter and main housing provide a 200 amp cold sequence disconnect. Provide a 200 amp, 240/120V, single phase, three wire service. From this 200 amp main disconnect feed a 200 amp panel in the utility room. The panel located in the utility room will feed the restroom core electrical loads. This panel will also serve a sub panel located in the dance hall structure to serve the electrical branch circuits in the dance hall. This should be a 100 amp, 240/120V, single phase, three wire panel with 42 circuits. Refer to the one-line diagram in the corresponding schematic plans provided with the narrative.

General Power:

Both Options

All existing conduit, switches, lights, junction boxes and receptacles should be removed from the existing dance hall.

Provide a quad receptacle at all column locations in the dance hall for general use.

Provide a single duplex mounted at +48" in the storage room.

Provide one GFCI duplex, mounted above counter, in each bathroom near the sinks.

Provide a GFCI duplex with a weather proof in use cover at all exterior doors.

Option 1 Enclosed

Provide four duplex outlets in the hall between the dance hall and restroom core area.

Provide a duplex every 12' around the perimeter of the meeting room. Provide a duplex on the south wall mounted at 6' AFF for a TV. Provide three GFCI duplex outlets mounted above the counter in the meeting room. Provide a dedicated GFCI duplex for a small under counter refrigerator in the meeting room. Provide a recessed floor outlet in the center of the meeting room.

Provide a NEMA 14-50R receptacle for a range in the kitchen. Provide a dedicated duplex for a refrigerator. Provide a dedicated duplex for a combination microwave/hood above the range. Provide four GFCI above counter duplex outlets for general kitchen loads. Provide two general purpose duplex outlets in kitchen.

Option 2 Open Air

Devices in the open air dance hall should be GFCI.

Mechanical Equipment:

Both Options

Provide power to an 18KW water heater.

Provide power to all small mechanical loads such as a circulation pump for the hot water, exhaust fans for the restrooms.

Option 1 Enclosed

Provide power to two rooftop units, a 12.5 ton and a 25 ton unit. Provide power to 0.5KW radiant heaters in the exterior accessed restrooms as well as a 1.0KW radiant heater in the utility room.

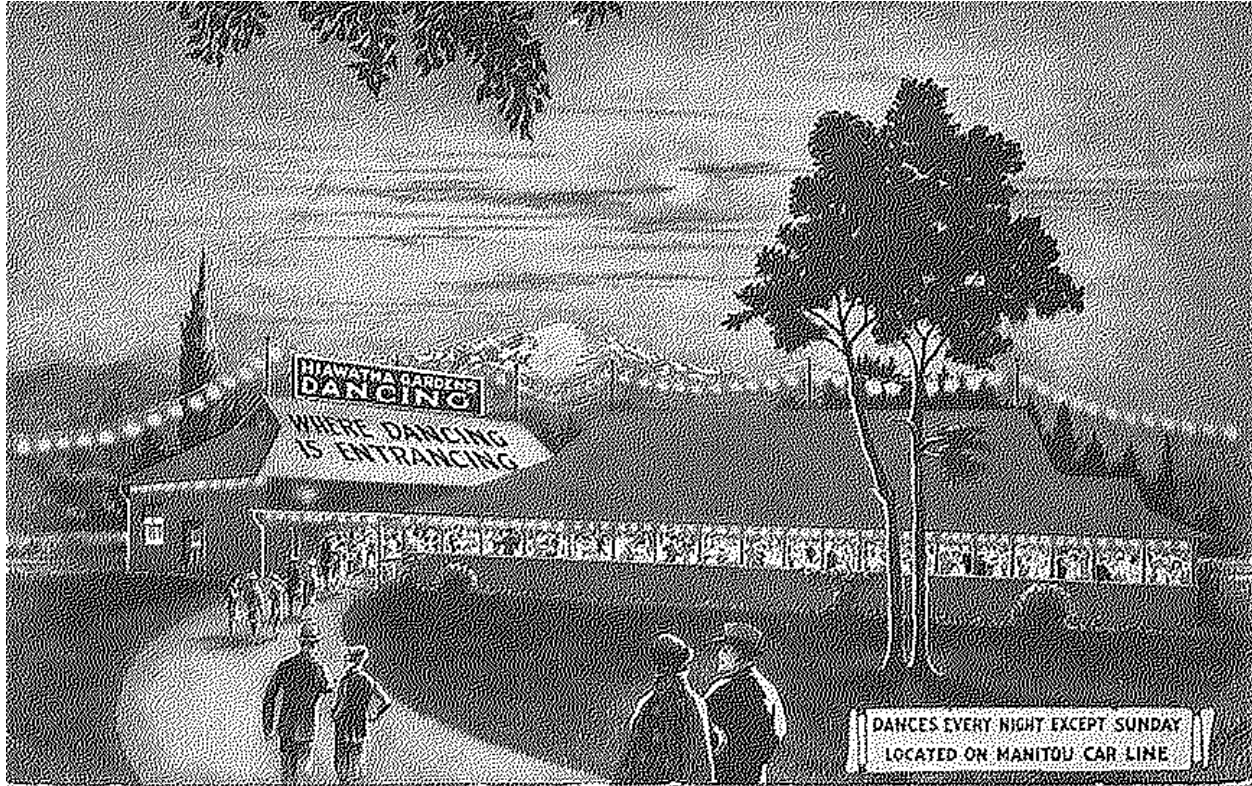
Option 2 Open Air

Provide power to radiant heaters located in the restrooms. Each heater will be 750W. The family restrooms will require a single heater each and the larger gendered restrooms will each require three heaters. Provide power to a 750W unit heater in the utility room. Provide power to three ceiling fans in the dance hall.

Lighting & Lighting Controls:

Both Options

Provide string lights around the perimeter of the building under the eave to provide a similar look to the picture below. Light fixture similar to Tivoli Lightsphere 2.0.



Strig Lights Under Eave

Backlight the letters of the roof mounted sign using exterior rated tape light. Use a tape light similar to Kelvix static white UNix-WL series.

Provide an emergency egress light above each exterior egress door. Similar to Lithonia AFN series.

Egress lighting will be provided by a central inverter that will power select light fixtures when power is lost. This inverter will be mounted in the electrical room. Anticipated size is probably two 525VA inverters similar to Evenlite Liteminder series #LM-52-LC-V1. Provide exit lights at all exit doors. Similar to Lithonia LQM series.

Provide simple 4' LED strip lights for the utility and storage rooms. These can be controlled by a wall mounted motion sensor with an on/off switch. Provide strips similar to Lithonia CSS series.

Restrooms will remain open to the public and accessible from the outside so the lighting and lighting control in these spaces should be vandal resistant. A simple linear LED fixture like Luminaire LED #CLF7L would work well. These fixtures are pretty minimum for a vandal resistant option while also able to house motion sensors inside the fixture so that lights are auto on and off from a sensor that is also vandal resistant and hidden within the fixture. For the small individual restrooms a single unit in the center should be fine while in the larger restrooms a row over the stalls and another row at the vanities will be required.



Restroom Linear

Provide three layers of light in the main historic dance hall. These layers are decorative pendants mounted between the trusses, wall sconces around the perimeter and an LED uplight hidden on the top of the beams to uplight the structure. The uplight should be a simple tape light in a small channel similar to Kelvix CH channel. The pendants and sconces should be decorative fixtures appropriate for the time period. An example of each is shown below. Refer to the lighting layout in the corresponding schematic plans provided with the narrative This layout is for option #1, option #2 will have a similar layout just less cope with no kitchen and multipurpose room.



Dance Hall Pendant



Dance Hall Sconce



Truss Mounted Channel Uplight

Provide a lighting control dimming system similar to Lutron Athena with Energi Savr modules to dim and control the dance hall and exterior lights. Each layer of light should be controlled on its own dimming zone. A touch screen control station to control the lights in the dance hall should be coordinated with the owner. The touch screen should have preset scenes as well as a manual option to set up a custom scene.

The exterior lighting shall be auto on and auto off using a time clock and photosensor connected to this same lighting control system, these lights just wont need to be dimmed.

~~Option 1 Enclosed~~

~~For the hall to access the restrooms that will remain open a round vandal resistant light fixture shall be used. This will have a motion sensor in it behind the lens to turn lights on and off automatically. Fixture shall be similar to Luminare LED #ARV13.~~



Restroom Hall Vandal Resistant

For the halls connecting the new addition to the historic dance hall provide surface mounted period style fixtures. This will help tie the new space into the historic dance hall. These lights will be controlled with the same Lutron control system as the dance hall and just be placed on their own zone.



Ceiling Surface Mount

For the multipurpose room provide a combination of the period wall sconces and surface mounts found in the hall and dance hall. It will probably be helpful to include small aperture, 3" or 4" recessed downlights as well to help boost light levels in this room making it more flexible for uses that will require higher light levels. The lighting controls should be local dimmers that control the sconces, decorative ceiling and recessed downlight separate. Motion sensors shall be placed in the space to make sure lights go off when the space is not occupied.

For the kitchen provide a lensed LED recessed troffer providing 50 footcandles of light required by the health department. A simple troffer like Lithonia #BLT is an example. The lighting controls will be a dimmer switch at the door with ceiling mounted motion sensors to make sure lights are off when the space is not occupied.



Kitchen Troffer

Option 2 Open Air

Provide a recessed step light in all planting beds between the dance hall and the bathroom core to provide a soft glow of light. Provide a step light similar to Ligman type URA-40691. These should be controlled with the string lights around the exterior of the building and be auto on/off.



Step Light

The sconces used in the open air version of the dance hall will probably need to be wet listed due to their proximity to the openings.

Fire Alarm:

Both Options

The building is a type A occupancy with a load of more than 300. This will require a manual detection and notification system. Provide manual pull stations at all exits. Provide a smoke detector in all enclosed spaces. In

large rooms space smoke detectors about 30' apart. Provide a horn strobe every 75' in all occupied spaces. Provide a fire alarm control panel in the utility room.

~~Option 1 Enclosed~~

~~Provide duct detectors for each roof top unit. Provide unit shut down relays that will turn off roof top units when the fire alarm system is going off.~~

Access Control:

We do not anticipate any electronic access control on this site.

Security:

Both Options

The security system shall record and store 30 days worth of data. This head end can be located in the utility room. Provide four cameras around the exterior to monitor the outside of the building.

Provide two cameras in the dance hall on opposite ends to monitor the dance space.

~~Option 1 Enclosed~~

~~Provide a camera in the meeting room.~~

Provide a camera in the kitchen.

Provide two cameras to monitor the hall connecting the dance hall to the restroom core.

Tele/Data:

Both Options

Provide a small wall mounted rack in the utility closet to house some basic telecom. Anticipate two WAP for wifi in the dance hall.

~~Option 1 Enclosed~~

~~Provide a WAP in the multi purpose room.~~

Provide a WAP in the kitchen.

Audio/Visual:

Both Options

Provide a sound system in the utility room rack. At a minimum we would anticipate this to have access to the internet for a subscription music program. There should also be Bluetooth for users to hook up their own music. In the music hall provide connections for DJs to connect into the sound system. This system should also have a wireless microphone that can be used over the speakers.

Provide speakers mounted to the end walls and on both sides of trusses. These speakers should be high quality three way speakers able to produce a high quality sound expected at a dance hall. Anticipate about 18 speakers.

~~Option 1 Enclosed~~

~~Provide four recessed speakers in the hall between the dance hall and restroom core that plays the same sound as the dance hall.~~

Provide a large, roughly 65", wall mounted TV in the multipurpose room. Provide a wall plate below the TV recessed in the wall for user input. These should include USB and HDMI. Provide six recessed speakers in the space that play any sound from the TV in the space.



KEY	DESCRIPTION
-----	-------------

LIGHTING CONTROL SCHEDULE	
KEY	DESCRIPTION

1	THREE ZONE SWITCH WITH ON/OFF AND DIM FOR EACH ZONE
M1	CEILING MOUNTED DUAL TECHNOLOGY MOTION SENSOR

10 OLD MAN'S TRAIL
MANITOU SPRINGS, CO 80829

Delta	Description	Date Issued
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[illegible]

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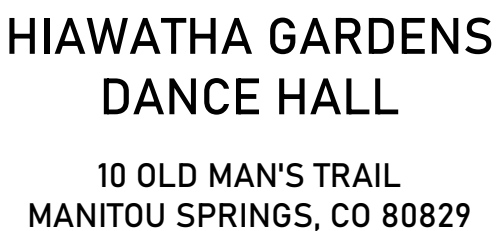
LIGHTING PLAN OPTION #1

CONCEPT DESIGN
2024.10.24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
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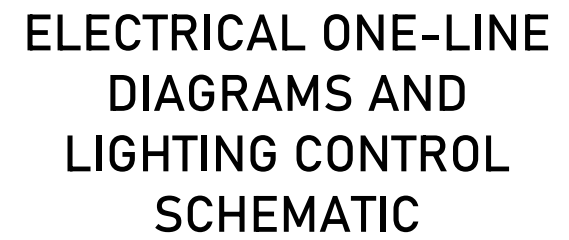
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Delta	Description	Date Issued
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CONCEPT DESIGN
2024-10-24

PROJECT No.	PRINCIPAL IN CHARGE	PROJECT MANAGER	CHECKED BY
2024-004	KLY	KLY	KLY

SHEET No.

E102



October 21, 2024

Hiawatha Gardens Historic Dance Hall Manitou Springs, CO

Mechanical and Plumbing Schematic Design Narrative

This narrative is to describe the mechanical and plumbing systems to be utilized at the Historic Hiawatha Gardens Dance Hall. The site is being designed around two individual concepts; ~~the first option is to have an enclosed dance hall and adjoining restroom/utility spaces~~, the second option is to have an open air dance hall and a separate building that will contain restroom facilities for the site. ~~The building in option one consists of +/- 8,200 square feet with approximately 5,000 SF of open meeting/dance space. The remaining spaces include a meeting room, storage area, warming kitchen, restrooms and a utilities room.~~ For Option two the dance hall footprint remains the same but the space is open to the environment with no environmental control. The second building of option two consists of +/- 800 square feet of restrooms and storage only. The plumbing and mechanical systems capacities will be sized to accommodate the areas noted above.

The following codes will be utilized for the design basis:

- IBC 2021
- IMC 2021
- IPC 2021
- IFGC 2021
- IECC 2021 (Prescriptive Path)

Design Conditions (Per client design guidelines and ASHRAE)

Colorado Springs, CO, USA
6,300'

Outside ambient temperatures

Summer DB	92.0 F
Summer WB	61.0 F
Winter DB	-10.0 F (5-year minimum)

Occupied room temperatures

Cooling 75.0 F
Heating 70.0 F

Commissioning will be required for the mechanical and plumbing system as required by the 2021 IECC.

Mechanical System

The mechanical system shall be designed to match the two distinct floor plan options and each option will have different requirements. ~~For option one heating and cooling will be designed for all spaces~~, while for option two the detached restroom building will be designed for heating only and the dance hall shall remain unconditioned.



Option one will be designed using single-zone dual fuel heat-pump rooftop units with dry-bulb economizers. The anticipated equipment layout and distribution for option one will be as follows:

RTU-1

Serves Dance Hall
Approximately 5,000 S.F.
25 nominal Ton unit

RTU-2

Serves Auxillary spaces
Approximately 3,200 S.F.
12.5 nominal Ton unit

Separate from RTU-2 in option one the exterior accessible restrooms cabinet unit heaters 0.5 kW cabinet heaters will be utilized and in the utilities space a 1 kW unit heater will be used.

Option two will utilize radiant heaters in the necessary spaces to maintain temperature and prevent freezing. Radiant heat panels will be utilized in the ceiling to produce the necessary load. The panels will each be 750W and 2'x4' in size. One panel will be required for each family restroom. For the larger gendered restrooms, three panels will be required for each space. In the utility room a 0.75 kW unit heater will be utilized.

General exhaust shall be provided for the restrooms and janitor closet in both design options. In both design options a quantity of 850 cfm is required total. In option one a single roof mounted exhaust fan will be utilized to cover this load. In option two a single inline fan will be utilized and will exhaust the required cfm to a louver.

Ceiling fans will be provided in the dance hall in option two. A quantity of three fans similar to Canarm model H-9330 is recommended.

Plumbing System

Plumbing design will be outside to 5'-0" beyond the building. Beyond 5' outside of the building, civil engineering plans shall be referenced. The building will be provided with new domestic cold water, domestic hot water and hot water recirculation, and sanitary sewer piping. Plumbing fixture counts shall be taken from the architectural plans. Plumbing fixtures shall meet ADA requirements. The plumbing system requirements will remain mostly identical between the two design options. The hot water system shall consist of a 50 gallon 8 kW electric water heater. The hot water system will consist of a hot water recirculation pump that runs on an occupied/unoccupied schedule on an aquastat.

The plumbing system will consist of a 1-1/2" domestic cold water tap and meter. The domestic cold water service from the meter to the building will be upsized to 2" to accommodate for pressure losses. It is assumed that the cities' water main has enough pressure that a domestic water booster pump is not required.

All water lines throughout the building shall be Type L copper with wrought solder fittings.

A 4" sanitary line and 3" vent line will serve all plumbing fixtures.



All waste lines on the interior of the building shall be cast-iron. All waste line connections shall be made with Husky H4000 bands or equal. All waste lines below grade shall be PVC.

~~For the option one rooftop units a new gas line and meter will be required. The gas line will be 3/4" in size and supply gas at 2.0 psi.~~

The plumbing fixture specifications shall be as follows:

- Water closets shall be 1.28 GPF vitreous china with battery-powered flush valves.
- Urinals shall be pint flush vitreous china with battery-powered flush valves.
- Lavatories shall be wall hung vitreous china with wall carriers connected to the floor, and 0.5 GPM auto faucets. Each lavatory faucet shall have a thermostatic mixing valve mounted as close to the bottom of the fixture as possible to avoid tampering. Insulation kits shall be provided below all lavatories for accessibility.
- Floor drains shall be nickaloy finish. All floor drains shall have Trap Guards. There shall be floor drains located in the kitchen, restrooms, and utility room.
- Floor sinks shall be white acid-resistant finish. There shall be a floor sink provided for the water entry backflow preventor.
- A wall hydrant in a lockable box at the exterior of the building shall be provided. The hydrant shall have a shut-off valve on the interior of the building as well.
- The roof shall have gutters, refer to architectural.
- ~~• As part of option one only the warming kitchen shall have single compartment sinks with a garbage disposal unit and faucet. An additional sink will also be available in the meeting room.~~
- A molded stone mop service basin with faucet having integral and check stops shall be provided in the utility room.
- Water hammer arrestors shall be provided as required, with access panels.
- Gas Piping will be schedule 40 black steel and paint on the roof.
- ~~• Roof hydrants will be located near mechanical equipment on the roof for option one.~~

End of Narrative

Hiawatha Gardens Ecological Characterization Study Manitou Springs El Paso County, Colorado

On Behalf of:

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Prepared by:



2435 Research Parkway
Suite 300
Colorado Springs, CO 80920

October 24, 2024

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1.0 Introduction

Matrix Design Group, Inc. (Matrix) prepared this Ecological Characterization Study per Manitou Springs Code Ordinance 18.03.10.5 on behalf of the City of Manitou Springs for the proposed drainage improvements at the historic Hiawatha Gardens building, located in Manitou Springs, El Paso County, Colorado. The proposed project includes concept level parking and pedestrian improvements, landscape improvements, and potential improvements to the adjacent Fountain Creek channel and floodplain.

2.0 Methods

For this assessment, Matrix first conducted a desktop analysis of the project area to determine whether known federal threatened and endangered species or critical habitat have been documented within or immediately adjacent to the proposed project area. Matrix queried the following sources to gain more information about the project area:

- The U.S. Fish and Wildlife Service (USFWS), Information for Planning and Consultation (IPaC) Official Species List for candidate, threatened, or endangered species, and their critical habitat for the project area (USFWS, 2022b)
- The Colorado State Wildlife Action Plan (CSWAP) and Colorado's Conservation Data Explorer (CODEX) for state listed Species of Greatest Conservation Need (SGCN) (CODEX, 2023)
- The U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) stream and waterbody data for a list of streams, waterbodies, and watersheds that intersect with the project area (USGS, 2022).
- The USFWS National Wetland Inventory (NWI) for a list of wetland and open water habitat that intersect with the project area (USFWS, 2022a).

A literature review was conducted for pertinent information on each USFWS federally listed species and Colorado state-listed species regarding their habitat preferences, life history requirements, distinguishing features, mobility/home-range requirements, reproductive needs, and sensitivity to anthropogenic disturbances.

A subsequent field review of the project area was conducted by Matrix staff on September 18th, 2024. In accordance with Code Ordinance 18.03.10.5, Matrix assessed the following:

- wetlands and perennial streams
- native and non-native vegetation communities
- locate and identify trees greater than 3 inches indicating their size and health
- passively record wildlife observed

The findings of the desktop analysis and field visit are summarized below. Features observed and recorded in the project area were located using a handheld GPS unit with sub-foot accuracy. This includes trees, ordinary high-water mark, top of bank, and shoreline.

3.0 Results

3.1 Wildlife Use of the Area and Habitat Value

The Endangered Species Act (ESA) of 1973 is administered the U.S. Fish and Wildlife Service (USFWS) and protects threatened and endangered species and their habitats. Potentially significant adverse effects

to federally listed species and/or their habitats require consultation with USFWS under Section 7 or Section 10 of the ESA. Effects on candidate species do not require formal consultation. USFWS serves as the deciding authority on the designation and development of species-specific conservation banks.

Under the ESA it is unlawful for any person to “take” an endangered species, including any significant habitat modifications that could alter species behaviors, such as mating or foraging, or other actions that may result in the further decline of that species. Therefore, a preliminary desktop analysis for any federally listed species that could occur at or near the project area was conducted. The IPaC report identified eight federally threatened, endangered, or candidate species that may be impacted by activities at or near the project, which are listed in [TABLE 1](#). Only species with the potential to occur will be evaluated for any constraints to development.

Table 1. Threatened and Endangered species with potential to occur in project area

Scientific Name	Common Name	Species Type	USFWS Status	Potential to Occur
<i>Canis lupus</i>	gray wolf	mammal	Experimental in CO	No
<i>Charadrius melodus</i>	piping plover	bird	Threatened	No
<i>Danaus plexippus</i>	monarch butterfly	insect	Candidate	No
<i>Laterallus jamaicensis</i>	eastern black rail	bird	Threatened	No
<i>Perimyotis subflavus</i>	tricolored bat	mammal	Proposed endangered	Yes
<i>Scaphirhynchus albus</i>	pallid sturgeon	fish	Endangered	No
<i>Spiranthes diluvialis</i>	Ute ladies'-tresses	plant	Threatened	No
<i>Strix occidentalis lucida</i>	Mexican spotted owl	bird	Threatened	No, final critical habitat

USFWS defines critical habitat as an area of land and water with physical and biological features that are essential for the conservation of a threatened or endangered species that may require special management considerations or protections (USFWS, 2004). The project area lies within final critical habitat for the Mexican spotted owl (*Strix occidentalis lucida*) (MSO) as defined by USFWS. MSOs prefer both forested and rocky-canyon habitats, disconnected from human encroachment (USFWS, 2023a). Following correspondence with local USFWS biologist, Kyle Lemaire, due to the urbanization and high human traffic throughout the City of Manitou Springs, MSOs are not expected to inhabit the project area, nor the surrounding area; therefore, this project is not expected to have adverse impacts on MSOs nor will there be any restrictions or limitations to the project construction due to the designated critical habitat.

The tricolored bat (*Perimyotis subflavus*) (TCB) is one of the smallest bats that is native to North America and can be found roosting in forests, caves, mines and/or human structures, such as barns, porch roofs, and bridges. In the winter months (November to April), they are known to hibernate in caves, mines, and the occasional road-associated culvert and/or bridge, where caves are less abundant. Their preferred prey items include small insects such as caddisflies, moths, beetles, wasps, and flies and are usually found foraging in the early evening along forest edges and over waterways. During the site visit, Matrix biologists observed suitable habitat throughout the project area, including large trees and various bridge and culvert structures that could potentially be utilized as roosting locations.

Following correspondence with local USFWS biologist, Kyle Lemaire, an informal decision of “may affect, not likely to adversely affect” determination was discussed. Due to the potential adverse effects to a

federally listed species and their habitat, the project will likely require consultation with USFWS under Section 7 or Section 10 of ESA (USFWS, 2022b) in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.

When planning for the construction of the project, it is recommended that development activities follow the proposed [Voluntary Environmental Review Process for Development Projects](#) developed by the USFWS to limit any potential impacts to the TCB or their habitat, during the disturbance. Due to the TCB being listed as proposed endangered, minimal conservation measures have been outlined by USFWS. Through conversations with USFWS and internal research, Matrix's recommendations include, but are not limited to, a qualified biologist completing bat presence/absence surveys within culverts and under bridges, prior to construction, in addition to restricting the removal of suitable roosting trees and shrubs during the summer months, outside of hibernation and active pup season (April to July), when individuals have the ability to depart from their potential roosting areas (USFWS, 2024).

3.2 Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) protects all migratory birds, raptors, and their active nests. The MBTA prohibits the removal or disturbance of active nests that would result in the loss of eggs or young. Migratory birds and raptors could potentially be impacted by the project, both directly through habitat loss and indirectly due to sound disturbance related to construction activities. Colorado Parks and Wildlife (CPW) recommends all construction-related disturbances occur outside of the migratory bird and raptor nesting season, January 15 through September 30. If disturbance occurs within the nesting season, it is recommended that a qualified biologist conduct a survey of the project area for nesting migratory birds within seven (7) days prior to clearing/grubbing or other construction activities. Desktop analyses identified twelve birds of conservation concern that may be impacted by activities around the project, which are listed in [TABLE 2](#).

Table 2. Migratory bird species of concern with potential to occur in project area

Scientific Name	Common Name	State Status*	SWAP** Tier	Potential to Occur
<i>Haliaeetus leucocephalus</i>	bald eagle	Eagle Act		No
<i>Selasphorus platycercus</i>	broad-tailed hummingbird	BCC		Yes
<i>Larus californicus</i>	California gull	BCC		No
<i>Haemorhous cassinii</i>	Cassin's finch	BCC	Tier 2	No
<i>Nucifraga columbiana</i>	Clark's nutcracker			No
<i>Coccothraustes vespertinus</i>	evening grosbeak	BCC		Yes
<i>Psiloscops flammeolus</i>	flamulated owl	BCC		No
<i>Aquila chrysaetos</i>	golden eagle	Eagle Act	Tier 1	No
<i>Melanerpes lewis</i>	Lewis's woodpecker	BCC	Tier 2	Yes
<i>Contopus cooperi</i>	olive-sided flycatcher	BCC	Tier 2	No
<i>Gymnorhinus cyanocephalus</i>	pinyon jay	BCC		No
<i>Leiothlypis virginiae</i>	Virginia's warbler	BCC	Tier 2	No

*BCC = Bird of Conservation Concern, **SWAP = State Wildlife Action Plan

There are three species of migratory birds that have the potential to be present at the project area, broad-tailed hummingbirds, evening grosbeaks, and Lewis's woodpecker. Construction timing should aim to occur outside of active nesting times for each species. Nesting for the identified species occurs from April to September. All vegetation removal, thinning, or other construction activities that impact vegetation should occur outside of the nesting window to prevent damage to nesting trees or direct take of adults, chicks, or eggs. If construction activities cannot occur outside of this window Matrix recommends for surveys to be conducted by a qualified biologist no fewer than five (5) days prior to construction activities to determine the presence/absence of the species noted. If active nests or nesting behaviors are observed, precautionary measures like buffer zones for work should be implemented to reduce any adverse impacts to the nesting birds. More information on [Nationwide Standard Conservation Measures](#) are provided by USFWS to reduce stress on nesting birds during development.

3.3 State and Local Protections and Considerations CODEX

Colorado's Conservation Data Explorer (CODEX) considers biological diversity, lands, hydrology, and other natural resources including potential impacts to threatened, endangered, and special concern species and their habitat within project areas. During our CODEX review, which includes a one-mile buffer of the project area, five Tier 1 Species of Greatest Conservation Need (SGCN) were noted to potentially occur within the project area, which are listed in [TABLE 3](#).

Table 3. SWAP Tier 1 species of concern with potential to occur in project area

Scientific Name	Common Name	Species Type	SWAP Tier	Potential to Occur
<i>Zapus hudsonius preblei</i>	Preble's meadow jumping mouse	mammal	Tier 1	No
<i>Corynorhinus townsendii pallascens</i>	Townsend's big-eared bat	mammal	Tier 1	Yes
<i>Leucosticte australis</i>	brown-capped rosy-finch	bird	Tier 1	Yes
<i>Myotis lucifugus</i>	little brown myotis	mammal	Tier 1	Yes
<i>Myotis thysanodes</i>	fringed myotis	mammal	Tier 1	Yes

The brown-capped rosy-finch can be found in higher alpine areas near meadows where they forage for seeds and insects along the edges of areas with melting snow. In the winter, they move to lower elevations to more forested habitats. Nests for this species have been found as high as 14,000 ft and are typically made in cliffs, caves, and old rockslides. This species has the potential to occur in this area during the winter months, however, there is no breeding habitat in the area so it is unlikely that they would be impacted by construction activities.

Townsend's big-eared, Mexican free-tailed (*Tadarida brasiliensis*), and myotis bat winter hibernacula habitat was identified within 1-mile of the project area. It is unlikely that construction activities will impact these species. However, removal of potential roosting trees should be minimized as possible, therefore, Matrix recommends that the removal, thinning, or alteration of any vegetation should be timed in accordance with the limits already set by the tricolored bat.

