



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

July 15, 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. Presentation of Warrants
2. July 1, 2025 City Council Regular Meeting Minutes
3. Approval of a General Services Agreement with Remington Builders Group for the Pool and Fitness Center Roof Construction Project

G. BUSINESS

1. Consideration of a Grant Revision Proposal - Presented by the Manitou Arts, Culture and Heritage Board
2. Approval of Ordinance No. 1525, An Emergency Ordinance of the City of Manitou Springs, Colorado Amending the Manitou Springs Municipal Code to Regulate Accessory Dwelling Units in Compliance with Colorado House Bill 24-1152

H. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

I. CITY ADMINISTRATOR REPORT

J. 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 for the consideration of documents protected by the mandatory nondisclosure provisions of the Open Records Act, pursuant to Section 5.1(f) of the Manitou Springs Home Rule Charter, specifically C.R.S. §24-72-204(1)(a), et seq., and by reference C.R.S. §29-2-106(4)(c)(II), pertaining to sales tax information of a confidential nature.

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.

Request for improved pedestrian safety measures on 131 Washington Avenue

Dear City Council Members of Manitou Springs,

My name is Karyna Aguirre. I am a resident of Upper Washington District in Manitou Springs, raising children of 2 and 8 years old.

The purpose of this letter is to address the urgent need to improve street safety in front of my house located at 131 Washington Avenue. This portion of the street gets an extreme amount of vehicle traffic with constant speeding every day.

My family's only way to step out of our property to get to work/school/park etc. is from stairs going down and straight into the road. Witnessing vehicles pass through every minute, some with squealing tires and revving engines, on a daily basis, my family feels vulnerable, not protected in any way. I have tremendous ongoing worries about potential serious accidents.

I am requesting a removal of middle double yellow line in front of 131 Washington Avenue and making it a one lane road with a space for street parking, where drivers would have to slow down, stop or pull over to let oncoming traffic pass before proceeding. This is the way the rest of Washington Avenue and other residential streets in Manitou Springs are. In addition, a stop sign should be posted right before the corner making right turn. This would make our portion of the street less inviting and less convenient for drivers to speed and safer for my family to lead a quality life.

Thank you for your time and consideration of this important matter.

I look forward to hearing back about actions the City Council will take to address my concern.

Respectfully,

Karyna Aguirre





Memorandum

Title: Presentation of Warrants
From: Nicole Ortega, Finance Supervisor
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 Minutes

July 15, 2025

Purpose:

To present warrants written in June 2025 to City Council.

Background:

City Code 4.2. Powers and duties of Council

...the Council shall have the responsibility and power to:

(d) Prepare and administer an annual budget, and post monthly in City Hall *and make available to the public the line by line expenditures authorized by the Council.*

Pros and Cons:

N/A

Fiscal Impact:

\$1,664,604.86

Workload Impact:

15 Minutes

Recommended Action:

Acknowledge presentation of the warrants by approval of the Consent Calendar.

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/25	06/10/2025	3126	116	WEX / LOAF N JUG FUEL - PAID ON LINE	10-202-100	15,487.93
06/25	06/27/2025	3139	613	CLAYTON HOLDINGS, LLC	53-202-100	74,754.77
06/25	06/26/2025	251229	20220715	INTERNATIONAL PARKING & MOBILITY INSTITU	55-202-100	480.00- V
06/25	06/16/2025	251326	20200299	GRANITE ENGINEERING GROUP INC	52-202-100	705.56- V
06/25	06/03/2025	251351	20221086	NOMATIX	55-202-100	13,019.65- V
06/25	06/06/2025	251378	160128	4 RIVERS EQUIPMENT LLC	10-202-100	2.82
06/25	06/06/2025	251380	37	AFLAC	10-202-100	34.40
06/25	06/06/2025	251381	653	ALERT FIRST AID & SAFETY SERVICE INC	55-202-100	194.82
06/25	06/06/2025	251382	145724	AMAZON CAPITAL SERVICES	10-202-100	572.91
06/25	06/06/2025	251383	426	AMERICAN LOCK & KEY	10-202-100	111.15
06/25	06/06/2025	251384	20220035	AMERITAS LIFE INSURANCE COMPANY	10-202-100	818.36
06/25	06/06/2025	251385	20220036	AMERITAS LIFE INSURANCE CORP	10-202-100	3,370.68
06/25	06/06/2025	251386	1197	AT YOUR SERVICE CARPET & AIR DUCT CLEANI	10-202-100	1,335.00
06/25	06/06/2025	251387	500	BARNHART PUMP COMPANY, INC.	10-202-100	446.25
06/25	06/06/2025	251388	20200032	BUTLER SNOW LLP	52-202-100	20,000.00
06/25	06/06/2025	251389	615	CARDMEMBER SERVICE	55-202-100	1,135.00
06/25	06/06/2025	251390	690	CENTURYLINK	52-202-100	2,564.61
06/25	06/06/2025	251391	2021025	CHAVEZ CONSULTING INC	10-202-100	5,369.00
06/25	06/06/2025	251392	20221109	CHURCHILL, LOUISE	10-202-100	500.00
06/25	06/06/2025	251393	170	CIRSA	10-202-100	3,510.41
06/25	06/06/2025	251395	451	COLORADO ANALYTICAL LABORATORY	52-202-100	455.00
06/25	06/06/2025	251396	177	COLORADO SPRINGS UTILITIES	52-202-100	3,739.17
06/25	06/06/2025	251397	20220017	CYBERSOURCE CORPORATION	55-202-100	548.00
06/25	06/06/2025	251398	150063	E-470 PUBLIC HIGHWAY AUTHORITY	10-202-100	13.45
06/25	06/06/2025	251399	651	EXHAUST READERS	10-202-100	115.00
06/25	06/06/2025	251400	202119	EXPRESS SERVICES, INC.	10-202-100	1,378.22
06/25	06/06/2025	251401	503	FEDERAL EXPRESS	52-202-100	121.88
06/25	06/06/2025	251402	160344	FLAIR DATA SYSTEMS	10-202-100	2,000.00
06/25	06/06/2025	251403	188	GALLS, LLC	10-202-100	154.87
06/25	06/06/2025	251404	432	GRAINGER	10-202-100	173.56
06/25	06/06/2025	251405	20200299	GRANITE ENGINEERING GROUP INC	10-202-100	19,565.50
06/25	06/06/2025	251406	1618	HEIDRICH'S COLORADO TREE FARM NURSERY	10-202-100	2,826.58
06/25	06/06/2025	251407	20200048	HOOVER, HAROLD	10-202-100	374.00
06/25	06/06/2025	251408	20220682	LANDO EXCAVATION LLC	52-202-100	11,722.03
06/25	06/06/2025	251409	20221113	LEE, PHONG	10-202-100	10.00
06/25	06/06/2025	251410	43	LEGAL SHIELD	10-202-100	590.00
06/25	06/06/2025	251411	295	LINDSAY PRECAST, INC.	54-202-100	13.67
06/25	06/06/2025	251412	202158	MACDOUGALL & WOLDRIDGE PC	52-202-100	40.50
06/25	06/06/2025	251413	202136	MANITOU SPRINGS COMMUNITY FOUNDATION	10-202-100	250.00
06/25	06/06/2025	251414	1009	MARCUS ELECTRIC LLC	10-202-100	5,948.00
06/25	06/06/2025	251415	20221111	MARTIN-MUTH, DEANA	10-202-100	100.00
06/25	06/06/2025	251416	145606	MILE HIGH ACE HARDWARE	10-202-100	53.18
06/25	06/06/2025	251417	20200300	MORENO, MARCUS	10-202-100	1,638.80
06/25	06/06/2025	251418	20220214	MUNICIPAL TREATMENT EQUIPMENT	52-202-100	418.70
06/25	06/06/2025	251419	2021089	NATIONSEARCH.COM LLC	10-202-100	367.35
06/25	06/06/2025	251420	20220037	NEW YORK LIFE	10-202-100	1,202.35
06/25	06/06/2025	251421	20221086	NOMATIX	10-202-100	8,312.50
06/25	06/06/2025	251422	20221067	NTIVIA ACCOUNTING DEPT	10-202-100	2,794.65
06/25	06/06/2025	251423	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	28.92
06/25	06/06/2025	251424	20220774	ORGANIC GARDENING SERVICES LLC	10-202-100	4,051.65
06/25	06/06/2025	251425	242	PETTY CASH - FINANCE	10-202-100	693.40
06/25	06/06/2025	251426	20220576	PIKES PEAK BULLETIN	10-202-100	155.00
06/25	06/06/2025	251427	256	POSTMASTER	10-202-100	5,000.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/25	06/06/2025	251428	160025	PRODUCTION PRINTING D11	10-202-100	25.32
06/25	06/06/2025	251429	20220913	PURCELL TIRE & SERVICE CENTERS	10-202-100	723.74
06/25	06/06/2025	251430	194	RAMPART	52-202-100	253.21
06/25	06/06/2025	251431	1023	RMS ELECTRIC SIGN COMPANY	52-202-100	539.92
06/25	06/06/2025	251432	20220393	ROCKSOL CONSULTING GROUP INC	26-202-100	42,927.57
06/25	06/06/2025	251433	20221112	SALAZAR, AMANDA	10-202-100	100.00
06/25	06/06/2025	251434	2004	SHRED-IT USA	10-202-100	245.00
06/25	06/06/2025	251435	145602	SITEONE LANDSCAPE SUPPLY	10-202-100	838.68
06/25	06/06/2025	251436	881	SOUTHEASTERN CO WATER ACTIVITY ENTERPRI	52-202-100	3,644.88
06/25	06/06/2025	251437	20220751	TEMP FENCE USA	55-202-100	200.00
06/25	06/06/2025	251438	20221101	THORCON SHOTCRETE & SHORING	26-202-100	102,660.00
06/25	06/06/2025	251439	940	TIMBER LINE ELECTRIC	52-202-100	32,400.00
06/25	06/06/2025	251440	144529	TRANSWEST TRUCKS INC.	10-202-100	88.99
06/25	06/06/2025	251441	20200170	UNITED SITE SERVICES	10-202-100	737.00
06/25	06/06/2025	251442	203	UTILITY NOTIFICATION CENTER OF COLORADO	52-202-100	83.32
06/25	06/06/2025	251443	20221114	VALET MANAGER INC	55-202-100	5,905.00
06/25	06/06/2025	251444	160197	VERMEER SOUTH	10-202-100	57.89
06/25	06/06/2025	251445	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	645.89
06/25	06/06/2025	251446	1503	WILLIE, MICHAEL DAVID	10-202-100	215.00
06/25	06/06/2025	251447	20200273	WOLFCO COMMERCIAL SERVICES	10-202-100	175.00
06/25	06/06/2025	251448	20220024	WOLFCO COMMERCIAL SERVICES	10-202-100	135.00
06/25	06/06/2025	251449	20220025	WOLFCO COMMERCIAL SERVICES	10-202-100	165.00
06/25	06/06/2025	251450	20220358	WOLFCO COMMERCIAL SERVICES	10-202-100	100.00
06/25	06/20/2025	251451	20221120	ADAM C MORLEY	54-202-100	1,200.00
06/25	06/20/2025	251452	37	AFLAC	10-202-100	34.40
06/25	06/20/2025	251453	653	ALERT FIRST AID & SAFETY SERVICE INC	52-202-100	97.97
06/25	06/20/2025	251454	145724	AMAZON CAPITAL SERVICES	10-202-100	1,960.54
06/25	06/20/2025	251455	145600	AMERICAN BATTERY CORPORATION	10-202-100	491.21
06/25	06/20/2025	251456	426	AMERICAN LOCK & KEY	10-202-100	17.50
06/25	06/20/2025	251457	20220880	AUTOMATED BUSINESS PRODUCTS OF COLORAD	10-202-100	11.40
06/25	06/20/2025	251458	20220180	BATTERIES + BULBS #090	10-202-100	67.15
06/25	06/20/2025	251459	20221116	BERNAT, BRIELLE	10-202-100	100.00
06/25	06/20/2025	251460	137	BILL'S EQUIPMENT AND SUPPLY INC	10-202-100	89.97
06/25	06/20/2025	251461	615	CARDMEMBER SERVICE	10-202-100	2,300.22
06/25	06/20/2025	251462	1516	CASELLE INC	10-202-100	2,052.00
06/25	06/20/2025	251463	690	CENTURYLINK	52-202-100	2,564.61
06/25	06/20/2025	251464	384	CLEARWAY ENERGY GROUP	10-202-100	5,102.31
06/25	06/20/2025	251465	350	COLORADO COMPRESSED GASES	10-202-100	161.51
06/25	06/20/2025	251466	2021034	COLORADO PERA	10-202-100	9,150.17
06/25	06/20/2025	251467	177	COLORADO SPRINGS UTILITIES	55-202-100	21,156.46
06/25	06/20/2025	251468	610	COMMERCE BANK EQUIPMENT FINANCE	39-202-100	13,005.37
06/25	06/20/2025	251469	20221117	DAVINCI SIGN SYSTEMS, INC	39-202-100	104,523.66
06/25	06/20/2025	251470	20220141	DESIGN EDGE PC	39-202-100	775.00
06/25	06/20/2025	251471	658	EL PASO COUNTY PUBLIC HEALTH LABORATORY	10-202-100	368.00
06/25	06/20/2025	251472	1572	ELEVATED ENTRANCES	10-202-100	330.00
06/25	06/20/2025	251473	202119	EXPRESS SERVICES, INC.	10-202-100	918.81
06/25	06/20/2025	251474	20221119	FISHER, LOIS	10-202-100	500.00
06/25	06/20/2025	251475	160344	FLAIR DATA SYSTEMS	10-202-100	6,376.83
06/25	06/20/2025	251476	188	GALLS, LLC	10-202-100	265.48
06/25	06/20/2025	251477	1024	GOODYEAR AUTO SERVICE CTR	10-202-100	680.40
06/25	06/20/2025	251478	1700020	GRANICUS LLC	10-202-100	6,881.39
06/25	06/20/2025	251479	20200299	GRANITE ENGINEERING GROUP INC	52-202-100	705.56
06/25	06/20/2025	251480	145727	GRAY'S TIRE & AUTO	10-202-100	119.98
06/25	06/20/2025	251481	20221085	H&D ENTERPRISES, LLC	10-202-100	17,099.97
06/25	06/20/2025	251482	1038	HARDING NURSERY	10-202-100	482.00
06/25	06/20/2025	251483	1618	HEIDRICH'S COLORADO TREE FARM NURSERY	10-202-100	482.09
06/25	06/20/2025	251484	148807	HOFFMANN, PARKER, WILSON & CARBERRY	10-202-100	52,237.23