3.4 Habitat Considerations

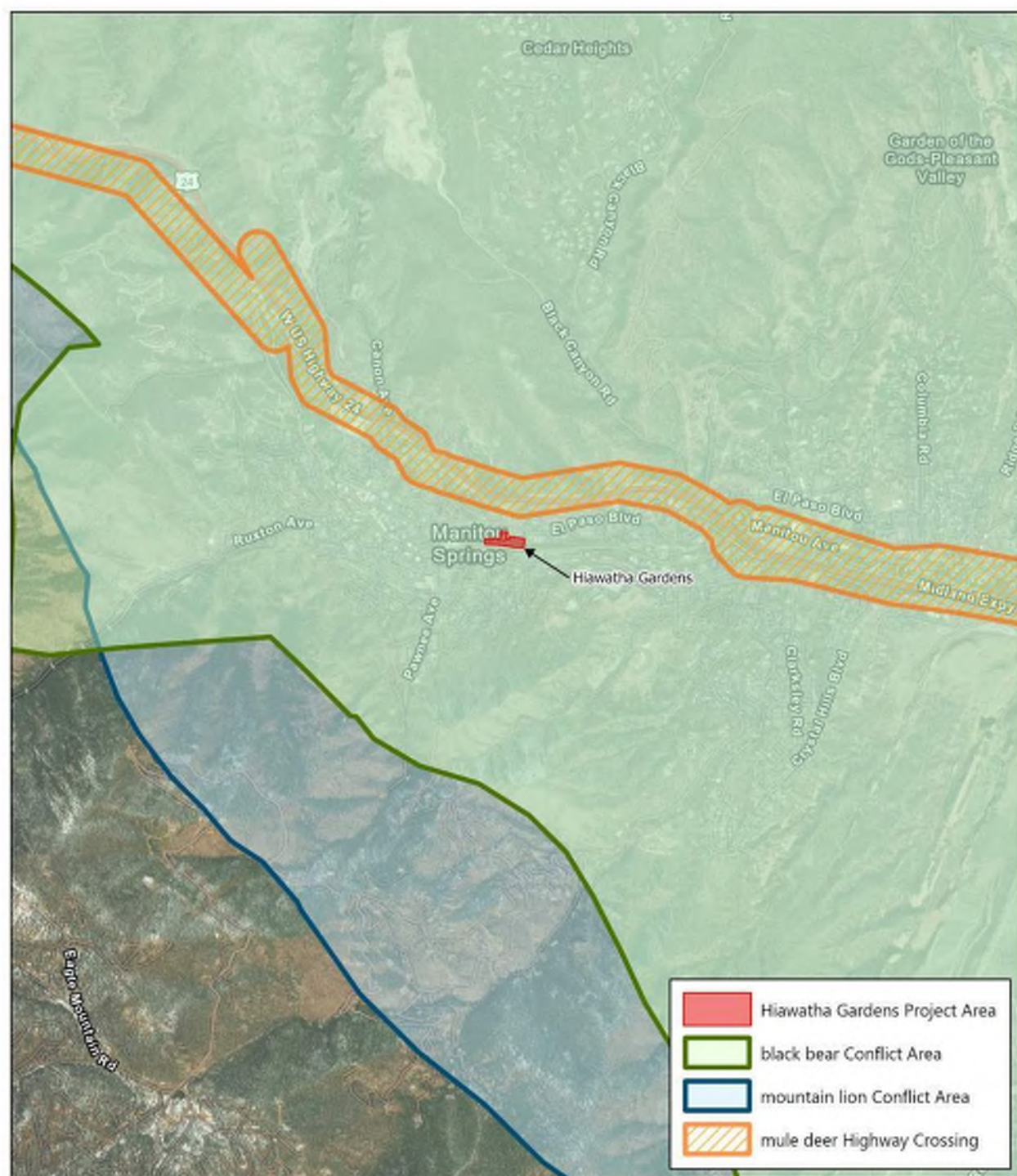
The project area is located along Fountain Creek which likely provides a movement corridor for large and small wildlife species [e.g., amphibians, reptiles, small mammals, and arthropods (insects and spiders, including pollinators), mule deer, and coyotes]. Signs of mule deer, including tracks and scat, were

observed along Fountain Creek during the visit to the project area. Other observations included black-capped chickadee (*Poecile atricapillus*), American crow (*Corvus brachyrhynchos*), hairy woodpecker (*Dryobates villosus*), and black-billed magpie (*Pica hudsonia*). A common garter snake (*Thamnophis sirtalis*) was observed near the creek during the visit which suggests the use of the area by this species. Due to the current conditions of the project area being an existing parking lot with an existing building and pedestrian and vehicular traffic moving through the site at regular intervals, it is unlikely that any species, beyond migratory birds, is spending a considerable amount of time within the project area for cover, nesting, or roosting. It is likely that Fountain Creek, and the associated vegetation, provides enough cover for wildlife to use the southern boundary of the project area as a movement corridor and short-term stopping place for water and foraging.

This area has been identified as a black bear and mountain lion human-wildlife conflict area by CPW (FIGURE 1). In developing the land adjacent to Fountain Creek there are opportunities to reduce conflict with nuisance wildlife species (e.g., prairie rattlesnake, raccoons, red fox, coyote, and mule deer) from negative interactions with people, their pets, and vehicles. Revegetation and landscape design in the project area should focus on reducing human-wildlife conflicts by keeping dense vegetation away from the surrounding commercial properties. CPW provides guidance for developers to reduce conflicts with wildlife: [Colorado Parks & Wildlife - Developing with Wildlife in Mind \(state.co.us\)](https://state.co.us/colorado-parks-wildlife-developing-wildlife-mind). This will help to keep species moving through the area near the floodplain of Fountain Creek and discourage movement through adjacent properties. Any changes to culverts, storm outfalls, or other structures potentially used for wildlife movement should be evaluated and the design will be adjusted to maintain or improve the safe passage of wildlife through the greater corridor while remaining mindful of human and wildlife safety.

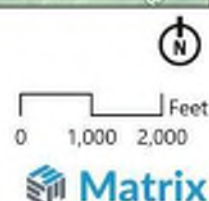
To the North of the project area, CPW has identified a mule deer highway crossing area across State Highway 24 (FIGURE 1). While we can assume mule deer are present within the Fountain Creek corridor, and thus likely use a portion of the project area as a movement corridor, there are no impacts to development because of the designated mule deer highway crossing. It is recommended that CPW's *Developing with Wildlife in Mind*, linked above, be utilized as a guide for design, and that careful consideration be given to the planting palette for landscape design to deter deer from becoming a nuisance within the new development.

Figure 1. Wildlife-Human Conflict Areas



HIAWATHA GARDENS
FIGURE: WILDLIFE-HUMAN CONFLICT AREAS

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.5 Wetland Boundary and Ecological Function

The project area is located within the Fountain Hydrologic Unit Code (HUC) 11020003, an approximately 594,176-acre watershed (FEMA, 2023). Based on a review of the USFWS National Wetlands Inventory (NWI), the project area contains Fountain Creek, which is classified as riverine unknown perennial, unconsolidated bottom, permanently flooded (R5UBH) (USFWS, 2023b). (FIGURE 2).

Figure 2. Fountain Creek at Hiawatha Gardens



Matrix staff visited the project area to delineate the limits of aquatic resources, including wetlands and the ordinary high-water mark (OHWM) that may be subject to CWA Section 404 jurisdiction (Waters of the U.S. or "WOTUS"). Additionally, the top of bank and shoreline were delineated as required by the City of Manitou Springs Code Ordinance 18.03.10.5. Approximately 0.01 acre of palustrine emergent (PEM) wetlands were mapped within the project area and contained hydrophytic vegetation, hydric soils, and indicators of hydrology. These wetlands are assumed to be sustained by Fountain Creek continuous flows and seasonal flooding. Emergent wetlands were primarily dominated by reed canarygrass (*Phalaris arundinacea*, Facultative Wetland [FACW]), bluejoint (*Calamagrostis canadensis*, FACW), and orchardgrass (*Dactylis glomerata*, Facultative Upland [FACU]). Wetlands were primarily confined to the fringe and floodplains of Fountain Creek. Wetland/upland transitions were delineated based on changes in vegetation community composition and presence or lack of wetland hydrology indicators. Two data points were collected along the wetland/upland transitions during the delineation to characterize the changes in vegetation, soil, and hydrology. Soils within the wetlands were recorded as 2.5YR 4/4, 7.5YR 3/2, and 10YR 2/1, fitting the Hydrogen Sulfide (A4) hydric indicator. Soil textures within wetlands consisted primarily of gravel and sand. Indicators of wetland hydrology included the primary indicators of Saturation (A3) and Hydrogen Sulfide Odor (C1). Secondary hydrology indicators observed included Drainage Patterns (B10), Geomorphic Position (D2), and FAC-Neutral Test (D5). These wetlands provide minimal ecological function through small amounts of filtration during high flow events, by improving water quality through the removal of pollutants and sediment within the channel.

Fountain Creek is shown as a perennial tributary to the Arkansas River on the USGS Fountain, CO Quadrangle Map and USGS NHD. Field observations confirmed the location and extents of Fountain Creek, running parallel to Manitou Ave and flowing from west to east, below Old Mans Trail, through the center of the project area.

The OHWM was primarily delineated based on water staining on the retaining walls, changes in slope, and changes in vegetation species and cover. This section of Fountain Creek is largely constricted by retaining walls, development, and high levels of foot traffic. Based on the OHWM delineation, approximately 0.24 acres and 675.2 linear feet of Fountain Creek were mapped within the project area.

All mapped resources, including delineated wetlands, OHWM, shoreline, and top of bank, per City of Manitou Springs Code Ordinance 18.03.10.5, can be referenced in [FIGURE 3](#).

Figure 3. Ordinary High Water Mark, Top of Bank, and Shoreline



HIAWATHA GARDENS
FIGURE: AQUATIC RESOURCES

EL PASO COUNTY
NAD 1983 STATE PLANE (2011) COLORADO CENTRAL
SOURCE(S): ESRI



3.6 Prominent Views

Views from the project area include Pike's Peak, the Manitou Incline, Fountain Creek, and the historic Hiawatha Gardens building (FIGURE 4). From the parking area, there are clear views of Pike's Peak and the Manitou Incline to the west. In the center lies the historic Hiawatha Gardens building with a painted mural. Fountain Creek runs west to east through the project area and multiple trails allow access near the creek and provide views of the waterway and large shade trees. Design plans should consider these views and creek access when proposing vegetation and general design to maintain or enhance these characteristics.

Figure 4. Representative photos of the site including views of Pike's Peak, Manitou Incline, the historic Hiawatha Gardens building, and Fountain Creek



3.7 Vegetation Communities

Vegetation in the project area is heavily associated with Fountain Creek with most plants occurring along its banks. There are little to no plants within the parking area of Hiawatha Gardens apart from a few juniper (*Juniperus sp.*) and pine (*Pinus sp.*) species near the current bus stop on Old Mans Trail and along El Paso Blvd to the north of the project area where there are other shrubs including rubber rabbitbrush (*Ericameria nauseosa*), and various forbs including annual sunflower (*Helianthus annuus*), Rocky Mountain beeplant (*Cleomella serrulata*), and ornamental grasses. Along the southern end of the parking area, along Fountain Creek there are large crack willows, Siberian elms, and cottonwood trees providing shade for the creek and a portion of the parking lot, while also providing a visual barrier between the project area and Manitou Avenue.

Although many of the large trees are considered invasive or noxious species by the Colorado Department of Agriculture, these mature and healthy trees provide much needed shade to the area, screening, and

habitat for various songbird species in the area. This higher vegetation coverage near the creek helps to keep wildlife moving through the project area and reduces the likelihood of them venturing into the surrounding properties or onto Manitou Avenue. Design plans should consider saving trees along Fountain Creek while still accommodating necessary channel improvements. While not an exhaustive list, the TABLES 4 AND 5 below list the species observed within the project area.

Table 4. Native species observed in the project area

Scientific Name	Common Name	Category	Wetland Status
<i>Cleome serrulata</i>	Rocky Mountain beeplant	Forb	FACU
<i>Ericameria nauseosa</i>	rubber rabbitbrush	Shrub	NI
<i>Fraxus pennsylvanica</i>	green ash	Tree	FAC
<i>Helianthus annuus</i>	common sunflower	Forb	FACU
<i>Juniperus scopulorum</i>	Rocky Mountain juniper	Tree	NI
<i>Populus deltoides</i>	plains cottonwood	Tree	NI
<i>Robinia pseudoacacia</i>	black locust	Tree	FACU
<i>Rosa woodsii</i>	Woods' rose	Shrub	FACU
<i>Salix amygdaloides</i>	peachleaf willow	Tree	FACW
<i>Symphoricarpos albus</i>	common snowberry	Shrub	FACU

Table 5. Non-native and invasive species observed in the project area

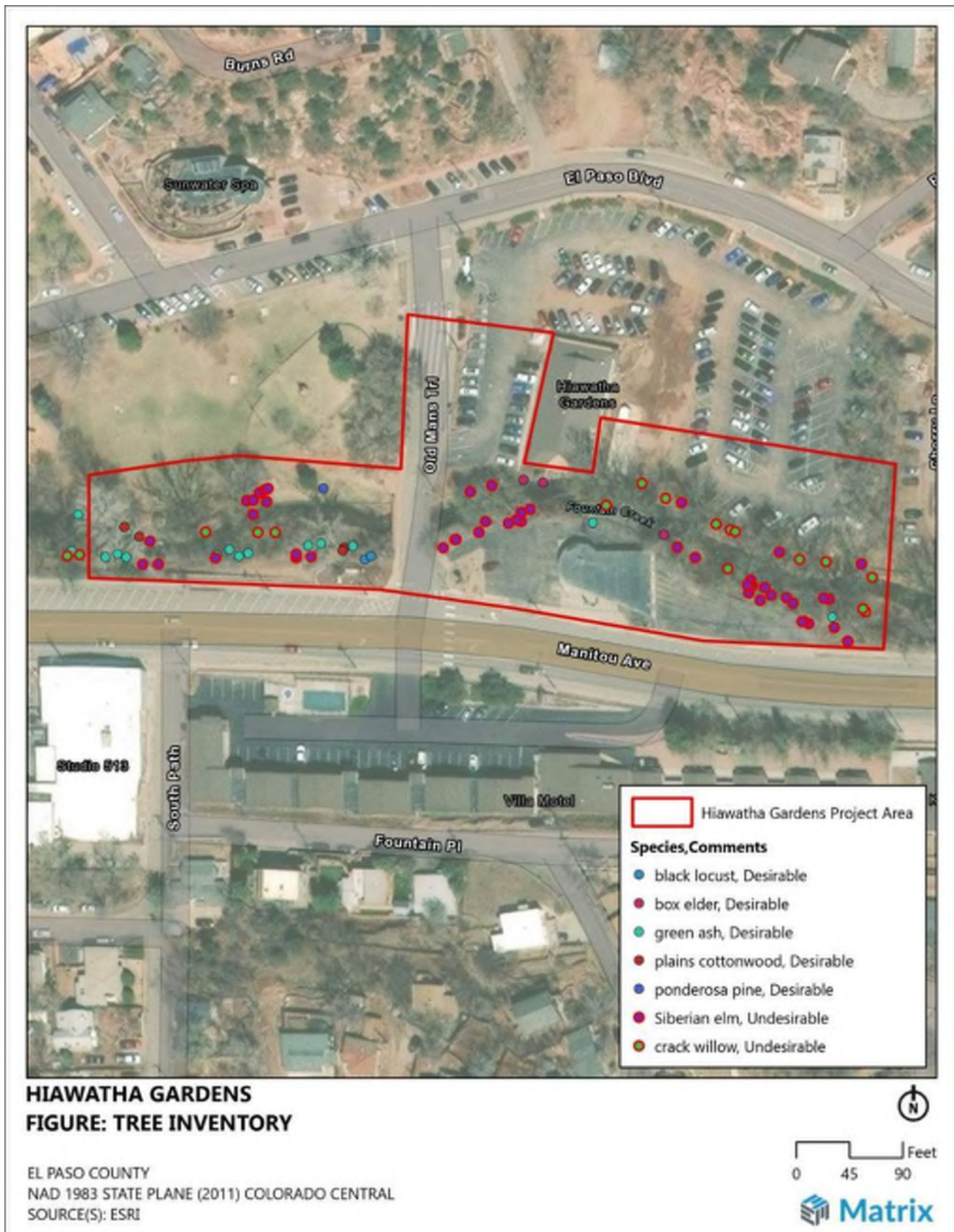
Scientific Name	Common Name	Category	Plant Status
<i>Agrostis gigantea</i>	redtop	Grass	Introduced
<i>Dactylis sp.</i>	orchardgrass	Grass	Introduced
<i>Melilotus officinalis</i>	sweet clover	Forb	Introduced
<i>Cirsium arvense</i>	canada thistle	Forb	List B Noxious
<i>Saponaria officinalis</i>	bouncing bet	Forb	List B Noxious
<i>Artium sp.</i>	common burdock	Forb	List C Noxious
<i>Elmus pumila</i>	Siberian elm	Tree	List C Noxious
<i>Salix fragilis</i>	crack willow	Tree	Invasive

3.8 Habitat Features and Ecological Function

Most of the project area includes an existing historic building, unpaved parking lot, the edge of a city park, and a small social trail system along Fountain Creek. Memorial Park is a traditional Kentucky bluegrass (*Poa pratensis*) lawn park with sparse, large plains cottonwood and various pine and spruce (*Picea sp.*) trees. The creek is lined with large crack willows and an understory of smaller trees and large shrubs. There were palustrine emergent (PEM) wetlands identified along Fountain Creek within the project area near the crossing at Old Mans Trail. The parking area has small pockets of vegetation along El Paso Blvd that could support a small population of pollinators given the species observed. The large trees and more dense vegetation observed along Fountain Creek provide cover, foraging opportunities, and possible nesting opportunities for birds and small mammals. Fountain Creek could also provide foraging habitat for various amphibians and reptiles. Design plans should aim to protect existing vegetation in place as

design allows and provide additional pockets of native vegetation, specifically selected to provide forage for pollinators and birds. The following map provides locations for trees observed in the project area greater than 3 inches in diameter and whether the species are considered “Desirable” (native) or “Undesirable” (invasive or noxious). Matrix recognizes the benefits of keeping certain trees even if they are invasive or noxious due to the benefits they provide to the project. Additionally, while green ash is a native species, because of the emerald ash borer (*Agrilus planipennis*), these trees are susceptible to dying if they have not been inoculated and should therefore not be prioritized for avoidance.

Figure 7. Tree Inventory



3.9 Timing of Development and Mitigation

The proposed project would include improvements to the Fountain Creek channel to reduce flood danger and provide improvements to the parking area at the historic Hiawatha Gardens building. Based on review of the USFWS IPaC, CODEX report, and field conditions, Matrix determined there are potential impacts to various species or their habitats in the project area. Design and construction planning should consider the species and characteristics of the project area discussed above and summarized below.

- The project area is located within a critical habitat designation for Mexican spotted owls; however, no adverse impacts are anticipated;
- Black bear- and mountain lion-human conflict zones should be considered during design to reduce the chances of any conflicts following guidelines set by CPW;
- As design allows, healthy trees identified along Fountain Creek should be protected to maintain the wildlife movement corridor and provide shade and aesthetic value to the project;
- Due to the possible presence of the tricolored bat (proposed endangered) and the three identified migratory birds listed as Birds of Conservation Concern, trees should only be removed or thinned between October 15th and December 15th to prevent any “take” of those species or their habitats.
 - This time frame for vegetation removal and thinning is also beneficial for the other bat species identified in the report;
- Disturbances within the project area could result in the “take” of the tricolored bat due to the removal of trees that may be used as roosting trees during migration, mating, and pup-rearing periods. The project will likely require consultation with USFWS under Section 7 or Section 10 of ESA in the form of a Biological Assessment with a corresponding response in the form of a Biological Opinion, from USFWS.
- Potential occurrence of three migratory birds listed as Birds of Conservation Concern limits timing of development to occur outside of nesting seasons (April-September) or conduct nesting surveys by a qualified biologist five (5) days prior to any work.

4.0 References

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- [USFWS] Final Designation of Critical Habitat for the Mexican Spotted Owl; Final Rule. 2004. Available at: https://www.fws.gov/sites/default/files/federal_register_document/04-19501.pdf Accessed October 2024.
- [USFWS] Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Version 1.0. 2024. Available at: Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Development Projects Accessed October 2024.
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- [USFWS] U.S. Fish and Wildlife Service. 2022b. Information for Planning and Consultation (IPaC). Environmental Conservation Online System. Available at: <https://ecos.fws.gov/ipac/>. Accessed: October 2024.
- [USGS] U.S. Geological Survey. 2022. National Hydrography Dataset (NHD). Available at: <https://www.usgs.gov/core-science-systems/ngp/national-hydrography>. Accessed: October 2024.
- Wickersham, Lynn E. (Editor). 2016. The Second Colorado Breeding Bird Atlas. Colorado Bird Atlas Partnership and Colorado Parks and Wildlife. Denver, Colorado.

5.0 Representative Photos



Photo 1. Fountain Creek looking East towards Old Mans Trail from project area boundary



Photo 2. PEM designated wetlands along Fountain Creek looking West from Old Mans Trail



Photo 3. Fountain Creek looking West from edge of project area and large crack willow along bank

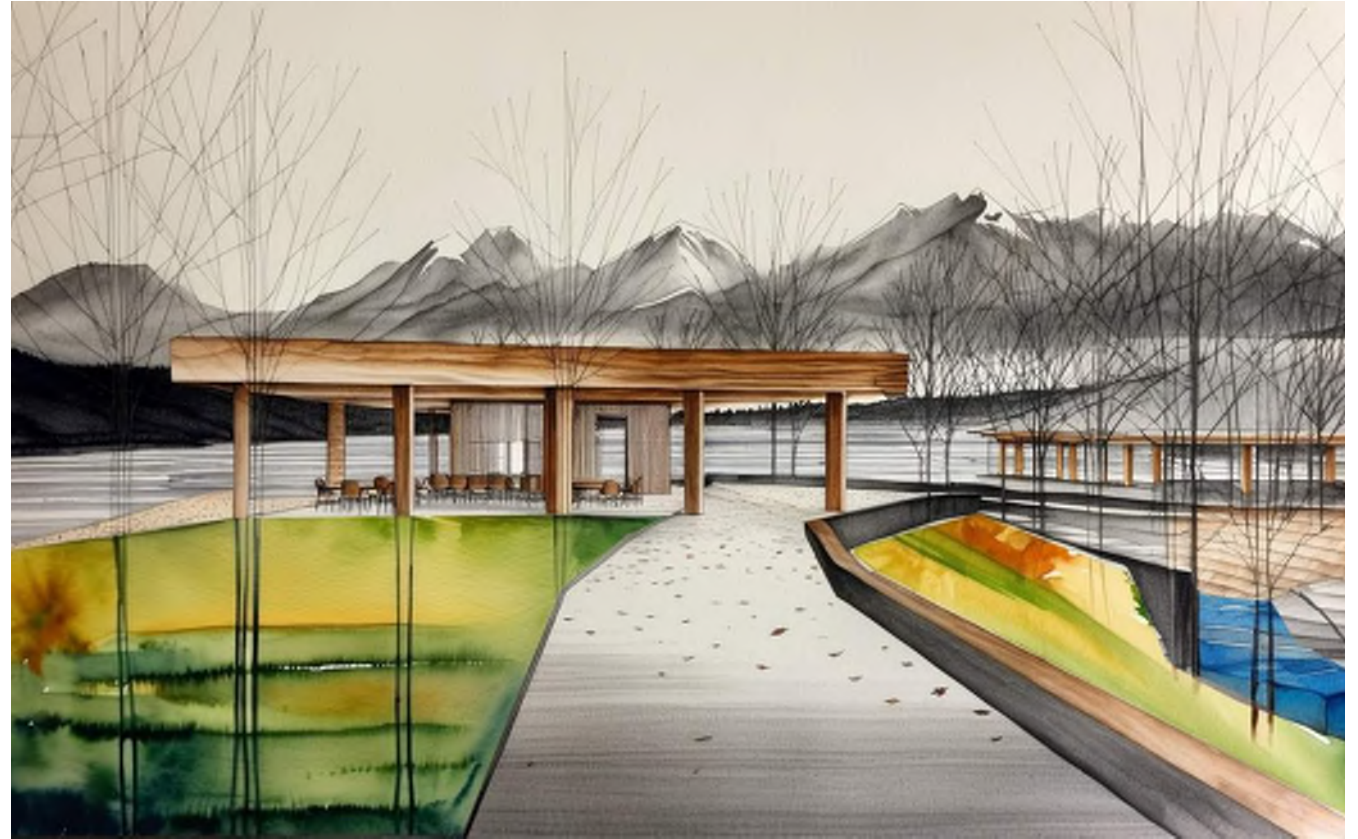


Photo 4. Hiawatha Gardens parking area



Photo 1. Parking area looking Northeast towards El Paso Blvd

CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK SITE EXPLORATION

GOALS

REDUCE BUS TRAFFIC ON EL PASO

REDUCE HIAWATHA GARDENS TRAFFIC ON EL PASO

IMPROVE THE CREEK WALK TRAIL

INCREASE ECONOMIC VALUE

INCREASE CREEK ACCESS

BRING ART AND EDUCATION INTO THE CORRIDOR



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK EXISTING SITE



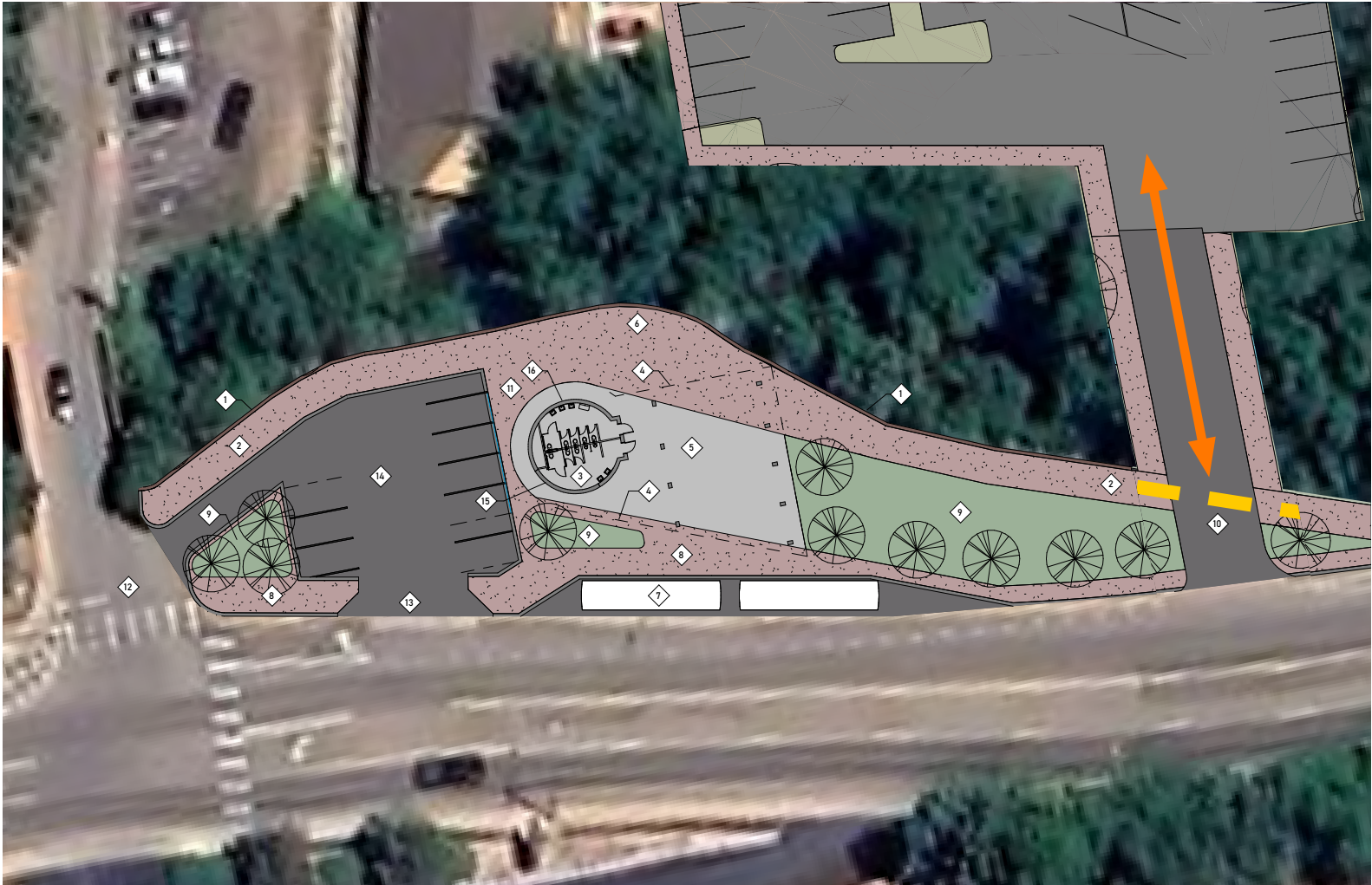
CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN

CHASE - OPTION 1 KEYNOTES

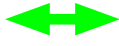
1. DEMO AND REPLACE METAL VEHICLE BARRIER ALONG ENTIRE NORTH EDGE WITH ORNAMENTAL PEDESTRIAN GUARD RAIL
2. NEW 10' WIDE CONCRETE CREEK WALK PATH; MANITOU RED
3. COMPLETE INTERIOR GUT OF EXISTING CHASE BANK BUILDING. REMODEL INTO RESTROOMS. CONCRETE FLOOR, TILE WALLS, WALL MOUNT WATER CLOSET AND LAVATORIES, HEATING ONLY. MATCH HIAWATHA GARDENS RESTROOM SCOPE IN GENERAL.
4. EXISTING CANOPY TO REMAIN. REMOVE EXISTING METAL SIDING AND REPLACE WITH NEW FINISH. ASSUME WOOD RAINSCREEN FOR PRICING. INSTALL NEW EPDM MEMBRANE.
5. COVERED PLAZA. CONCRETE SLAB; MANITOU RED
6. CREEKSIDE SEATING AREA
7. NEW CURB CUT FOR BUS PULL OFF
8. NEW CONCRETE; MANITOU RED
9. NEW PLANTER. ANNUAL BUSHES, PERENNIAL BUSHES, AND TREES
10. NEW VEHICULAR BRIDGE. RE; CIVIL
11. EXISTING BUILDING EXTERIOR WALL TO REMAIN. NEW WOOD RAINSCREEN OVER EXISITNG BRICK FOR PRICING.
12. ROADWAY REPAIR
13. EXISTING CURBCUT TO REMAIN
14. NEW PARKING LOT
15. INFILL EXISTING CURVED 20' X 8' STOREFRONT OPENING. ADD 10 NEW 24X72 WINDOWS WITH FROSTED GLASS.
16. 15 WALL MOUNTED BIKE RACKS