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/25	06/20/2025	251485	436	HOME DEPOT CREDIT SERVICES	10-202-100	195.06
06/25	06/20/2025	251486	594	HORD, COPLAN, MACHT	39-202-100	3,289.00
06/25	06/20/2025	251487	144638	KUMAR & ASSOCIATES, INC.	39-202-100	219.75
06/25	06/20/2025	251488	20200246	LAND TITLE GUARANTEE COMPANY	23-202-100	1,902.00
06/25	06/20/2025	251489	145563	LIGHTNING BOLT, INC.	10-202-100	27.10
06/25	06/20/2025	251490	56	LOWE'S	10-202-100	238.43
06/25	06/20/2025	251491	20220734	MALLORY SAFETY & SUPPLY LLC	10-202-100	265.31
06/25	06/20/2025	251492	248	MANITOU SPGS SCHOOL DIST 14	01-202-100	5,032.09
06/25	06/20/2025	251493	20220219	MATRIX DESIGN GROUP, INC	55-202-100	3,021.30
06/25	06/20/2025	251494	145567	MAUL, JOSHUA M	10-202-100	137.00
06/25	06/20/2025	251495	746	MHC KENWORTH-COLORADO SPRINGS	10-202-100	22.53
06/25	06/20/2025	251496	145606	MILE HIGH ACE HARDWARE	54-202-100	530.10
06/25	06/20/2025	251497	2021089	NATIONSEARCH.COM LLC	10-202-100	379.45
06/25	06/20/2025	251498	20221067	NTIVIA ACCOUNTING DEPT	10-202-100	150.00
06/25	06/20/2025	251499	415	OLSON PLUMBING & HEATING	10-202-100	502.73
06/25	06/20/2025	251500	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	12.99
06/25	06/20/2025	251501	20220774	ORGANIC GARDENING SERVICES LLC	10-202-100	1,751.40
06/25	06/20/2025	251502	180019	PALACE HOMES INC	10-202-100	2,407.00
06/25	06/20/2025	251503	20220396	PARKHUB, INC.	55-202-100	13,612.50
06/25	06/20/2025	251504	20220400	PIKERIDE INC	55-202-100	35,000.00
06/25	06/20/2025	251505	20220576	PIKES PEAK BULLETIN	10-202-100	290.00
06/25	06/20/2025	251506	18922	PREFERRED DOCUMENT SOLUTIONS	10-202-100	57.49
06/25	06/20/2025	251507	391	RICK'S GARDEN CENTER	10-202-100	901.54
06/25	06/20/2025	251508	20220190	RIVET ENGINEERING GROUP LLC	39-202-100	414.00
06/25	06/20/2025	251509	148850	ROCKY MOUNTAIN FIELD INSTITUTE	10-202-100	40,000.00
06/25	06/20/2025	251510	529	ROCKY MOUNTAIN RESERVE	10-202-100	157.25
06/25	06/20/2025	251511	20220504	SEBASTIAN, DIANE	10-202-100	12.50
06/25	06/20/2025	251512	20200287	SHELDON'S AUTO REPAIR	10-202-100	1,082.44
06/25	06/20/2025	251513	145602	SITEONE LANDSCAPE SUPPLY	10-202-100	3,950.46
06/25	06/20/2025	251514	17001	STAPLES BUSINESS ADVANTAGE	10-202-100	53.47
06/25	06/20/2025	251515	20200156	T2 SYSTEMS CANADA INC	55-202-100	9,027.30
06/25	06/20/2025	251516	20220380	TAKE 5 CAR WASH	10-202-100	147.00
06/25	06/20/2025	251517	662	TAYCO SCREEN PRINTING	10-202-100	3,318.75
06/25	06/20/2025	251518	20220751	TEMP FENCE USA	55-202-100	190.00
06/25	06/20/2025	251519	269	THE GAZETTE	10-202-100	287.88
06/25	06/20/2025	251520	20220970	TIMBERLINE BUILDING SYSTEMS LLC	39-202-100	286,738.53
06/25	06/20/2025	251521	148821	UCHEALTH MEDICAL GROUP	10-202-100	45.00
06/25	06/20/2025	251522	20200170	UNITED SITE SERVICES	55-202-100	5,972.00
06/25	06/20/2025	251523	20220331	VERIZON CONNECT FLEET USA LLC	55-202-100	805.40
06/25	06/20/2025	251524	10065	WASTE CONNECTIONS	10-202-100	356.48
06/25	06/20/2025	251525	202195	WATTERS H2O SERVICES	52-202-100	7,706.25
06/25	06/20/2025	251526	2020007	WATTS UPFITTING	10-202-100	1,195.78
06/25	06/20/2025	251527	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	812.29
06/25	06/20/2025	251528	213	WHISLER INDUSTRIAL SUPPLY	10-202-100	732.02
06/25	06/20/2025	251529	20220120	WM CORPORATE SERVICES, INC.	54-202-100	1,745.36
06/25	06/20/2025	251530	551	XEROX FINANCIAL SVCS/MARLIN LEASING CORP	10-202-100	3,842.17
06/25	06/20/2025	251531	20220679	YOUNG, RENE	10-202-100	300.00
06/25	06/23/2025	251533	20220883	DIVISION OF CHILD SUPPORT	10-202-100	936.00
06/25	06/30/2025	251534	144506	ADVANCE AUTO PARTS	10-202-100	31.29
06/25	06/30/2025	251535	20200281	ALL COPY PRODUCTS INC	10-202-100	152.94
06/25	06/30/2025	251536	20200132	ALLEN, MICHAEL T	10-202-100	1,337.50
06/25	06/30/2025	251537	145724	AMAZON CAPITAL SERVICES	55-202-100	1,112.97
06/25	06/30/2025	251538	20220808	AMERICAN LEAK DETECTION OF SOUTHERN CO	52-202-100	600.00
06/25	06/30/2025	251539	20211028	BEAR'S ACCESS SOLUTIONS LLC	10-202-100	1,135.00
06/25	06/30/2025	251540	473	BLUE STAR RECYCLERS	10-202-100	1,309.25
06/25	06/30/2025	251541	1410	BOBCAT OF THE ROCKIES	10-202-100	5,974.42
06/25	06/30/2025	251542	848	CENTURYLINK	10-202-100	412.27

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/25	06/30/2025	251543	20221122	CHOHRACH, JAMES	10-202-100	45.00
06/25	06/30/2025	251544	144290	CITY OF COLORADO SPRINGS	55-202-100	205,582.00
06/25	06/30/2025	251545	384	CLEARWAY ENERGY GROUP	10-202-100	6,613.22
06/25	06/30/2025	251546	451	COLORADO ANALYTICAL LABORATORY	52-202-100	201.00
06/25	06/30/2025	251547	350	COLORADO COMPRESSED GASES	10-202-100	9.96
06/25	06/30/2025	251548	163	COMPLETE LIGHTING OF COLORADO	10-202-100	69.30
06/25	06/30/2025	251549	642	CORE & MAIN LP	52-202-100	93.93
06/25	06/30/2025	251550	145514	CRAIG'S POWER EQUIPMENT	10-202-100	68.46
06/25	06/30/2025	251551	20221123	DAVISON, ZACHARY	10-202-100	234.40
06/25	06/30/2025	251552	20220883	DIVISION OF CHILD SUPPORT	10-202-100	936.00
06/25	06/30/2025	251553	658	EL PASO COUNTY PUBLIC HEALTH LABORATORY	10-202-100	391.00
06/25	06/30/2025	251554	1329	FALCON DISTRIBUTORS	10-202-100	316.41
06/25	06/30/2025	251555	160344	FLAIR DATA SYSTEMS	10-202-100	1,621.75
06/25	06/30/2025	251556	20221126	FOUNTAIN VALLEY SCHOOL	39-202-100	2,550.00
06/25	06/30/2025	251557	188	GALLS, LLC	10-202-100	12.51
06/25	06/30/2025	251558	432	GRAINGER	10-202-100	253.26
06/25	06/30/2025	251559	20220735	GRIMCO, INC.	55-202-100	3,980.56
06/25	06/30/2025	251560	436	HOME DEPOT CREDIT SERVICES	10-202-100	581.74
06/25	06/30/2025	251561	20221104	IICON CONSTRUCTION COLORADO LLC	55-202-100	295,861.56
06/25	06/30/2025	251562	20220715	INTERNATIONAL PARKING & MOBILITY INSTITU	55-202-100	480.00
06/25	06/30/2025	251563	2021004	JAGGER, LINDA	10-202-100	12.50
06/25	06/30/2025	251564	145563	LIGHTNING BOLT, INC.	10-202-100	17.25
06/25	06/30/2025	251565	20221124	LIRA, MICHAEL	10-202-100	25.00
06/25	06/30/2025	251566	20220734	MALLORY SAFETY & SUPPLY LLC	54-202-100	403.20
06/25	06/30/2025	251567	939	MANITOU ART CENTER	29-202-100	2,000.00
06/25	06/30/2025	251568	1009	MARCUS ELECTRIC LLC	10-202-100	100.00
06/25	06/30/2025	251569	1118	MELCON COMMUNICATIONS LLP	10-202-100	3,050.00
06/25	06/30/2025	251570	746	MHC KENWORTH-COLORADO SPRINGS	10-202-100	1,517.62
06/25	06/30/2025	251571	145606	MILE HIGH ACE HARDWARE	10-202-100	179.17
06/25	06/30/2025	251572	20221127	MILLER, RICHARD	10-202-100	100.00
06/25	06/30/2025	251573	20200300	MORENO, MARCUS	10-202-100	1,280.00
06/25	06/30/2025	251574	169	NAPA AUTO PARTS	10-202-100	34.26
06/25	06/30/2025	251575	20221086	NOMATIX	10-202-100	5,343.75
06/25	06/30/2025	251576	20221067	NTIVIA ACCOUNTING DEPT	10-202-100	16,190.07
06/25	06/30/2025	251577	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	19.74
06/25	06/30/2025	251578	20220774	ORGANIC GARDENING SERVICES LLC	10-202-100	1,751.40
06/25	06/30/2025	251579	20220844	PALADIN TECHNOLOGIES (USA) INC	10-202-100	600.00
06/25	06/30/2025	251580	20220576	PIKES PEAK BULLETIN	10-202-100	70.00
06/25	06/30/2025	251581	20221023	PINNACLE CONSULTING GROUP, INC.	10-202-100	82.74
06/25	06/30/2025	251582	20220913	PURCELL TIRE & SERVICE CENTERS	10-202-100	283.50
06/25	06/30/2025	251583	1217	RAM PRODUCTS, LTD	10-202-100	27.84
06/25	06/30/2025	251584	20211010	ROADSAFE TRAFFIC SYSTEMS INC	55-202-100	848.75
06/25	06/30/2025	251585	20220393	ROCKSOL CONSULTING GROUP INC	26-202-100	8,160.09
06/25	06/30/2025	251586	855	ROCKY MOUNTAIN AIR SOLUTIONS	52-202-100	2,878.48
06/25	06/30/2025	251587	529	ROCKY MOUNTAIN RESERVE	10-202-100	157.25
06/25	06/30/2025	251588	20221121	SOUTHERN COLORADO MOBILE BLASTING, LLC	10-202-100	2,300.00
06/25	06/30/2025	251589	20221125	SPANISH CONNECTION, LLC	10-202-100	96.40
06/25	06/30/2025	251590	17001	STAPLES BUSINESS ADVANTAGE	55-202-100	180.24
06/25	06/30/2025	251591	18002	STUART, DAN	10-202-100	375.00
06/25	06/30/2025	251592	940	TIMBER LINE ELECTRIC	52-202-100	4,821.50
06/25	06/30/2025	251593	484	TRS CORP	10-202-100	1,535.75
06/25	06/30/2025	251594	145515	ULINE	55-202-100	662.96
06/25	06/30/2025	251595	160197	VERMEER SOUTH	10-202-100	88.99
06/25	06/30/2025	251596	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	1,254.48
06/25	06/30/2025	251597	20220826	WHENTOWORK LLC	10-202-100	412.00
06/25	06/30/2025	251598	213	WHISLER INDUSTRIAL SUPPLY	10-202-100	337.70
06/25	06/11/2025	20250565	658	EL PASO COUNTY PUBLIC HEALTH LABORATORY	10-202-100	368.00- V

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
Grand Totals:		224				1,664,604.86

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"



Memorandum

Title: July 1, 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

July 15, 2025

Purpose:

To review and approve the meeting minutes from the July 1, 2025 City Council meeting.

Background:

The City Council met in regular session on July 1, 2025.

Pros and Cons:

N/A

Fiscal Impact:

None.

Workload Impact:

Approximately six hours to attend the meeting and to prepare and review the minutes.

Recommended Action:

Approve the July 1, 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
July 1, 2025

The City Council of Manitou Springs met in Regular Session on Tuesday, July 1, 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
Councilor Michelle Whetherhult

A. CALL TO ORDER

Mayor Graham called the meeting to order at 6:00 PM.

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

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

There was no public comment.

F. CONSENT CALENDAR

Mayor Graham shared that he had received correspondence from City Clerk, Elena Krebs regarding the approval of minutes. He read her email, which explained that, under Robert's Rules, members do not need to be present at the meeting in order to vote on the approval of the minutes. Furthermore, the approval represents a collective judgment by the body that the written record accurately reflects what occurred.

Councilor Wolfe stated that she was not comfortable voting to approve the minutes of a meeting she did not attend, as she could not confirm whether the minutes were accurate.

1. June 3, 2025 City Council Regular Meeting Minutes – AMENDED

Note for the Record – This item was pulled from the consent calendar as requested by Mayor Pro Tem Johnson.

2. June 17, 2025 City Council Regular Meeting Minutes

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

3. Consider Reappointing Ralph Routon to the Manitou, Arts, Culture and Heritage Board

4. Consider Reappointing Kinsey Watts to the Manitou, Arts, Culture and Heritage Board

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

F1. June 3, 2025 City Council Regular Meeting Minutes – AMENDED

Councilor Chandler moved to approve the minutes as amended. The motion was seconded by Councilor Shada. The motion was carried (6-0) with Mayor Pro Tem Johnson abstaining.

F2. June 17, 2025 City Council Regular Meeting Minutes

Mayor Pro Tem Johnson moved to approve the minutes as presented. The motion was seconded by Councilor Fortuin. The motion was carried (4-0) with Councilor Chandler, Councilor Wolfe and Mayor Graham abstaining.

G. PRESENTATION

1. Proclamation No. 1025, A Proclamation to Recognize July as Parks and Recreation Month

Councilor Chandler read Proclamation No. 1025 into the record, recognizing July as Parks and Recreation Month.