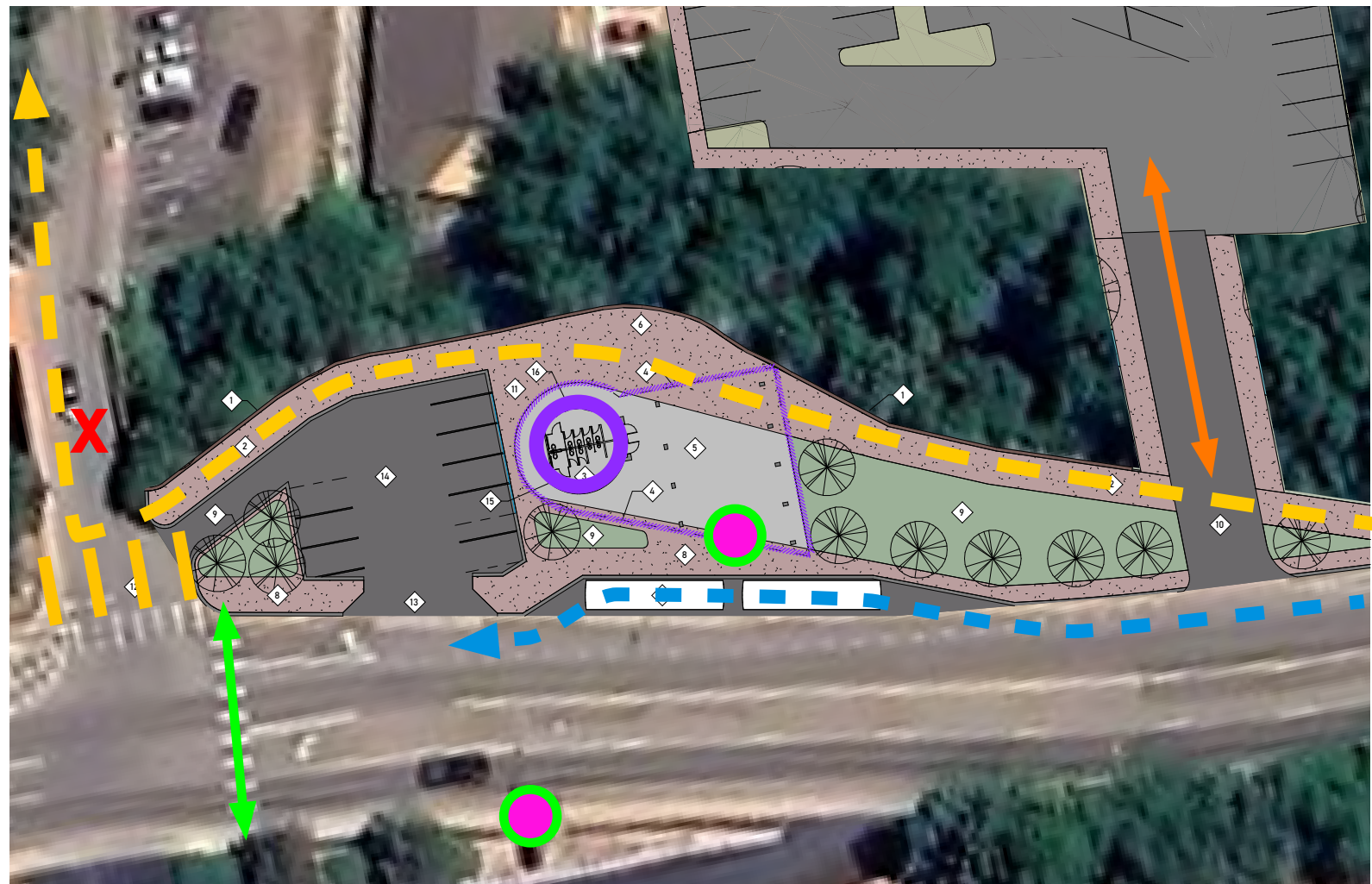


CITY COUNCIL WORK SESSION

2024-12-03

OPTION 1 - SITE PLAN WITH BRIDGE

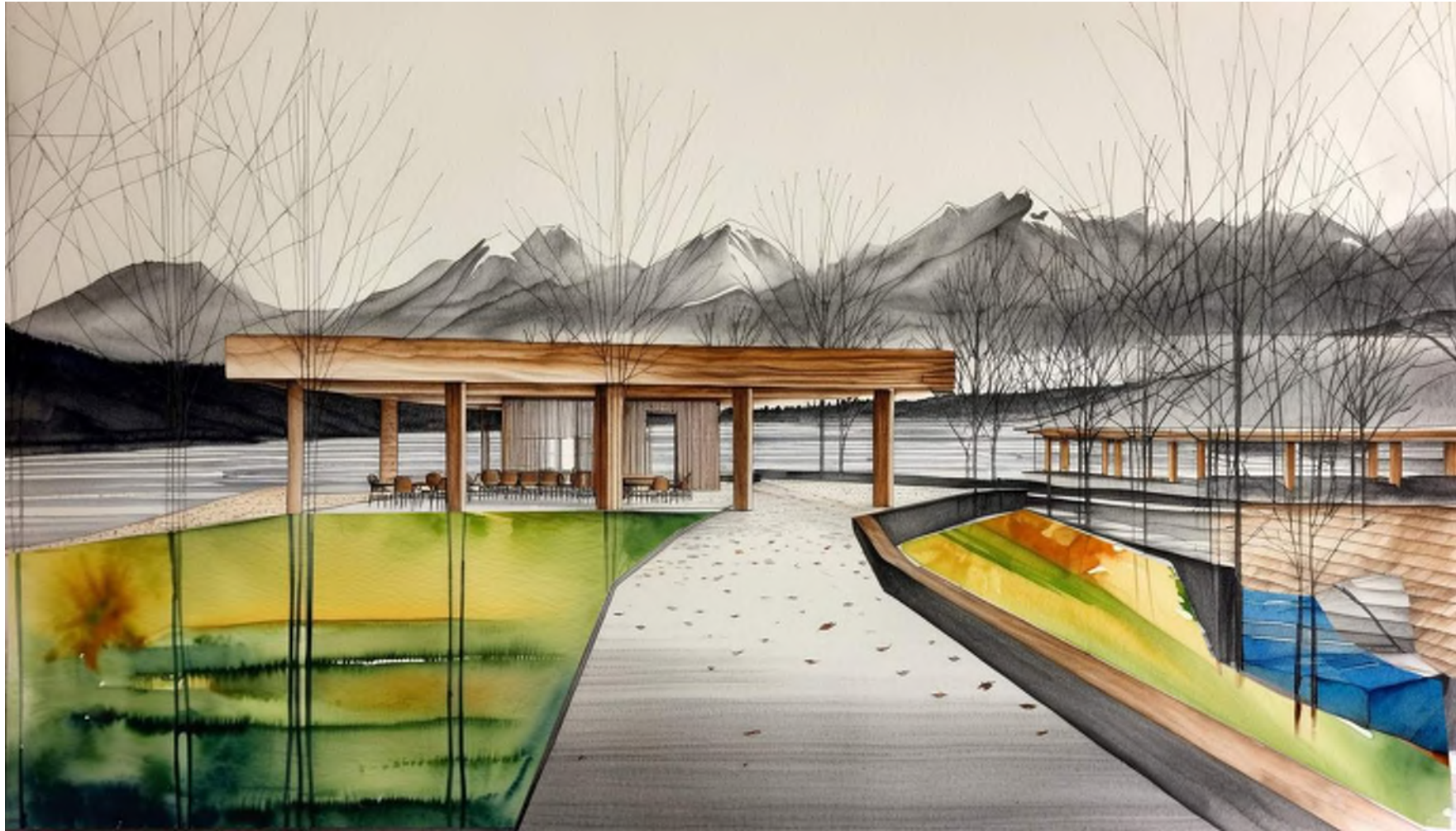
- CREEK WALK TRAIL 
- BUS ROUT 
- BUS STOP ACCESS 
- BUS STOP 
- EXISTING BUILDING RENOVATION 
- EXISTING CANOPY 
- VEHICULAR BRIDGE 
- OLD MAN'S TRAIL MUST BE CLOSED TO VEHICLES WITH BRIDGE 



CITY COUNCIL WORK SESSION

2024-12-03

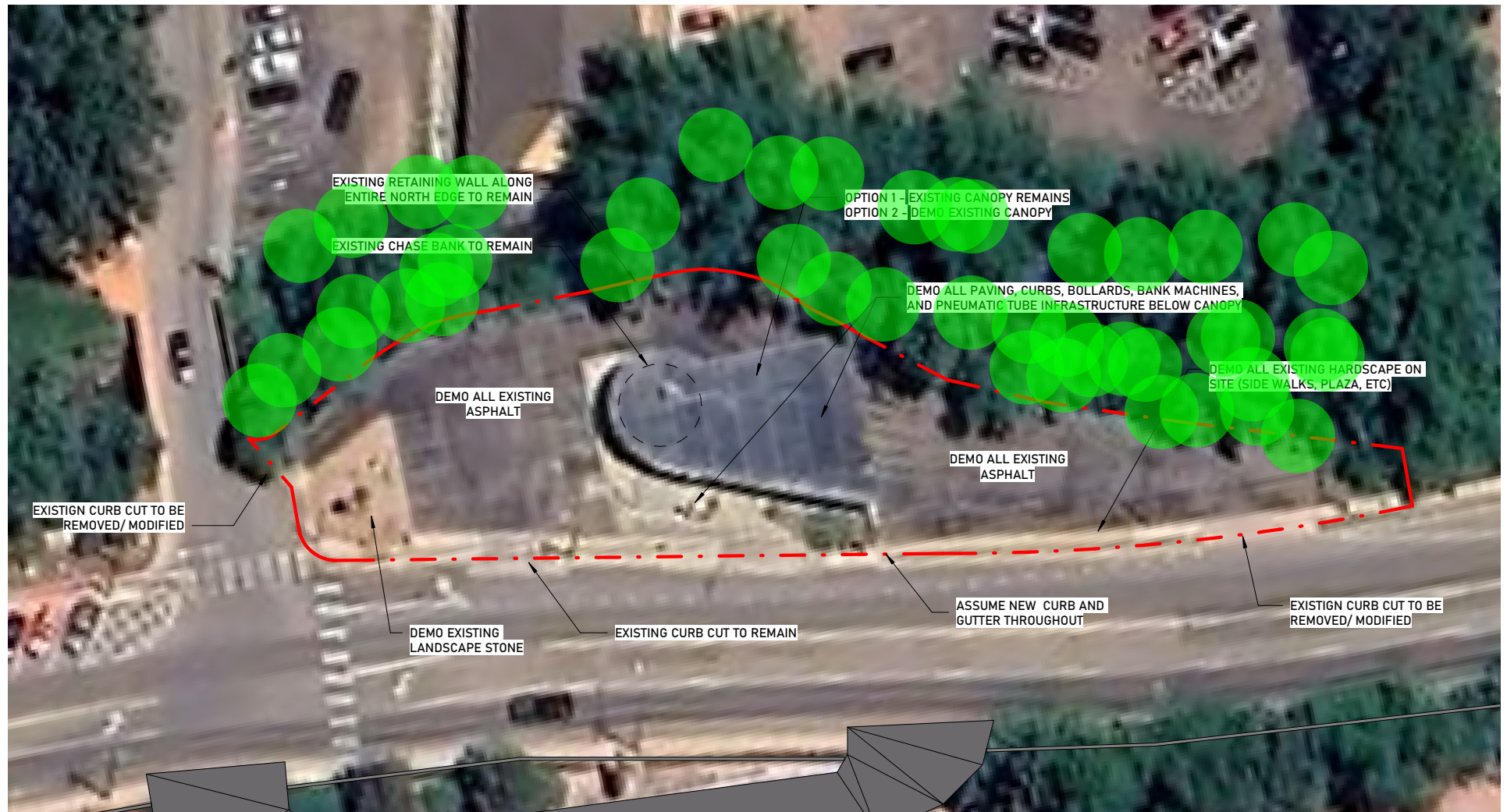
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

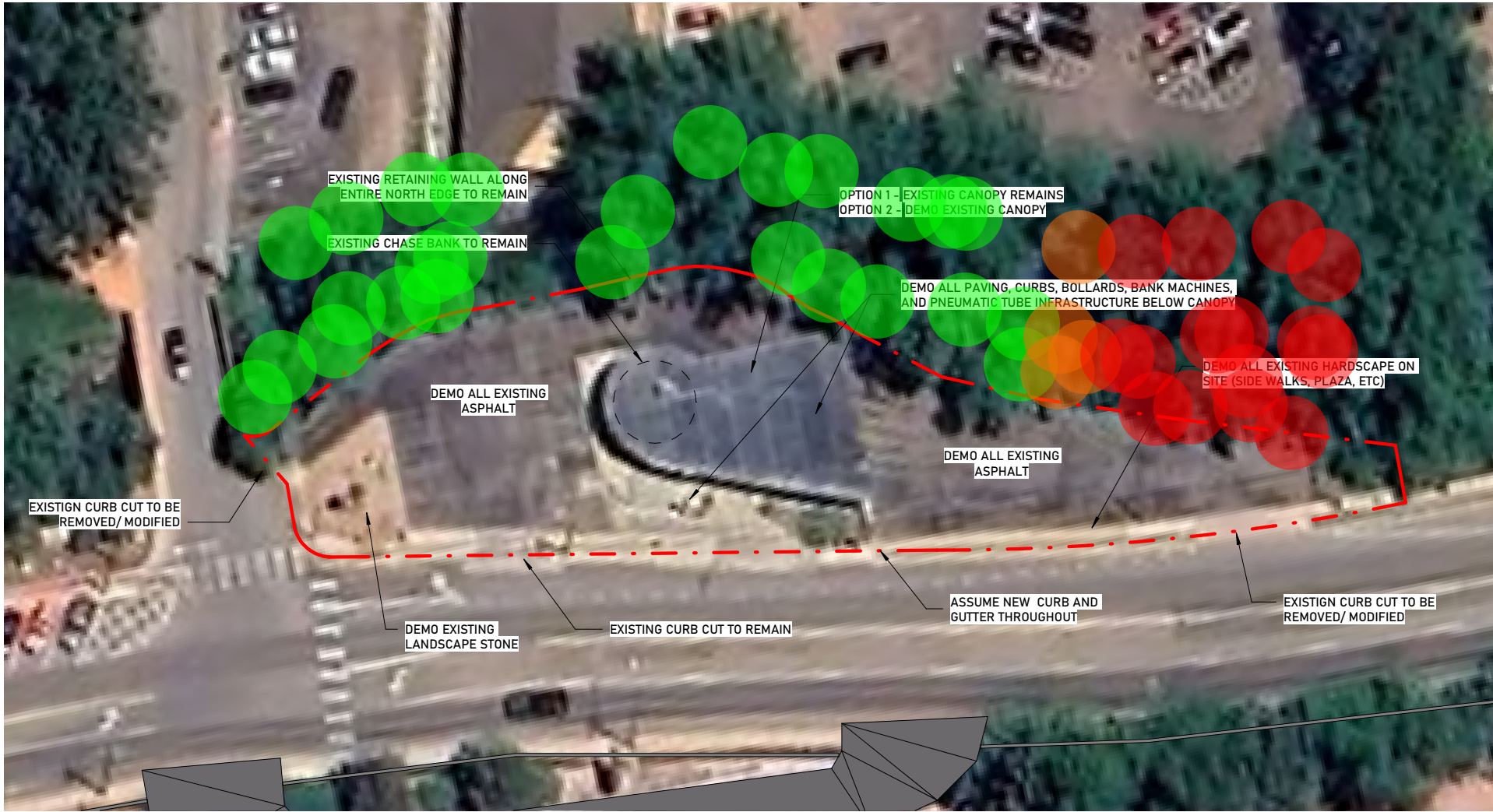
TREE IMPACT ZONE - OPTION 1



CITY COUNCIL WORK SESSION

2024-12-03

TREE IMPACT ZONE - OPTION 1 - WITH BRIDGE



CITY COUNCIL WORK SESSION

2024-12-03

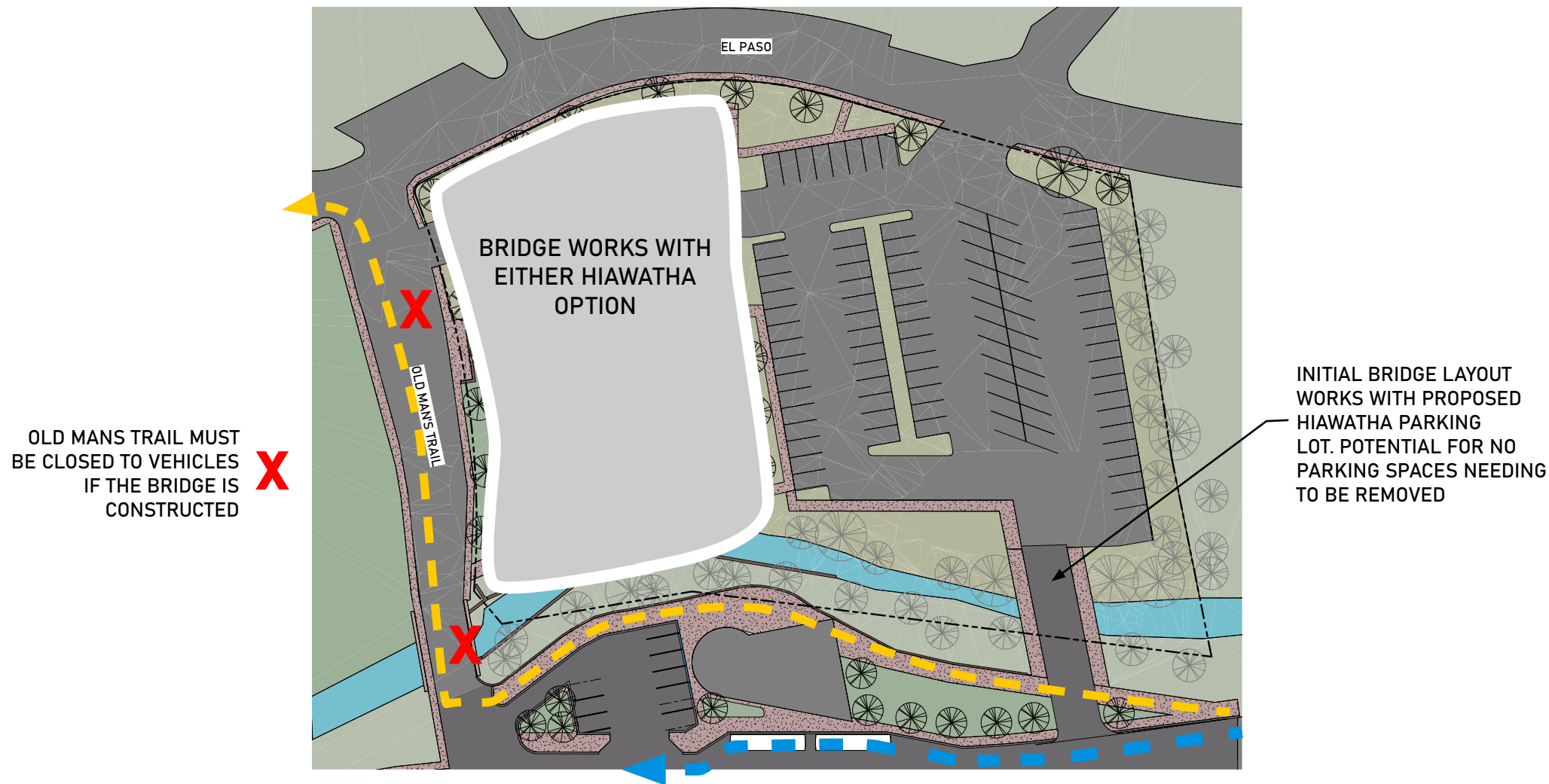
CHASE BANK SITE EXPLORATION



CITY COUNCIL WORK SESSION

2024-12-03

CHASE BANK - BRIDGE IMPACT ON HIAWATHA GARDENS



CITY COUNCIL WORK SESSION

2024-12-03

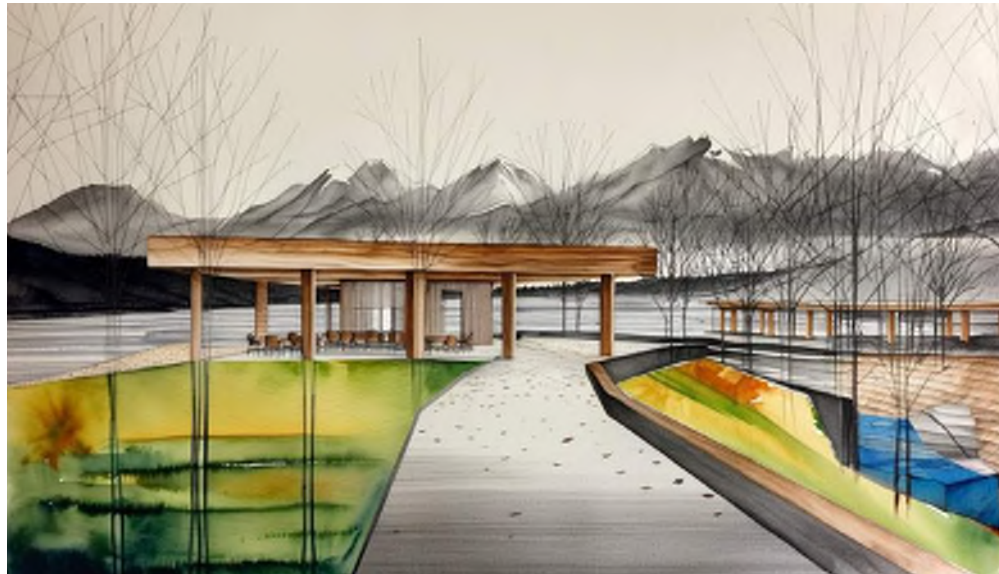
ESTIMATES

Option 1 - Bus Pull Off

Total with 15% Contingency and 4.32% Escalation: **\$2,716,282**

Vehicular bridge (Steel Beam): **\$829,689**

Combined Total: **\$3,545,971**



~~Option 2 - Bus Turn Around~~

~~Total with 15% Contingency and 4.32% Escalation: **\$3,078,117**~~

~~Vehicular Bridge (Steel Beam): **\$829,689**~~

~~Combined Total: **\$3,907,806**~~



CITY COUNCIL WORK SESSION

2024-12-03

ESTIMATES

50' Pedestrian Bridge (not shown in options): \$156,000



CITY COUNCIL WORK SESSION

2024-12-03

HIAWATHA GARDENS DANCE HALL																								
	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26	June-26	July-26	August-26	September-26	October-26	November-26	December-26
Design Meetings																								
Taskforce Update																								
City Staff Check In																								
Historic Preservation Comission																								
City Council Update																								
Community Update																								
Dillon Parking Anticipated Opening																								
Submittal																								
Design & Procurement - Hiawatha Gardens																								
Contract Discussion																								
Schematic Design																								
Design Development																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Construction Documents																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Design & Procurement - Chase Bank Site																								
Cahse Bank - SD																								
Chase Bank - DD																								
to HPC (MCAC)																								
to City Planning Commission (Major Development Plan Update)																								
to City Council (Major Deelopment Plan Update)																								
Chase Bank - CD																								
Building Permit																								
Building GC Selection																								
To City Council for Construction Contract Approval																								
BuildingConstruction																								
Addendum (As needed)																								
Concept Design Deliverable																								
Schedule portion to be eliminated if possible																								

RFP 2025-005 - City of Manitou Springs, Architectural and Engineering
Design Services for: Hiawatha Gardens Restoration and Design

QUALIFICATIONS FOR

City of Manitou Springs – Hiawatha Gardens Restoration and Design

17 March 2025



PHOTO:
University of Colorado Boulder, Farrand Field

1

Cover Letter/ Letter of Interest



PHOTO:
Davis Partnership Architects Offices

17 March 2025

Ms. Erin Ringsred, Planner and Landscape Architect

City of Manitou Springs

606 Manitou Avenue

Manitou Springs, CO



RE: Hiawatha Gardens Restoration and Design
RFP 2025-005

Dear Ms. Ringsred:

On behalf of Davis Partnership Architects, please find the enclosed proposal demonstrating our qualifications to lead the architectural and engineering team for the Restoration and Design of Hiawatha Gardens. We have coalesced a team of experts specific to the needs of this project, supplementing our well-established interdisciplinary practice of architects, landscape architects, interior designers, and signage and experiential designers. The strengths of our team in historic preservation, adaptive re-use, green stormwater infrastructure, floodplain mitigation, and civic space development offers significant value for the City of Manitou Springs. The opportunity to apply those strengths and passions on the Hiawatha Gardens Restoration motivates our team to partner with you on its delivery. We trust our proposal exhibits the experience, expertise, and approach that places the City in a position of success for realizing its vision for Hiawatha Gardens.

On a personal note, Justin DiPietro is excited by the opportunity to again work with the City of Manitou Springs and contribute to the restoration of another enriching, community-centered space. Justin was Project Manager and led the consultant team for the design, documentation, and construction administration of Phase 1 of Soda Springs Park at a previous firm. He also led the design and documentation efforts for phase 2 of Soda Spring Park until establishing his current role as Director of Landscape Architecture at Davis Partnership. Justin was humbled to share a special evening with Gillian Rossi in accepting an ASLA award for phase 1 of Soda Springs Park.

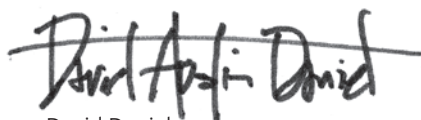
The opportunity to collaborate with the City of Manitou Springs to reinvigorate Hiawatha Gardens and deliver this important civic space is inspiring for our team. We at Davis Partnership often talk about the relationships we build with our clients through close collaboration and delivery of successful projects. We hope that this might be an opportunity to introduce the City to Davis Partnership, earn your trust, and deliver a project that can enrich the lives of the Manitou community.

Sincerely,

Davis Partnership Architects



Justin DiPietro, PLA, ASLA
Director of Landscape Architecture



David Daniel, AIA
Principal

DENVER OFFICE

2901 Blake Street,
Suite 100
Denver, Colorado 80205
TEL (303) 861-8555
davispartnership.com

POINT OF CONTACT

Justin DiPietro
TEL (303) 861-8555
justin.dipietro@
davispartnership.com

davispartnership.com

ARCHITECTURE

**LANDSCAPE
ARCHITECTURE**

PLANNING

INTERIOR DESIGN

LIGHTING

WAYFINDING

design always

2

Firm Information



PHOTO:
The Colorado Health Foundation

Davis Partnership Architects

ROLE
Architecture,
Landscape Architecture,
and Interior Design

For more than 55 years, Davis Partnership Architects has been providing innovative design solutions and earning the trust and respect of our clients and peers alike. The result is an innovative and influential practice, with specialization in architecture, landscape architecture, interior, lighting, and signage design. The firm's integrated approach attracts commissions for a wide range of building types nationally, including commercial, hospitality, multifamily residential, mixed-use, healthcare, higher education, and cultural facilities. Our staff of 145+ strives to understand each client's unique needs and then deliver a solution that successfully integrates the building, its site, and the interiors into a singular, sustainable solution.

Davis Partnership Architects prides itself on being one of the last large independent firms in the Rocky Mountain West. The fact that 90% of our clients are repeat customers is a testament to our long history of outstanding service and performance.

Over this tenure we have received numerous awards and recognitions, including being named "Firm of the Year" by both AIA Denver and Colorado, and the AIA Colorado Innovative Practices Award. Our projects have also graced numerous magazine covers and been featured in local, national, and global publications.

Our Why Statement

Together we are driven to create places that inspire, elevating the joy and dignity of the human experience.

57 **Years in Business**

DEN **Office**
 2901 Blake Street, Suite 100
 Denver, Colorado 80205

145 **Professional Staff**

750 M **in Construction Cost Completed Annually**

91% **Repeat Clients**

7 **Integrated Services**

- Programming
- Master Planning
- Architecture
- Landscape Architecture
- Interior Design
- Lighting Design
- Signage + Experiential Design

250+ **LEED Projects**



Our History

Davis Partnership Architects and its predecessors shaped many of Denver's most prominent landmarks. The legacy began in 1892, when William E. Fisher opened an architectural practice in downtown Denver. In 1905 he was joined by his brother, Arthur A. Fisher, and over the next five decades the firm of Fisher and Fisher grew to become one of the largest and most influential architectural firms in the region, securing prominent commissions including National Jewish Hospital, the Neusteter Department Store, South High School, and major renovations to the Brown Palace.

In 1947 Rodney S. Davis joined the firm, and it was renamed Fisher & Davis in 1959 and continued to secure prominent commissions. In 1967, Rodney S. Davis & Associates was formed and became Davis Partnership Architects in 1980.

Notable Work Over the Years



L. M. Hughes House



Colorado National Bank



B'nai B'rith Infirmary



Littleton Hospital



Du Ritchie Center for Sports and Wellness



Colorado Health Foundation Headquarters



McPhee and McGinnity Building Addition



Voorhees Memorial



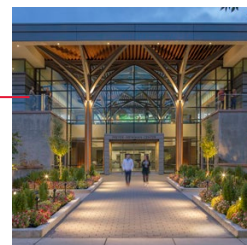
Byron G. Rogers Federal Building



The New Elitch Gardens



Hamilton Building at the Denver Art Museum



Freyer-Newman Center at Denver Botanic Gardens



Litigation

Davis Partnership Architects completes on average \$45 million of design and construction for a wide variety of clients each year. We have one of the lowest litigation/claims experience in the industry. Our approach to claims is to proactively resolve all issues as they arise in a fair and equitable manner. We are very proud that over the last 10 years we have participated in \$424M worth of total revenue and our insurance claims have amounted to only 0.8% of that total.

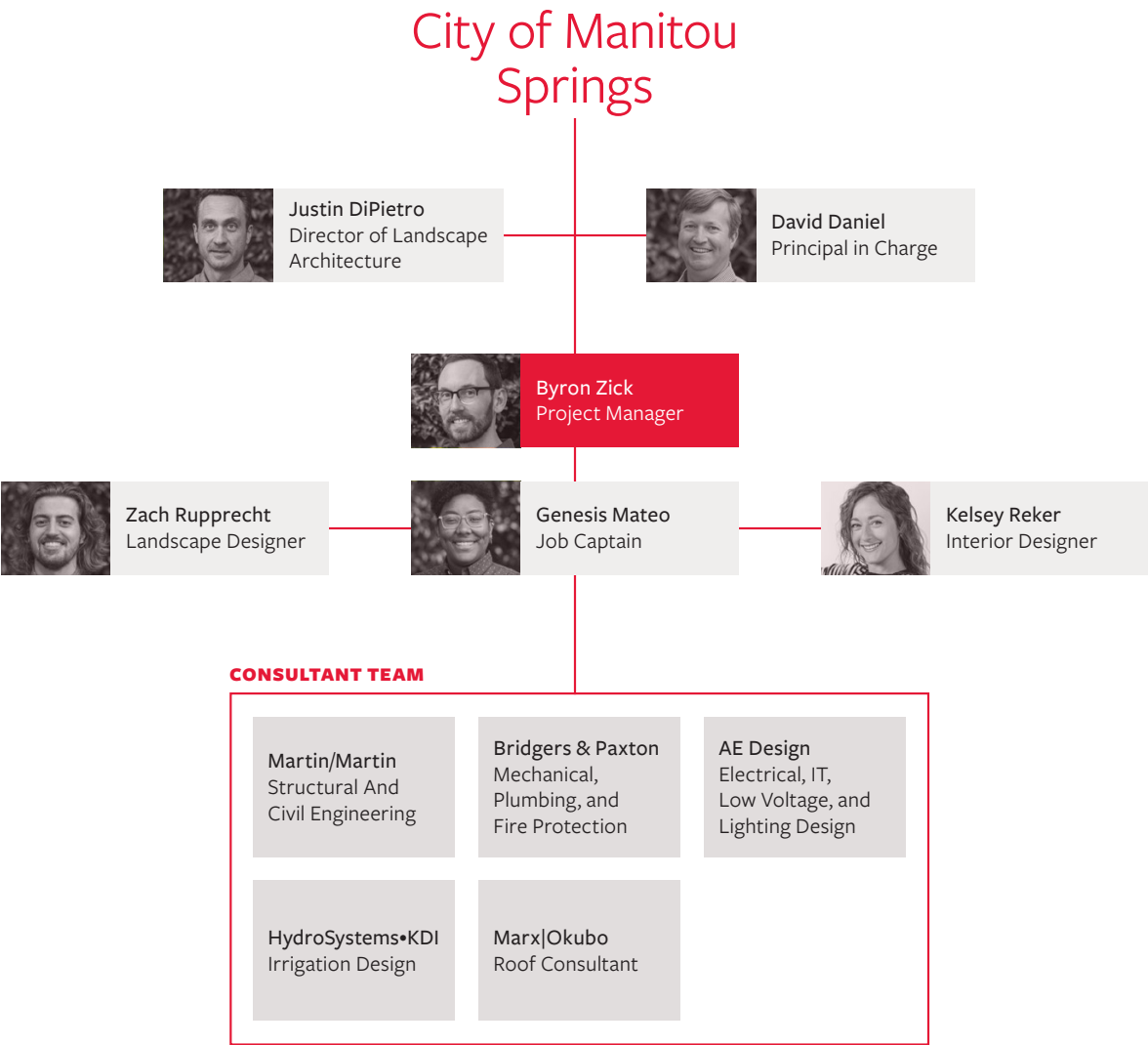
Date	Notice	Description	Status
5/10/2016	Notice of Potential Claim	Peloton Condominium Association – Boulder, Colorado Claim letter for alleged construction defects and deficiencies. No design issues identified.	Closed 9/12/2019 Share of Settlement \$616,036 Paid in arbitration
9/19/2016	Notice of Potential Claim	The Residence of Solaris Condominium Association – Vail, Colorado Claim letter defects of the domestic hot water and recirculation system in some condominium units. Davis Partnership asked to be dismissed from the list of defendants as the systems were not under our responsibility or contract.	Closed 9/25/2017 \$463 Paid
7/20/2017	Notice of Potential Claim	CRMC – Cheyenne, Wyoming Email notice for potential claim related to seamless flooring adhesive failure at Cheyenne Regional Medical Center. Result was a shared settlement.	Closed 10/30/2020 Share of Settlement \$451,200 Paid in arbitration
12/5/2019	Notice of Potential Claim	Modera West – Denver, Colorado Client concerned about contractor completing on time.	Closed 2/14/2024 \$2,341,247 Paid
8/11/2020	Lawsuit by Buyer Against Seller (included Contractor and Design Consultants)	Trovita Rio LLC (Buyer of Apartment Building) Suit alleging negligent misrepresentation and breach of covenant. Settled by Mediation.	Closed 3/22/2023 \$58,643 Paid

3

Availability of Proposed Team



PHOTO:
Freyer-Newman Center at the Denver Botanic Gardens



**Davis
Partnership
Architects**



David Daniel AIA
Principal-in-Charge, Partner

David's expansive portfolio includes institutional, civic, commercial, hospitality and residential projects in both ground-up as well as historically sensitive adaptive-reuse contexts throughout the Rocky Mountain West. This includes leading the design of many of the region's most recognized projects. His eagerness to solve complex programmatic and planning problems is complemented by his dedication to maintaining the highest level of design quality that is not only a source of motivation for his peers but instills a sense of confidence in each of his clients. David finds his satisfaction in successful multi-disciplined team efforts of well planned, designed, and executed projects that stand the test of time from master planning through completion.

Education

Master of Architecture,
University of Colorado
at Denver

Bachelor of Architecture,
University of Virginia

Registration

Licensed Architect:
Colorado, Arizona, Arkansas,
Connecticut, Michigan,
Nevada, New Jersey,
Oregon, South Carolina,
Utah, Washington

Affiliations

American Institute of
Architects (AIA)

Representative Work

The Colorado Health Foundation
Denver, Colorado
– 34,000 sf office building
– “Health-positive” design
– WELL standards

**Denver Botanic Gardens
The Center for Science,
Art & Education**
Denver, Colorado
– 44,500 sf of new construction
– 13,500 sf of renovation

Judi's House / JAG Institute
Aurora, Colorado
– 26,000 sf new construction
of family grieving center

**The Historic Evans
School Masterplan**
Denver, Colorado
– Historic redevelopment in
Golden Triangle neighborhood
aimed to revitalize the school
and inject mixed uses

Colorado Springs Fine Arts Center*
Colorado Springs, Colorado
– Museum expansion and
renovation of historic structure
– 28,000 sf existing
– 45,000 sf new

West Side Project
Greeley, Colorado
– 350-key hotel, 18,000 sf
conference center, fitness center,
restaurant, and rooftop bar
– 65,000 sf indoor water park
with 10,000 sf arcade, food
court, climbing feature, party
rooms, pub, and beer garden
– Celebration plaza with water
features and an amphitheater

One River North
Denver, Colorado
– 193 luxury apartments, 246,500 sf
– Residential, retail, amenity
deck with pool, fitness,
clubroom and garage
– Signature biophilic
“canyon” feature

11th and Cherokee
Denver, Colorado
– 291 apartments, 23-stories
– Residential, retail, and garage

Amacon Block 176
Denver, Colorado
– Two highrise towers (38 and 32
stories) on a single podium
– Residential, retail, and garage

The Dryden
Denver, Colorado
– 420 units, 715,000 sf
– 19 stories
– Residential, retail, and
six-story garage

GID Broadway Station
Denver, Colorado
– 900 apartments, two
11-story buildings
– Residential, retail, and garage

The Broadleaf
Aurora, Colorado
– 375 apartments, seven stories
– Residential, retail, and garage

AML 8th and Broadway
Denver, Colorado
– 372 apartments, 607,000 sf
– 16 stories
– Residential, retail, and garage

**Stratos Condominiums
(Snowmass 10AB)**
Snowmass, Colorado
– 90 luxury condominiums
– Two seven-story buildings
with shared parking garage
– Passive house and net
zero design principles

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Bachelor of Science of
Landscape Architecture,
Temple University

Registration

Licensed Landscape
Architect: Colorado, Arizona,
Connecticut, Delaware,
Idaho, Illinois, Indiana, Iowa,
Kansas, Maryland, Michigan,
Montana, Nebraska, Nevada,
New Mexico, New York, North
Carolina, North Dakota,
Ohio, Oregon, Pennsylvania,
South Carolina, South
Dakota, Tennessee, Texas,
Utah, Virginia, Washington,
West Virginia, Wyoming

Affiliations

American Society of
Landscape Architects (ASLA)

Urban Land Institute

Awards

**2023 ASLA Award (co/wy)
for Soda Springs Park:
A Revitalized Beginning**
**2024 ASLA Award (PA/DE) for
Sora West: A Community
Vision for a multi-use
development**
**2023 ASLA Award (co/wy) for
Aims Community College:
Campus Transformation**
**2016 Community Design
Collaborative for Outstanding
Team: recognizing exemplary
interdisciplinary collaboration
on Blaine Academic Plus:
Conceptual Design for
Schoolyard Greening**
**2010 ASLA Award (PA/DE) for
Midtown Crossing at Turner
Park**

Justin DiPietro PLA, ASLA

Director of Landscape Architecture

Justin DiPietro brings first-hand Manitou Springs experience, delivering the ASLA Award-winning Soda Springs Park (Phase 1) as project manager with a previous firm. Now established in the Director role at Davis Partnership, Justin is thrilled by the opportunity to again work with the City. He brings deep experience in civic and community-focused work, and a highly collaborative style of engagement with design teams, clients, and stakeholders. The results are projects that provide a seamless user experience between site and structure, vested clients, and enriched communities. Justin's approach to site design is rooted in local context and influences, using an environmentally sensitive perspective to stitch to projects into the surrounding landscape. He believes the design process starts with the client and stakeholders, evolves through the visioning and documentation phases, and continues through the execution of construction. His fulfillment comes from genuine collaboration and projects that enrich the lives of individuals and communities.

Representative Work

Soda Springs Park*
Manitou Springs, CO
– Phase 1 renovation to beloved park
space at heart of Manitou Springs
– Complete: September 2022
– Role: Design collaborator
and Project Manager
– ASLA Award

Lovett Library Park*
Mt. Airy, PA
– 3.5 acres of community space
in conjunction with Library
addition and renovation
– Complete: October 2017
– Role: Design lead and project
manager for site scope

**Schuylkill River Trail,
South to Christian***
Philadelphia, PA
– .25 mile, \$5M, public waterfront
trail and land restoration of
former industrial site, including
two overlook plazas
– Complete: January 2018
– Role: Design lead and
project manager

**Aurora Southeast
Recreation Center***
Aurora, CO
– Outdoor gathering space,
plazas, group exercise terrace
and landscape improvements
associated with \$42MIL,
77,000 SF recreation center
on 600 acre open-space site
– Complete: 2023
– Role: Design lead and project
manager for site scope

**Schuylkill River Trail,
Bartram's to 61st Street***
Philadelphia, PA
– \$4.8M, public waterfront
trail and land restoration of
former industrial site, including
overlook and a fishing plazas
– Complete: November 2021
– Role: Design lead
– Governor's Award for
Environmental Excellence 2023

**Western Colorado University
– Accessible Routes***
Gunnison, Colorado
– Cost: \$1.3M
– Improvements to enhance
pedestrian accessibility
and connectivity at various
locations throughout campus
– Complete: 2021
– Role: Design lead and
project manager

**University of Delaware
– Alumni Circle***
Newark, Delaware
– A tribute to alumni recognized
for academic and civil service
achievements, integrated
into historic 'Old' campus
– Complete: Fall 2018
– Role: Design lead and
project manager

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Byron Zick AIA, LEED AP

Project Manager, Associate

Byron is a skilled architect with a passion for design, understanding how to translate a clients vision into a functional and engaging environment. He is adept at collaborating with his team to solve complex design issues and bring innovative concepts to reality, on time and on budget. Byron's detail-oriented approach and amiable personality are consistently noted as key to the success of his projects which have included multi-family, commercial, mixed-use, and adaptive reuse.

Representative Work

Education

Master of Architecture,
University of Idaho

Bachelor of Science in
Environmental Design,
University of Oklahoma

Registration

Licensed Architect: Colorado

Affiliations

American Institute of
Architects (AIA)

Certifications

LEED Accredited Professional

Anythink Nature Library
Thornton, Colorado
– 33,000 sf nature library
– 15-acre site on an 140-
acre open space

**Westminster On-Call
Master Planning**
Westminster, Colorado

**Russell House - Evans &
Bannock Apartments**
Denver, Colorado
– 283 units
– 3000 sf restaurant

The Linden Apartments
Denver, Colorado
– 183 luxury apartments
– Nine stories with a 199-stall,
three-story parking garage
– 300,000 sf

Russel House Mixed-use
Denver, Colorado
– 283 market-rate apartments
– Seven stories with a 303-stall,
two-story parking garage
– 400,000 sf

100 Capital Partners
Denver, Colorado
– Office renovation

Westminster Ascent Apartments
Westminster, Colorado
– 255 units
– 23,000 sf retail/restaurant
– LEED Silver

Westminster Aspire Apartments
Westminster, Colorado
– 226 units
– 36,000 sf retail/restaurant
– LEED Silver

Crescent Rio
Tempe, Arizona
– 209 luxury apartments
plus live/work units
– Five stories with a 380-stall, five-
story precast parking structure
– Pool courtyard, two amenity
courtyards, club room, fitness
center, and rooftop terrace
– 375,000 sf

75 East 20th Avenue Condominiums
Denver, Colorado
– 12-story condominiums
– WELLv1 Gold + Energy Star

**Colorado Christian University
Anschutz Student Center**
Lakewood, Colorado
– 600-seat dining hall
– 55,000 sf
– Administrative offices, health
and wellness center

French 75
Denver, Colorado
– 3,567 sf restaurant and bar
– Private dining room and
open kitchen concept

1600 Glenarm Lobby Renovation
Denver, Colorado

**Grand River Canyon
Clubhouse Renovation**
Colorado Springs, Colorado
– Clubhouse renovation

TAVA Waters Clubhouse Renovation
Denver, Colorado
– Clubhouse renovation

Trinity Groves*
Dallas, Texas
– Mixed-use adaptive reuse
with retail and restaurant
– 46,000 sf

Music Row Apartments*
Nashville, Tennessee
– Five-story apartments with
above podium parking

*Experience prior to joining Davis Partnership Architects



**Davis
Partnership
Architects**



Education

Master of Science
Interior Architecture,
Jefferson University

Bachelor of Fine Arts
Graphic & Interactive
Design, West Chester
University of Pennsylvania

Affiliations

American Institute of
Architects (AIA)

National Organization of
Minority Architects (NOMA)

**Community
Involvement**

National Organization of
Minority Architects (NOMA)

Genesis Mateo **Assoc. AIA**

Design Professional, Job Captain

Genesis is a design professional with experience in and out of the construction site. Her time at Davis Partnership has been built on her previous military experience leading construction teams and bringing design intents to life. Genesis enjoys providing quality design throughout her projects, whether mixed-use, commercial, or multi-family. Her interest in each project phase and willingness to immerse in each project is evidenced in positive project outcomes.

Representative Work

- | | |
|---|--|
| <p>The Linden Apartments
(5th & Lincoln)
Denver, Colorado
261,097 sf
– 183 units, 9 stories, 199 stalls</p> | <p>U.S. Corps of Engineers,
Office Renovations (details
not disclosed due to
security concerns)*
Camp Arifjan, Kuwait
– Completed 2017</p> |
| <p>Amara (40th & Walnut)
Denver, Colorado
– 305 units, 16 stories, 282 stalls
– Ready to break ground</p> | <p>U.S. Corps of Engineers,
Barrack Construction*
Kandahar, Afghanistan
– 52 units
– Completed 2017</p> |
| <p>GID Broadway Station
Denver, Colorado
– 2 buildings
– 788,807 sf residential,
4,837 sf retail, 568 units,
12 stories, 530 stalls
– 647,350 sf residential, 3,724 sf retail,
462 units, 12 stories, 378 stalls</p> | |
| <p>Stratos Residential
Collection (Snowmass)
Snowmass Village, Colorado
– 89 units, 7 stories (2 bldg), 87 stalls</p> | |

*Experience prior to joining Davis Partnership Architects



Davis
Partnership
Architects

Kelsey Reker **NCIDQ, IIDA**
Interior Designer



Education

Bachelors of Science
Degree in Interior Design
Technology (CIDA Accredited
Design Program), Indiana
University – Purdue
University of Indianapolis

Affiliations

Professional Member of
the International Interior
Design Association (IIDA)

Certifications

NCIDQ Certified

Awards

2023 Patcraft’s School of the
Future Award – Westfield
Early Childhood Center

Kelsey Reker came to Davis Partnership in 2021 with a strong background & passion for design. She has helped design countless elementary, middle & high schools that have all made a huge impact on their respective communities. Since working at Davis, Kelsey has tremendously expanded her experience while deep diving into the multi-family, healthcare, and civic markets. She will be the first to tell you that she is always up for a challenge, as continuing to learn from her peers is one of her favorite things.

Kelsey’s keen eye for color & finishes has allowed her to become a reliable resource in the Interiors Studio. Not only is she an approachable colleague, but she loves nothing more than seamlessly working through any & all design issues through thoughtful communication and team collaboration. She thrives at bringing her clients’ wants & needs to life through vivid Sketchup renderings & excels at technical documentation in Revit. You can see her undeniable passion for design come to life through her projects & client interactions.

Representative Work

HIGHER EDUCATION

The Archive, Yale University
Student Housing
New Haven, CT
– 808 Chapel St and 848 Chapel St

North Carolina Agricultural and
Technical State University
Williams Dining Hall
Greensboro, NC

Adams State University
Central Technology Building
Alamosa, Colorado

Calvin University - Dining Hall
Grand Rapids, MI
– Interior Design
– New Dining Hall with various
food service vignettes

FURNITURE

The Dorsey
Denver, CO
– Furniture/Accessory/Art
procurement for indoor/outdoor
amenity spaces & model units

Modera Golden Triangle
Denver, CO
– Furniture procurement for indoor
& outdoor amenity spaces

3000 Huron
Denver, CO
– Furniture procurement for indoor
& outdoor amenity spaces

K-12 EDUCATION

Van Buren Elementary*
Plainfield, IN
– Interior Design & Furniture –
renovation of corridor, restroom,
classroom, & library spaces

Plainfield Community
Middle School*
Plainfield, IN
– Interior Design & Furniture
– New addition (189,261 sf) &
renovation (10,310 sf) of library,
STEAM Idea Lab, classrooms,
restrooms, staff technology
& 2-story grand corridor
with student commons

Deer Creek Elementary*
Noblesville, IN
– Interior Design & Furniture
– New construction, 2-story K-4
ES with neighborhood style
classroom areas (102,787 sf)

*Experience prior to joining Davis Partnership Architects



Davis
Partnership
Architects



Zach Rupprecht

Landscape Architectural Intern

Zach Rupprecht is a highly motivated and passionate designer intrigued by spaces that create place attachment, build a sense of community, and evoke pro-environmental behaviors. His enthusiasm and hands-on experience contribute to all levels of a project, from high-level spatial planning to detailed constructability. Zach enjoys the challenges of tackling design within constraints and advancing the ideas of clients and project teams. He also prioritizes sustainable practices where possible to maximize the resiliency of designs. As part of the landscape architectural team at Davis Partnership, Zach has provided design support on several project types; including commercial, mixed-use residential, higher education, and healthcare.

Education

Bachelor of Landscape
Architecture, Iowa
State University

Awards

2021 ASLA Merit Award
2nd Place, AIA Iowa Convention
Emerging Professionals
Competition,

Experience

6.5 Years Experience (2009)
4 years with Davis
Partnership (2021)

Representative Work

COMMERCIAL

NREL RAIL
Golden, Colorado
– Site Design
– Construction Documentation
and Administration

HEALTHCARE

Inner City Health Center
Denver, Colorado
– Site Design
– Regulatory
– Construction Documentation
and Administration

Intermountain Health –
Lutheran Medical Center
Replacement Hospital
Denver, Colorado
– Site Design
– Construction Documentation

Acadia Health – Westminster
Westminster, Colorado
– Planting Design
– Regulatory

Aurora Mental Health Center
Aurora, Colorado
– Master Plan
– Site Design
– Entitlements

MIXED-USE / RESIDENTIAL

The Broadleaf
Amenity Deck, Courtyard
and Streetscape
Aurora, Colorado
Planting design
Construction Documentation

Modera Golden Triangle
Amenity Deck and Streetscape
Denver, Colorado
– Regulatory
– Construction Documentation
and Administration

The Hunter Apartments
Amenity Deck and Streetscape
Colorado Springs, Colorado
– Site Design
– Planting Design
– Regulatory
– Construction Documentation
and Administration

EDUCATION

University of Denver
Kennedy Mountain Campus
Red Feather Lakes, Colorado
– Due Diligence
– Pre-purchase
– Phase One Short Interval
Improvements



*Experience prior to joining Davis Partnership Architects





Martin/Martin

Martin/Martin is a civil and structural consulting engineering firm supported by related services in survey, investigative engineering, and construction management. We have extensive experience designing and planning state, regional, community, and federal parks and open spaces, many of which **feature housing, restrooms, visitor’s centers, bridges, trails, campgrounds, roadway access and parking, transit centers, recreation areas, playgrounds, picnic areas, and swimming pools, often with the need for our in-house floodplain permitting and map revision support.** Our experience in a variety of environments has enhanced our understanding of the importance of preservation and an engineered design to match the aesthetic, environmental, and conservation requirements of each project. During the course of our work, we strive to provide unique approaches to the technical criteria involved while minimizing environmental impacts on our forests, grasslands, waters, and other resources.

ROLE
Structural and Civil Engineering

Select Relevant Experience

- City of Manitou Springs Hiawatha Gardens Historic Preservation
Manitou Springs, CO
- Colorado Parks and Wildlife (CPW)
Bear Creek State Park Visitor Center
Infrastructure Planning
Lakewood, CO
- City and County of Denver (CCD)
City Park Golf Course Regional Flood Control and Water Quality Facility
Denver, CO
- CCD 16th Street Mall Reconstruction
Denver, CO
- CCD Wellshire Inn Gable Wall
Assessment and Repair
Denver, CO
- Vail Recreation District
Lionshead Transit Center
Vail, CO
- National Park Service (NPS) Glacier
National Park Apgar Transit Center
West Glacier, MT
- NPS Timpanogos Cave National Monument Vault Restroom
American Fork, UT
- NPS Great Basin National Park Lower Lehman Campground and Bristlecone Parking Lot
Baker, NV

Martin/Martin

Peter S. Buckley PE

Principal, Civil Engineering



Peter has experience in the various phases of civil engineering design and is a proven and successful project manager. He is a seasoned civil engineer with 23 years of progressive site development, project engineering, and management success. He specializes in parks and sites, mixed-use, retail, hospital/healthcare, university, K-12, and residential developments with both structured and surface parking solutions. Peter is an organized manager focused on exceeding client expectations, professional document preparation, and delivery. He is able to provide good judgment and coordinate resources to accomplish project goals on time and within budget. He enjoys building long-term relationships with clients; his drive and success is fueled by working on unique and exciting projects.

Education

BE, Civil Engineering
University of Wollongong,
Australia, 2001

Registration

Professional Engineer
CO No. 40671

Affiliations

American Society of
Civil Engineers

Experience

23 Years in Industry
23 Years with Martin/Martin

Representative Work

University of Denver James C.
Kennedy Mountain Campus
Red Feather Lakes, CO

Arkins Promenade
Denver, CO

Rolland Moore Park
Fort Collins, CO

Pleasant View Community Park
Golden, CO

The Bay Aquatics Park Phase 4
Broomfield, CO

Berthoud Arboretum
Berthoud, CO

Gold Strike Park
Arvada, CO

Perry Park Country Club Master Planning
Larkspur, CO

University of Colorado Colorado
Springs Stanton Roundabout
Colorado Springs, CO

Auraria Higher Education Center Tivoli
Quadrangle Phase 1 and 2
Denver, CO

Town of Castle Rock Lost Canyon
Open Space Master Plan
Castle Rock, CO

Montava Mixed-Use Development Master Plan
Fort Collins, CO



Martin/Martin

Ryan D. Byrne PE, CFM, LEED AP

Principal, Civil Engineering, Floodplain Engineering



Education

BS, Civil Engineering
Colorado State
University, 2007

Registration

Professional Engineer
CO No. 45903

Certified Floodplain Manager

LEED Accredited Professional

Affiliations

Association of State
Floodplain Managers

Experience

17 Years in Industry
17 Years with Martin/Martin

Ryan has spent his 17-year career providing hydrology and hydraulic analysis and design services throughout Colorado. His extensive experience has made him a proven resource for his clients, who rely on his knowledge and skills to achieve exceptional results. Ryan's diverse portfolio includes analysis and design implementation for culverts, bridges, natural channel design, custom hydraulic structures, storm sewer outfalls, aggradation and degradation mitigation, and riverine scour countermeasures. Ryan's extensive experience has given him a unique understanding of the Federal Emergency Management Agency (FEMA) map change and local floodplain permitting process, enabling him to streamline project delivery. He is known for working closely with federal, state, and local municipalities to deliver an equitable solution for stakeholders, making him a trusted partner for projects.

Representative Work

West Fork of Second Creek Stream
Improvements and Regional Trail
Denver, CO

City and County of Denver City Park Golf Regional
Flood Control and Water Quality Facility
Denver, CO

Hoffman Way Parallel Drainage System
Thornton, CO

Soda Creek Drainage Crossing
Summit County, CO

Rock Creek Drainageway H Improvements
and Low-Water Crossings
Lafayette, CO

City of Aurora Colorado Rapids Youth Soccer
Club Gates South Field Bridge Replacement
Aurora, CO

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

Lone Tree Golf Course Cart Path
Underpass Improvements
Lone Tree, CO

High Point Blvd at West Fork of Second Creek Bridge
Denver, CO

US Air Force Academy Tri-Intersection Bridge
Colorado Springs, CO



Martin/Martin

J. Matthew Dezort PE

Associate, Structural Engineering



Matt's expertise includes structural design for reinforced, cast-in-place, precast, and/or reinforced post-tensioned concrete; structural steel; reinforced masonry; and wood. He regularly uses Building Information Modeling (BIM) and associated programs such as Architectural Desktop and Revit to clearly and visually depict his designs. Matt provides structural engineering services for numerous renovation projects for parks and recreation, bridges, higher education, healthcare, K-12, cultural facilities, and playground structures.

Education

BS, Architectural Engineering
University of Kansas, 2005

Registration

Professional Engineer
CO No. 44105

Affiliations

American Institute of
Steel Construction

Design-Build Institute
of America

AIA-AGC-ACEC Colorado
Liaison Committee (A3LC)

Experience

19 Years in Industry

19 Years with Martin/Martin

Representative Work

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

National Park Service (NPS) Rocky Mountain
(ROMO) Reconstruct Employee Housing
Grand County, CO

Foothills Parks & Recreation District
6th Avenue Park and Pool
Littleton, CO

NPS Jean Lafitte National Historical Park and Preserve
(JELA) Trail Improvements at Barataria Preserve
New Orleans, LA

Broomfield Community Center Reconstruction
Broomfield, CO

NPS ROMO National Park Moraine Park
Campground and Headquarters Utilities
Estes Park, CO

Jefferson County Dinosaur Ridge
Diversion Wall Inspection
Lakewood, CO

University of Denver James C. Kennedy
Mountain Campus Phase 1
Red Feather Lakes, CO

NPS Timpanogos Cave National
Monument Vault Restroom
American Fork, UT

University of Colorado Colorado Springs
Parking Garage and Recreational Field
Colorado Springs, CO



Martin/Martin



J. Logan Erf PE

Senior Project Engineer, Bridge Engineering

Logan has 13 years of experience providing bridge and structural design and inspection services for private and government entities. He has spent the last seven years focused specifically on bridge design and inspection including element-level inspections and pre-stressed design. National Bridge Inspection Standards (NBIS)-certified with Society of Professional Rope Access Technicians (SPRAT) rope access training for structural inspection, Logan has provided condition appraisals, load ratings, and prioritized maintenance needs for more than 3,000 minor structures and 140 full-scale bridges.

Education

BS, Civil Engineering –
Structural Emphasis
New Mexico State
University, 2013

Registration

Professional Engineer
CO No. 55837

CERTIFICATIONS

NBIS-Certified
Bridge Inspector

Bridge Inspections Team
Leader, State of Colorado

SPRAT Certified Industrial
Rope Access Training Level 1

NHI 130087 – Inspection
and Maintenance of Ancillary
Highway Structures

New Mexico State University
Safety Inspection of In-Service
Bridges Federal Highway
Administration (FHWA)
- Approved Course

Experience

13 Years in Industry

8 Years with Martin/Martin

Representative Work

US Air Force Academy Tri-Intersection Bridge
Colorado Springs, CO

Boulder North Sky Trail and Pedestrian Bridges
Boulder, CO

UCHealth Greeley West Lot Pedestrian Bridge
Greeley, CO

University of Colorado East Campus Pedestrian Bridge
Boulder, CO

High Point Boulevard Bridge
Denver, CO

City of Englewood West Dartmouth
Bridge Construction Management
Englewood, CO

US Forest Service (USFS) Willow
Creek Bridge Replacement
Gunnison County, CO

National Western Stock Show Sheep
Bridge and Water Tower
Denver, CO

Great Smoky Mountains Railroad Bridge Evaluations
Bryson City, NC

Grand Canyon Railway 2017 Bridge Evaluation
Williams, AZ

Durango & Silverton Narrow Gauge
Railroad Bridge Ratings
Durango, CO

USFS Spring Creek Bridge 3 and 4 Replacements
Gunnison, CO



Martin/Martin

Nicole E. Lane PE, SE, LEED AP

Principal, Investigative Engineering, Historic Preservation



Nicole has 26 years of experience in structural design for a variety of facilities from different eras of construction. She specializes in feasibility studies, assessments, restoration, renovation, and adaptive reuse of historic structures. Nicole incorporates the requirements of the Secretary of Interior’s Standards for Rehabilitation in her work and also provides comprehensive investigation, analysis, and repairs for structural failures and deterioration.

Education

BS, Architectural Engineering
University of Texas, 1999

Registration

Professional Engineer
CO No. 38116

Structural Engineer
UT No. 9187442-2203

LEED AP

Affiliations

Association for Preservation
Technology International

Association for Preservation
Technology – Rocky
Mountain Chapter

City of Lakewood Historic
Preservation Commission

Experience

26 Years in Industry

19 Years with Martin/Martin

Representative Work

City of Manitou Springs Hiawatha
Gardens Historic Preservation
Manitou Springs, CO

Colorado Parks and Wildlife Chatfield State Park
Precast Bathroom Structural Investigation
Littleton, CO

City of Aurora Plains Conservation Center
Aurora, CO

US Forest Service Shadow Mountain Village
Grand Lake, CO

Redtail Cabins Historic Structures Assessment
Gilpin County, CO

Bureau of Land Management
San Pedro House Structural
Assessment
Sierra Vista, AZ

Tomeo House Historic Structures Assessment
Louisville, CO

NPS Timpanogos Cave National
Monument Vault Restroom
American Fork, UT

City and County of Denver Wellshire Inn
Gable Wall Assessment and Repair
Denver, CO

Sloan’s Lake Boardwalk Replacement
Denver, CO

Grant Street Mansion Renovation
Denver, CO

Wright Opera House Historic Preservation
Ouray, CO

Pitkin County Courthouse Renovation
Aspen, CO





Bridgers & Paxton

In 1951, two former Los Alamos Labs mechanical engineers, Frank Bridgers and Don Paxton, founded the company we know of today as Bridgers & Paxton Consulting Engineers. Over the last seven decades we've added electrical, fire protection, instrumentation & controls engineering and a range of other services like energy modeling, BIM and technology design.

B&P has grown to a company of over 135 employees, three offices (Colorado Springs, Albuquerque and Phoenix), and a well-respected reputation. We have pushed the boundaries of engineering and technology, starting with the world's first solar-heated commercial building in 1956. Today, we have 21 LEED Accredited Professionals with 110 LEED Certified Projects ranging from Certified to Platinum. As well, B&P has designed several CHPS Certified Schools to include Mapleton Public Schools and 2 High Schools in Pueblo currently under design.

Leveraging technology, our design team uses Autodesk Revit BIM (Building Information Modeling) to provide owners and teaming partners with 3D Design Modeling. This interactive software provides collision detection, saving both money and time. Our firm has 24 BIM Certified Professionals and designed 808 Projects in BIM, totaling over 25 million square feet of BIM Revit design.

Our Colorado Springs office was established in 2010 and currently has a team of 20 employees providing engineering design for K-12 schools, higher education, government, military, medical, hospitality, manufacturing and other commercial services.

Our Colorado office, led by Owner/Principal-in-Charge Steve Taylor, PE, includes 6 Licensed Professional Engineers. 3 Senior Mechanical Engineers, 2 Senior Electrical Engineers and a Senior Electrical Designer. Our team has 2 Revit Certified Professionals, 1 WELL Accredited Professional and 2 NCQLP Lighting Certified Professionals.

B&P has worked with the City of Manitou Springs, Colorado Springs, Pueblo, Castle Pines, Castle Rock and Aurora.