Parks and Recreation Director Gillian Rossi thanked the City Council for the proclamation and noted that the timing was fitting, as the ribbon cutting for Soda Springs Park Phase Two was on June 30, 2025.

Councilor Chandler expressed appreciation for the Parks and Recreation Advisory Board (PARAB).

Councilor Wolfe requested that city parks be made more available to the public, especially Memorial Park. She stated that when the parks are roped off for events during the summer it is detrimental to local businesses and prevents people from being able to enjoy the park.

H. BUSINESS

1. Consider Appointing Erin Handlin to the Historic Preservation Commission as a Regular Member

Vice Chair Matthew Rose introduced applicant Erin Handlin. He shared that the Chair and himself feel that she would be a great addition to the commission.

Ms. Handlin expressed interest in joining the Historic Preservation Commission (HPC). She stated that she cares about continuity, the unique character of Manitou Springs and protecting the historic buildings in the community.

Councilor Shada moved to approve the appointment of Erin Handlin to the Historic Preservation Commission as a regular member. The motion was seconded by Councilor Chandler. The motion was carried unanimously (7-0).

I. HEARINGS

1. Appeal of Planning Commission decisions regarding ADJ 2501 Boundary Adjustment, VAR 2502 – Variance (Setback), and VAR 2503 – Variance (Lot Frontage) at 360 Via Linda Vista and 370 Via Linda Vista

Senior Planner Chelsea Royston gave a presentation on the two properties, which addressed background information about the neighboring lots, the appellants' requests, city staff's assessment, and approval criteria as established in the Land Use and Development Code (LUDC).

There was a brief discussion regarding the property line that was reestablished by the owners in 2023, in which Senior Planner Royston clarified that the line was reestablished to build on the 370 Via Linda Vista property, which staff believe created the hardship.

There was a discussion regarding whether there was any risk to the city if the variances and boundary adjustment were to be approved, during which Senior Planner Royston explained that there was no known risk and that boundary adjustments are essentially an agreement between two property owners, and typically an administrative process managed by the Planning Department. However, because this request required

variances, it required review by the City Planning Commission (CPC) and then the City Council for the appeal.

Councilor Wolfe expressed concern about setting a precedent if the Council were to approve the requests without meeting four of the required criteria and acknowledged that the hardship was self-imposed.

City Attorney Jeff Parker advised the City Council to follow the criteria in the city code when considering the appeal.

Senior Planner Royston noted a section of code stating that no decision of CPC shall set a precedent. She stated that she believes this would also apply to decisions made by the City Council.

Councilor Wolfe stated that while she appreciated the reference, she did not believe the cited code would be upheld in court.

There was a brief discussion regarding ownership, co-applicants and co-appellants, during which Senior Planner Royston clarified that Roy and Jane Rosenthal owned both properties at the beginning of the process, so they were on all applications in the beginning. The Rosenthals then sold 360 Via Linda Vista to Derek and Carly Keller, making the new owners the applicant for the Setback Variance and co-applicants on the boundary adjustment.

Jane Rosenthal, Owner of 370 Via Linda Vista, stated that the circumstance is unique. She emphasized that all property owners are in agreement regarding the boundary adjustment and expressed disappointment in the government's hindrance in their agreed adjustment. She explained that they had previously combined the lots under one tax number without legally vacating the boundary, a condition known as an abeyance. Heeding the advice of the former Planning Director, they reestablished the original lot line, as it had never been formally vacated. Ms. Rosenthal added that they had received feedback from several potential buyers while trying to sell 360 Via Linda Vista that the easement for the carport was not sufficient.

Roy Rosenthal, Owner of 370 Via Linda Vista, contended that both variances should be evaluated using the same set of criteria, as their approval is jointly necessary for the boundary adjustment to proceed. He noted that the applicants jointly meet three criteria for both variances and shared multiple reasons that the owners of 360 Via Linda Vista are experiencing hardship without the variances, including difficulty selling the home in the future, maintenance for a structure they do not own and the fact that the easement is conditional. He argued that the restored boundary should not count against them, as they were only recovering a preexisting boundary that was never officially vacated and not establishing a new boundary. Mr. Rosenthal also introduced a claim under criterion 5, citing recent precedent and the fact that co-applicant Derrick Keller is a 100 percent service connected disabled veteran at risk for future mobility issues, thereby asserting that together the applications now meet criteria 1 through 5.

There was a brief discussion regarding the survey included in the presentation and whether the carport is encroaching on the public right of way, during which Councilor Fortuin expressed concern about a potential encroachment from the carport and whether the survey was accurate.

Derek Keller, owner of 360 Via Linda Vista, stated that he has a disability, indicating that the related criterion was met. He also addressed the issue of the parking easement, explaining that the current easement does not allow him to make modifications to the structure and that because the agreement is conditional, it could be revoked at any time, removing their ability to use the carport. He noted that the proposed changes would have no negative impact on neighbors and that the county recognizes the carport as part of 360 Via Linda Vista. He stated that there is no alternative parking due to the topography and reiterated that they are the only homeowners out of 27 in the neighborhood who do not have parking on their property.

There was a brief discussion about whether the new owners were aware of the current boundary prior to purchasing 360 Via Linda Vista. Mr. Keller confirmed that they knew the applications were being submitted to CPC and stated that they felt they had a strong argument for approval.

Mayor Graham opened public comment at 7:06 PM.

City Clerk Krebs read a public comment from Frank Reiff, received via online submission, into the record. Mr. Reiff's comment expressed support for the boundary adjustment.

Realtor for Derek and Carly Keller, Sean Warner, commented that there were competing offers on the property and that Mr. and Mrs. Keller were at risk of losing the property if they were to wait for the issue to be resolved.

Due to no further public comment, Mayor Graham closed the public comment portion of the hearing at 7:10 PM.

Mr. Rosenthal shared that he was optimistic about approval based on a positive pre-application meeting with the Planning Department, during which no negative feedback was received.

There was further discussion about whether there was any risk in approving the boundary adjustment and variances, during which Planning Director Fred Rollenhagen clarified that risk is not one of the criteria to be considered.

Councilor Wolfe stated that based on the facts presented she did not believe the request complied with the code. She noted that the City Council could consider revising the code in the future, and that the applicants might choose to return at that time. She reiterated that although the applicants may not have intended for reestablishing the boundary to create an issue, the hardship was clearly self-imposed. She further stated that purchasing the home without including a condition requiring approval of the boundary adjustment and variances also constituted a self-imposed hardship. Councilor

Wolfe added that the disability criterion requires a current impairment and an inability to access the property, which she did not believe was met based on the information presented.

Councilor Fortuin agreed with Councilor Wolfe and expressed frustration with not being able to meet criteria under the circumstances. She stated that while the proposed solution made sense, the City Council does have to follow the code.

Councilor Chandler stated that she is also not in favor of approving the requests. She commented that homeowners must take responsibility when entering into property agreements. She noted that factors such as topography and market interest are outside the Council's purview. While she expressed that these situations are difficult, she emphasized that the Council must adhere to the LUDC, and the proposed boundary adjustment and variances do not meet the required criteria.

Mayor Pro Tem Johnson stated that it is important to support the LUDC as well as the work of the city's boards and commissions. She acknowledged that the code could be revised if changes are needed. However, she noted that based on the current code and the information presented, the request does not meet the criteria required for a different determination.

Councilor Whetherhult agreed with the consensus and stated that she would be interested in revisiting the code.

Councilor Shada agreed that the requests did not meet all the required criteria and suggested that the City Council revisit the LUDC.

Mayor Graham commented on the significant effort previously made by many parties to review the code with the intent of ensuring fairness for all. He added that the city must operate according to established procedures. While he expressed sympathy that the situation could not be easily resolved, he emphasized the importance of consistency in applying the law and avoid setting precedent.

Councilor Fortuin moved that denial of any of the three applications be denial of all. The motion was seconded by Councilor Chandler. The motion was carried unanimously (7-0).

Councilor Fortuin moved to approve the Boundary Adjustment at 360 Via Linda Vista and 370 Via Linda Vista, based upon the findings that the request meets the review criteria for granting a Boundary Adjustment, as set forth in City Code 18.06.4.20, with staff's conditions as outlines in the agenda packet. The motion was seconded by Councilor Chandler. The motion was carried (4-3) with Mayor Graham, Councilor Wolfe and Councilor Whetherhult as the dissenting votes.

Councilor Whetherhult moved to deny the Variance at 360 Via Linda Vista based upon the findings that the request does not meet the review criteria for granting a Variance, as set forth in City Code Section 18.06.4.2. The motion was seconded by Councilor Wolfe. The motion was carried unanimously (7-0).

Mayor Pro Tem Johnson moved to deny the Variance at 370 Via Linda Vista based upon the findings that the request does not meet the review criteria for granting a Variance, as set forth in City Code Section 18.06.4.2. The motion was seconded by Councilor Wolfe. The motion was carried unanimously (7-0).

City Attorney Parker clarified for the record that the two variance requests were expressly denied based on the applicable criteria. Because a condition was in place stating that the denial of any one request would result in the denial of all three, the boundary adjustment, although originally granted, is also considered denied.

Note for the Record – The City Council took a break at 7:37 PM and reconvened at 7:54 PM.

2. Second Reading and Public Hearing of Ordinance No. 1425, an Ordinance Amending the Budget for Fiscal Year 2025

Finance Director Rebecca Davis presented the ordinance, noting an increase of \$300,000 to the Sewer Enterprise Fund budget since first reading due to the sewer project at Manitou Avenue and Crystal Park Road. All other budget items remain unchanged. Finance Director Davis also highlighted concerns regarding the General Fund unassigned fund balance, stating that while current funding levels are appropriate, if the loss in sales tax revenue is not replaced, the fund balance will be depleted, and city services could be reduced if current trends continue. In addressing recent cutbacks, she stated that several departments reduced training expenses.

City Administrator Denise Howell explained that the Capital Fund has been nearly depleted, and its balance transferred to support the General Fund. Several positions, such as a Police Officer and the City Arborist will remain unfilled this year and certain programs have been reduced or cut to manage costs. The pool closure for part of the year is expected to provide unanticipated savings. She emphasized that the cuts have been substantial, exceeding initial requests and noted that savings from unfilled positions also include reduced benefits and payroll costs. City Administrator Howell reiterated the importance of developing long-term solutions to address the loss in sales tax revenue.

There was a brief discussion about services that could be reduced, during which City Administrator Howell stated that there are several options that would be discussed with the Council. Services and programs that could be affected include the recycling program, Emergency Medical Services (EMS), the city pool, and Chipping Days.

Mayor Graham opened the public comment at 8:00 PM. Due to no public comment, Mayor Graham subsequently closed the public comment portion of the hearing.

Councilor Chandler moved to adopt on second reading Ordinance No. 1425, an Ordinance Amending the Budget for Fiscal Year 2025. The motion was seconded by Councilor Fortuin. The motion was carried unanimously (7-0).

J. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

Councilor Wolfe shared that resident Joanne Baily reached out about street signs on Crystal Park Road, suggesting that the city move the signs further south and consider adding higher speed bumps. Councilor Wolfe also expressed concern that an ordinance had not yet been adopted following the state's updated Accessory Dwelling Unit (ADU) guidelines.

There was a brief discussion regarding ADU guidelines during which City Attorney Parker advised that there are two aspects to the State's ADU law. One is the legal requirement for the city to allow ADUs in certain areas, particularly in single-family residential zones, based on population thresholds. The second is a report the city must file with the Department of Local Affairs (DOLA), which would designate the city as an ADU friendly community and make it eligible for certain State grants. The report was due June 30th, but an extension is available, allowing the city to still file and qualify for those grants. However, the extension does not affect the underlying legal requirement to allow ADUs. The City Attorney clarified that while the city currently lacks specific ADU regulations, such as those related to size, it does have zoning regulations like height limits and setbacks that would still apply. The City Attorney recommended that these be put in place as soon as possible.

Mayor Graham shared that the Police Department is sponsoring a homeless camp clean up in Black Canyon Open Space on July 13, 2025. He announced that there will be no meeting July 8, 2025, and that there will be City Council meetings on July 15, 2025, and July 22, 2025. He added that there will potentially be a community meeting on July 29, 2025.

K. CITY ADMINISTRATOR REPORT

City Administrator Howell reported on the following items:

- The mural behind the pool will start soon.
- Staff's goal is to have Manitou Avenue and Crystal Park Road open by the afternoon on Friday, July 4, 2025, as a temporary patch, with permanent repairs before school starts.
- Staff did a great job repairing a watermain break on Ruxton Avenue in six hours.
- Soda Springs Phase Two Ribbon cutting was on June 30, 2025.

L. 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 hold a conference with the City Attorney for legal advice pursuant to Section 5.1(c) of the Manitou Springs Home Rule Charter, concerning *Manitou and Pikes Peak Railway Company v. City of Manitou Springs Colorado*, El Paso County District Court Case No. 2025CV30766

Mayor Graham read the purpose of the Executive Session into the record at 8:08 PM.

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

The City Council moved back to Regular Session at 9:48 PM. Mayor Graham confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

ADJOURN

With no other items to discuss, Mayor Graham adjourned the meeting at 9:48 PM.

Attest:

John Graham, Mayor

Elena Krebs, City Clerk

If you need this document in an alternative format, such as large print, accessible PDF, or Braille, please contact the City Clerk's Office at cityclerk@manitouspringsco.gov or (719) 685-2554.



Memorandum

Title: Approval of a General Services Agreement with Remington Builders Group for the Pool and Fitness Center Roof Construction Project

From: Gillian Rossi, Parks & Recreation Director and Philip Moya, Aquatics Manager

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

July 15, 2025

Purpose:

To request approval from City Council to move forward with the Pool Roof Repair Project per the proposed contract with Remington Builders Group.

Background:

An engineering assessment was conducted on the Pool & Fitness Center roof in 2023 and 2024. The report (available upon request) found that several areas of the roof are in disrepair and must be replaced and/or repaired. This project will address all concerns and allow the pool to stay open into 2026 and beyond.

Contract for required repairs and renovation to the existing Pool & Fitness Center roof. Includes:

1. Repair and replace roofing and rafters.
2. Remodel and replace HVAC duct work.
3. Repair and replace roofing over the pool and weight and cardio room.

Pros and Cons:

Pros: Pool Roof Repair Project will be able to begin on-time, addressing all engineering concerns and allowing the facility to re-open earlier in 2026.

Cons: The Pool & Fitness Center will be closed to the public during the project (~5 months).

Fiscal Impact:

\$585,459.41

Workload Impact:

City staff from the Public Services, Parks & Recreation, and Planning Departments will



partner to manage this project through completion. Estimated time per week is 1-4 hours, depending on what stage the project is in.