ROLE
Mechanical Engineering, Plumbing Engineering and Fire Protection

Select Relevant Experience

- City of Manitou Springs Mobility and Parking Facility
- City of Manitou Springs Pollination Station
- City of Colorado Springs City Administration Building Renovation
- City of Colorado Springs Public Works Building Renovation Concept
- City of Colorado Springs New Fire Station #24
- City of Colorado Springs Fire Station #25 Remodel & Addition
- City of Castle Rock Fire Station 156 & Fleet Facility
- City of Castle Pines New City Hall (Design)
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- City of Delta Armory Police Community Safety Center - D-B
- City of Lamar Public Safety Building Assessment and Renovation
- Colorado Army National Guard Alamosa New Readiness Center
- Jefferson County Conference Center
- Jefferson County General Office Remodel Master Plan
- Pueblo Municipal Justice Center PMJC Chiller/Boiler Replacement
- Pueblo West Metro District New Administration Building
- Adams State University Richardson Hall Renovation

**Bridgers &
Paxton**

Steve Taylor **PE**

Principal, Office Leader, Lead Mechanical Engineer



Steve Taylor is a Principal and Office Leader for B&P's Colorado Springs regional office. His project experience includes project management and mechanical engineering design for healthcare, commercial, industrial, and educational facilities. Steve's design experience includes: facility assessment studies, pre-design investigation, heating and cooling load calculations, traditional HVAC system design, energy efficient HVAC; medical and laboratory gas, process piping, heat recovery systems, central plant, Divisions 21, 22 & 23 specification editing, EMCS, sequence of operation editing, LEED documentation and submission, and IECC compliance verification. Steve has completed energy simulations and life cycle cost analysis for both LEED and non-LEED buildings.

Education

Bachelor of Science,
Architectural Engineering
Kansas State University

Registration

Licensed Colorado
Engineer #046750

Affiliations

Member, American Society
of Heating, Refrigerating and
Air-Conditioning Engineers
(ASHRAE), Member

LEED Accredited

Representative Work

City of Colorado Springs City
Administration Building Renovation

City of Colorado Springs Public Works
Building Renovation Concept

City of Colorado Springs New Fire Station #24

City of Colorado Springs Fire Station
#25 Remodel & Addition

City of Castle Rock Fire Station 156 & Fleet Facility

City of Castle Pines New City Hall (Design)

City of Pueblo Mineral Palace
Atrium HVAC Replacement

City of Delta Armory Police Community
Safety Center - D-B

City of Lamar Public Safety Building
Assessment and Renovation

Colorado Army National Guard
Alamosa New Readiness Center

Jefferson County Conference Center

Jefferson County General Office Remodel Master Plan

Pueblo Municipal Justice Center PMJC
Chiller/Boiler Replacement

Pueblo West Metro District New
Administration Building

Adams State University Richardson Hall Renovation

City of Aurora Three New Fire Stations #15 #16 #5

Norris Penrose Event Center

Widefield Water & Sanitation District
Admin Building City of Fountain

City of Colorado Springs Pioneer
Museum Gazebo Renovation

Cheyenne Mountain Zoo Giraffe Exhibit & Gift Shop

Cheyenne Mountain Zoo Edventure Building

Cheyenne Mountain Zoo Hippo Penguin Exhibit



AE Design

Who We Are & What We Do

At AE Design, we are passionate about making our clients’ lives easier through the design of unique integrated lighting, technology and electrical solutions. We achieve exceptional results through proactive collaboration, a focus on responsible design, and a people-centric culture grounded in expertise and high-touch service.

Our dedication to great design and our leading-edge solutions to even the most technical engineering challenges allow us to consistently maximize our clients’ long-term investment. We proactively keep up with new and current technology, and this firm-wide hunger for learning and delivering the very best solutions for our clients shines through on every project we design.

Why AE Design? - How We Cultivate Community

Over the last 21 years, AE Design has successfully delivered a wide range of community enrichment and park restoration projects with various scopes including amenities like pavilions, art installations, and trails. These projects respect the unique needs of their communities and the cultural significance of the areas, with energy savings planning and ease of upkeep always at the top of mind. Many involved consideration for neighborhood architectural styles, design of sustainable systems, and integrated lighting, electrical, and technology design into existing or historic structures.

We come to the table ready to listen with solutions that will uphold the design intent and support project goals and budgetary parameters. By keeping innovative, sustainable solutions at the forefront of everything we do, we believe our expertise sets us apart and makes us an ideal partner to aid in the restoration of Hiawatha Gardens.

ROLE

Services

- Lighting Design
- Electrical Engineering
- Audio / Video Design
- Technology Services
- Commissioning
- Theater Systems

AE Design



Education

University of Colorado,
Boulder
Bachelor of Science,
Architectural Engineering

Affiliations

Certified Commissioning
Authority

Illuminating Engineering
Society of North America

International Association of
Lighting Designers Member

LEED Accredited Professional

National Council of Examiners
for Engineering and Surveying

USGBC Member

WELL Accredited Professional

International Living Future
Institute Member

Jon Brooks **PE, IALD, WELL AP, LEED AP BD+C, CXA**

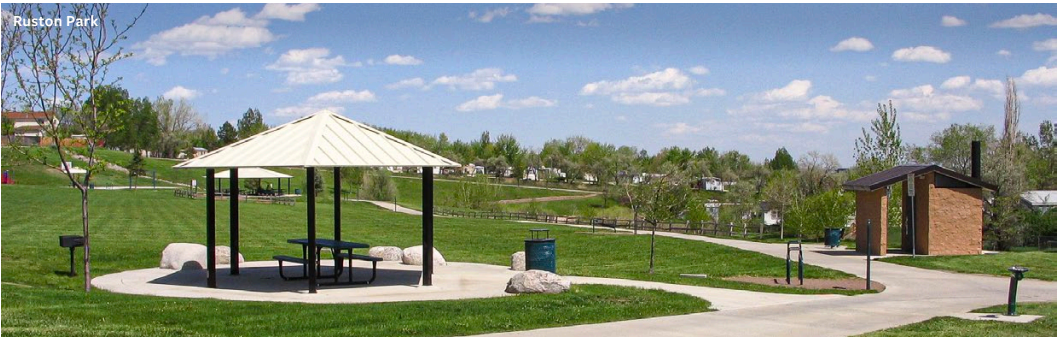
Principal

Jon Brooks has over 29 years of experience in the electrical engineering and lighting design fields and helped to found AE Design in 2004. He provides the expertise and coordination commitment required for lighting, power systems, and sustainable systems.

Energy savings are always top-of-mind and Jon applies strategies to reduce energy usage on every project even when not seeking certification such as LEED. His dedication to maintaining an up-to-date knowledge base on ever changing electrical technologies and standards provide the most appropriate solution for each project and owner.

Representative Work

John Meade Park Restroom, Cherry Hills, CO	NPS SCBL Visitor Center Historic Structure Report & Cultural Landscape Report, Scotts Bluff National Monument, NE
Milliken Park Restroom, Englewood, CO	Auraria Campus 9th Street Historic District Historic Structures Report, Denver, CO
NPS MEVE Restrooms, Mesa Verde National Park, CO	United States Air Force Academy Tri-Intersection Bridge, Colorado Springs, CO
NPS DEVA Bunkhouse, Restroom, and Parking Lot, Death Valley National Park, CA	High Point Boulevard & West Second Bridge, Denver, CO
Discovery Park Restrooms, Overlook, and Picnic Pavilion, Aurora, CO	McNichols Civic Center Public Space & Exhibit Renovations, Denver, CO
Bond Park Picnic Pavilion, Estes Park, CO	Everland Immersive Art Park, Salida, CO
Eisenhower Park Picnic Improvements, Denver, CO	Soda Springs Park, Manitou Springs, CO
Whirlpool Parking Lot Expansion, Aurora, CO	Erie Community Park Amenities, Erie, CO
NPS OZAR Big Spring Lodge and Cabins Historic Structures Renovations, Ozark National Scenic Riverways, MI	Prairie Lakes Open Space Master Plan, Brighton, CO
NPS GRCA Maswik Lodge Historic Structure Report, Grand Canyon National Park, AZ	



AE Design

Melina Saunders **EI, Assoc. IALD, LEED GA, CxA**

Senior Project Manager



Melina brings her creativity, devotion, and problem-solving skills to both her technical electrical designs and creative lighting designs.

Melina’s strong commitment to the quality of the project shows through the accurate, timely and detailed coordination among the architectural team, interior team and project owner on every detail. She always works towards the optimal design: practical, energy efficient, and fitting the needs and goals of the client.

Education

University of Colorado, Boulder
Bachelor of Science, Architectural Engineering

Affiliations

Commissioning Accredited Professional
International Association of Lighting Designers Member
LEED Accredited Professional
USGBC Member

Representative Work

- NPS DEVA Bunkhouse, Restroom, and Parking Lot, Death Valley National Park, CA

NPS TICA Restrooms, Timpanogos Cave National Monument, UT

Horizon Uptown Development Parks & Event Pavilion, Aurora, CO

Denver Pavilions Lighting Design, Denver, CO

NPS GATE Jacob Riis Parking Rehabilitation, Gateway National Recreation Area, NY

NPS OZAR Big Spring Lodge and Cabins Historic Structures Renovations, Ozark National Scenic Riverways, MI

NPS GRCA Maswik Lodge Historic Structure Report, Grand Canyon National Park, AZ

NPS SCBL Visitor Center Historic Structure Report & Cultural Landscape Report, Scotts Bluff National Monument, NE

Colorado Asian Pacific United Historic Marker & Mural Lighting, Denver, CO
- Auraria Campus 9th Street Historic District Historic Structures Report, Denver, CO

Centaur Village Patio & Art Work Lighting, Lafayette, CO

E470 Plaza B Redevelopment, Aurora, CO

Downtown Westminster Center Park, Westminster, CO

Soda Springs Park, Manitou Springs, CO

Delta Park, Greeley, CO

England Park Renovation, Westminster, CO

Bear Creek Lake Park Master Plan, Lakewood, CO





HydroSystems•KDI

ROLE **Irrigation Design**

HydroSystems was created in 1993 to meet the irrigation planning and design, water auditing and management, construction observation and management needs of the landscape industry in the Rocky Mountain Region. Hydrosystems started with a staff of two and grew to seven until August of 2002, when Hydrosystems and KDI Designs merged companies, in a need to increase the staff size to keep up with the ever-increasing demand of the irrigation industry. We moved our offices to Lakewood to accommodate the increased staff size, where we are currently located today. Today we have grown to a staff of ten and total over one hundred ninety combined years of experience in the irrigation system construction and design environment. We are uniquely qualified to meet the needs of our clients and project owners and HydroSystems•KDI is dedicated to provide a level of service and technical expertise in irrigation system design that is unmatched in the consulting industry.

Our staff currently consists of eight employees, all of which are irrigation system designers. HydroSystems•KDI, Inc. currently utilizes AutoCAD version 2021 for all planning and irrigation design efforts. We utilize our own irrigation design software that overlays onto ACAD, developed and design for our own internal use, by members of the staff. We also have GPS equipment that we use for basic spot surveys and GPS located as-built plans. Jill Bersano or Ken DiPaolo (CID) will act as the Principals in charge overseeing a designated Senior Associate for each individual project, who will then be responsible for assembling an internal team, scheduling, all planning, design and overall coordination issues as well as preparation of the project manual. Jill, Ken and the staff that are assigned to the project will attend all meetings with the Design Team. Tom Beall (CID) will handle any irrigation system pump and water feature mechanical system designs. Hugo Ochoa or Omar Vasquez will take care of all on-site inspections and John Keesen will handle all of the water management and audits, as well as some on-site inspections.

Personnel

Jill Bersano: President, Principal, Designer

Ken DiPaolo, CID: Vice President, Principal, Designer

Tom Beall, CID: Senior Associate, Designer, Water Feature Mechanical System Design, Irrigation System Pump Design

Amber Clark, CID, Texas Irrigator Lic., QWEL: Principal, Senior Associate, Designer

John Keesen, CLIA: Principal, Senior Associate, Designer, Water Audits, Water Management

Kameron Craig, Texas Irrigator Lic.: Associate, Designer

Hugo Ochoa, QWEL: Senior Associate, Field Personnel

Heater Carr: Associate, Designer

Tim Thorngate: Associate, Designer

Omar Vasquez: Associate, Designer, Field Personnel

Hydrosystems•KDI

Jill Bersano

President, Principal, Project Manager

Education

Red Rocks Community College – CAD Certification

Metropolitan State University of Denver – Bachelor of Science in Management

Affiliations

Member of IA (Irrigation Association), Level 2 Testing

Certified with Green Industries of Colorado

Certified with The Town of Castle Rock

QWEL, Qualified Water Efficient Landscaper

Mrs. Bersano is President and owner of HydroSystems•KDI and manages all irrigation system designs, planning, production, scheduling and construction observation work.

Mrs. Bersano began her career in 2000 at KDI Designs, specializing in contractor design-build irrigation projects. In August 2002, KDI Designs merged with HydroSystems and Mrs. Bersano assumed a project manager position in HydroSystems•KDI, Inc. In 2014, Mrs. Bersano became part owner of HydroSystems•KDI, Inc. and was Vice President until January of 2018 when she became the majority owner/President and has restructured the company, responsibilities and officers. She also assists in company management, operational functions, including bookkeeping and invoicing. Mrs. Bersano is a graduate of Metropolitan State University of Denver with a degree in Business Management.

Mrs. Bersano is a Principal of HydroSystems•KDI and acts as a Project Manager for select projects, specializing in large community developments and city projects.

Representative Work

Arista Broomfield, Colorado	Dry Creek Community Park Longmont, Colorado	Crystal Valley Ranch Castle Rock, Colorado
Backcountry Highlands Ranch, Colorado	Lake Minnequa Park Pueblo, Colorado	Westerly Creek Denver, Colorado
Wheatland's Aurora, Colorado	Prairie Center Commerce City, Colorado	Sterling Ranch Douglas County, Colorado
Southlands Aurora, Colorado	Parkfield Lake Park Denver, Colorado	C70 Cover Top Park Denver, Colorado
Erickson Wind Crest Highlands Ranch, Colorado	Castle Rock Adventist Hospital Castle Rock, Colorado	Barefoot Lakes Firestone, Colorado
The Meadows Castle Rock, Colorado	Midtown Adams County, Colorado	Looking Glass Parker, Colorado
Leyden Rock Arvada, Colorado	Colfax & Lipan Medians Denver, Colorado	Painted Prairie Aurora, Colorado
Ridgegate Lonetree, Colorado	Peoria Crossing Denver/Aurora, Colorado	Windler Aurora, Colorado
Adams County Government Center Brighton, Colorado	Amber Creek Thornton, Colorado	
Harvest Junction Longmont, Colorado	Rockinghorse Aurora, Colorado	

Hydrosystems•KDI

Ken DiPaolo

Vice President, Principal, Project Manager

Education

University of Colorado –2 years (General Studies)

Mechanical Drafting Certificate from Siebel School of Drafting

Affiliations

IA Certified Irrigation Designer – Golf Course Design

Mr. DiPaolo is Vice President and owner of HydroSystems•kdi and helps manages irrigation system design, planning, production, scheduling and construction observation work. Mr. DiPaolo began his career in irrigation as an irrigation designer at The Warner Company, a local wholesale supplier, in 1976. In 1988 The Warner Company sold out to Ferguson Enterprises and Ken opened a new wholesale irrigation supply business called Westurf Distributors. Ken was an operating partner and owner in Westurf Distributors until October 1999 when he sold the business to United Green Mark. Throughout the 23 years in the wholesale supply business Ken provided design-built irrigation designs at the contractor level. Ken developed several design programs that are still being utilized to educate Contractor’s in the Denver area. Ken also taught basic irrigation design and installation at Arapahoe Community College, in Colorado, for five years. In 2000, Ken opened a small irrigation design and consulting business called KDI Designs, specializing in contractor design-built irrigation projects. In August 2002, KDI Designs merged with HydroSystems and Ken became a co-owner in HydroSystems•kdi, Inc. As of February 2007, Ken has become the sole owner of HydroSystems•kdi and assumed all operations and management responsibilities of the company. Starting in 2014, Ken begun to transfer stock and ownership to Jill Bersano and named her Vice President. In January of 2018 Jill Bersano came the majority owner/President and has restructured the company, responsibilities and officers. Ken remains part of the ownership and holds the position of Vice President. This combination of the wholesale supply industry and design experience has given Mr. DiPaolo the unique qualifications to understand all aspects of irrigation system design.

Representative Work

Park Hill Golf Course
Denver, Colorado

Promontory in Greeley

170 (125 west to Huron Street) project for Colorado Department of Highways

Memorial Park for City of Arvada

Dick’s Sporting Goods Stadium and Soccer Complex - Commerce City, Colorado

Glendale Sports Complex - Glendale, Colorado

Denver Federal Center

Central Control Conversion
Lakewood, Colorado

Harvey Park & Pump
Denver Parks, Colorado

Civic Center

Park Redevelopment
Denver Parks, Colorado

Fred Thomas Park
Denver Parks, Colorado

Curtis Park
Denver Parks, Colorado

North Speer Blvd.
Irrigation Renovations
Denver Parks, Colorado

Golden High School
Golden, Colorado

RTD Light West Rail Line
Golden, Colorado

6th Ave & 125Renovations
Denver

Sterling Ranch
Douglas County

Washington Park
Denver Parks

HydroSystems•KDI

Amber Clark

Principal, Project Manager

Education

Associates of Science in
Ornamental Horticulture
– Mt. San Antonio
College, Walnut, CA

Emphasis: Landscape Design
and Construction, Nursery
Management, Irrigation
Design, Interior Landscaping

Civil Engineering Studies
– Colorado School of
Mines, Golden, CO

Horticulture Studies –
Front Range Community
College, Westminster, CO

Affiliations

Member, Irrigation Association

Certified Irrigation Designer
(CID), Irrigation Association

Texas Irrigator License

Past Member, California
Chapter, American Society
of Landscape Architects

Past Member, California
Chapter, American
Horticultural Society

Past Member, Colorado
Chapter, American Society
of Civil Engineers

QWEL, Qualified Water
Efficient Landscaper

Ms. Clark began her career designing landscapes for homeowners in California in 1998. Her designs included hardscape elements, landscape plans, irrigation systems, and landscape lighting. Her services included construction plans and consulting for homeowners. In 2002, Amber returned to the Denver area and continued designing while updating her education for the Colorado climate. In 2005 she joined the HydroSystems•KDI team as a Project Manager and began focusing on Commercial Irrigation Design. She specializes in rooftop and over structure designs. Ms. Clark is an Associate of HydroSystems•KDI and acts as a Project Manager for select projects. She also acts as an in-house Horticultural Consultant for other designers, analyzing the Landscape Architect’s plans to determine the design’s intentions and special requirements. She then assists in selecting of the most efficient application of water to match that specific design.

Representative Work

T-Mobile Arena
Las Vegas, NV

McGregor Square
Denver, CO

Several Urban Corridor Projects,
including: 16th Street Mall
Renovation, “Ambassador Street”
14th Street, South

Federal Green Boulevard,
South Broadway
Denver, CO

MASTER DEVELOPMENTS

The Meadows at Castle Rock (many)

Town of Castle Rock, CO

Baseline
Broomfield, CO

Bellevue Station
Denver, CO

Denargo Market
Denver, CO

Loretto Heights Campus
Denver, CO

200+ ON STRUCTURE (ROOF
DECK OR AMENITY DECK)

1144 15th Street

Born Hotel

One Lincoln

McGregor Square

One City Block

Denver University
Community Commons

The Platform

The Coloradan

Alexan

PROJECTS (VARIOUS)

Modera Projects (Various)

CSU Spur at National
Western Complex

1900 Lawrence



Marx|Okubo

ROLE Roof Consultant

Marx|Okubo Associates, Inc. (Marx|Okubo) is pleased to provide the enclosed qualifications to supplement Davis Partnership's submission for roofing consulting services for the Hiawatha Gardens project in Manitou Springs, Colorado.

As a trusted national architecture, engineering, and construction (AEC) consulting firm, Marx|Okubo works with architects, developers, real estate owners, investors, and lenders—at every point of the property lifecycle—to evaluate their building projects, solve complex challenges and implement tailored solutions.

Leveraging broad technical expertise with deep local insight in AEC, our knowledgeable regional project teams help clients understand their projects' complexities, so they can make the most informed decisions during design and construction, and, ultimately, mitigate their risk.

For over 40 years, Marx|Okubo has worked to bring realistic solutions, value-added services, and a reputation for excellence to our clients, who represent a vast client roster across many asset types. Our team of experienced professionals and technical support staff have successfully completed numerous projects similar to the one at hand, making us well-equipped to tackle any challenge.

Select Relevant Experience

Summit Medical Office Building, Summit County, Colorado

Leak investigation and roof replacement over a sensitive tenant space, including cancer and surgery centers. Fully-adhered, fleece back EPDM over insulation. Marx|Okubo diagnosed the leaks and oversaw replacement providing significant oversight during the repair.

Modera West Wash Park, Denver, Colorado

TPO and Hot, Fluid-Applied Waterproofing Assemblies. Leak investigation and assist owner with repair scope. Performed periodic observations during repair

Aura Santa Fe Apartments, Denver, Colorado

TPO roof assembly. Roof assembly and detail review during design development and construction document phases in preconstruction. Site observations during construction and final close out walk inspection.

Baseline Apartments, Broomfield, Colorado: Asphalt Roof Assembly

Roof assembly and Detail Review during design development and construction document phases in pre-construction. Site observations during construction and final close out walk inspections.

AGIII Apartments, Denver, Colorado:

Asphalt Roof Assembly

Roof assembly and Detail Review during design development and construction document phases in pre-construction. Site observations during construction and final close out walk inspections.

Marx|Okubo

Christian Stover **PE, LEED AP**

Vice President



As Vice President in Marx|Okubo's Mountain-Midwest region, Christian performs building envelope-related design and constructability reviews, forensics, and expert witness investigations. Additionally, she performs core services such as owner's representation, construction project management, and property condition assessments.

Her experience at the firm includes work in building enclosure reviews, water damage restoration, construction quality inspections and budget reviews. Christian has also been actively involved in design-assisted building envelope reviews, exterior envelope forensic investigations and expert witness testimonies, specializing in technical and construction analysis and code review.

Prior to joining Marx|Okubo, she worked with a Philadelphia architecture firm, focusing on design and program of educational facilities.

Christian holds a bachelor's degree in arts and sciences from the University of Pennsylvania and a master's degree in architecture from the University of Colorado - Denver. She is a licensed architect in Colorado and Texas, a Certified Level One Thermographer and Building Enclosure Commissioning Process Provider (BECxP), and has completed the Installation Masters and Window Testing course. She is a member the National Council of Architectural Registration Boards (NCARB) and the American Institute of Architects (AIA).

Marx|Okubo

Wyatt Nagorski

Associate



Wyatt, Associate in Marx|Okubo's Mountain-Midwest region, reviews and analyzes drawings and technical specifications related to building enclosures with a focus toward practical, constructable, and enduring solutions. He performs forensic reviews on building enclosures, including visual reviews and diagnostics as well as directs and oversees testing and any intrusive investigation conducted by third-party subconsultants on existing and new construction projects. Wyatt also collaborates with clients, internal project teams, and consultants, and is ultimately responsible for an overall understanding of each project he is assigned.

Wyatt has over 20 years of experience in the construction industry. Prior to joining Marx|Okubo, he spent six years as a project manager at Intertek, where he assisted with design reviews, conducted site visits providing building enclosure commissioning services, and led functional performance testing of architectural systems as well as forensic investigations. He has experience working with various property types, such as schools from PK-12 to university buildings, medical office projects and hospitals, various commercial buildings, and multifamily residential projects. Wyatt holds a bachelor's degree in business administration from the University of Nebraska and a master's degree in political science from Central European University in Budapest, Hungary.

Current Availability and Commitment

The entire team is committed to the project and at a minimum, each key staff member will commit the following percentages of their time to your project.

Davis Partnership Architects (Architecture, Landscape Architecture, and Interior Design)

Team Members		Phase									
Davis Daniel	Principal in Charge	Concept Design	20	Schematic Design	25	Design Development	25	Construction Documents	10	Contract Admin.	10
Justin DiPietro	Lead Landscape Architect		30		25		20		20		10
Byron Zick	Project Manager		40		40		30		30		5
Genesis Mateo	Project Architect		40		80		80		70		30
Kelsey Reker	Interior Designer		20		20		30		30		15
Zach Rupprecht	Landscape Designer		20		25		35		50		10

Martin/Martin (Civil and Structural)

Team Members		Phase									
Matt Dezort	Structural Associate – Structural Engineering	Concept Design	20	Schematic Design	15	Design Development	15	Construction Documents	10	Contract Admin.	5
Nicole Lane	Investigative Principal – Historic Preservation		20		15		15		10		5
Logan Erf	Bridge Senior Project Engineer – Bridge Engineering		5		10		20		20		10
Ryan Byrne	Civil Principal – Floodplain Permitting		15		15		10		5		5
Peter Buckley	Civil Principal – Site Development		20		15		15		10		5

Bridgers & Paxton (Mechanical, Plumbing and Fire Protection)

Team Members		Phase									
Steve Taylor	Principal, Lead Mechanical Engineer	C	20	SD	25	DD	25	CD	10	CA	10

AE Design (Electrical, IT, Low Voltage Design, and Lighting Design)

Team Members		Phase									
Jon Brooks	Principal	C	55	SD	45	DD	45	CD	30	CA	30
Melina Saunders	Senior Project Manager		65		55		55		35		35

HydroSystems•KDI (Irrigation Design)

Team Members		Phase									
Jill Bersan	Principal	C	20	SD	25	DD	25	CD	10	CA	10
Ken DiPaolo	Project Manager		30		20		20		20		10
Amber Clark	Associate, Designer		40		40		40		30		5

Marx Okubo (Roof Consultant)

Team Members		Phase									
Christian Stover	Vice President	C	-	SD	2	DD	8	CD	15	CA	7
Wyatt Nagorski	Associate		-		2		12		20		25

4

Similar Project Experience

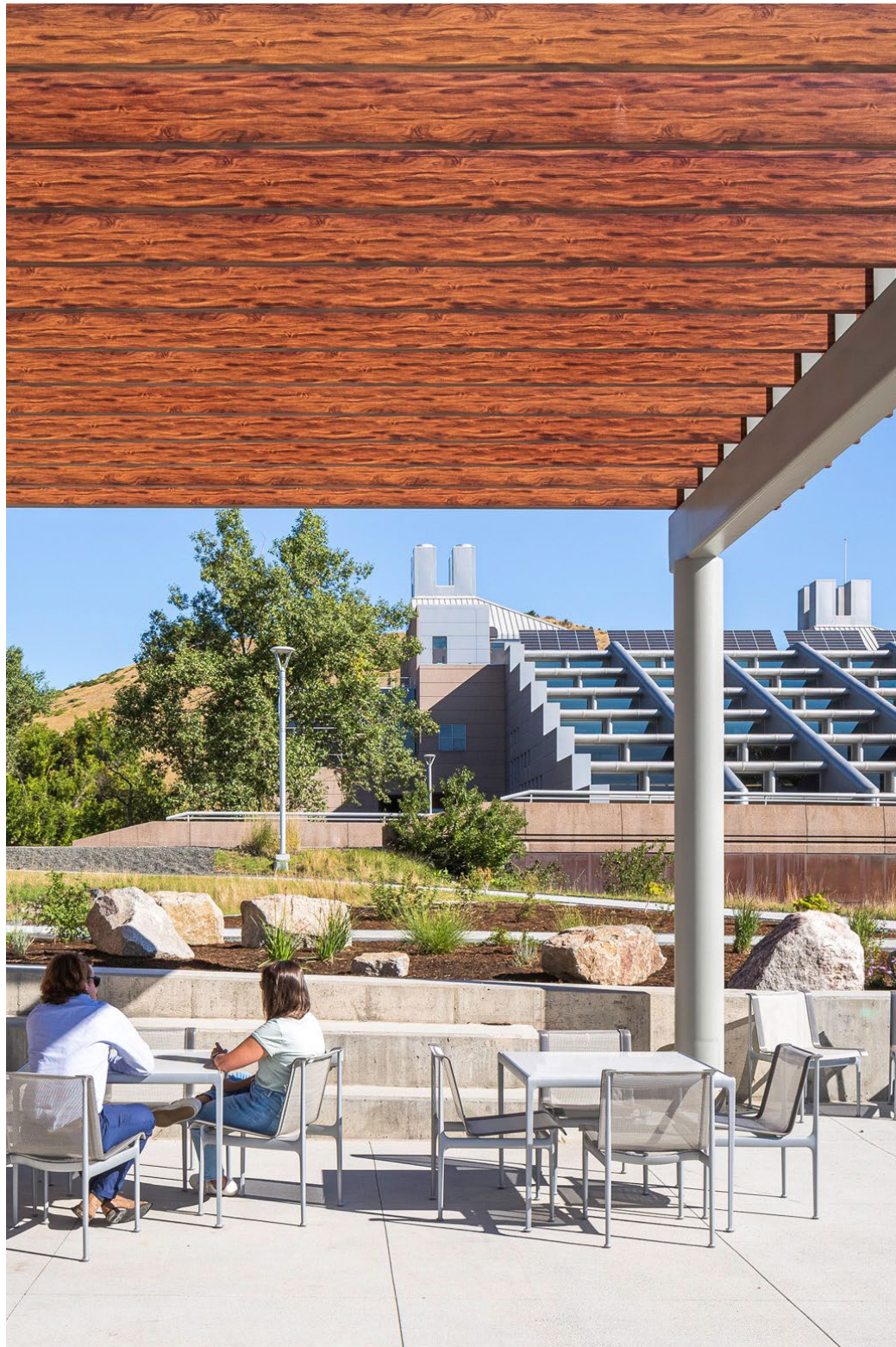


PHOTO:
NREL Research & Innovation Laboratory (RAIL)



TEAM INVOLVEMENT

David Daniel

RELEVANCE

Seamless Integration of new construction into existing context, and Historic Remodel.

Freyer–Newman Center at the Denver Botanic Gardens

At A Glance

LOCATION Denver, Colorado
 SIZE 100,557 sf
 BUDGET \$31.5M
 COST \$33.0M
 CONSTRUCTION START May 2018
 COMPLETED August 2020
 DELIVERY MODE CM/GC
 SUSTAINABILITY LEED Gold
 OWNER Denver Botanic Gardens
 CONTRACTOR GH Phipps

Services Provided

Architecture, Interior Design, Landscape Architecture, Lighting Design

Reference

Brian Vogt
 Denver Botanic Gardens
 Chief Executive Officer
 vogtb@botanicgardens.org
 (303) 521-8648

In early 2016, Davis Partnership Architects won a design competition to design the new Freyer–Newman Center at the Denver Botanic Gardens. The project serves as a museum for botanic art and science and two levels of underground parking. The multi-faceted structure includes art studios and classrooms, galleries, an auditorium, a library including a rare books room, laboratories for research as well as conservation of botanic samples, a herbarium for preserved plant collections, and administrative office space. The project scope also included the **remodel of the historic Boettcher Memorial Center** designed by the late Victor Hornbein in 1966.

The design challenge was to create a facility that is expressive of the program, welcoming to visitors, yet humble in relationship to the existing campus. This is the only building at Denver Botanic Gardens accessible to the public without requiring tickets to tour the gardens, playing an important role in increasing the public's access to the arts and education programs of the gardens.

“We are excited to be working with Davis Partnership Architects in the design of this important new project” stated Brian Vogt, CEO of the Denver Botanic Gardens. “Our selection committee was extremely impressed with their design vision and the way their approach was respectful of the original architecture on our campus.”

Davis Partnership Architect's concept delivered a design that was “humbly iconic”, respecting the existing architecture while re-interpreting the botanical references that influenced the original design. These botanical references were expressed in structural forms, the use of materials, and in the pattern work of details.





TEAM INVOLVEMENT

David Daniel
Byron Zick

RELEVANCE

Connections to culture and heritage.
Prefabricated bridge design.

Anythink Nature Library

At A Glance

LOCATION Thornton, Colorado
SIZE 33,000 sf
15-acre library property on
140-acre Aylor Open Lands
BUDGET \$43.4M
COST \$43.4M
CONSTRUCTION START Q3 2024
COMPLETED Mid-2026
DELIVERY MODE CM/GC
OWNER Anythink Libraries
CONTRACTOR GH Phipps

Services Provided

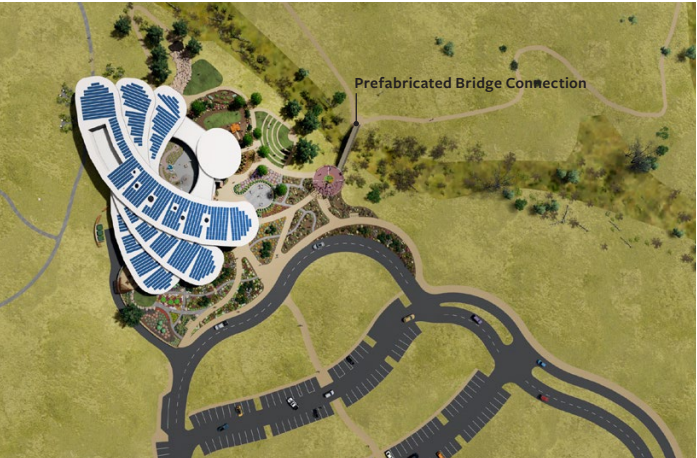
Architecture, Interior Design, Landscape
Architecture, Lighting Design

As a public library, Anythink provides access to knowledge in a free, safe and trusted space available to all. As an experience library, Anythink is even more uniquely qualified to build a nature library – using spaces, experts, “Trylts” and other resources to help people find their place in nature.

Inspired by the Environmental Kinship Guide, the library’s design is grounded in the understanding that “everything in the natural world is interrelated and that humans are a part of this as cohabiters.” (Learn more about the Environmental Kinship Guide at environmentalkinship.org.) Anythink also convened the Anythink Nature Library Advisory Council, which included Indigenous and Native American leaders from the Denver metro area, who provided expertise on the building’s design.

FEATURES OF THE NEW LIBRARY

- Programming spaces to reinforce nature learning, including an indoor/outdoor nature lab, a sun room and a dark room for both active and more meditative programs, and outdoor spaces that support Anythink’s vision to help people find their place in nature.
- Exterior gardens that will provide both passive and hands-on learning opportunities.
- Open air “kinship garden” within the library for people to connect with art and nature.
- One-mile loop trail on library property.
- Materials that facilitate nature learning and reflection, including “Trylts” specifically selected for outdoor learning and adventure.
- Café with indoor/outdoor service and seating.
- Trailhead that connects the library with the 140-acre Aylor trail systems.





TEAM INVOLVEMENT

Zach Rupprecht

RELEVANCE

Close collaboration between Architects, Civil Engineers, and Landscape Architects for a municipal client.

NREL Research & Innovation Laboratory (RAIL)

At A Glance

LOCATION Golden, Colorado

AREA 16,000 sf

BUDGET \$15M

DELIVERY Design-Build

COMPLETED Winter 2022

OWNER National Renewable Energy
Laboratory

CONTRACTOR M.A. Mortenson Company

Services Provided

Architecture, Landscape Architecture,
Interior Design & Signage

Reference

Bret Cummock
Project Manager
NREL
(303) 330-1426
Bret.Cummock@nrel.gov

The RAIL facility is the first new laboratory building to open at NREL's Golden campus since 2013. It was developed to not only provide critical research space for NREL but also serve as a demonstration project, focused on efficient and flexible research space that can be easily modified in the future as research evolves and new research equipment and capabilities are needed, ultimately saving the DOE money. RAIL is also the first of its kind at NREL with the goal of setting a new standard for collaboration in research with flexible spaces that are cost-efficient to operate. This includes, among other things, shared laboratory spaces with intentional internal and external collaboration areas without assigned office space, including much-needed wet lab space.

KEY OBJECTIVES OF THE FACILITY INCLUDE:

- Create a replicable lab modules of varying size that allows multiple program users to share resources or occupy and perform specialized research with minimal lab customization for end user needs of each program.
- Utilize control areas and generic utility distribution to maximize Maximum Allowable Quantities (MAQs) for each lab.
- Deliver the maximum program scope for the budget.
- Collaborative relationship between NREL and the team to deliver quality design and construction.
- Facility shall be designed to be functional, maintainable, and efficient, and as mandated by "Guiding Principles for Sustainable Federal Buildings".
- Safety and environmental stewardship.
- Incorporate sustainable design standards for building systems and operation.





TEAM INVOLVEMENT

Byron Zick

RELEVANCE

Program included multiple uses.
Rigorous floodplain review
and approval process.

Anscchutz Student Center at Colorado Christian University

At A Glance

LOCATION Lakewood, Colorado
SIZE 49,285 sf
BUDGET \$22.6M
CONSTRUCTION COST \$22.6M
COMPLETED June 2017
DELIVERY MODE CMGC
OWNER Colorado Christian University
CONTRACTOR GE Johnson

Services Provided

Programming, Space Planning, Design of
Flexible and Collaborative Workspaces,
Finish Selection and Specification, Lighting
Design, Graphics, and Furniture Selection

Reference

Shannon L. Dreyfuss
Vice President
Colorado Christian University
(303) 963-3411
sdreyfuss@ccu.edu

The Anschutz Student Center is the third installment of redevelopment at CCU, creating a new hub for students, faculty, and university administration in the center of campus. It offers 49,285 sf of dining, student gathering, and office space.

Upon entrance, there is a great room, with the ability to seat an additional 200 students as cafeteria overflow or study, hangout, or meeting space. The great room has a traditional, rich feel and features soft seating and tables. The main floor also houses the Cougar Den, featuring grab-and-go food and additional seating. Downstairs, there is a bookstore and 6,000 sf of student fitness space, offering CCU students more access to workout equipment. The upper floor is a hangout space for students, and includes a game room, along with Student Life and Student Activities offices.

IN ADDITION, THIS PROJECT REQUIRED A RIGOROUS FLOODPLAIN APPROVAL PROCESS. The LOMR (Letter of Map Revision) and CLOMR (Conditional Letter of Map Revision) floodplain submittal processes were complex and required approvals from Lakewood, FEMA, the Regional Stormwater Authority, US Fish and Wildlife, and the Army Corps of Engineers.





TEAM INVOLVEMENT

David Daniel
Byron Zick

RELEVANCE

Entire project is located in a floodplain, and delivered in multiple permit packages.

Russell House

At A Glance

LOCATION Denver, Colorado
SIZE 470,000 sf, 289 dwelling units
ANTICIPATED PROJECT COST \$85M
DELIVERY METHOD CM/GC
COMPLETED In Permitting, Anticipated
Completion in Q2 2027
OWNER Downing Street Investments
CONTRACTOR Arco Murray

Services Provided

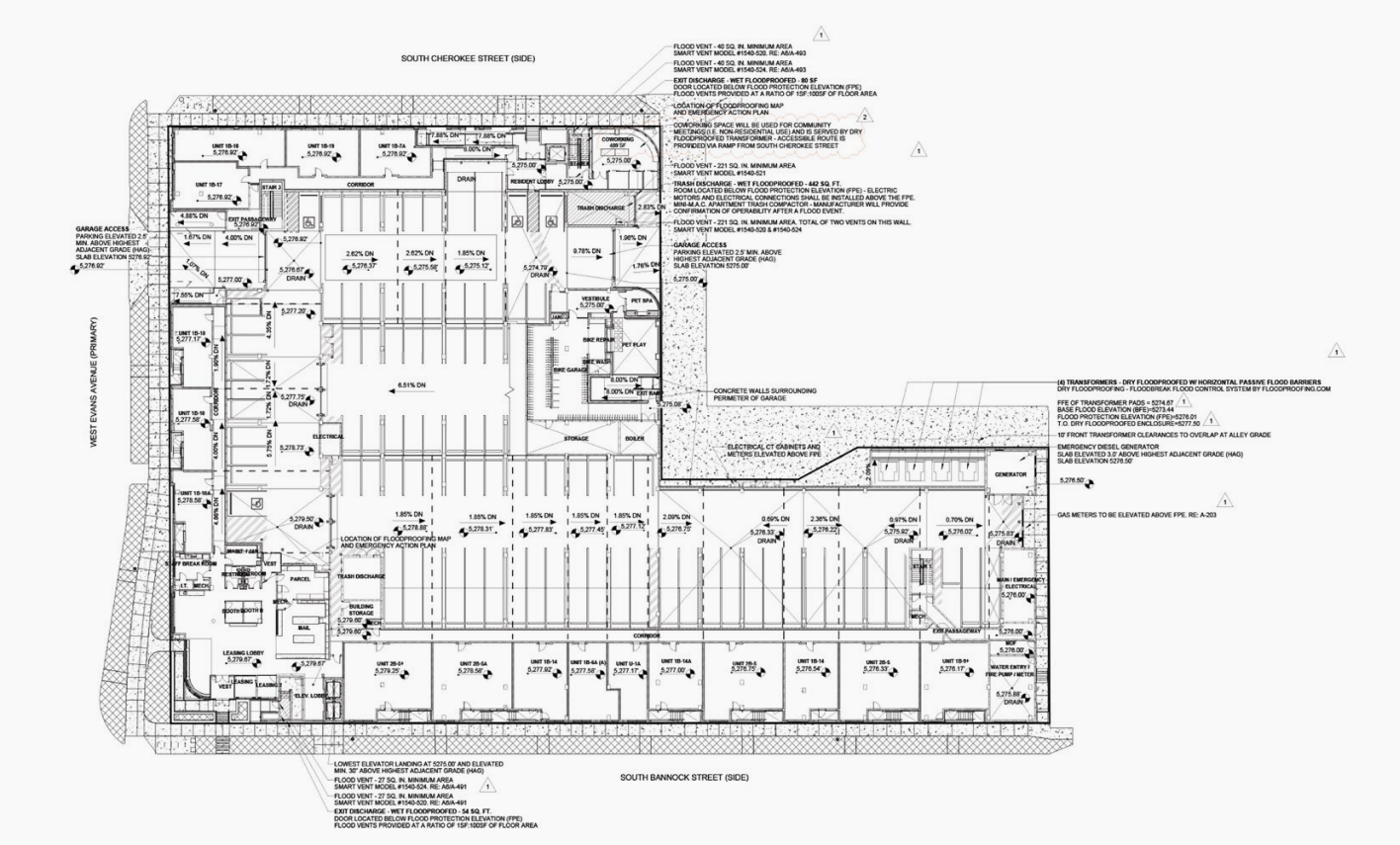
Architecture, Interior Design, Landscape
Architecture, Lighting Design,
Signage/Wayfinding, Branding

Russell House is a seven-story market-rate multifamily development located at Evans Avenue and Bannock Street in South Denver. Developed by Downing Street Investments, the project features 289 residential units and includes 303 parking spaces. The project consists of a 5-story residential tower situated on top of a 2-story concrete podium. The building layout prioritizes both city and mountain views and offers a wide variety of studio, one-, two- and three-bedroom units. Indoor and outdoor amenity spaces are provided on levels one and three in a combination of gathering, gaming, and eating spaces, as well as a swimming pool and roof deck overlooking Pikes Peak.

A UNIQUE ITEM OF NOTE IS THAT THIS ENTIRE PROJECT IS LOCATED IN A FLOODPLAIN. Davis Partnership and our consultants incorporated both wet and dry floodproofing strategies to meet all local and federal regulations, while ensuring that building elements will remain fully intact after a flood event.



Interior Renderings



Floodproofing Design Plan

5

Project Approach



PHOTO:
Center for Community at University of Colorado

Project Approach

The City of Manitou Springs has provided a thorough Request for Proposal and robust supporting documentation that establishes an exciting vision for the future of Hiawatha Gardens. This is a tremendous opportunity to breathe new life into the Gardens and continue the tradition of providing community-focused spaces for the City. With the opportunity comes the responsibility of delivering a project that is responsive to the public and City needs, within budget, and within the established timeline. Davis Partnership Architects is uniquely qualified to accept those responsibilities, provides expertise across the team to deliver exceptional quality of design and documentation, and is committed to the success of the project.

The project approach for Hiawatha Gardens is informed by our experience and expertise in delivering successful projects for more than 50 years, our embodiment of collaboration as an interdisciplinary practice, the City's devotion to public engagement, and recognition of the opportunities and challenges specific to this project.

Experience and Expertise

For over 55 years, Davis Partnership Architects has been delivering successful projects and earning the trust and respect of our clients and peers alike. The result is an innovative and influential practice, with specializations in architecture, landscape architecture, interiors, and signage and experiential design. To build upon our firm's capabilities, we have coalesced a team of experts specific to the opportunities and challenges of Hiawatha Gardens.

Davis Partnership Architects will provide overall team leadership and project management. Excellent communication is essential in managing and delivering a successful project. Davis Partnership and our consultants will streamline communications with the City of Manitou Springs by providing a single point of contact from beginning to end. Davis Partnership's Byron Zick, AIA, Associate with nearly 20 years experience will serve as the project manager and daily point of contact for the project. In addition, he will organize the work plan, facilitate stakeholder engagement activities, and ensure that the overall design direction is consistent with project objectives.

Furthermore, the same team members (including consultants) who start at the schematic design stage of the project will continue with the project through construction administration to provide consistency to the owner, an efficient

and cohesive design process, and an understanding of project history to make proper decisions during construction administration. Communication is emphasized throughout the project through regular team meeting times, workshops, written documentation of meetings and stakeholder engagement. Davis Partnership makes it our highest priority to stay tuned to your most critical needs and to identify opportunities, and we respond to these in a timely, thoughtful and competent manner.

We believe that a collaborative and inclusive approach, working towards a common goal, results in higher level thinking and establishes a mutually shared understanding of the issues, challenges and reasoning behind proposed solutions – this is at the core of establishing group consensus. As facilitators and leaders, it is our obligation to earn your professional respect and gain your trust in delivering the vision for Hiawatha Gardens.





Public Engagement

We recognize the value that the City of Manitou Springs places on public engagement to inform its decision-making. It is apparent in Resolution 1023 that was passed by City Council in 2023, establishing a Public Engagement Plan. This process was experienced first-hand by Davis' Director of Landscape Architecture, Justin DiPietro, with his work on Soda Springs Park in his previous role.

Davis Partnership works to evolve a project collectively, ensuring all stakeholders are engaged and that all aspects of design decisions are deeply understood. The design progresses in a transparent fashion, using 3-dimensional digital modeling at the earliest stages of the project to clearly communicate the vision. Building consensus continuously with stakeholders at each design phase effectively builds on previous decision making. We seek vested interest in the success of the project and have found that open communication and transparent decision-making are key to broad support. Evolving the project design collectively with all key stakeholders allows us to gain client approvals, confirm the integration of all project goals and

expectations, and balance costs against the solutions created.

The same visualization tools used in stakeholder engagement can be used to communicate the project to the public. Working closely with the City to develop messaging, we understand that a well informed public ensures success for the City and Hiawatha Gardens.

Phase 1 Grant Funding

Davis Partnership is committed to delivering the Hiawatha Gardens project on schedule, including meeting the October 2025 deadline for completion of the Phase 1 permit drawings to maintain grant funding. That commitment is based on effective project management, productive stakeholder engagement, and clear communication. Anticipating that work begins in earnest following award by April 2nd, we have outlined the following approach to schedule:

- Mid-April: Project Kick-off with Owner/ Stakeholders, Design Team, CM/ GC (if secured).
 - Establish project objectives (guiding principles)
 - Establish lines of communication and primary contacts

- Confirm all stakeholders
- Confirm program
- Confirm schedule
- Identify challenges

- Mid-April through May (8 weeks): SD drawings, outline specifications, supporting visualization materials. Includes all phases.

- Facilitate User Group meetings for design and operational input
- Present to Design Advocacy Group and Owner Executive Committee for feedback and design refinement
- Provide 3D project renderings and materials for Public information
- Review and verify CM/GC cost estimate. Incorporate budget reconciliation measures

- June through August (10 weeks): DD drawings, outline specifications, supporting visualization materials. Phases 1 and 2.

- Facilitate User Group meetings (round 2) to confirm design meets operational needs and provide additional input for design refinement
- Present to Design Advocacy Group and Owner Executive Committee for feedback and design refinement

- Prepare materials and lead Community Meeting in coordination with City to provide design update
- Review and verify CM/GC cost estimate. Incorporate budget reconciliation measures
- August through October (10 weeks): CD drawings, specifications, supporting visualization materials. Phases 1 and 2.
 - Provide materials for Major Development Plan application, Grading and Erosion Control Permit, and Material Change of Appearance Certificate. Provide at 50% CD milestone
 - Co-present project with City's Project Manager to Planning Commission, Historic Preservation Commission, and City Council
 - Coordinate with CM/GC to realize any necessary final cost reconciliation measure and summary report of cost estimate through life of design and documentation
 - Coordinate with General Contractor and provide materials for building permit submission
 - Present final design to Design Advocacy Group, Owner Executive Committee, and City Council

- Prepare materials and lead informational Community Meeting in coordination with City

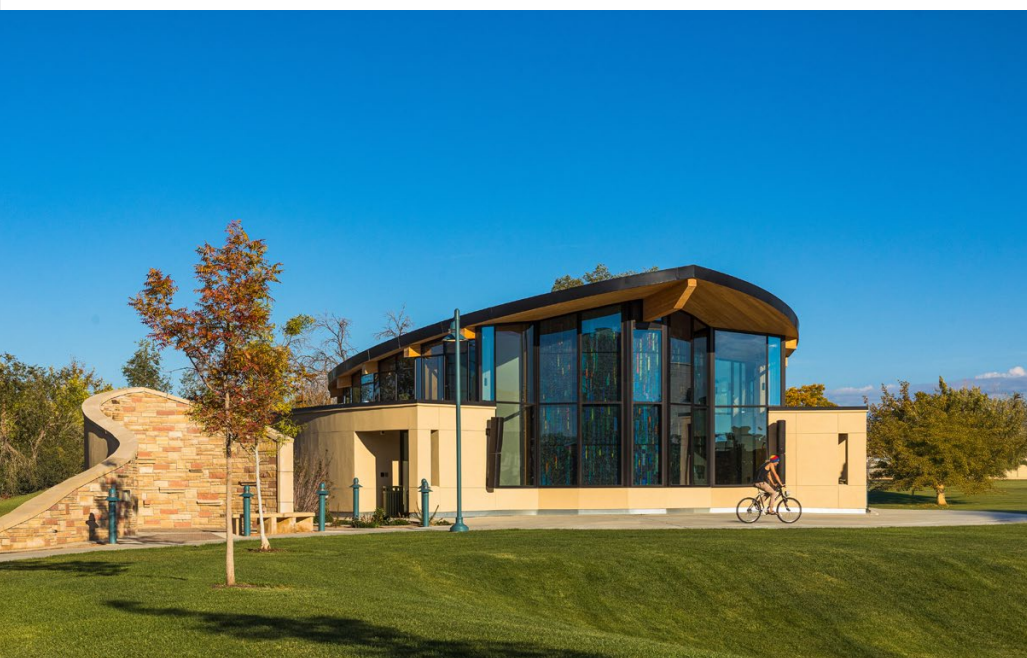
Budget, Schedule, Quality Control

Davis Partnerships and recognizes that cost, schedule, and quality is of primary importance in the planning, design, and construction of all projects, and our team takes this responsibility seriously. Managing these challenges requires experience, skill, and discipline throughout the design and construction phases. We see a great advantage in the CM/GC delivery method, utilizing the expertise of the contractor team to provide early and ongoing input of cost, constructability input, and schedule acceleration. The approach for Hiawatha Gardens will involve close and frequent collaboration with the CM/GC contractor, the City, and stakeholders to ensure it is designed and built within the fixed budget framework, on schedule, and achieves program requirements balanced with aesthetic and contextual considerations. Davis Partnership's success in maintaining excellence in budget, schedule, and quality control is based on some key factors:

- Establish well-defined objectives as a critical first step.
- Provide appropriate use of resources and value for the money.
- Optimize material and systems selection alternatives that provide the best balance between initial investment and ongoing operational costs.
- Transparency and clarity of design information as basis for accurate and comprehensive cost estimation.
- Responsiveness with design adjustments to optimize value and reduce project costs.

Cost Reconciliation: In close collaboration with the CM/GC and owner team, Davis Partnership will work at each stage of design to keep the project within budget. In the event that estimated costs exceed the construction budget, the design team will work closely with contractor to evaluate the design and identify the best methods of reducing costs while maintaining the integrity of the design. Davis Partnership and its consultants will evaluate their respective scopes, using their experience with comparable work to validate the contractor's estimate or identify potential misalignment of quantities or costs. The design team will offer a menu of additional cost reduction measures for consideration of the CM/GC contractor and owner team. Collectively, the greater team will evaluate options to provide the best value for the project, balancing cost, budget, and design intent.

Scope Control: While scope of work, often measured in quantities, is clearly a major cost-driver, the quality desired in the project also has a direct impact on the cost of construction. Both items can result in "scope creep," which can result not only in construction cost overruns but may also multiply with associated



design and operational costs. Scope control is a vital factor in managing cost, maintaining a schedule, and delivering a project within the fixed limit of construction dollars. Our experienced team recognizes when key decisions may adversely impact the construction cost, and we bring these issues to the immediate attention of the owner and stakeholders.

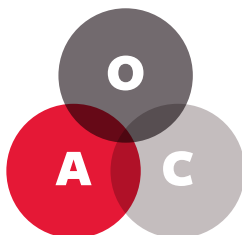
Quality of Construction Documents:

One of the most important aspects of keeping a project within budget is to avoid the costs of change orders that occur because of incomplete or uncoordinated construction documents. We put tremendous importance on producing quality drawings and specifications that fully describe the scope of work and provide clear definitions on the quality of materials and systems. Having a CM/GC delivery method provides an additional layer of accountability, with vested interest in assisting the design team in potential gaps in documentation. Davis Partnership utilizes rigorous quality control methods at every stage of design and documentation. Additionally, all vertical work utilizes Building Information Modeling (BIM) across all disciplines to produce designs that are fully coordinated.

CM/GC Collaboration

The Construction Manager/General Contractor delivery method is employed with many Davis

Partnership projects and offers several advantages that ultimately reduce risk for the Owner and Design Team and can lead to a more seamless project execution.



- Constructability input early and throughout design and documentation.
- Early and ongoing cost analysis to inform design decisions and maintain project within budget.
- Develop trust between Owner, Contractor, and Architect/Design Team.
- Streamline schedule.
- Smooth transition from design to construction.

The advantages can only be realized with effective communication and robust collaboration. The following factors form the basis of Davis' successful CM/GC partnerships:

- **Shared project objectives** that provide guidance through course of project. This might include budget, vision and aesthetics, transparency, and public engagement.
- **Clear communication** channels and **shared resources** (design models, cost analysis data, comment records) between Owner, Architect, and Contractor.
- **Responsive** to Owner and Contractor input to reach decisions quickly for incorporation into design and documentation.

Davis Partnership's long history has allowed us to form relationships with many of our region's General Contractors, developing strong relationships and earning mutual respect. This is the result of a culture of collaboration that promotes engagement and seeks knowledge.

Bridge Design

Davis Partnership has brought on the expertise and experience of Martin/Martin to provide design and documentation of the Phase 4 vehicular bridge across Fountain Creek. Martin/Martin has executed pedestrian and vehicular bridges for public

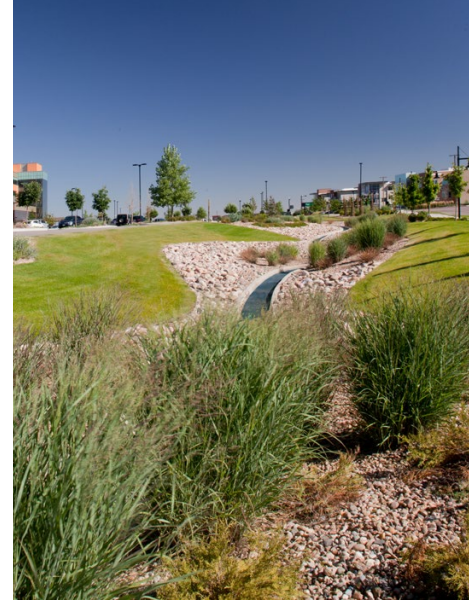
and private entities, approaching each to balance functional needs, aesthetic goals, budget limits, and project schedules. The challenges for Hiawatha Gardens include:

- Development within the floodplain
- Maintaining and protecting Fountain Creek and its riparian ecology
- Providing a cost-effective solution that fits within the natural and historic context of the project site

Martin/Martin Senior Project Engineer, J. Logan Erf, is well-suited to address the project's bridge design. He brings deep understanding of bridge engineering and value to the project team, having assessed over 140 full-scale bridges and providing design for such projects as the US Air Force Academy's Tri-Intersection Bridge and US Forest Service bridges at Willow and Spring Creeks in Gunnison.

Sustainable Stormwater Management

Davis Partnership landscape architecture and Martin/Martin have closely aligned principles around their environmentally sensitive approach to site design and stormwater management, and are excited to put their expertise into practice at Hiawatha Gardens. Davis Partnership's Director of Landscape Architecture and lead for site design on this project has extensive experience in this realm, having led a consultant team commissioned by Philadelphia Water for the planning and design of Green Stormwater Infrastructure throughout Philadelphia neighborhoods. Martin/Martin civil engineering are an authority in employing low-impact and green infrastructure practices in their stormwater management design. The opportunity for sustainable stormwater management initiatives at



Hiawatha Gardens can be realized through an approach that includes:

- Preserve Existing Trees and Enhance Plant Communities: We understand the value Manitou Springs and its community place on its tree canopy, plant communities, and waterways. The previous work for Hiawatha Gardens included assessment of Vegetation Communities and Habitat and Ecological Function (Ecological Characterization Study dates Oct 24, 2024), providing a basis for guidance, recommendations, and opportunities. We want to work closely with the City and its Arborist Matthew Nelson to prioritize tree preservation, particularly along the riparian corridor of Fountain Creek, and establish a healthy and high performing plant community. Benefits include:
 - Interception and absorption of rainfall
 - Reduction of heat island effect
 - Phytoremediation (use of plants to remove pollutants from soil, water, and air)
 - Supporting of habitat
 - Opportunities for shade
 - Reduction of greenhouse gases
 - Improved water quality
- Mimic Predevelopment Conditions: Utilize a light project imprint by matching existing grades and minimizing earthwork and

disturbance to the extent possible. This approach allows us to more easily achieve a no-rise condition within the floodplain.

- Reduce Impervious Surface, Encourage Infiltration, Reduce Stormwater Runoff
 - Porous or Permeable Paving: Such systems encourage infiltration and reduce runoff. Although these systems can be more costly than traditional paving systems, smart strategies for their use, such as placement on the low end of parking lots, allows runoff from traditional impervious pavements like asphalt or concrete to run onto the porous pavement and maximizes the benefit while minimizing cost. We also understand the challenges of some systems, which can include maintenance (vacuuming) to ensure long-term viability, and will work closely with the City to ensure operational needs can be met.
 - Raingardens / Porous Landscape Detention (PLD) Areas: Incorporate PLD's in traditional landscape areas like parking lot islands or perimeter landscape beds. Use curb less islands and perimeter to sheet flow and distribute runoff over larger PLD areas.
 - Bioswale: Avoid concentrating flows to the extent possible; when necessary, convey stormwater on the surface and use bioswales to encourage further

infiltration and biologic uptake. Utilize the opportunity to encourage pollinator habitat.

- Be playful with stormwater and design for multiple and varied treatment strategies using several disconnected impervious areas (DCIA). Use multiple green infrastructure (GI) or low impact development (LID) techniques in series to combine and multiply the benefits of water quality treatment and embrace the treatment train ideology.

This is an opportunity to use creative design and techniques informed by natural systems to promote awareness of sustainability through stormwater management. Davis Partnership and Martin/Martin aim to blur the line between stormwater management and beauty in the landscape, utilizing high performance systems that are visible and showcase the City's sustainability initiatives at Hiawatha Gardens.

References



PHOTO:
The Colorado Health Foundation

References



Shannon Dreyfuss

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Bret Cummock

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Brian Vogt

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April 3, 2025

The Selection Committee
c/o Sara Lara, Artaic Group

Re: Hiawatha Gardens Restoration and Design
RFP 2025-005
Fee Proposal, Hourly Rate Schedules, Clarifications & Exclusion (see attached exhibits)

Scope of Work

The scope of work and related design services and fees are based on RFP 2025-005, subsequent Addenda, and Interview Clarifications dated 3/27/25. The general scope of improvements outlined by phase are as follows:

Phase 1: New restroom/storage facility, new plaza, new surface parking, and associated improvements.

Phase 2: Restoration and renovation of existing, historic dance hall into an open-air pavilion and adjacent new plaza/art lawn to its west.

*Phase 3: New vehicular bridge and closure/integration of Old Man's Trail bridge into pedestrian trail network.

*Phase 4: Renovation of existing bank facility and associated improvements for re-use of site as a transportation hub. Associated improvements include a pedestrian plaza area, bus pull-off area, surface parking, a new pedestrian bridge, integration of Creek Walk Trail, and associated site improvements.

All phases will be progressed concurrently through Schematic Design as outline in the proposed schedule.

***Scope and estimated fees have been provided for Phases 3 and 4 for Schematic Design through Construction Administration/Close-Out, based on our best understanding of concept documentation and descriptions provided in the RFP.** Based on Interview Clarifications dated 3/27/2025, we understand that the initial contractor will include only Schematic Design for Phases 3 and 4. It is anticipated that the scope of improvement/work may evolve for these phases during Schematic Design, and the proposed scope of services will be revised and finalized accordingly, should the City of Manitou Springs proceed with further development of design.