Recommended Action:

Approve the General Services Agreement with Remington Builders Group for the Pool and Fitness Center Roof Project through the approval of the consent calendar.



CITY OF MANITOU SPRINGS

Contract Checklist Coversheet

City Department: Parks & Recreation Department Staff Member: Philip Moya

Type of Contract: ☒ General Services ☐ Professional Services ☐ Grant ☐ Intergovernmental (IGA) or Memorandum of Understanding (MOU)
☐ Other ☐ Amendment If Agreement is an Amendment – Original's Effective Date and Version Number: _____

Project Description and Location: Pool & Fitness Center Roof Construction Project – repair and replacement of roof infrastructure and re-roofing of facility.

Business Name: Remington Builders Group Business Phone Number: 719-413-6649

Business Address: 6385 Corporate Drive #200 | Colorado Springs, CO 80919

Street

City

State

Zip

(Note: City Business License is required if business conducts work 7 days or more a year in Manitou Springs – contact the Finance Department)

Unique Entity Identifier (UEI) Number (Required if related to State or Federal Funding): _____ (attach printout of www.sam.gov information)

Point of Contact: Remington Smith, Owner

Name & Job Title

Point of Contact Phone Number: 719-413-6649 Point of Contact email: remington@rbgco.net

Contract Effective Date: 07/15/2025 Term Date: ☒ Upon Completion **OR** ☐ End date _____

☐ Contract Auto Renews – Renewal Date: _____ ☐ Contract requires notification for termination – Notification Date: _____

Contract Amount not to exceed: \$585,459.41 Anticipated GL Code: 39-499-835 (Pool Improvements)
(per Municipal Code Ordinance - Chapter 3.32)

- ☐ Less than \$20,000 – Approval required by authorized Department Head or designee
\$5,000 - \$20,000 – minimum **3** solicitation of **verbal or written** bids required (☐ Attached to contract packet)
More than \$10,000 – quotes required for materials and supplies (☐ Attached to contract packet)
- ☐ More than \$20,000 – Approval required by City Administrator or designee
More than \$20,000 – minimum **3** solicitations of **written** bids required (☐ Attached to contract packet)
- ☒ More than \$50,000 – Approval required by City Council – date approved: _____
More than \$100,000 – Formal Request for Proposal (RFP) process required (☒ Attached RFP information to contract packet)

Is project funded with PPRTA Funding? ☒ No ☐ Yes:

If Yes and more than \$25,000 ☐ PPRTA contract template ☐ PPRTA Provisions form Date of PPRTA Board meeting _____

Is project funded with State or Federal Funding or related to State or Federal Funding (including Grants)?

☒ No ☐ Yes ☐ Federal Grant - Funding Agency: _____ Grant Number: _____

If yes:

☐ Use Federal Funding contact template ☐ Use appropriate Federal Funding exhibits ☐ send e-copy to Finance Department

CFDA Number _____ Grant Amount: \$ _____ City Match Amount: \$ _____ Grant Rev GL Code _____

If yes, Indicate compliance with these requirements as applicable:

☐ n/a ☐ 2 CFR Section 200.321: Requirement for providing contracting opportunities for Small, Minority, and Women owned enterprises

☐ n/a ☐ 2 CFR Section 200.323(a): Requirement for conducting an independent cost estimate before receipt of bid or proposal

Execution City Official name & title (print): John Graham, Mayor of the City of Manitou Springs

Is Bid required? – ☒ Yes ☐ No – if not required, state reason: _____

Do Contract Terms include insurance coverage or bond requirement?

☐ No ☒ Yes ☒ Insurance / Bond certificate information attached ☐ n/a - Why n/a? _____

Are there exhibits included in this Contract? ☐ No ☒ Yes Number of Exhibits: 5

List Exhibits:

Exhibit A – Remington Builders Scope of Services ☒ Attached Exhibit B – RIVET Engineering Plans ☒ Attached

Exhibit C – Chiartano Engineering Mechanical Plan ☒ Attached Exhibit D – Pool Roof and Weight Room Roof Replacement Details ☒ Attached

Attached Exhibit E – Final Addendum with Updated Chiartano Engineering Mechanical ☒ Attached

Are Milestones included in this Contract? ☒ Yes ☐ No – if no, state reason: _____

Is a Payment Schedule included in this Contract? ☒ Yes ☐ No – state reason: _____

Contract review by the City Administrator is REQUIRED prior to contract execution

City Administrator's signature: _____ Date: _____

AGREEMENT FOR GENERAL SERVICES

THIS AGREEMENT FOR GENERAL SERVICES is made and entered into this **15th day of July, 2025**, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and **Remington Builders Group**, an independent contractor with a principal place of business at 6385 Corporate Drive, #200, Colorado Springs, CO, 80919 and phone number of 719-413-6649 ("Contractor") (collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**.

B. No change to the Scope of Services, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work as set forth in the Scope of Services. Except as may be changed in writing by the City, the Scope of Services shall be completed on schedule as identified in **Exhibit A, B, C, D, E**, and Contractor shall furnish the City the specified deliverables as provided in **Exhibit A, B, C, D, E**.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor an amount not to exceed **Five Hundred Eighty-Five Thousand Four Hundred Fifty-Nine Dollars and Forty-One Cents (\$585,459.41)**. This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Contractor shall be paid only for work performed.

B. Unless specified otherwise in **Exhibits A, B, C, D, E**, Contractor shall submit monthly statements requesting payment for work satisfactorily completed. Such requests shall be based upon the amount and value of the work and services satisfactorily performed by Contractor under this Agreement. Invoices shall be itemized and include hourly breakdowns

for all personnel and other charges. The City shall remit payment within thirty (30) days of receipt of an invoice meeting the requirements set forth herein.

C. Final payment will be made after all documentation is received by the City, including, but not limited to project closeout documents and all work is completed to the City's standards.

IV. CLEANUP

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work each day, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work. Contractor shall remove and dispose of all waste materials at their expense unless specified otherwise in **Exhibit A**.

B. If Contractor fails to perform the cleanup required by this Section the City shall provide Contractor written notice which Contractor has 24 hours to correct the violation or Contractor shall be assessed a fine of One Hundred Dollars (\$100) per day for each day violation occurs. In addition, the City may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup and applicable fines, Contractor shall pay to the City the fines and costs incurred by the City for such cleanup, or the City shall have the right to withhold said amount from any final payment due to Contractor.

V. LIQUIDATED DAMAGES

A. Contractor acknowledges time is of the essence and delayed performance constitutes a compensable inconvenience to the City and its residents and liquidated damages shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed beyond the schedule agreed upon by the City and Contractor, Contractor shall be assessed One Hundred Dollars (\$100) per day or Five Hundred Dollars (\$500) per day if the Not to Exceed amount for this Agreement is over Ninety-nine Thousand Dollars (\$99,000).

B. Contractor will provide a written schedule for the work to be completed to the City for review and approval at the Pre-Construction meeting. Any changes to the written schedule must be authorized by written amendment executed by the City.

C. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the City of any its rights. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work by or on Final Completion date. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the City.

VI. CONTRACTOR RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing.

B. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work. The services to be performed by Contractor shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Contractor warrants that all materials provided as a part of the Scope of Services shall be free from defects for 12 months from completion date of project.

VII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

VIII. INSURANCE AND BONDS

A. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:

1. Worker's compensation insurance as required by law; and

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate naming the City and the City's officers, employees, and consultants as additional insureds. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.

B. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall procure and maintain, at its own cost the following Bonds:

1. Performance Bond in the amount of one hundred percent (100%) of the total project cost;

2. Payment Bond for fifty percent (50%) of project cost.

D. Contractor shall provide to the City a certificate of insurance and bond certificates as evidence that required policies and bonding are in full force and effect. The certificate of insurance shall identify the City as additionally insured; bond certificates shall

include the City; and Contractor shall provide that the coverages and/or bonds afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy, bonds, and any endorsement thereto. The City must have all certificates and bonds on file prior to start of any project.

E. Failure on the part of Consultant to procure or maintain the insurance and/or bonds required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

IX. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, 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, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

X. TERMINATION

- A. This Agreement shall terminate when all the work described in the Scope of Services is completed to the City's satisfaction or upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the City's issuance of written notice, the City shall pay Contractor for all work authorized and completed prior to the date of termination.
- B. If Contractor defaults or fails or neglects to carry out the Agreement, or any part thereof, or fails to perform any provision of this Agreement, the City, after seven (7) days written notice to Contractor and without prejudice to any other remedy the City may have, may make good such deficiencies and may deduct the cost thereof, including compensation for any additional services made necessary thereby, from the payment then or thereafter due Contractor. Or, at the City's option after said notice, the City may terminate this Agreement and may finish the project by whatever method the City deems expedient, and if the unpaid balance of the compensation owed to Contractor at the time of termination exceeds the expense of finishing the project,

such excess shall be paid to Contractor, but if such expense exceeds such unpaid balance, Contractor shall upon demand pay the difference to the City.

XI. MISCELLANEOUS

A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

B. **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. **Integration.** This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications.

D. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

E. **Notice.** Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented, when sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement, or when sent via electronic mail to the following addresses upon receipt by the recipient:

To the City at pmoya@manitousspringsco.gov

To Consultant at remington@rbqco.net

F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. **Modification.** This Agreement may only be modified upon written agreement of the Parties.

H. **Assignment.** Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. **Governmental Immunity.** The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. **Rights and Remedies.** The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. **Subject to Annual Appropriations.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the City not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF MANITOU SPRINGS, COLORADO

Mayor John Graham

ATTEST:

Office of the City Clerk

CONTRACTOR

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Agreement for General Services was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Remington Builders Group Scope of Work Breakdown

(1 page in total)

Scope of Work Breakdown

1. Demolition and Removal

- Remove the existing roofing membrane and insulation materials down to the structural deck.
- Carefully dismantle and dispose of designated portions of the existing roof structure as required for modification and reinforcement.
- Remove existing rooftop HVAC units, ductwork, and associated mechanical components that are being replaced or repositioned.

2. Structural Roof Modifications

- Evaluate existing roof framing for structural integrity and capacity.
- Design and implement structural reinforcements or modifications to accommodate new HVAC loads and modern roofing systems.
- Install any new structural members as needed, including joists, beams, or supports, to meet code compliance and design specifications.

3. Roofing System Replacement

- Install new roof insulation to meet current energy code standards (IECC or local codes).
- Supply and install a new commercial-grade, weather-resistant roofing system (e.g., TPO, EPDM, or standing seam metal), including flashing, gutters, and downspouts.
- Ensure all penetrations and transitions are fully sealed and weatherproofed.

4. HVAC System Redesign and Installation

- Design a modern, energy-efficient HVAC system suitable for the indoor pool and fitness center environment, with proper humidity and temperature controls.
- Install new rooftop HVAC units, mechanical ductwork, air distribution systems, and control systems.
- Provide all structural support and roof curbs for HVAC equipment per manufacturer requirements.
- Integrate HVAC system with building automation controls where applicable.

5. Coordination and Compliance

- Coordinate all construction activities with the City of Manitou Springs to minimize disruption to building operations.
- Obtain all necessary permits, inspections, and approvals from local and state authorities.
- Ensure full compliance with local building codes, IBC, mechanical code, energy code, and OSHA safety regulations.

RIVET Engineering Drawings (4 pages in total)



AERIAL VIEW

NAILING SCHEDULE - ABRIDGED*

ROOFING - ASPHALT COMPOSITION SHINGLES

- ## STRUCTURAL AND MISCELLANEOUS STEEL REQUIREMENTS

STRUCTURAL AND MISCELLANEOUS STEEL REQUIREMENTS

- NOTED AS "SLIP OFF"

F. WELDED CONNECTIONS

- ## INSULATION REQUIREMENTS FOR NEW MATERIALS

INSULATION REQUIREMENTS FOR NEW MATERIALS

- | STW | Q | Q | Q |
|-----|---------|-------|-------|
| 3 | 0.01000 | 0.010 | 0.010 |
| 4.5 | 0.01000 | 0.010 | 0.010 |

STW	Q	Q	Q
3	0.01	0.01	0.01
4.5	0.01	0.01	0.01
5.5	0.01	0.01	0.01

ABBREVIATION LIST

- ## ABBREVIATION LIST

WATERPROOFING - SINGLE PLY MEMBRANES - GAF EVERGUARD 60-mil TPO

8. ROOF DRAINS SHALL BE SECURED TO THE STRUCTURAL SUBSTRATE BELOW VIA MECHANICAL FASTENERS. WIDE-FLANGE DRAINS ARE REQUIRED. THE ROOFING MEMBRANE SHALL BE REINFORCED AND CONTINUOUSLY CLAPPED OR OTHERWISE

8. ROOF DRAIN SHALL BE SECURED TO THE STRUCTURAL SUBSTRATE BELOW VIA MECHANICAL FASTENERS. WIDE FLANGE DRAINS ARE REQUIRED. THE ROOFING MEMBRANE SHALL BE REINFORCED AND CONTINUOUSLY CLAMPED ON OTHERWISE DETACHED AND SEALANT SHALL BE APPLIED TO EACH DRAIN CONNECTION. (A SEE ITEM 1000 ROOF DRAINING CLAMP AND GASKETS FOR EACH DRAINING CONNECTION.) (A SEE ITEM 1000 ROOF DRAINING CLAMP AND GASKETS FOR EACH DRAINING CONNECTION.)

- SYSTEM SHALL OVERLAP THE DEEP EDGE BY AT LEAST 4" OR AS SPECIFIED BY THE MANUFACTURER. FASTEN DEEP EDGE w/ COATED SCREWS AT 8" ON CENTER. ROOFING MEMBRANE SHALL EXTEND OUT TO VERTICAL FACE OF DRAIN EDGE.

SYSTEM SHALL OVERLAP THE CHAP EDGE BY AT LEAST 4" OR AS SPECIFIED BY THE MANUFACTURER. FASTEN CHAP EDGE w/ COATED SCREWS AT 8" ON CENTER. ROOFING MEMBRANE SHALL EXTEND OUT TO VERTICAL FACE OF DRAIN EDGE.