Assumptions, Clarifications, and Exclusions

Consultants are limited to those identified in the fee schedule. Specifically, we have not included scope or fee for the following:

- Land Survey
- Geotechnical Engineer
- Construction Material Testing or Inspection
- Environmental Engineer or Services (i.e. mitigation or removal of hazardous materials)

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Denver, CO 80205
303.861.8555

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- Green building or site certification (i.e. LEED, SITES, etc.)
- Energy modelling
- Dry utilities consulting (related to the design and permitting of new electrical service and underground gas service)
- Acoustical consulting
- Accessibility consulting
- Building commissioning
- Photo-realistic rendering services (medium-to-high quality renderings are included in our fee)
- Signage, wayfinding, and branding
- Furniture specification

General: The scope and fee assumes the general concept design and layout of program provided in RFP 2025-005, as clarified in Interview Clarifications dated 3/27/25, will remain and are not to be revisited. Significant changes to program, either by addition, deletion, or relocation be requested, Davis Partnership and its Consultants reserve the right to request additional services.

Schedule: The proposed schedule is based on our understanding of the timelines established in RFP 2025-005 and subsequent Addenda and Interview Clarifications.

- We have assumed that there will be no pricing pauses between phases, and that pricing feedback will be given by the CM/GC concurrently with the design schedule. The schedule indicates Phases 3 and 4 proceeding immediately into Design Development, however we understand we may not be authorized to start that work pending confirmation of budgets and funds. We anticipate a pause may be needed before proceeding with Phases 3 and 4 and can accommodate up to an 8-week hold. If pricing pauses or other schedule delays are incurred which result in an extended schedule beyond what has been assumed and communicated to date, Davis Partnership and its Consultants reserve the right to request additional services.
- If the design team is requested to pause work for more than four weeks, Davis Partnership reserves the right to request additional services for any work requested during the project pause, in addition to a remobilization fee.
- We have assumed a 12 month **total** construction duration: 8 months for phases 1-2, and 4 months for phases 3-4. We have included fees for one half-time architect and/or architectural staff for construction phases 1-2, and quarter-time for construction phases 3-4. We have included time for biweekly site visits (26) and biweekly remote meetings (26), for (52) construction meetings in total.

Meetings: RFP 2025-005 and subsequent Addenda and Interview Clarifications, we have included attendance as indicated in the proposed schedule.

- The quantity of meetings and site visits beyond those noted are excluded. Additional meetings and site visits can be accommodated for additional fees.

Budget: The construction budget, as established in RFP 2025-055 Addendum Number 1, dated 2/27/2025, is has been used as a basis for scope and fee. The design team will work to reconcile the scope of work with Owner budget during course of design and documentation, assuming

Owner budget remains constant. Davis Partnership and its Consultants reserve the right to request additional services for changes in budget which require changes in the scope of work.

Survey: A complete land survey provided in CAD format is necessary to at the commencement of the project and is to be provided by the Owner or others.

Interior Design: Services are limited to the selection of basic interior finishes for the new restroom building and the Chase Bank transit hub renovation.

Landscape Architecture: The proposed scope and services includes leading the design of site improvements as noted in Scope of Work and includes the following.

- Design and documentation are included for new pedestrian pavements, site furnishings and amenities, soils, and plantings.
- We will provide design intent for parking layout, vehicular paving, site lighting, related site improvements, and coordinate with the consultant team for documentation of such improvements.
- We will coordinate closely with the irrigation consultant for a fully automated irrigation system providing full coverage of proposed plantings.

Structural Engineering:

- Phase 1: The restroom/storage facility is assumed to be an approximately 1,530 square foot, custom designed, timber-framed structure.
- Phase 2: A full building analysis and retrofit design to bring the proposed structure up to current codes while still maintaining as much of the historic nature of the existing building, is anticipated. The proposed scope and fee are based on structural work and improvements indicated in the Workshop 40 Structural Design Narrative, Option 2 included in the RFP.
- Phase 3: The scope and fee assume structural engineering design and detailing required for a new single-span vehicular bridge spanning over Fountain Creek Trail, with bridge accommodating one lane of traffic in each direction used for vehicular access as well as pedestrian access to the new parking lot included in Phase 1. The superstructure of the bridge is assumed to be performance specified steel rolled girder system and will be designed and detailed by the supplier. This superstructure will connect with the abutments, foundations and approach slabs designed and documented by the consultant team. Architectural enhancements to the bridge, such as stone walls or stone finishes or historic elements to mimic adjacent structures, are not anticipated nor included, per clarification provided in RFP 2025-005 Addendum Number 1.
- Phase 4: The modifications to the existing structures are anticipated to be relatively minor. They are expected to be below the International Existing Building Code thresholds of 5% for gravity-load carrying elements and 10% for lateral-carrying elements, as outlined in Sections 503.3 (gravity loads), and 503.4 (lateral loads). Therefore, a structural analysis and evaluation of the existing buildings is not anticipated nor included. Structural work is anticipated to include consulting on proposed architectural alterations and design for minor structural modifications, such as minor penetrations through existing roof deck or walls. Modifications to the existing canopy are anticipated to be equally minor in scope and structural impact.

- Phase 4: Structural engineering design and detail required for a new single-span pedestrian bridge spanning Fountain Creek is included. This bridge is anticipated to be a deferred submittal item consisting of a prefabricated steel bridge structure, designed, and detailed by the Bridge Supplier. The consultant team will provide the structural engineering design of bridge abutments and foundations.

Electrical Design:

- Coordination with local utility provider(s) for power, telephone, data, and cable TV. Coordination with civil engineer for all utility infrastructure requirements, equipment locations, and conduit routings.
- Provide electrical systems infrastructure and branch circuit distribution to meet needs of project.

Lighting Design:

- Design of site and building lighting systems, including fixture selection, layout, and circuiting of interior lighting, exterior lighting, and emergency egress and exit sign fixtures.
- A lighting fixture budget to be determined no later than completion of Design Development.
- Includes site photometric plan for entitlements and building department submissions to demonstrate compliance with photometric standards. Subsequent submission to be provided, as required to demonstrate compliance. Should subsequent submission be required due to owner-directed or other changes to the site not directly related to the exterior lighting compliance, additional fees may be required.

Technology Design (Limited to Phase 1 & 2, associated with Dance Hall and Plaza):

- Telecommunications System: To include design of structured cabling system for telephone, network, and cable television systems.
- Security System: To include design of building and site-wide security system that includes Video Surveillance System (VSS).
- Audio-Video (AV) System Design: Standalone bespoke audio-visual system is anticipated in Dance Hall Pavilion.
- We have included fees for Networking design (network access points, wifi hotspots, or similar) for phases 1 and 2, but is excluded from phases 3 and 4.

Entitlements: Per RFP 2025-005 and subsequent Addenda, we have included preparation and submission of materials for Major Development Plan, Grading and Erosion Control Permit, and Material Change of Appearance Certificate.

- An initial submission and one subsequent submission of revised materials per agency comments are included. Additional revisions and resubmissions will be performed on an hourly basis at rates provided.

Traffic Study (Phase 3): The proposal involves the following efforts:

- Scoping conversation with the City and CDOT
- New peak hour traffic counts at existing, adjacent intersections.
- Traffic study to support new access configuration

- Filing and support of updated CDOT Access Permit

Permitting: It is assumed that the CM/GC contractor will facilitate necessary permit submissions. We have included fees for preparation and delivery of materials in support of two rounds of building permitting through Pikes Peak Regional Building department (phases 1-2 combined, and phases 3-4 combined), for two months duration for each submittal round.

Standard Hourly Rate Schedules (2025)

Davis Partnership Architects

Staff Type	Category	Billing Rate
50	Principal	\$235
51	Associate Principal	\$225
52	Senior Associate	\$210 - \$230
53	Associate	\$195 - \$220
55	Senior Architect	\$165 - \$210
56	Architect	\$125 - \$170
69	Senior Architectural Intern	\$150 - \$210
57	Architectural Intern	\$ 85 - \$140
61	Senior Landscape Architect	\$160 - \$190
62	Landscape Architect	\$105 - \$180
63	Landscape Architectural Intern	\$ 85 - \$130
65	Senior Interior Designer	\$160 - \$190
66	Interior Designer	\$125 - \$160
67	Interior Design Intern	\$ 90 - \$135
	BIM / Revit / FM	\$130 - \$215
74	Accounting Staff	\$120 - \$160
75	Administrative Staff	\$ 75 - \$100

Martin/Martin

Principal.....	\$270 per hour	Designer.....	\$150 per hour
Associate.....	\$235 per hour	Technician III.....	\$130 per hour
Sr. Project Manager.....	\$220 per hour	Technician II.....	\$120 per hour
Sr. Bldg. Envelope Specialist.....	\$220 per hour	Technician I.....	\$110 per hour
Sr. Project Engineer.....	\$205 per hour	Sr. Construction Services Rep... Intern.....	\$180 per hour
Project Engineer.....	\$175 per hour		\$85 per hour
Project Manager.....	\$175 per hour	Project Coordinator.....	\$100 per hour
Bldg. Envelope Specialist.....	\$175 per hour	Administrative Assistant.....	\$95 per hour
Professional Engineer.....	\$155 per hour	Survey Manager.....	\$240 per hour
Bldg. Envelope Consultant.....	\$155 per hour	Professional Land Surveyor.....	\$160 per hour
Engineer EIT II.....	\$140 per hour	Survey Crew (two-man).....	\$255 per hour
Engineer EIT I.....	\$130 per hour	Survey Crew (one-man).....	\$175 per hour
Engineering Intern.....	\$115 per hour	Survey Technician II.....	\$125 per hour
Sr. Designer.....	\$170 per hour	Survey Technician I.....	\$115 per hour

Rates for personnel above are subject to change each year.

Bridgers & Paxton

PRINCIPAL	\$225.00
PROJECT MANAGER	\$210.00
SENIOR ENGINEER	\$185.00
PROJECT ENGINEER	\$155.00
ENGINEER	\$130.00
ENGINEER INTERN	\$110.00
SENIOR DESIGNER	\$165.00
PROJECT DESIGNER	\$120.00
DESIGNER	\$100.00
BIM SERVICES	\$120.00
CADD TECH	\$90.00
ESTIMATING/CONSTRUCTION SERVICES	\$145.00

NOTE:

1. The hourly rates quoted herein are applicable through November 14, 2025.
2. The hourly rates quoted herein do not include local or state gross receipts tax, as may be applicable.

AE Design

Standard hourly rates, effective January 1, 2025	
Principal	\$ 265.00 / hr
Director	\$ 245.00 / hr
Senior Project Manager	\$ 235.00 / hr
Studio Lead	\$ 235.00 / hr
Project Manager	\$ 225.00 / hr
Senior Engineer	\$ 225.00 / hr
Engineer	\$ 205.00 / hr
Senior Designer	\$ 190.00 / hr
BIM Manager	\$ 190.00 / hr
Designer	\$ 165.00 / hr
Intern Designer	\$ 105.00 / hr
CAD/Revit Technician	\$ 105.00 / hr
Administrative	\$ 125.00 / hr

Marx | Okubo

Position	Hourly Rate
Exec. VP / Sr. VP	\$350
Vice President	\$325
Assistant Vice President	\$300
Sr. Associate	\$275
MEP / Structural / Accessibility / Fire Protection Life Safety/Building Enclosure	\$275
Associate	\$250
Office Manager	\$200
Sr. Project Coordinator	\$200
Project Coordinator	\$180
Sr. Project Administrator	\$150
Project Administrator	\$130

Hydro Systems KDI

<u>Personnel Classification</u>	<u>Time Commitment (%)</u>	<u>Hourly Billing Rate</u>
Principal	15%	\$155.00
Senior Associate, Project Manager	40%	\$140.00
Associate, Designer	45%	\$130.00
Site Personnel, Construction Observation	100%	\$120.00

Galloway

CATEGORY

HOURLY RATE

Management

\$165 - \$275

President

Principal

Sr. Project Manager

Team Manager

Transportation Engineering

Project Manager

\$150 - \$185

Project Engineer

\$140 - \$175

Design Engineer

\$130 - \$175

Designer

\$120 - \$175

CADD

CADD Technician

\$100 - \$140

CADD Designer

\$125 - \$155

Administration

Marketing & Communications Coordinator

\$110 - \$140

Administrative Assistant

\$120 - \$150

Project Coordinator

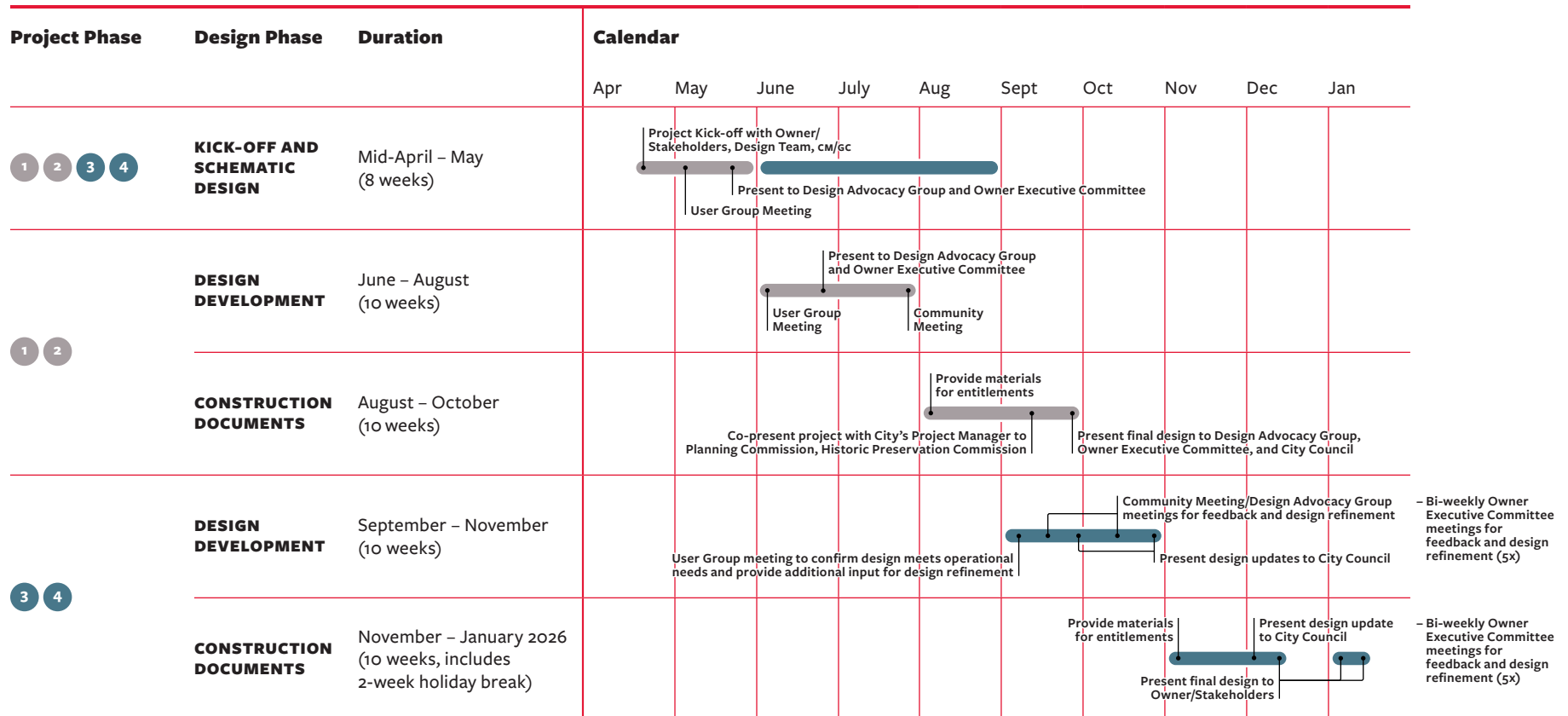
\$120 - \$155

Interns

\$75 - \$95

For any future work authorized but not included under this proposal, billable rates for all consultants may be adjusted for current calendar year rates.

Schedule



Firm or Proposed Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		16,070	9,956	11,565	2,825	42,470	82,886	
Davis Partnership Architects	Landscape Architecture	4,746	4,044	14,833	10,896	5,832	7,533	47,884	Concept incl. programming, plaza, landscape per Interview Clarifications 3/27/25
Martin/Martin	Civil Engineering	0	7,508	15,015	12,513	10,010	5,005	50,051	
Martin/Martin	Floodplain & Hydraulic	0	1,500	3,000	2,500	3,000	0	10,000	
Martin/Martin	Structural Engineering	0	2,500	4,375	4,375		2,500	13,750	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing		2,330	4,680	3,865		2,600	13,475	
AE Design	Electrical / Lighting	0	1,720	5,150	4,580	500	3,330	15,280	
AE Design	IT/Low Voltage Design	0	1,490	4,460	3,960	500	2,400	12,810	Includes Site Security, and Music for Plaza (to be tied in with Dance Hall)
Hydrosystems-KDI	Irrigation Design		250	350	1,250			1,850	
Marx Okubo	Roof Consultant	0	0	0	0	0	0	0	
	[other]							0	
Design Team Fee Total		4,746	37,412	61,819	55,504	22,667	65,838	247,986	

Total Not To Exceed Reimbursable Amount:

7,440

In addition to the basic services fee

ALTERNATES									
Firm or Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:

In addition to the basic services fee

Firm or Proposed Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		16,070	9,956	11,565	2,825	42,470	82,886	
Davis Partnership Architects	Landscape Architecture	3,500	2,493	9,922	7,264	4,760	5,590	33,529	Concept incl. programming, plaza, landscape per Interview Clarifications 3/27/25
Martin/Martin	Civil Engineering	0	2,250	4,500	3,750	3,000	1,500	15,000	
Martin/Martin	Floodplain & Hydraulic	0	3,750	7,500	6,250	7,500	0	25,000	
Martin/Martin	Structural Engineering	0	4,800	11,200	11,200		4,800	32,000	
	Fire Protection Design							0	Included w/ Mechanical / Plumbing
Bridgers & Paxton	Mechanical / Plumbing / Fire Protection		1,110	7,295	2,005		2,405	12,815	Includes Fire Protection
AE Design	Electrical / Lighting	0	1,580	4,700	4,180	500	2,220	13,180	
AE Design	IT/Low Voltage Design	0	1,530	4,580	4,070	500	1,200	11,880	Includes AV for Dance Hall only
Hydrosystems-KDI	Irrigation Design	0	250	350	1,250			1,850	
Marx Okubo	Roof Consultant	0	1,375	2,200	2,475	0	4,400	10,450	
	[other]							0	
Design Team Fee Total		3,500	35,208	62,203	54,009	19,085	64,585	238,590	

Total Not To Exceed Reimbursable Amount:

7,158

In addition to the basic services fee

ALTERNATES									
Firm or Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



In addition to the basic services fee

Firm or Proposed Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		5,000	5,000	5,000	1,780	10,000	26,780	
Davis Partnership Architects	Landscape Architecture	0	4,155	14,603	10,150	5,950	7,187	42,045	
Martin/Martin	Civil Engineering	0	1,500	3,000	2,500	2,000	1,000	10,000	
Martin/Martin	Floodplain & Hydraulic	0	3,000	6,000	5,000	6,000	0	20,000	
Martin/Martin	Structural Engineering	0	7,365	17,185	17,185		7,365	49,100	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing							0	
AE Design	Electrical / Lighting	0	1,220	3,650	3,250	500	3,310	11,930	
Hydrosystems-KDI	Irrigation Design	0	0	350	1,250			1,600	
Marx Okubo	Roof Consultant	0	0	0	0	0	0	0	
Galloway	Transportation Engineer		9,650					9,650	
Design Team Fee Total		0	31,890	49,788	44,335	16,230	28,862	171,105	

Total Not To Exceed Reimbursable Amount:

5,133

In addition to the basic services fee

ALTERNATES									
Firm or Subconstulant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



In addition to the basic services fee

Firm or Proposed Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals/GC Bidding	Construction Administration and Close-Out		
Davis Partnership Architects	Architecture/Interiors		11,540	10,750	8,700	1,780	14,820	47,590	
Davis Partnership Architects	Landscape Architecture	0	4,986	14,603	10,150	5,950	7,187	42,876	
Martin/Martin	Civil Engineering	0	4,500	9,000	7,500	6,000	3,000	30,000	
Martin/Martin	Floodplain & Hydraulic	0	2,250	4,500	3,750	4,500	0	15,000	
Martin/Martin	Structural Engineering	0	3,068	7,158	7,158		3,068	20,450	
	Fire Protection Design							0	
Bridgers & Paxton	Mechanical / Plumbing		1,110	4,335	2,005		1,850	9,300	
AE Design	Electrical / Lighting	0	1,540	4,610	4,090	500	1,110	11,850	
AE Design	IT/Low Voltage Design							0	
Hydrosystems-KDI	Irrigation Design			350	1,250			1,600	
Marx Okubo	Roof Consultant	0	1,100	1,650	2,750	0	2,300	7,800	
	[other]							0	
Design Team Fee Total		0	30,094	56,956	47,353	18,730	33,335	186,466	

Total Not To Exceed Reimbursable Amount:

5,594

In addition to the basic services fee

ALTERNATES									
Firm or Subconsultant	Role on Project	Fee/Phase						Total	Comments
		Pre Design / Conceptual Design	Schematic Design	Design Development	Construction Documents	Permit/ Agency Submittals	Construction Administration and Close-Out		
	[other]								
	[other]								

Total Not To Exceed Reimbursable Amount for Alternates:



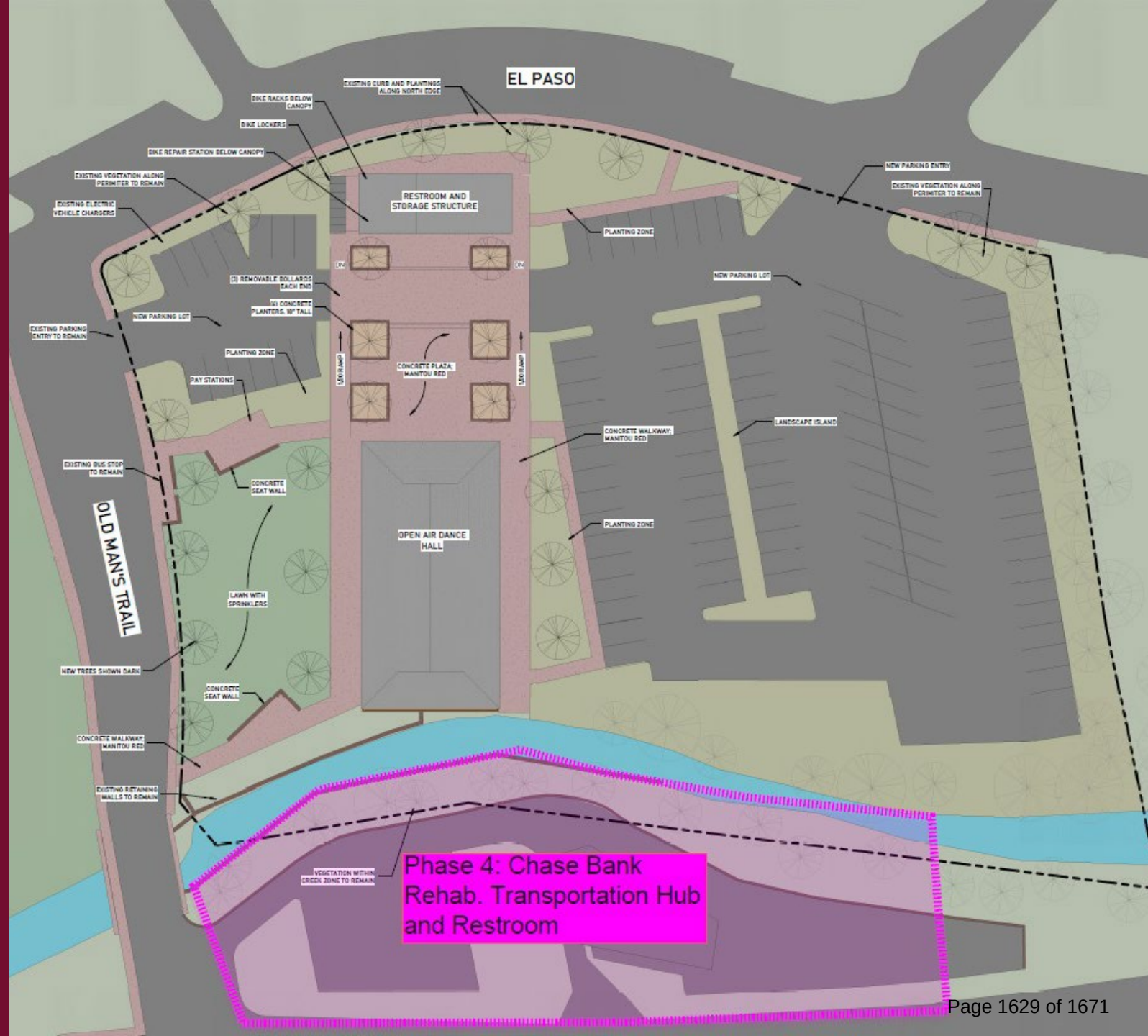
In addition to the basic services fee



Hiawatha Gardens Phase 4 – Architect/Engineering Services Recommendation

PRESENTED BY: ERIN RINGSRED

Phase 4: Chase Bank





RFP Selection Process

- RFP dates February 18, 2025 – March 17, 2025
 - Firms Shortlisted – March 20th
 - Interviews – April 3rd
 - Final Selection – April 8th
- Selection Committee consisted of:
 - Erin Ringsred, Planner and Landscape Architect II (Project Manager)
 - Chelsea Royston, Senior Planner
 - Zach Davison, Planner I
 - Jeffery Fryer, Sr Web and ADA Coordinator
 - Sarah Lara, Artaic Group, Owner's Rep

RFP Evaluation Results



- 5 Companies Submitted bid
- 4 Companies were shortlisted and interviewed
- Reference checks on final four
- The selection committed ranked their choices
- Vetted bid documents; compared costs for all four phases



Evaluation Details

- Notes from Evaluation Process:
 - Have built a team of experts that reflect the complexity of our project.
 - Demonstrated their ability to meet schedule requirements
 - Provided clear plan for meeting the project milestones
 - Assigned project team has relevant project experience
 - Demonstrated ability to work collaboratively in a CMGC process to provide their clients with the best value

Consultant Recommendation



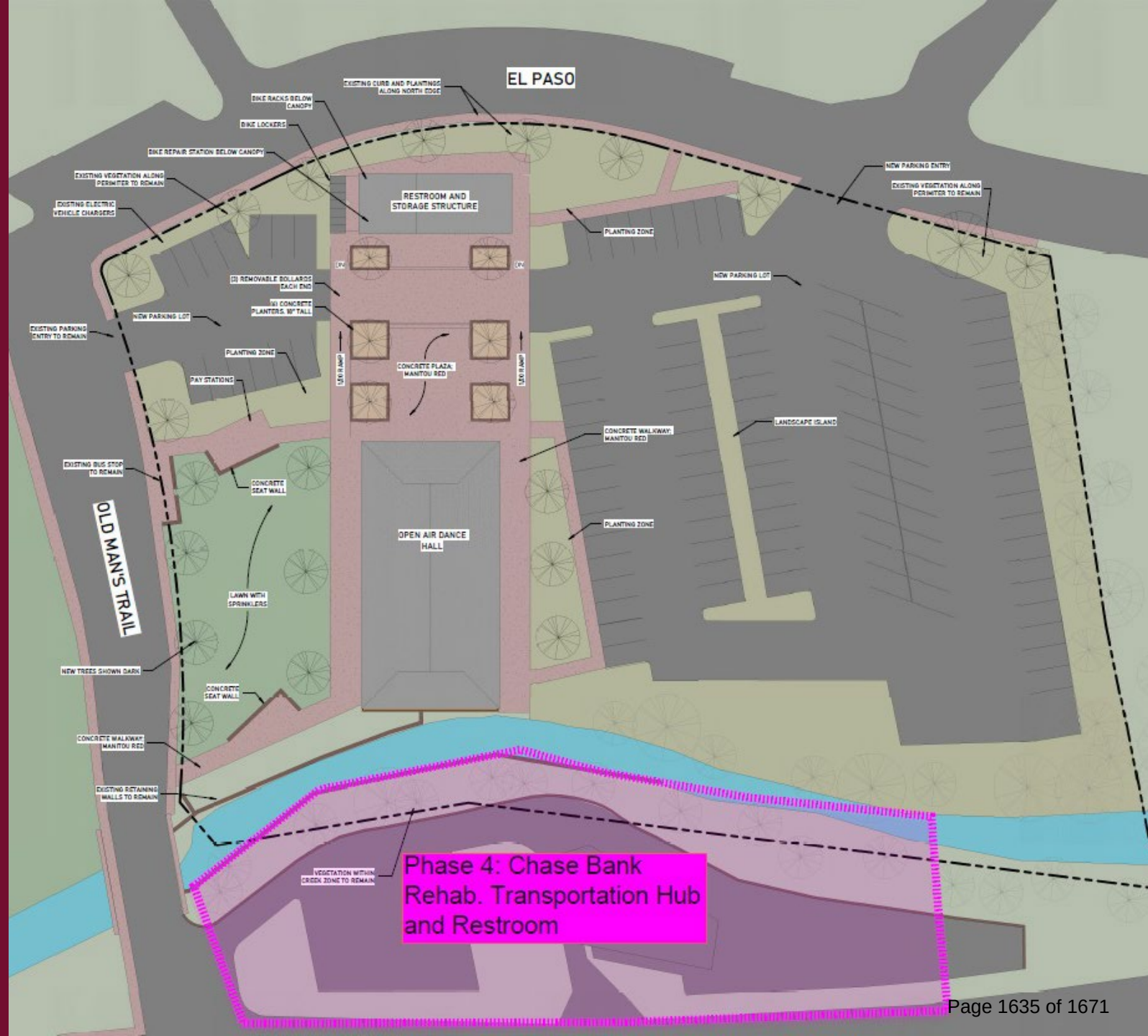
- Davis Partnership Architects
- Based in Denver, Colorado
- Subconsultant Firms
 - Martin/Martin
 - Bridgers & Paxton
 - AE Design
 - Hydrosystems-KDI
 - Marx | Okubo

Consultant Recommendation



- Phase 4 Professional Services Expertise Included:
 - Architecture
 - Interior Design
 - Landscape Architecture
 - Civil Engineering
 - Floodplain and Hydraulic Engineering
 - Structural Engineering
 - Mechanical/Plumbing Engineering
 - Electrical and Lighting Design
 - Irrigation Design
 - Roof Consultant

Phase 4: Chase Bank



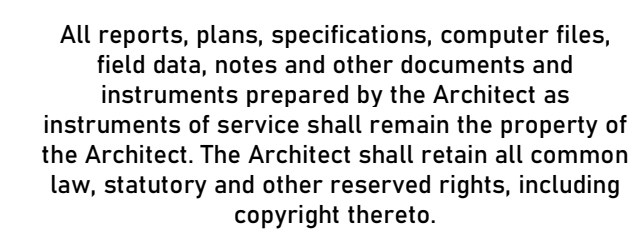


Phase 4 Contract

- Phase 4 Contract Amount \$35,687
 - Services Included:
 - Schematic Design (only)
- Contract in Partnership with PPRTA
 - Scheduled for CAC presentation May 7th
 - Scheduled for Board Presentation May 14th



Questions?

[illegible]

AS-102

On December 3rd, 2024 City Council recommended staff proceed with next steps for Phase 1-4 of the Hiawatha Gardens Project. Due to the size and scope of the project this triggered the need for a Request for Proposals according to Chapter 3.32 of City Code. City Staff conducted the Request for Proposals procurement process. Based on the results of that process, they are recommending the following approach and selected consultant team.

Architectural and Engineering Services Strategy

Procurement for Design Services

In order to ensure the City received the best price and value for consultant services on Hiawatha Gardens and to ensure the design solutions were comprehensive, the decision was made to Request Proposals for all four phases of the project. The four project phases are as follows:

- Phase 1: Restroom and Parking Lot
- Phase 2: Pavilion and Plaza
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

The shortlisted proposals were interviewed and evaluated for their qualifications and ability to provide professional architectural and engineering services for all four phases. The shortlisted teams were also requested to provide fees for all four phases to ensure the costs would be competitive for all four phases.

Separate Contracts for each Phase of Design Services

The Design Services have been broken out separately by project Phase for two reasons.

1. To provide City Council with maximum flexibility to approve or deny each contract individually.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that are eligible for PPRTA funds are:

- Phase 1: Restroom and Parking Lot
- Phase 3: Vehicular Bridge and Old Mans Trail
- Phase 4: Chase Bank Mobility Hub

Phase 1 and Phase 2 Contracts for Schematic Design through Construction Observation.

Phase 1 and 2 are being recommended for contracts from schematic design through construction. This is the recommendation based on the amount of funding that has already been identified for each Phase.

Phase 1 has been identified as fully funded based on cost estimates provided in December 2024. The funding sources identified include PPRTA, Mobility and Parking, and the COG Agreement.

Phase 2 has had partial funding identified through CIP Allocation and MACH funds. Utilizing MACH funds, the design documents could move through design and permitting. City Staff found that on the Carnegie Library Project, we had greater success securing grant funding with Construction Document level design materials. Therefore, we felt this would be the most prudent path to securing the additional funds necessary. Our recent experience securing loans identified the need to have construction documents and a cost estimate to secure a loan. By taking the project through construction documents at this time we would be able to provide City Council with the greatest flexibility around funding the construction costs and give the City the best possible chance to secure grant funding.

Phase 3 and 4 Contracts for Schematic Design Only

Phase 3 and 4 have been recommended for contract through Schematic Design only. This is a result of available funds. We have identified PPRTA funds that can be put towards schematic design. However, there are not enough available PPRTA funds to fully fund Phase 3 and 4 design documentation AND Phase 1's design and construction.

Staff felt that by including Phase 3 and 4 in the schematic design phase the project can still be designed holistically with the full construction of Phase 1-4 in mind while staying within the available project budget.

Pre-Construction Services Strategy

In order to meet the goal of completing parking lot and restroom construction by June 1st 2026, staff with the help of the Artaic Group discussed opportunities to save time in the schedule. The solution that was identified was to run the procurement process for a general contractor concurrently with procurement for design services.

What started out as a solution to save time on the project also offers other advantages that add value to the project and help reduce risk to the City.

Traditional Design Bid Build Approach

In a traditional design process (design-bid-build), the contractor would not be hired until after construction documents are completed. With the traditional approach there is a risk that Construction Bids received could be significantly higher than those reviewed during the design decision making process which could result in the following:

- Cost Overrun for the project budget and need to procure more funds.
- Significant design changes or scope reduction.
- Delayed construction start date due to the need for design changes and additional reviews and resubmittals.

When a contractor is not involved during the design process, we typically hire a consultant to create cost estimates at project milestones. This services can cost between \$6,000 and \$8,000 based on recent contracts for a single cost estimate.

Construction Manager/General Contractor (CM/GC) Method

In this approach, the contractor acts as a consultant during the design process and is brought on to provide Pre-Construction and estimating services. Therefore, the contractor that has provided pricing throughout the design decision making process is also the contractor that will construct the project once construction documents and permitting are complete. This approach offers the following advantages to the City:

- The benefits of constructability and pricing feedback as design options are being considered.
- Cost Estimates that are based on feedback from trade subcontractors' current costs and not based on past bids. This is critical in the current economic climate with tariffs.
- Identify risks early in the process so that the design can be adjusted
- Means and Methods expertise is provided allowing the design to be tweaked to be cost effective while maintaining design intent.

Separate Contracts for each Phase of Design Services

The Design Services have been broken into two contracts for two reasons.

1. To provide City Council with the flexibility to approve either contract independently.
2. Several phases of the project were eligible for PPRTA funds. It has been best practice to contract those portions of projects separately for ease of approvals and reimbursements.

The Contracts that is eligible for PPRTA funds is Phase 1, 3 and 4: Restroom and Parking Lot (Lump Sum). This is a lump sum contract. The City originally requested Fransen Pittman

provide pre-construction services for just Phase 1 and 2 in the original contract. When we asked Fransen Pittman to add cost estimates for Phase 3 and 4 at the schematic design phase. they did not increase their lump sum cost, assuming those two estimates are performed within the six-month pre-construction period in parallel with Phase 1 cost estimates and services.

Conclusion

Based on our professional expertise, we recommend the above approach. Staff feels that this approach helps reduce the City's risk while creating the most collaborative dynamic between all parties involved which will result in the best project value for the City.



Memorandum

Title: Mountain Metro Presentation - Route 3 and Fall 2025 Schedule

From: Interim Mobility and Parking Director, James Kelemen

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 30 Minutes

May 6, 2025

Purpose:

To present information to the City Council ahead of their May 13, 2025 Work Session to ensure enough time before official action is requested at the May 20, 2025 Council meeting.

Background:

Mountain Metro presented to the Mobility and Parking Board (MAPS) on April 23, 2025. MAPS voted unanimously to support Route 3 being free if the enterprise can financially support it. They also supported Route 33, going to the Dillon starting in the fall. They would like to see the bus off of El Paso if possible, and understand that this may take additional time. The purpose of this meeting is for Mountain Metro to present the information to the Council before next week's work session.

Pros and Cons:

Pros and cons will not be presented at this meeting.

Fiscal Impact:

\$55,000 plus

Workload Impact:

40 - 50 hours

Recommended Action:

This is for informational purposes only. There is no formal action to be taken.

EXTENDING ROUTE 33 TO THE DILLON MOBILITY HUB AND ROUTE 3 FARE-FREE PROPOSAL



CITY OF MANITOU SPRINGS
CITY COUNCIL

May 6, 2025



Mountain Metropolitan Transit

Jacob Matsen, Transit Planning and Operations Supervisor

TOPICS



- Overview of upcoming service change timelines and process
- Extending Route 33 service to the Dillon Mobility Hub
- Route 3 fare free, cost-share proposal

SERVICE CHANGE PROCESS



- Typically, two service changes annually
 - Cyclical process of reviewing key performance indicators, public feedback, and consulting various planning efforts/projects
 - 2025 Fall Service Change should be implemented on September 28, 2025
 - 2026 Spring Service Change should be implemented on April 26, 2026

SERVICE CHANGE CALENDAR



- Service change process, focusing on public notice
 - List is not exhaustive of all tasks

		Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Spring Service Change	Proposed Changes Identified*										
	Public Notice and Comment Period										
	Final Public Notice Period										
	Service Change Implemented										
Fall Service Change	Proposed Changes Identified*										
	Public Notice and Comment Period										
	Final Public Notice Period										
	Service Change Implemented										

*It is critical MMT has identified the proposed service changes at these times to ensure tasks are completed properly and on time

SERVICE CHANGE CONSIDERATIONS



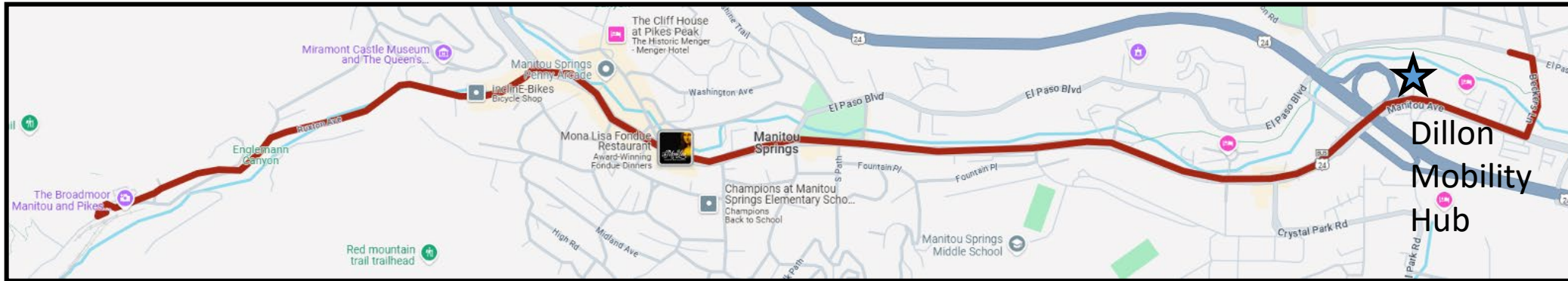
- A service change may require some or all the following (this list is not exhaustive):
 - Contract adjustments/negotiations
 - Additional capital investments such as new vehicles and bus stop improvements
 - Updating MMT's transit planning software with new routes, bus stops, timetables, work assignments, etc.
 - Updating onboard vehicle equipment with bus stop announcements (ADA requirement), onboard digital signs, and communications with other platforms such as Google Maps
 - New schedules and maps
 - Title VI threshold analysis

The logo for Colorado Springs Olympic City USA. It features a stylized mountain peak composed of five colored triangles (green, blue, grey, red, and orange) pointing upwards. Below the peak, the words "COLORADO SPRINGS" are written in a large, bold, black sans-serif font. Underneath that, "OLYMPIC CITY" is written in a smaller blue sans-serif font, followed by "USA" in a larger, bold blue sans-serif font.

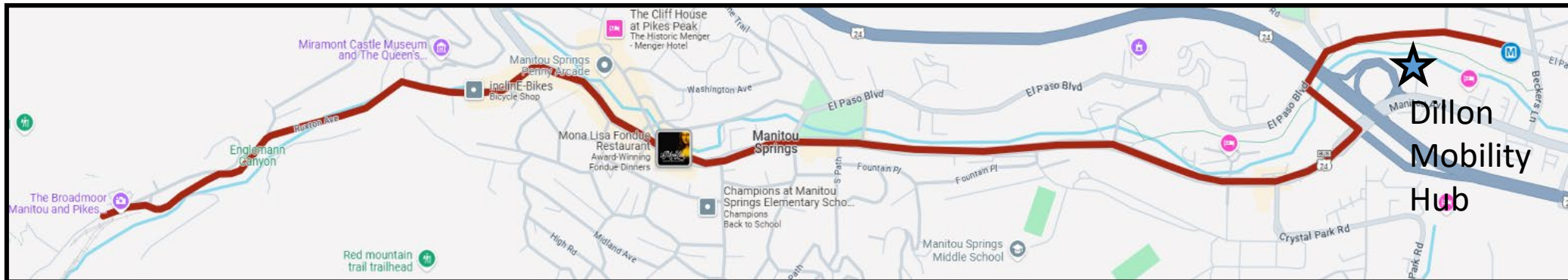
ROUTE 33 SERVING THE DILLON MOBILITY HUB



Westbound

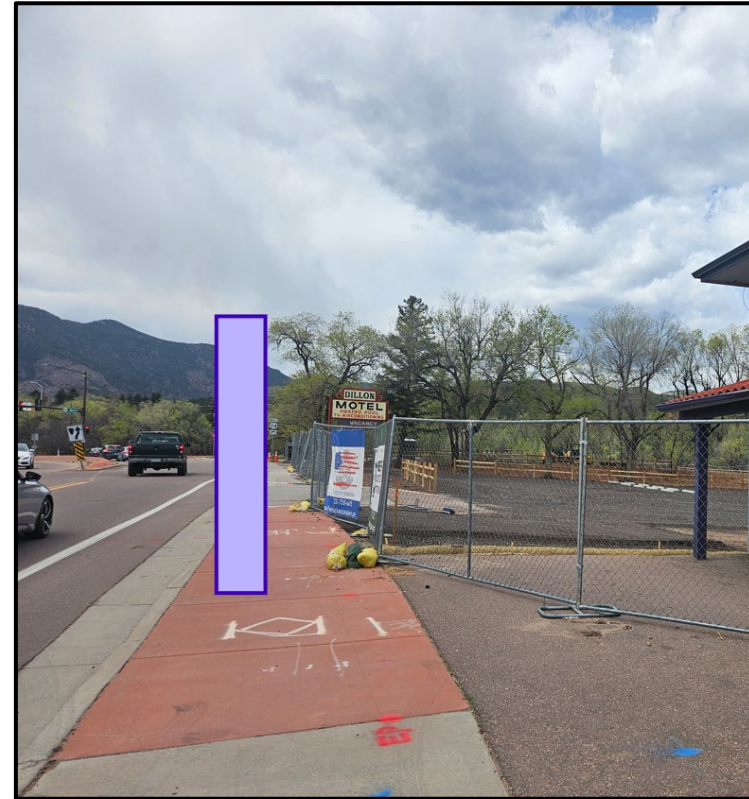


Eastbound



ROUTE 33 TIMELINE

- November 2024 through January 2025: MMT and Manitou Springs reviewed options for extending service to the Dillon Mobility Hub
- January 2025: it was determined Route 33 would not serve the Dillon Mobility Hub at least until the Fall 2025 Service Change (September 28th)
- April 2025: it was confirmed the timeline is unknown for when buses can turn into the Dillon Mobility Hub. As a result, if extending to the Dillon Mobility Hub, Route 33 would pick up/drop off on Manitou Ave
- April 2025: Manitou Springs Mobility and Parking Board voted unanimously to extend Route 33 to the Dillon Mobility Hub at the Fall 2025 Service Change



Potential New Bus Stop

ROUTE 33 CONSIDERATIONS

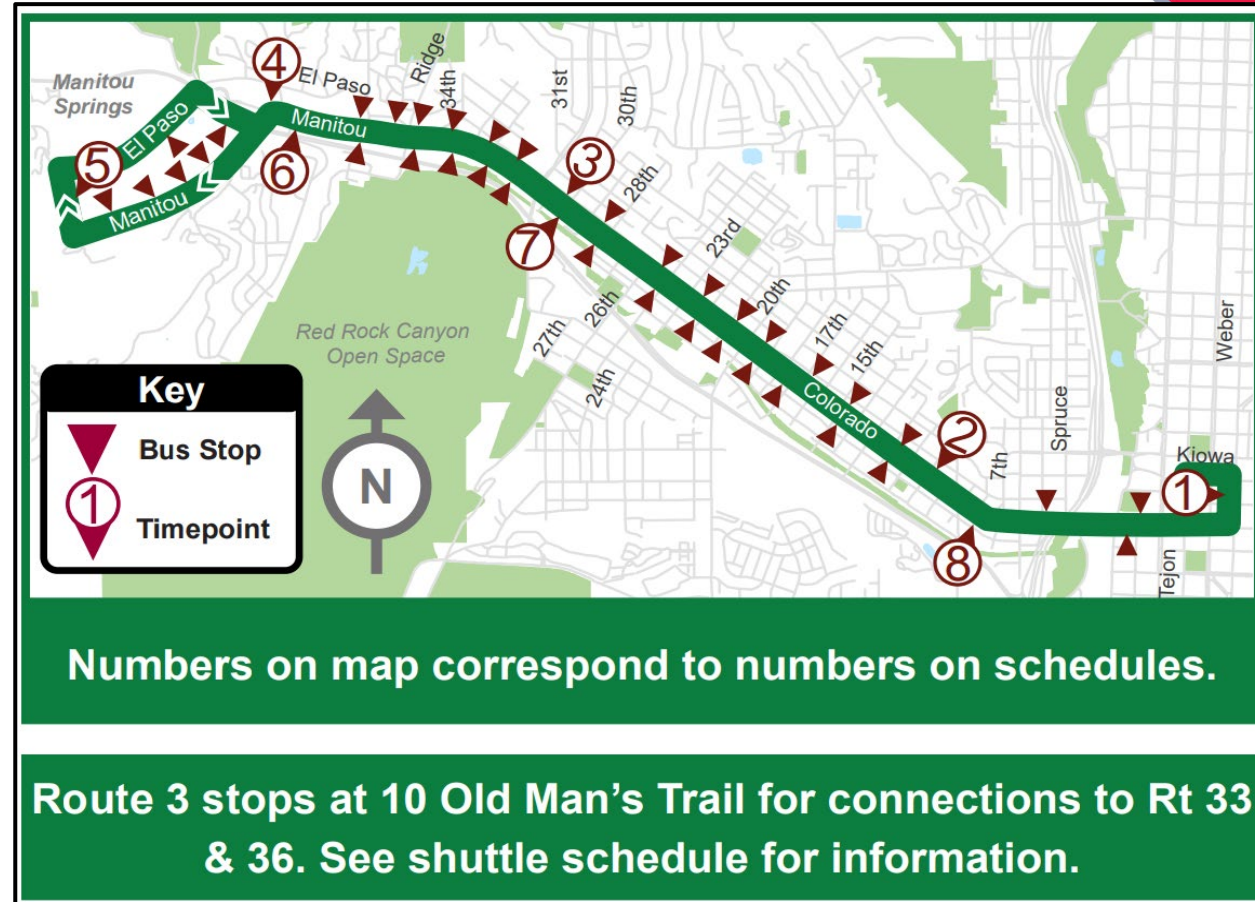


- Extending Route 33 to the Dillon Mobility Hub without adding buses reduces off-peak frequency from 20- to 30-minutes and peak frequencies from 10- to 15-minutes
 - Instead of six roundtrips per hour during peak frequency, Route 33 would be reduced to four roundtrips
- With the Dillon Mobility Hub not ready for buses on site, Route 33 may have to layover at Fields Park (El Paso Blvd./Beckers Ln.)
- While boarding and alighting large numbers of passengers at the Dillon Mobility Hub on Manitou Ave, the bus may block westbound traffic

ROUTE 33 DISCUSSION

ROUTE 3 OVERVIEW

- Provides public transit between the Downtown Terminal and Old Mans Trail
- Frequency
 - Monday through Sunday daytime and weekday evenings: 30-minutes
 - Saturday Evenings: 60-minutes
- Future goal to increase peak frequency to 15-minutes and no less than 30-minutes at all other times



ROUTE 3 FARE-FREE COST SHARE



Route 3 Fare-Free Zone Cost Share

	Manitou Springs	Colorado Springs	Total
Route 3: Fixed Route	\$51,186	\$138,173	\$189,359
Route 3: ADA Complementary Paratransit	\$1,036	\$10,181	\$11,217
Route 3: Total	\$52,222	\$148,354	\$200,576

Rates based on 2023 Ridership

MILESTONES



- Intergovernmental agreement
- Title VI analysis (fare change requirement)
- Spring 2026 Service Change process begins in mid-December 2025
- Anticipated implementation on April 26, 2026

ADDITIONAL CONSIDERATIONS



- Route 3
 - Potential reduction in traffic in Manitou Springs
 - Potential reduction in parking demands at the Dillon Mobility Hub and Hiawatha Gardens
 - Manitou Springs will have fare-free bus service between Old Mans Trail and Safeway (Colorado/32nd) and to downtown Colorado Springs
- Route 36
 - Would duplicate service between the Dillon Mobility Hub and Old Mans Trail as Route 3 and 36 would provide fare-free service on this corridor

MAP BOARD'S RECOMMENDATION



On April 23, 2025, the Mobility and Parking Board voted unanimously to recommend the City Council approve sharing the cost of fare-free service on Route 3 in the amount of \$52,222 for the first year (4/26/2026 through 4/25/2027)

MANITOU SPRINGS CITY COUNCIL TIMELINE



- Regular City Council Session, May 6th - first presentation with discussion
- City Council Work Session, May 13th – second presentation with discussion
- Regular City Council Session, May 20th - City Council votes on Route 33 extension to the Dillon Mobility Hub and Route 3 cost share proposal
- If approved:
 - Route 33 extends service to the Dillon Mobility Hub on September 28, 2025
 - Route 3 begins fare-free service on April 26, 2026

DISCUSSION



Memorandum

Title: First Reading of Ordinance No. 0625, an Ordinance of the City of Manitou Springs, Colorado, Amending Section 10.04.020(24) of the Manitou Springs Municipal Code to Reduce the Default Speed Limit on City Streets to 20 Miles Per Hour

From: Bill Otto, Police Chief

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

May 6, 2025

Purpose:

This ordinance proposes a reduction in the default speed limit for residential neighborhoods within Manitou Springs to 20 mph. This initiative aims to enhance pedestrian and cyclist safety, improve community livability, and align with broader traffic safety goals such as Vision Zero.

Background:

The City of Manitou Springs values the safety and livability of its neighborhoods. To support these priorities, staff propose the adoption of a 20 mph speed limit for local residential streets, similar to the policy recently implemented in Denver, Colorado. Studies have shown that lower speed limits reduce the frequency and severity of traffic incidents, particularly in areas with pedestrian activity, narrow streets, and limited visibility, all of which are common in Manitou Springs.

Current Speed Limit Regulations

According to Section 10.04.020(24) of the Manitou Springs City Code, which aligns with Section 1101(7) of the Model Traffic Code, the city has adopted the following maximum lawful speed limits:

1. Residential districts not posted. Twenty-five (25) miles per hour.
2. Nonresidential districts not posted: Thirty-five (35) miles per hour.
3. The speed posted on standard signs erected by the city.
4. Except when a special hazard exists that requires a lower speed than set forth in this section, the foregoing speed limits are reasonable and prima facie speed limits.

This ordinance seeks to amend the existing language to reduce the default residential speed limit to 20 mph, reflecting a more community centered approach to safety. Additionally, it will set the maximum lawful speed limits as follows:



1. Residential districts not posted: Twenty (20) miles per hour.
2. Nonresidential districts not posted: Twenty (20) miles per hour.
3. The speed posted on standard signs erected by the city.

Supporting Data Research consistently demonstrates that reducing speed limits in residential areas saves lives and reduces injuries:

- Risk of Fatalities: A study by the AAA Foundation for Traffic Safety found that pedestrians struck by a vehicle at 20 mph have a 10% risk of a severe injury or death, compared to a 25% risk at 25 mph and a 50% risk at 30 mph.
- Crash Reduction: Cities like Seattle and Portland have reported significant decreases in traffic related injuries and fatalities after implementing 20 mph limits on residential streets.
- Livability: Reduced speeds create safer environments for walking, cycling, and outdoor activities, contributing to the overall quality of life in neighborhoods.

Evidence Supporting Lower Speed Limits

- AAA Foundation for Traffic Safety: Risk of severe injury or death significantly decreases at lower speeds. ([AAA Foundation for Traffic Safety](#))
- Seattle Vision Zero: Demonstrated success in reducing injuries and fatalities with 20 mph limits. ([Transportation - Seattle.gov](#))
- National Association of City Transportation Officials (NACTO): Highlights the correlation between lower speeds and safer streets. ([NACTO, Innovative Framework](#))

Implementation Plan

- Signage: The City will install speed limit signs at strategic locations.
- Community Outreach: Partner with local organizations and residents to raise awareness through meetings and outreach programs.
- Enforcement: Work with the Police Department to ensure compliance with the new limit through a phased approach that initially focuses on education and warnings.

Pros and Cons:

**Pros:**

- Enhances pedestrian and cyclist safety by reducing crash severity.
- Encourages a more livable and walkable neighborhood environment.
- Aligns with regional and national Vision Zero initiatives aimed at reducing traffic related fatalities.
- May reduce noise pollution and create a calmer traffic flow.
- Supports long term community planning goals for safer streets.

Cons:

- Requires financial investment for new signage and potential enforcement measures.
- May be met with resistance from drivers accustomed to higher speed limits.
- Could lead to enforcement challenges and community concerns regarding traffic citations.
- Potential minor delays for vehicle travel times within residential areas.

Fiscal Impact:

The estimated cost of new signage is within our current budget.

Workload Impact:

Only if a speed reduction is requested and supported by a traffic calming study, City staff will coordinate the installation of new signage across residential areas.

- The Public Information Officer (PIO) will handle public outreach and education, which should have minimal impact on overall city resources and operations.
- The Police Department may need to adjust enforcement strategies to include an initial period of warnings before citations are issued.
- Periodic reviews of traffic patterns and the effectiveness of the speed reduction will require staff involvement.

Recommended Action:

Move to approve Ordinance No. 0625, an Ordinance of the City of Manitou Springs, Colorado, amending Section 10.04.020(24) of the Manitou Springs Municipal Code to reduce the default speed limit on city streets to 20 miles per hour on first reading and set a public hearing for May 20, 2025, at 6:00 p.m., or as soon thereafter as the matter



may be heard.

ORDINANCE

AN ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO, AMENDING SECTION 10.04.020(24) OF THE MANITOU SPRINGS MUNICIPAL CODE TO REDUCE THE DEFAULT SPEED LIMIT ON CITY STREETS TO 20 MILES PER HOUR

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO:

WHEREAS, the City Council desires to reduce the default speed limit to 20 miles per hour for all residential and non-residential streets in the City when not posted otherwise.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO, THAT:

Section 1: Section 10.04.020(24) of the Manitou Springs Municipal Code is hereby amended to read as follows:

Pursuant to Section 1101(7) of the Model Traffic Code, the city adopts the following maximum lawful speed limits:

- a. Residential districts not posted: Twenty miles per hour.
- b. Nonresidential districts not posted: Twenty miles per hour.
- c. The speed posted on standard signs erected by the city.
- d. Except when a special hazard exists that requires lower speed than set forth in this section, the foregoing speed limits are reasonable and prima facie speed limits.

Section 2. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 4. This ordinance shall take effect five (5) days after publication following final passage.

Passed on first reading and ordered published this 6th day of May 2025.

City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the May 20, 2025 City Council meeting. The City Council Meeting will be held at 6:00 P.M. at City Hall, 606 Manitou Avenue, Manitou Springs, Colorado.

Ordinance Published: May 7, 2025. (in full)

City's Official Website and City Hall

Passed on second reading and adopted by Council this ____ day of _____ 2025.

Mayor, John Graham

Attest: _____
City Clerk, Elena Krebs

Published: _____, 2025 (in full)
City's Official Website and City Hall



Memorandum

Title: First Reading of Ordinance No. 0725, An Ordinance Amending Title 2 with the Addition of A New Chapter 2.66 Concerning Elections

From: Elena Krebs, City Clerk

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

May 6, 2025

Purpose:

The proposed ordinance would amend Title 2 of the Manitou Springs Municipal Code by adding a new chapter concerning elections. The ordinance is being introduced to ensure transparency and administrative clarity in future elections.

Background:

Currently, the City Code does not contain a dedicated chapter outlining procedures for elections. While the Charter provides some general governance, the absence of such a chapter creates ambiguity and potential inconsistency in how elections are conducted. This ordinance seeks to address this gap by establishing clear procedures. Specifically, the ordinance outlines the conduct of elections, write-in vote regulations, procedures for canceling uncontested elections, and fair campaign practices, including reporting requirements for contributions and expenditures.

Pros and Cons:

Pros:

- Legal consistency: Aligns local practices with the Colorado Municipal Election Code.
- Transparency: Enhances accountability through mandated campaign finance disclosures.
- Codification of Procedures: Establishes a formal framework for conducting municipal elections, reducing reliance on external statutes and future administrative confusion.

Cons: There are no cons to adopting this ordinance.

Fiscal Impact:

None.



Workload Impact:

Multiple hours.

Recommended Action:

Move to approve Ordinance No. 0725, an ordinance amending Title 2 with the addition of a new chapter 2.66 concerning elections, on first reading and set a public hearing for May 20, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard.

ORDINANCE

**AN ORDINANCE AMENDING TITLE 2 WITH THE ADDITION OF A
NEW CHAPTER 2.66 CONCERNING ELECTIONS**

WHEREAS, the Manitou Springs Municipal Code currently does not have a Chapter governing the procedure for elections; and

WHEREAS, the City now desires to amend the Manitou Springs Municipal Code to define election provisions for the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF MANITOU SPRINGS, COLORADO, THAT:**

Section 1: Title 2 of the Manitou Springs Municipal Code is hereby amended by the addition of a new Chapter 2.66 to read as follows:

Chapter 2.66 – Elections.

2.66.010 – Conduct of Elections.

All elections shall be held and conducted in accordance with the Home Rule Charter for the City of Manitou Springs.

2.66.020 – Write-in Votes.

No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the City Clerk by the person whose name is written in, and such affidavit shall indicate that the person desires the office and is qualified to assume the duties of that office if elected. The affidavit of intent shall be filed with the City Clerk in compliance with the deadline established in the Colorado Municipal Election Code, as amended.

2.66.030 – Cancellation of Election.

A. If the only matter before the voters is the election of persons to office and if, at the close of business on the last day for filing a write-in candidate affidavit, as established herein, there are not more candidates than offices to be filled at such election, including candidates filing write-in candidate affidavits, the City Council may, by resolution adopted before or after such date, instruct the City Clerk to cancel the election and declare the candidates elected.

B. Notice of such cancellation shall be published, if possible, and notice of such cancellation shall be posted at each polling place and in not less than one other public place.

2.66.040 – Fair Campaign Practices

A. All candidate committees, including Independent Expenditure and issue committees shall register with the City Clerk before accepting or making any contributions. Registration shall be on forms supplied by the City Clerk and must be complete in all respects.

B. When any individual becomes a candidate, such individual shall certify, by affidavit filed with the City Clerk with the nomination petition, that the candidate is familiar with the provisions of the Fair Campaign Practices Act and the Manitou Springs Municipal Code.

C. All candidate committees and issue committees, and all candidates without committees, shall file reports of contributions and expenditures with the City Clerk showing contributions, including contributions in kind received and all expenditures made in excess of twenty dollars (\$20). All reports shall be submitted on forms provided by the City Clerk.

D. Reports shall be due sixty (60) days prior to the election; thirty (30) days prior to the election; fifteen (15) days prior to the election; thirty (30) days after the election; and on the first day of each quarter (July 1, October 1, January 1 and April 1 following the election until a termination report is filed. If the reporting day is on a weekend or a legal holiday, the report shall be filed by the close of the next business day. The reporting period shall close five (5) calendar days prior to the date the report is due.

E. Any candidate committee and issue committee and all candidates without committees that have not accepted any contributions or contributions in kind, made any expenditures or entered into any obligations during a reporting period shall file a report with the City Clerk on the days specified in Subsection D above, certifying that the committee or candidate has not accepted any contributions or contributions in kind, made any expenditures or entered into any obligations during the relevant reporting period.

Section 2. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 4. This ordinance shall take effect five days after publication following final passage.

Passed on first reading and ordered published this 6th day of May 2025.

City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the May 20, 2025, City Council meeting. The City Council Meeting will be held at 6:00 P.M. at City Hall, 606 Manitou Avenue, Manitou Springs, Colorado.

Ordinance Published: May 7, 2025. (in full)

City's Official Website and City Hall

Passed on second reading and adopted by Council this ____ day of _____ 2025.

Mayor, John Graham

Attest: _____
City Clerk, Elena Krebs

Published: _____, 2025 (in full)
City's Official Website and City Hall