- RECOMMENDS A WATER SPRAY TEST CONSISTING OF A 2.5" PER HOUR FLOWRATE OVER THE TESTED AREA AT 30-35°F FOR 2 HOURS OR EQUIVALENT TEST PER ASTM E1195 OR AAMA 501.2 TEST PROCEDURES, OR A FLOOD TEST USING

RECOMMENDS A WATER SPRAY TEST CONSISTING OF A 2.5" PER HOUR FLOWRATE OVER THE TESTED AREA AT 30-35°F FOR 2 HOURS OR EQUIVALENT TEST PER ASTM E1195 OR AHA 501.2 TEST PROCEDURES, OR A FLOOD TEST USING

- ### **STUCCO REPAIR REQUIREMENTS**

STUCCO REPAIR REQUIREMENTS

STUCCO REPAIR REQUIREMENTS

- F. CONTRACTOR SHALL FIELD VERIFY WALL SUBSTRATE HAS SOLID SHEATHING AND A TWO LAYER OF CONTINUOUS**

F. CONTRACTOR SHALL FIELD VERIFY THAT SUBSTRATE HAS SOLID SPREADING AND A THIN LAYER OF CONTINUOUS

- L. REPAIRS TO EXISTING STRUCTURAL MEMBERS, INCLUDING REINFORCING MEMBERS, SUCH AS STEEL BEAMS AND STEEL CORNERS, MEMBERS, REPAIRS AND CORROSION PROTECTION APPLICATIONS SHALL BE TO RESTORE ORN FINISHES OR EQUAL.

DESIGN CRITERIA
BUILDING CODE: 2021 BOCA
PROJECT: 2021 BOCA

- SCORE OF WORK: REPAIR OF WOOD AND STEEL FRAMING FROM MOISTURE DAMAGE

SCORE OF WORK: REPAIR OF WOOD AND STEEL, DAMAGED FROM MOISTURE DAMAGE

- BUILDING HEIGHT / # STORIES (PER SECTION 504): 40 / 2 STORIES

BUILDING HEIGHT / # STORIES (PER SECTION 504): 407 / 2 STORIES

- (IF ANY) FOR OTHER TRACES OR EXISTING CONDITIONS, COORDINATE REQUIREMENTS FOR MECHANICAL / ELECTRICAL / PLUMBING / HVAC OR OTHER PENETRATIONS THROUGH STRUCTURAL MEMBERS WITH A/E/T

(IF ANY) FOR OTHER TRACES OR EXISTING CONDITIONS, COORDINATE REQUIREMENTS FOR MECHANICAL / ELECTRICAL / PLUMBING / HVAC OR OTHER PENETRATIONS THROUGH STRUCTURAL MEMBERS WITH RELEVANT ENGINEERING BEFORE TO PRELIMINARY CONSTRUCTION SHALL BE FORECASTING WITH A SPECIFICATION OF POTENTIAL

- ACTIVITY FOR PURPOSES OF VERIFICATION AND DOCUMENTATION. THESE DRAWINGS MAY BE REVISED BY INGENIER VIA SUPPLEMENTAL DOCUMENTS AS NEEDED DURING CONSTRUCTION PENDING FURTHER OBSERVATION AND FIELD VERIFICATION OF EXISTING CONDITIONS.

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- D. LUMBER PRODUCTS SHALL BEAR THE GRADE STAMP OF AN APPROVED LUMBER GRADING AGENCY.**

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- THE POLY-5,5'-BIS(4-AMINO-2-PHENYL-1,3,4-OXADIAZOLE) TYPE STYLING DYES DO NOT REQUIRE CATIONIC BLOCKING, UNLIKE THEIR STYLING RESIN COUNTERPARTS WHICH REQUIRE CATIONIC BLOCKING.

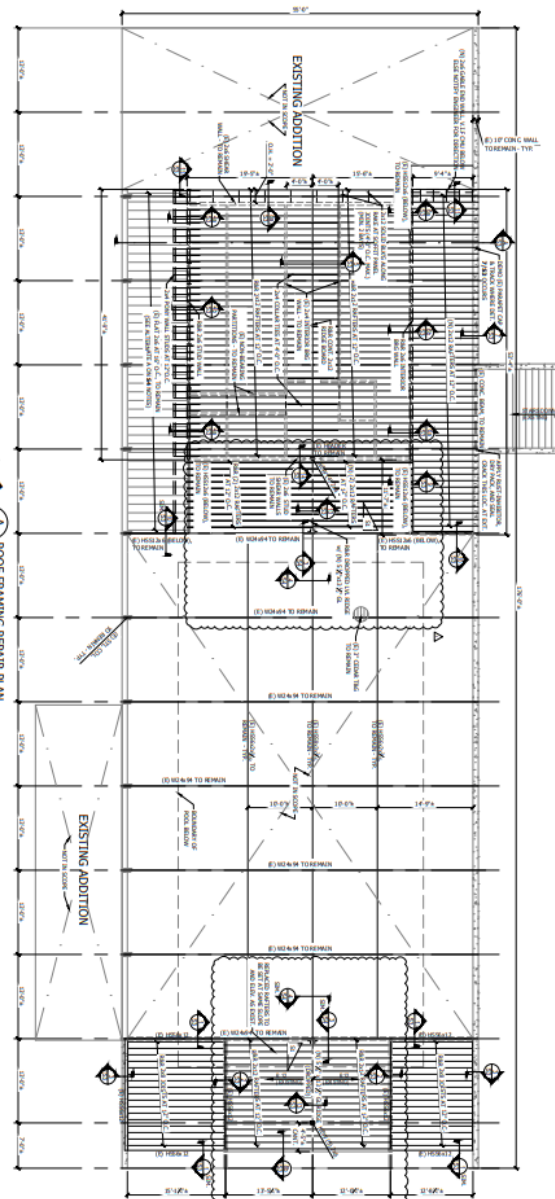
K. BUILD-UP REARS SHALL CONSIST OF INDIVIDUAL PARTNERS MATED TOGETHER WITH (2) BOWNS OR 104 NAILS AT EACH TIER STAYS. REARS SHALL BE CONSTRUCTED TO PROVIDE CONTINUOUS BLOODING.

- U. WOOD NAILED PLATES INSTALLED OVER CONCRETE WALLS OR RAFTS OR OVER STEEL BEAMS SHALL BE RIPPED TO MATCH THE WIDTH OF THE COVERED SURFACE.

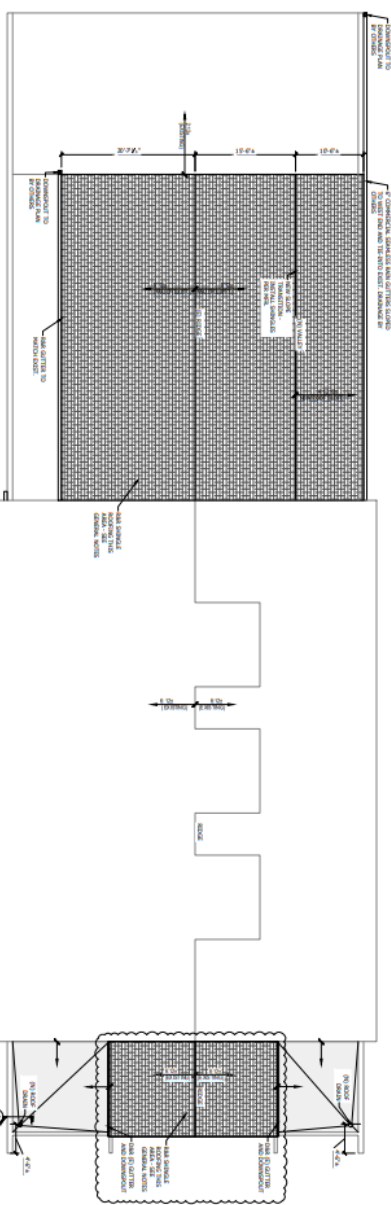


rivet
ENGINEERING GROUP

WWW.RIVETENG.COM | (720) 288-5800 | (720) 277-7419
PO BOX 1238, PARKER, CO | PO BOX 64613, COLO. SPCS., CO



1. EXISTING ROOF FRAMING TO REMAIN.
2. EXISTING ROOF FRAMING TO BE REPAIRED OR REPLACED.
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99. EXISTING ROOF DRAINAGE TO Be Screwed.
100. EXISTING ROOF DRAINAGE TO Be Riveted.

Manitou Pool & Fitness Center
Roof Repair

202 Manitou Ave.

80829

Exhibit B – Page 2

rivet
ENGINEERING GROUP

WWW.RIVETENG.COM (720) 288-1580 (720) 271-7419
PO BOX 1736, FRISCO, CO 80443-0736, COLO. SPECS. CD

DESIGN BY: JIM B. BL
REVIEW BY: JBP

ROOF PLAN & FRAMING REPAIR

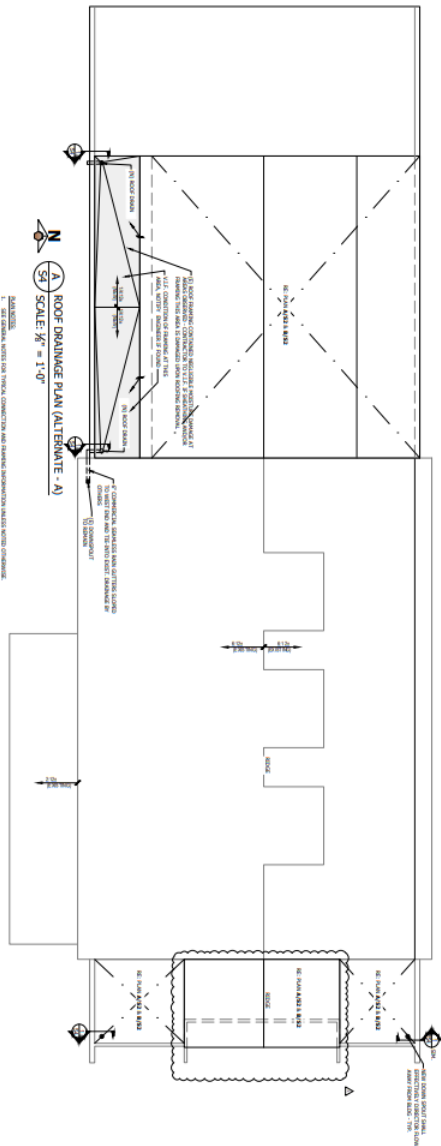
SHEET NO. 2003179

S2

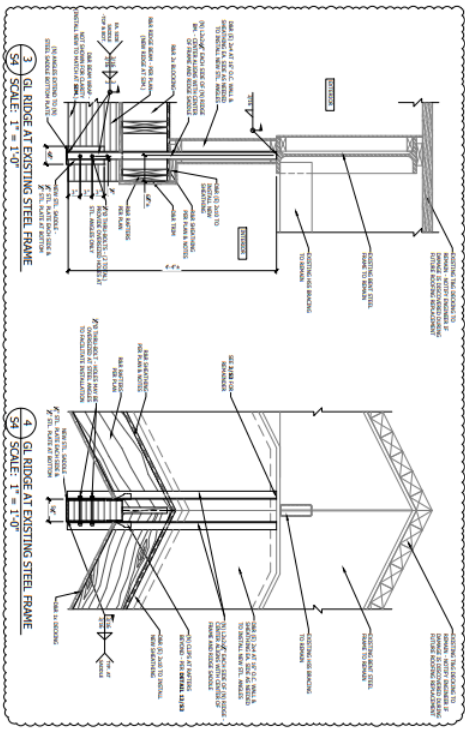
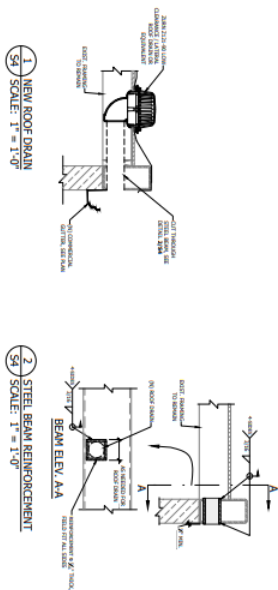
ISSUED/REV. DATE:

Rev. 1 **Rev. 4** **Rev. 5**

MANITOU POOL & FITNESS CENTER



- NOTES:**
1. ALL ROOF DRAINAGE SHALL BE TO THE EXISTING DRAINAGE SYSTEM.
 2. DOWNSPOUTS SHALL BE 18" DIA. 1/2" WALL, UNLESS OTHERWISE NOTED.
 3. ROOF DRAINAGE SHALL BE TO THE EXISTING DRAINAGE SYSTEM.
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 10. ROOF DRAINAGE SHALL BE TO THE EXISTING DRAINAGE SYSTEM.



Manitou Pool & Fitness Center
Roof Repair

202 Manitou Ave.
Manitou Springs, Colorado 80829

rivet
ENGINEERING GROUP

WWW.RIVETING.COM | (720) 288-1586 | (720) 271-7468
PO BOX 1228, PARKER, CO 80138-0228, CO, U.S.A.

DESIGNER: DATE: 10/11/2023

REVIEWER: DATE: 10/11/2023

PROJECT: MANITOU POOL & FITNESS CENTER ROOF REPAIR

SHEET NO.: 2031124

S4

DESIGN BY: JIM A. ER

REVIEW BY: JIM A. ER

PROJECT TITLE: MANITOU POOL & FITNESS CENTER ROOF REPAIR

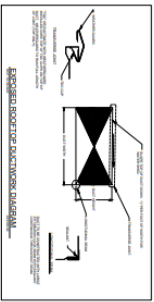
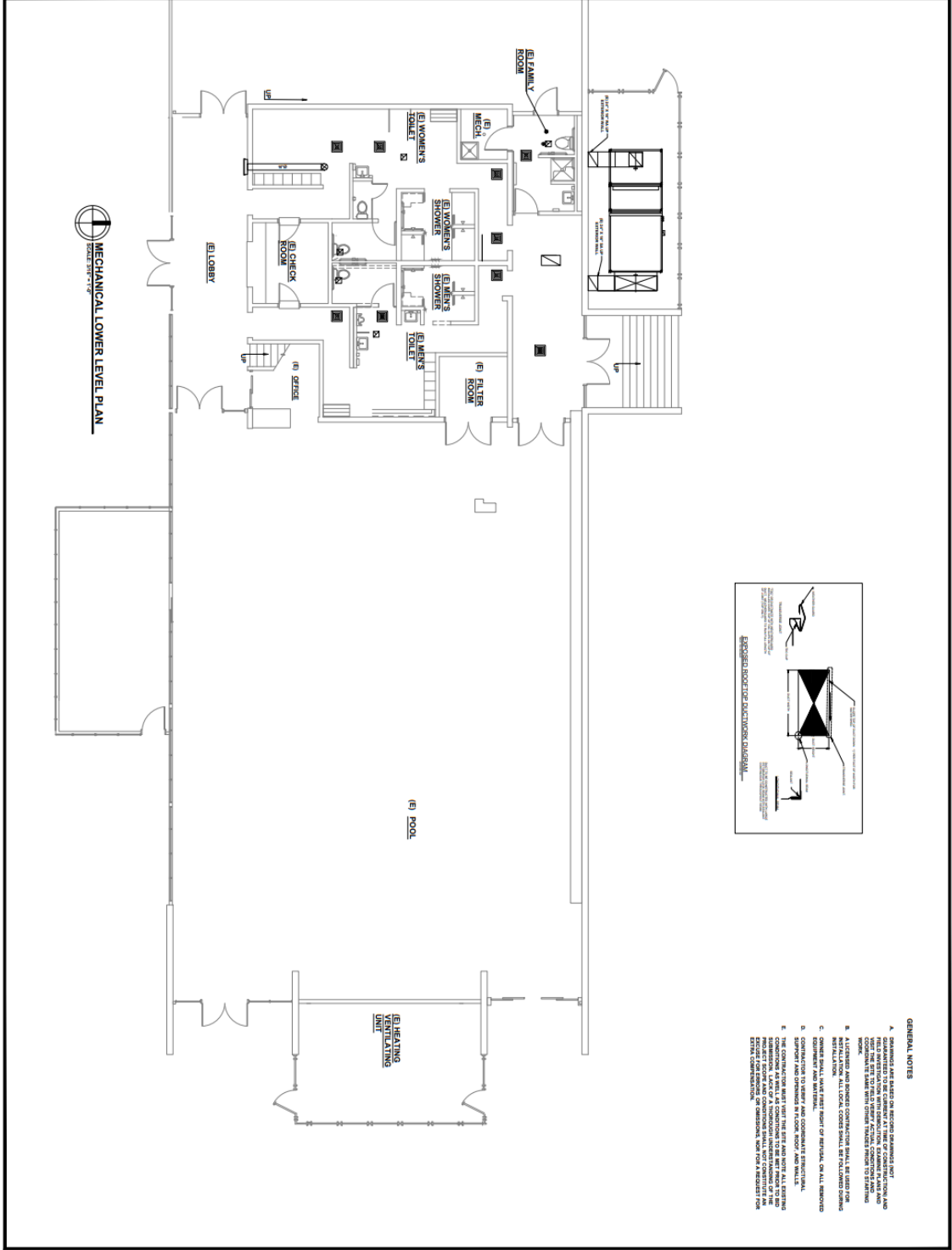
ALTERNATE: ALTERNATE-A

EXHIBIT C

Chiartano Engineering Mechanical Plan

(3 pages in total)

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER OF RECORD. THEY ARE ONLY TO BE USED FOR THIS PROJECT AND ARE NOT TO BE USED ON ANY OTHER PROJECT WITHOUT WRITTEN AGREEMENT AND APPROPRIATE COMPENSATION TO THE ENGINEER OF RECORD.



- GENERAL NOTES**
- A. SHOWN AS NOTED AND UNLESS OTHERWISE NOTED.
 - B. ALL ROOFING SHALL BE INSTALLED AT THE TIME OF ROOFING AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 - C. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 - D. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 - E. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 - F. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

NUMBER SEAL

19188 RT. 1, COLORADO SPRINGS, CO 80911
TEL: 719.575.1234
WWW.COLORADO-SPRINGS.CO

ROOF REPLACEMENT
202 MANITOU AVE
COLORADO SPRINGS, CO 80829

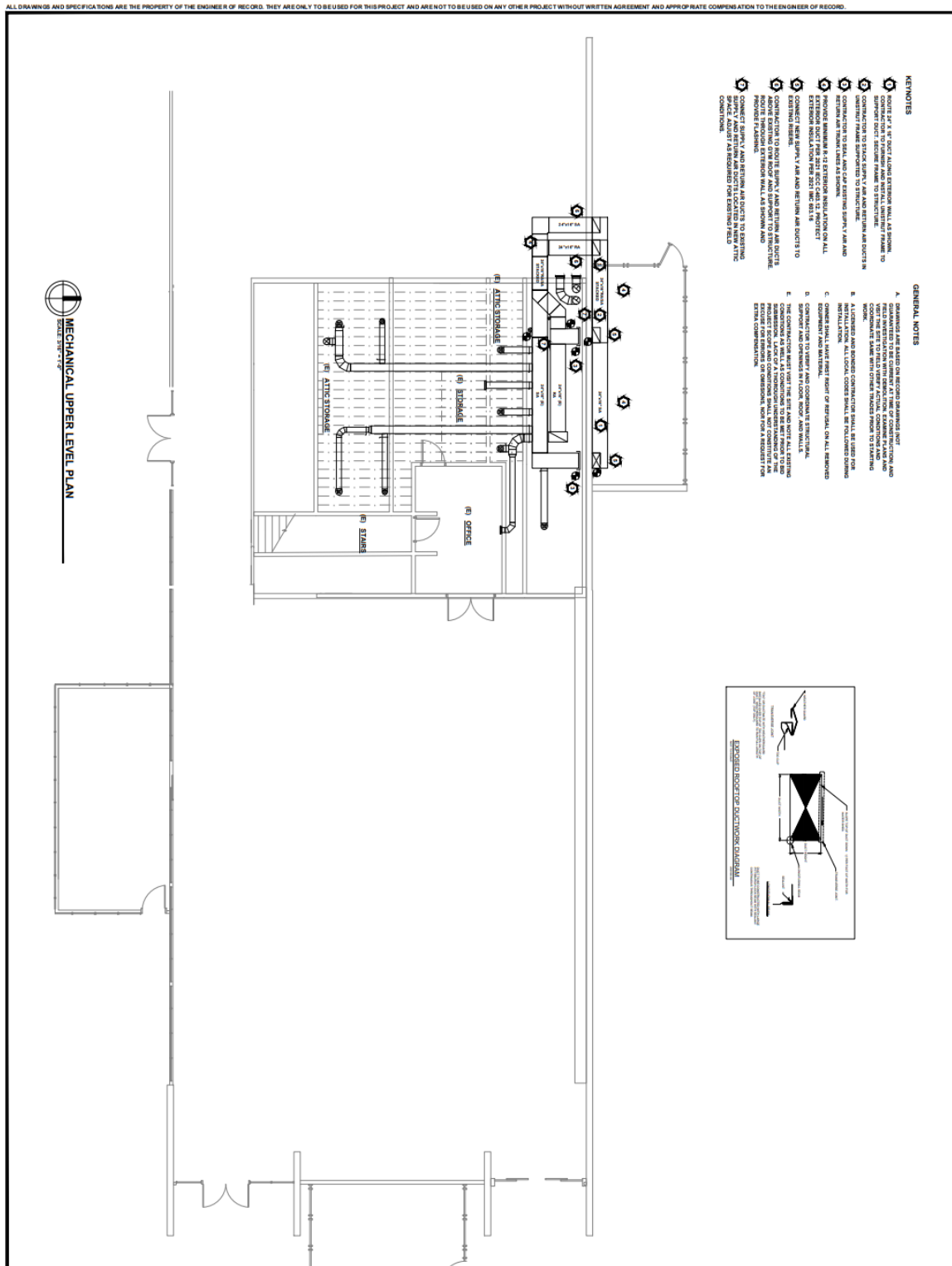
Exhibit C – Page 2

NO.	DESCRIPTION	DATE
1	REVISION	

DESIGNED BY: [blank]
CHECKED BY: [blank]
DATE: [blank]
SCALE: [blank]
BY: [blank]
DATE: [blank]

SHEET CONTENTS
MECHANICAL LOWER LEVEL
PLAN

SHEET NUMBER
M111



M112

SHEET NUMBER

MECHANICAL UPPER LEVEL PLAN

SHEET CONTENTS

PROJECT NO:	24-057
DRAWN BY:	MP
CHECKED BY:	MP
DATE:	03/06/2022

NO.	ISSUED FOR BID	DATE
	REVISION	

ROOF REPLACEMENT
202 MANITOU AVE
COLORADO SPRINGS, CO 80829

Exhibit C – Page 3

10166 MT, LINCOLN DR, PEYTON, CO 80855
INFO@CHIANTANEO.COM
719.257.2091



ENGINEER SEAL

EXHIBIT D

(1 page total)

Roof Repair and replacement over Pool area

- Tear off shingles, underlayment and flashings to the deck.
- Redeck roof with 7/16" OSB
- Install Malarkey Vista Class 4 shingle system with the following components:
Class 4 shingles, Color: Natural Wood
- Malarkey 227 Ridge
- Malarkey Smart Start
- 2x4 120 Deg Painted Color: Almond
- 2x2 90 Deg Painted Rake Metal Color: Almond
- 3in1 (1-3") Pipe Jack
- Lomanco Slantback Roof Vent Color: Brown
- 1.25" Coil Nails
- Roof Spray Paint (can)
- MH Sealant
- Plastic Caps (box)
- Rhino Roof Underlayment
- Hand load roof Limited access will require access of forklift and hand load of the roof
- 3-4" Pipe Jack
- Rhino Roof Gran Self Adhered: Ice and water shield to be installed around all penetrations
- Forklift: Limited access will require access of forklift and hand load off the roof

Roof Repair and replacement over Weight and Cardio Room area

- Install $\frac{3}{4}$ " Plywood over the entire roof surface with screws (not to penetrate the interior ceiling)
- Install $\frac{1}{2}$ " Dens Deck, overlaid on top of the plywood
- Install Carlisle 115 mill Fleece Back TPO with low rise adhesive
- Install all necessary flashing and termination bar

EXHIBIT E
Final Addendum & Chiartano Engineering Updated
Mechanical Documents (6 pages in total)

CITY OF MANITOU SPRINGS ADDENDUM FORM

NUMBER 1 DATE: June 6, 2025

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of the Addendum, made a part of the Project Manual for the **City of Manitou Springs Pool and Fitness Center Roof Construction**, 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 CLARIFICATIONS

1. General Scope of Services

a. Electrical Mechanical Design plans:

- i. Electrical set with notes to relocate equipment.
- ii. Additional notes on the mechanical plans for the exhaust fans to be relocated or extended.

b. Core Sample results on the Weight and Cardio Room:

- i. Weight and Cardio room roof was inspected and found to be a coated metal panel. No core sample is available.

c. Question on Liquidated Damages:

Liquidated Damages

- i. Contractor acknowledges time is of the essence and delayed performance constitutes a compensable inconvenience to the City and its residents and liquidated damages shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed beyond the schedule agreed upon by the City and Contractor, Contractor shall be assessed One Hundred Dollars (\$100) per day or Five Hundred Dollars (\$500) per day if the Not to Exceed amount for this Agreement is over Ninety-nine Thousand Dollars (\$99,000).
- ii. Contractor will provide a written schedule for the work to be completed to the City for review and approval at the Pre-Construction meeting. Any changes to the written schedule must be authorized by written amendment executed by the City.
- iii. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the City of any its rights. Any liquidated damages assessed shall not relieve Contractor from liability for any damages

or costs of other contractors caused by a failure of Contractor to complete the work by or on Final Completion date. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the City.

d. Will Interviews be conducted for contractors:

- i. Pre-Bid Meeting: Wednesday, May 7, 2025, at 9am
- ii. Questions Deadline: Friday, May 30, 2025, at 3pm
- iii. Final Addendum Published: Friday, June 6, 2025
- iv. **Bid Submittal Deadline:** Wednesday, June 11, 2025, at 3pm
 - i. **Interviews will be only be conducted based on bids provided.**
 - 1. An evaluation of bid materials and pricing will be conducted by City Staff and will then determine if an interview will be needed to make a final decision.

e. NEW Notice of Award deadline: Friday, June 27, 2025

1.03 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this _____ day of 20____.

Name of Bidder

Authorized Officer

Title

END OF ADDENDUM

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER OF RECORD. THEY ARE ONLY TO BE USED FOR THIS PROJECT AND ARE NOT TO BE USED ON ANY OTHER PROJECT WITHOUT WRITTEN AGREEMENT AND APPROPRIATE COMPENSATION TO THE ENGINEER OF RECORD.

GENERAL NOTES

- DO NOT SCALE FROM THESE DRAWINGS. DIMENSIONS SHALL BE TAKEN FROM ARCHITECTURAL DRAWINGS.
2. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE INTENDED ONLY TO DEFINE THE BASIC FUNCTION REQUIRED FOR PROPER OPERATION OF THE SYSTEMS. EVEN THOUGH NOT SPECIFICALLY INDICATED, SHALL BE INCLUDED AND INSTALLED. SUCH ACCESSORIES MAY INCLUDE, BUT ARE NOT LIMITED TO, FILTERS, CONDENSATE DRAINS, RELIEF VALVES, SERVICE VALVES, THERMOSTATS, MOTOR STARTERS, ETC.
 3. NOT ALL EXISTING DUCTWORK, PIPING, AND ACCESSORIES ARE NECESSARILY SHOWN ON THIS DRAWING, BUT WHAT IS DEEMED NECESSARY TO SHOW INTENT OF WORK INVOLVED FOR THIS PROJECT. REFER TO ALL PLANS, SECTIONS, DETAILS, SCHEDULES, AND SPECIFICATIONS FOR COMPLETE SYSTEM REQUIREMENTS.
 4. SCOPE OF WORK CONSISTS OF FURNISHING LABOR, MATERIALS, AND EQUIPMENT FOR THE INSTALLATION. IT ALSO INCLUDES PLACING INTO OPERATION COMPLETE AND OPERABLE HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS AS SPECIFIED AND SHOWN. THIS INCLUDES, BUT IS NOT LIMITED TO: HVAC UNITS, EXHAUST FANS, MINI SPLIT SYSTEMS, DUCTWORK, CONTROLS AND ACCESSORIES. CONTRACTOR SHALL ALSO COORDINATE ALL PENETRATIONS OF THE FLOOR, ROOF, WALLS, ETC. WITH THE GENERAL CONTRACTOR.
 5. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE CODES AND STANDARDS INCLUDING BUT NOT LIMITED TO NATIONAL, CITY, STATE, AND LOCAL ORDINANCES WHICH MAY BE IN EFFECT. ALL HVAC MATERIALS, INSTALLATION PROCEDURES, AND SYSTEM LAYOUTS SHALL BE APPROVED BY ALL APPLICABLE CODE ENFORCEMENT AUTHORITIES HAVING JURISDICTION. THE MECHANICAL CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NECESSARY TO COMPLY WITH THESE RULES, REGULATIONS, AND ORDINANCES AT NOT ADDITIONAL COST. THESE CODES REPRESENT THE MINIMUM ACCEPTABLE REQUIREMENTS, THEREFORE, WHERE DRAWINGS AND/OR SPECIFICATIONS INDICATE MATERIALS OR CONSTRUCTION IN EXCESS OF THESE CODE REQUIREMENTS, THE DRAWINGS AND/OR SPECIFICATIONS SHALL GOVERN.
 6. HVAC LAYOUT IS BASED ON ARCHITECTURAL DRAWINGS AVAILABLE AT THE TIME OF THE DESIGN. AS FIELD CHANGES MAY OCCUR, CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION OF ALL EXISTING HVAC EQUIPMENT AND DUCTWORK AS WELL AS EXISTING CONDITIONS FOR DEFECTS PRIOR TO INSTALLATION. MECHANICAL CONTRACTOR SHALL NOTIFY BUILDER OF ANY REQUIRED CHANGES OR ALTERATIONS AND SHALL TAKE RESPONSIBILITY FOR VERIFYING THE INTEGRITY OF THE CHANGES WITH THE ENGINEER OF RECORD.
 7. IT IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO REVIEW THESE PLANS AND SPECIFICATIONS AS WELL AS ALL PERTINENT SITE ENGINEERING DRAWINGS TO BECOME FAMILIAR WITH THE FULL SCOPE OF WORK. IN ADDITION, THE MECHANICAL CONTRACTOR MUST COORDINATE WITH AN OWNER REPRESENTATIVE TO FULLY UNDERSTAND ALL REQUIREMENTS AND CHANGES THE OWNER MAY CONSIDER PART OF THIS SCOPE AND MAY NOT BE SPECIFIED HEREIN. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO WORK CLOSELY WITH ALL TRADES IN ORDER TO ENSURE A FULLY COORDINATED INSTALL.
 8. ANY DISCREPANCIES OR INADEQUACIES WITHIN THIS DRAWING SET OR BETWEEN THIS SET AND THE EXISTING PLANS, SPECIFICATIONS, AND RECORD DRAWINGS, WHETHER OR NOT SHOWN ON THE SITE ENGINEERING DRAWINGS, OR BETWEEN THIS SET AND EXISTING FIELD CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE OWNER, ARCHITECT, AND ENGINEER OF RECORD PRIOR TO BID SUBMITTAL.
 9. PER 2021 INTERNATIONAL MECHANICAL CODE, ALL MATERIALS WITHIN RETURN AIR PLENUMS SHALL BE NONCOMBUSTIBLE OR SHALL BE LISTED AND LABELED AS HAVING A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 50 WHEN TESTED IN ACCORDANCE WITH ASTM E 84 OR UL 723. REFER TO 2021 INTERNATIONAL MECHANICAL CODE FOR ANY EXCEPTIONS.
 10. PER 2021 INTERNATIONAL ENERGY CONSERVATION CODE, MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING, ADJUSTING, AND BALANCING (T.A.B.) THE T.A.B. REPORT SHALL BE PROVIDED TO THE MECHANICAL INSPECTOR AT TIME OF FINAL INSPECTION. COPIES OF ALL DOCUMENTATION SHALL BE GIVEN TO THE OWNER OR OWNER'S AUTHORIZED AGENT AND MADE AVAILABLE TO THE MECHANICAL INSPECTOR UPON REQUEST IN ACCORDANCE WITH IECC SECTIONS C408.2.4 AND C408.2.5.
 11. BRANDS AND MODELS OF EQUIPMENT SHOWN ON THE SCHEDULES ARE GIVEN AS STANDARD. BRANDS AND MODELS OF EQUAL CAPACITY AND QUALITY MAY BE USED WITH ARCHITECT/ENGINEER'S APPROVAL. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER FIT AND OTHER ASPECTS RELATED TO THE SUBSTITUTION. EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES AND IN AN ARRANGEMENT THAT WILL GIVE THE GREATEST PRACTICAL EASE OF OPERATION AND SERVICE TO THE OWNER.
 12. PER 2021 INTERNATIONAL MECHANICAL CODE, FLEXIBLE AIR DUCTS, BOTH METALLIC AND NONMETALLIC, SHALL BE TESTED IN ACCORDANCE WITH UL 181. FLEXIBLE AIR DUCTS SHALL NOT EXCEED 6 FEET IN LENGTH.
 13. ALL OUTSIDE AIR INTAKES SHALL BE LOCATED AT A MINIMUM OF 10 FEET FROM ANY PLUMBING VENT, EXHAUST, AND FLUE OUTLETS.
 14. EXHAUST DUCTS SHALL TERMINATE 3 FEET FROM ANY BUILDING OPENING AND BE EQUIPPED WITH A BACKDRAFT DAMPER.
 15. ALL OUTSIDE WALL PENETRATIONS SHALL BE AIR AND WATER TIGHT WITH A WATERPROOF SILICONE SEALANT.
 16. ALL ROOF PENETRATIONS SHALL BE FLASHED AND CAPPED. COORDINATE THE INSTALLATION OF ALL ROOF FLASHING AT ROOF PENETRATION WITH BUILDING OWNER. PROVIDE AND INSTALL BIRDSCREEN ON OPENINGS FREELY COMMUNICATING WITH THE OUTSIDE.
 17. UNLESS OTHERWISE NOTED, DIFFUSER/GRILLE/REGISTER NECK SIZES SHOWN ON DRAWINGS INDICATES SIZE OF DUCT TO DIFFUSER/GRILLE/ REGISTER. DUCT SIZES SHOWN REPRESENT CLEAR DIMENSIONS. DIMENSIONS SHALL BE INCREASED TO ACCOMMODATE LINING THICKNESS. ALL DUCT DIMENSIONS SHOWN ARE NET INSIDE VALUES. DIMENSIONS MAY BE CHANGED AS LONG AS THE NET FREE FACE AREA IS MAINTAINED.
 18. CONTRACTOR SHALL PAINT BLACK BEHIND ALL GRILLES AND REGISTERS AND INSIDE OF DUCT WHERE VISIBLE.
 19. ALL BRANCH DUCTS TO HAVE VOLUME DAMPERS WHETHER SHOWN OR NOT.
 20. CONTRACTOR SHALL PROVIDE AND INSTALL APPROVED FIRE DAMPERS AND ACCESS PANELS IN ANY AND ALL DUCTWORK WHICH PENETRATES A HORIZONTAL OR VERTICAL FIRE PARTITION, OR AS OTHERWISE SHOWN ON DRAWINGS.
 21. THE CONTRACTOR SHALL PROVIDE MAINTENANCE INSTRUCTIONS FOR EQUIPMENT AND SYSTEMS THAT REQUIRE PREVENTATIVE MAINTENANCE AS WELL AS ANY WRITTEN WARRANTIES COVERING MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF THE PROJECT.
 22. PER 2021 IECC SECTION 403.12.1, ALL SUPPLY AND RETURN DUCTS AND PLENUMS SHALL BE INSULATED WITH A MINIMUM OF R-6 INSULATION WHERE LOCATED IN UNCONDITIONED SPACES AND WHERE LOCATED OUTSIDE THE BUILDING WITH A MINIMUM OF R-10 INSULATION. WHERE LOCATED WITHIN A BUILDING ENVELOPE ASSEMBLY, THE DUCT OR PLENUM SHALL BE SEPARATED FROM THE BUILDING EXTERIOR OR UNCONDITIONED OR EXEMPT SPACES BY A MINIMUM OF R-12 INSULATIONS. REFER TO IECC, FOR ALL EXCEPTIONS.

2021 MECHANICAL IECC COMPLIANCE NOTES

THE 2021 INTERNATIONAL ENERGY CODE (IECC) SHALL BE FOLLOWED FOR THIS PROJECT. THE FOLLOWING CODES LISTED ARE ONLY A PORTION OF WHAT MAY BE APPLICABLE TO THE PROJECT.

- GENERAL REQUIREMENTS

402 BUILDING ENVELOPE REQUIREMENTS

402.5.11 OPERABLE OPENINGS INTERLOCKING

403 BUILDING MECHANICAL SYSTEMS

403.1.1 CALCULATIONS OF HEATING AND COOLING LOADS

403.2.2 VENTILATION

403.2.3 FAULT DETECTION AND DIAGNOSTICS

403.3.1 EQUIPMENT SIZING

403.3.2 HVAC EQUIPMENT PERFORMANCE REQUIREMENTS - EQUIPMENT SHALL MEET THE MINIMUM REQUIREMENTS OF TABLES 403.3.2(1)-403.3.2(16)

403.4 HEATING AND COOLING SYSTEM CONTROLS

403.4.1.4 HEATED OR COOLED VESTIBULES - THE HEATING/COOLING SYSTEM FOR CONDITIONED VESTIBULES AND AIR CURTAINS WITH INTEGRAL HEATING SHALL BE PROVIDED WITH CONTROLS CONFIGURED TO DEACTIVATE THE HEATING SOURCE WHEN THE OUTDOOR AIR TEMPERATURES ARE GREATER THAN 45° (F). VESTIBULE HEATING AND COOLING SYSTEMS SHALL BE CONTROLLED BY A THERMOSTAT LOCATED WITHIN THE VESTIBULE CONFIGURED TO LIMIT TEMPERATURE TO NOT GREATER THAN 60° (F) AND COOLING TO A TEMPERATURE NOT LESS THAN 55° (F).

403.4.2 OFF-HOUR CONTROLS - EACH ZONE SHALL BE PROVIDED WITH THERMOSTATIC SETBACK CONTROLS THAT ARE CONTROLLED BY EITHER AN AUTOMATIC TIME CLOCK OR PROGRAMMABLE CONTROL SYSTEM.

403.4.2.1 THERMOSTATIC SETBACK CAPABILITIES - THERMOSTATIC SETBACK CONTROLS SHALL BE CONFIGURED TO SET BACK OR TEMPORARILY OPERATE THE SYSTEM TO MAINTAIN ZONE TEMPERATURES DOWN TO 55° (F).

403.4.2.2 AUTOMATIC SETBACK AND SHUTDOWN - AUTOMATIC TIME CLOCK OR PROGRAMMABLE CONTROLS SHALL BE CAPABLE OF STARTING AND STOPPING THE SYSTEM FOR SEVEN DIFFERENT DAILY SCHEDULES PER WEEK AND RETAINING THEIR PROGRAMMING AND TIME SETTING DURING A LOSS OF POWER FOR NOT FEWER THAN 10 HOURS. ADDITIONALLY, THE CONTROLS SHALL HAVE A MANUAL OVERRIDE THAT ALLOWS TEMPORARY OPERATION OF THE SYSTEM FOR UP TO 2 HOURS, OR AN OCCUPANCY SENSOR.

403.4.3 HYDRONIC SYSTEMS CONTROL

403.5 ECONOMIZERS - ECONOMIZERS SHALL COMPLY WITH SECTIONS 403.5.1 THROUGH 403.5.5

403.6 REQUIREMENTS FOR MECHANICAL SYSTEMS SERVING MULTIPLE ZONES - SECTIONS 403.6.1 THROUGH 403.6.9 SHALL APPLY TO MECHANICAL SYSTEMS THAT INCLUDE FANS.

403.10 HEAT REJECTION EQUIPMENT

403.11 REFRIGERATION EQUIPMENT PERFORMANCE

403.11.3.1 CONDENSERS SERVING REFRIGERATION SYSTEMS

403.11.3.2 COMPRESSOR SYSTEMS

403.12.1 DUCT AND PLENUM INSULATION AND SEALING - ALL SUPPLY AND RETURN AIR DUCTS AND PLENUMS SHALL BE INSULATED WITH NOT LESS THAN R-6 INSULATION WHERE LOCATED IN UNCONDITIONED SPACES AND WHERE LOCATED OUTSIDE THE BUILDING WITH NOT LESS THAN R-8 INSULATION IN CLIMATE ZONES 0 THROUGH AND NOT LESS THAN R-12 INSULATION IN CLIMATE ZONES 5 THROUGH 8. DUCTS LOCATED UNDERGROUND BENEATH BUILDINGS SHALL BE INSULATED AS REQUIRED IN THIS SECTION OR HAVE AN EQUIVALENT THERMAL DISTRIBUTION EFFICIENCY. UNDERGROUND DUCTS UTILIZING THE THERMAL DISTRIBUTION EFFICIENCY METHOD SHALL BE LISTED AND LABELED TO INDICATE THE THERMAL R-VALUE EQUIVALENCY. WHERE LOCATED WITHIN A BUILDING ENVELOPE ASSEMBLY, THE DUCT OR PLENUM SHALL BE SEPARATED FROM THE BUILDING EXTERIOR OR UNCONDITIONED OR EXEMPT SPACES BY NOT LESS THAN R-8 INSULATION IN CLIMATE ZONES 0 THROUGH 4 AND NOT LESS THAN R-12 INSULATION IN CLIMATE ZONES 5 THROUGH 8.

403.12.3 PIPING INSULATION

403.13 MECHANICAL SYSTEMS LOCATED OUTSIDE OF BUILDING THERMAL ENVELOPE - SECTIONS 403.13.1 THROUGH 403.13.3 SHALL APPLY TO MECHANICAL SYSTEMS PROVIDING HEAT OUTSIDE OF THE THERMAL ENVELOPE OF A BUILDING.

406 ADDITIONAL EFFICIENCY REQUIREMENTS

407 TOTAL BUILDING PERFORMANCE

407.4.2.1 HVAC ZONES DESIGNATED

407.5 CALCULATION SOFTWARE TOOL

408 SYSTEM COMMISSIONING

408.2.1 MECHANICAL SYSTEMS AND SERVICE WATER HEATING SYSTEMS COMMISSIONING AND COMPLETION REQUIREMENTS
EXCEPTIONS: TOTAL MECHANICAL EQUIPMENT CAPACITY <480,000 BTU/H OR 40 TONS COOLING AND <600,000 BTU/H COMBINED HEATING AND SERVICE WATER HEATING

408.2.2.1 AIR SYSTEM BALANCING - EACH SUPPLY AIR OUTLET AND ZONE TERMINAL DEVICE SHALL BE EQUIPPED WITH MEANS FOR AIR BALANCING IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 6 OF THE INTERNATIONAL MECHANICAL CODE. DISCHARGE DAMPERS ARE PROHIBITED ON CONSTANT VOLUME FANS AND VARIABLE VOLUME FANS WITH MOTORS 10 HP AND LARGER. AIR SYSTEMS SHALL BE BALANCED IN A MANNER TO FIRST MINIMIZE THROTTLING LOSSES THEN, FOR FANS WITH SYSTEM POWER OF GREATER THAN 1 HP, FAN SPEED SHALL BE ADJUSTED TO MEET DESIGN FLOW CONDITIONS

408.2.6 DOCUMENTATION REQUIREMENTS - A FINAL COMMISSIONING REPORT SHALL BE DELIVERED TO THE BUILDING OWNER PER SECTION 408.2.5 OF THE 2021 IECC

HVAC LEGEND

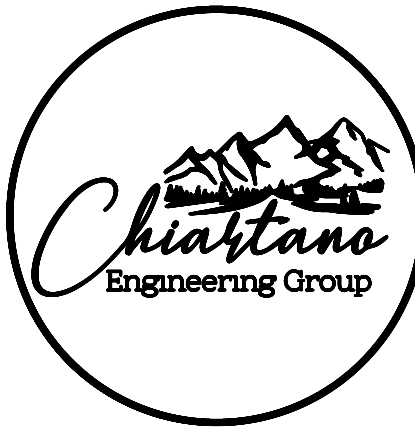
SYMBOL	DESCRIPTION
	SUPPLY DIFFUSER/GRILLE
	RETURN DIFFUSER/GRILLE
	EXHAUST AIR GRILLE
	SUPPLY DUCT SIZE
	RETURN DUCT SIZE
	EXHAUST AIR DUCT SIZE
	BALANCE DAMPER
	FIRE DAMPER, FIRE/SMOKE DAMPER, SMOKE DAMPER
	SINGLE SIDE TRANSITION
	DOUBLE SIDE TRANSITION
	SUPPLY AIR DUCT (SINGLE LINE)
	RETURN AIR DUCT (SINGLE LINE)
	EXHAUST AIR DUCT (SINGLE LINE)
	THERMOSTAT - CONTROLLED EQUIPMENT
	CONNECT NEW TO EXISTING TIE-POINT
	EQUIPMENT CALL-OUT - SEE SCHEDULES
	AIR DEVICE CALL-OUT - TOP LINE DENOTES CFM BOTTOM LINE DENOTES NECK SIZE - SEE SCHEDULES

NOTE: WHEN ALL SYMBOLS REPRESENTED ARE SHOWN ON PLANS IN A LIGHT LINE WEIGHT DENOTES EXISTING DEVICES.

SHEET INDEX

SHEET NUMBER	SHEET CONTENTS
M001	GENERAL INFORMATION
M111	MECHANICAL LOWER LEVEL PLAN
M112	MECHANICAL UPPER LEVEL PLAN

ENGINEER SEAL:



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**ROOF REPLACEMENT
202 MANITOU AVE
COLORADO SPRINGS, CO 80829**

	ISSUED FOR BID	03/06/2025
NO.	REVISION	DATE

PROJECT NO: 24-0570
DRAWN BY: MPC
CHECKED BY: MPC
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SHEET CONTENTS

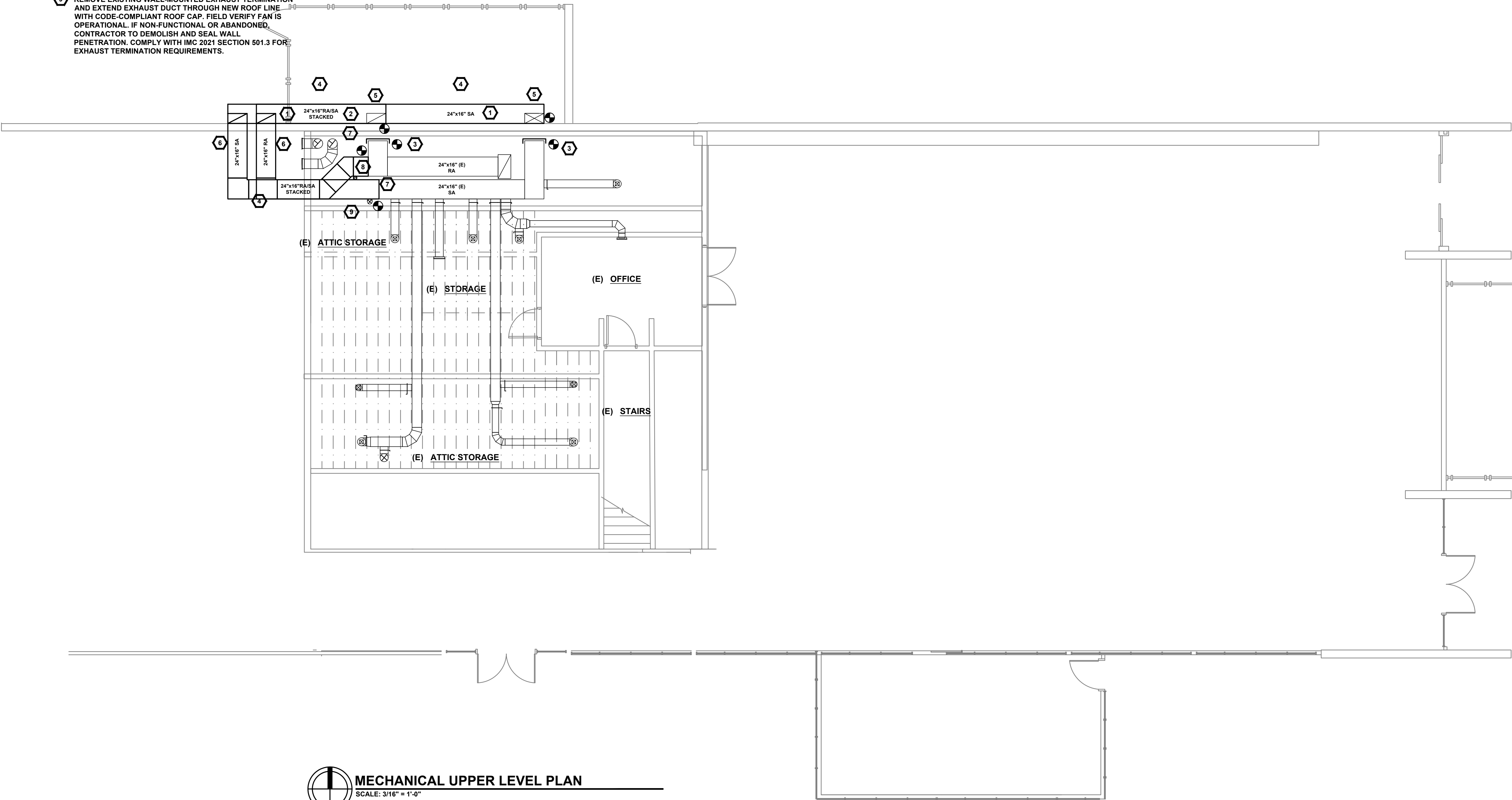
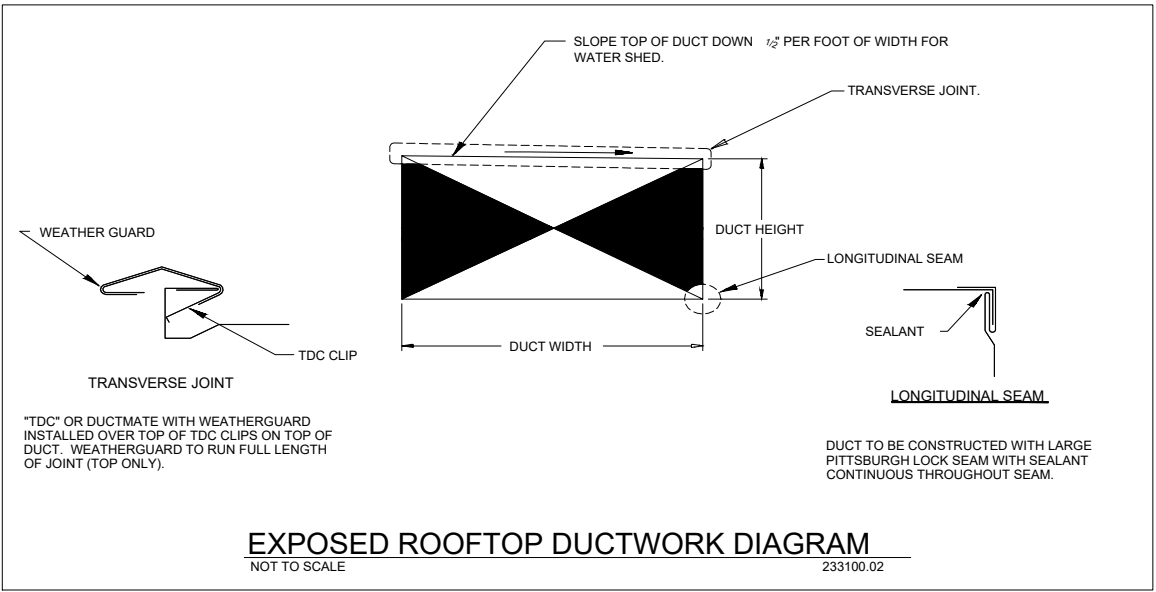
GENERAL INFORMATION

SHEET NUMBER

M001

- ① ROUTE 24" X 16" DUCT ALONG EXTERIOR WALL AS SHOWN. CONTRACTOR TO FURNISH AND INSTALL UNISTRUT FRAME TO SUPPORT DUCT. SECURE FRAME TO STRUCTURE.
- ② CONTRACTOR TO STACK SUPPLY AIR AND RETURN AIR DUCTS IN UNISTRUT FRAME SUPPORTED TO STRUCTURE.
- ③ CONTRACTOR TO SEAL AND CAP EXISTING SUPPLY AIR AND RETURN AIR TRUNK LINES AS SHOWN.
- ④ PROVIDE MINIMUM R-12 EXTERIOR INSULATION ON ALL EXTERIOR DUCT PER 2021 IECC C403.12. PROTECT EXTERIOR INSULATION PER 2021 IMC 603.16.
- ⑤ CONNECT NEW SUPPLY AIR AND RETURN AIR DUCTS TO EXISTING RISERS.
- ⑥ CONTRACTOR TO ROUTE SUPPLY AND RETURN AIR DUCTS ABOVE EXISTING GYM ROOF AND SUPPORT TO STRUCTURE. ROUTE THROUGH EXTERIOR WALL AS SHOWN AND PROVIDE FLASHING.
- ⑦ CONNECT SUPPLY AND RETURN AIR DUCTS TO EXISTING SUPPLY AND RETURN AIR DUCTS LOCATED IN NEW ATTIC SPACE. ADJUST AS REQUIRED FOR EXISTING FIELD CONDITIONS.
- ⑧ EXTEND EXISTING BATHROOM EXHAUST DUCT UPWARD TO TERMINATE ABOVE NEW ROOF LINE WITH CODE-COMPLIANT ROOF CAP. MAINTAIN MINIMUM 10' HORIZONTAL CLEARANCE FROM OUTSIDE AIR INTAKES AND COMPLY WITH IMC 2021 SECTION 501.3 FOR EXHAUST TERMINATION. SEAL ALL PENETRATIONS WEATHER-TIGHT.
- ⑨ REMOVE EXISTING WALL-MOUNTED EXHAUST TERMINATION AND EXTEND EXHAUST DUCT THROUGH NEW ROOF LINE WITH CODE-COMPLIANT ROOF CAP. FIELD VERIFY FAN IS OPERATIONAL. IF NON-FUNCTIONAL OR ABANDONED, CONTRACTOR TO DEMOLISH AND SEAL WALL PENETRATION. COMPLY WITH IMC 2021 SECTION 501.3 FOR EXHAUST TERMINATION REQUIREMENTS.

- A. DRAWINGS ARE BASED ON RECORD DRAWINGS (NOT GUARANTEED TO BE CURRENT AT TIME OF CONSTRUCTION) AND FIELD INVESTIGATION WITH DEMOLITION. EXAMINE PLANS AND VISIT THE SITE TO FIELD VERIFY ACTUAL CONDITIONS AND COORDINATE SAME WITH OTHER TRADES PRIOR TO STARTING WORK.
- B. A LICENSED AND BONDED CONTRACTOR SHALL BE USED FOR INSTALLATION. ALL LOCAL CODES SHALL BE FOLLOWED DURING INSTALLATION.
- C. OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL REMOVED EQUIPMENT AND MATERIAL.
- D. CONTRACTOR TO VERIFY AND COORDINATE STRUCTURAL SUPPORT AND OPENINGS IN FLOOR, ROOF, AND WALLS.
- E. THE CONTRACTOR MUST VISIT THE SITE AND NOTE ALL EXISTING CONDITIONS AS WELL AS ANY CONDITIONS TO BE MET PRIOR TO BID SUBMISSION. LACK OF A THOROUGH UNDERSTANDING OF THE PROJECT SCOPE AND CONDITIONS SHALL NOT CONSTITUTE AN EXCUSE FOR ERRORS OR OMISSIONS, NOR FOR A REQUEST FOR EXTRA COMPENSATION.



MECHANICAL UPPER LEVEL PLAN
SCALE: 3/16" = 1'-0"

Exhibit E - Page 4

The logo for Chiastano Engineering Group is a circular emblem. It features a stylized illustration of a mountain range with a small cabin and a body of water. Below the illustration, the word "Chiastano" is written in a large, elegant script font, and "Engineering Group" is written in a smaller, sans-serif font underneath it.

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**ROOF REPLACEMENT
202 MANITOU AVE
COLORADO SPRINGS, CO 80829**

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SHEET CONTENTS:

MECHANICAL UPPER LEVEL PLAN

SHEET NUMBER:

M112

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER OF RECORD. THEY ARE ONLY TO BE USED FOR THIS PROJECT AND ARE NOT TO BE USED ON ANY OTHER PROJECT WITHOUT WRITTEN AGREEMENT AND APPROPRIATE COMPENSATION TO THE ENGINEER OF RECORD.

GENERAL NOTES	
1.	DO NOT SCALE FROM THESE DRAWINGS. DIMENSIONS SHALL BE TAKEN FROM ARCHITECTURAL DRAWINGS.
2.	THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE INTENDED ONLY TO DEFINE THE BASIC FUNCTIONS REQUIRED FOR PROPER OPERATION OF THE SYSTEMS.
3.	NOT ALL EXISTING ELECTRICAL EQUIPMENT AND ACCESSORIES ARE NECESSARILY SHOWN ON THIS DRAWING, BUT WHAT IS DEEMED NECESSARY TO SHOW INTENT OF WORK INVOLVED FOR THIS PROJECT. REFER TO ALL PLANS, SECTIONS, DETAILS, SCHEDULES, AND SPECIFICATIONS FOR COMPLETE SYSTEM REQUIREMENTS.
4.	SCOPE OF WORK CONSISTS OF FURNISHING LABOR, MATERIALS, AND EQUIPMENT FOR THE INSTALLATION. IT ALSO INCLUDES PLACING INTO OPERATION COMPLETE AND OPERABLE SYSTEMS AS SPECIFIED AND SHOWN. ACCESSORIES REQUIRED FOR PROPER OPERATION OF THE SYSTEMS, EVEN THOUGH NOT SPECIFICALLY INDICATED, SHALL BE INCLUDED AND INSTALLED.
5.	ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE CODES AND STANDARDS INCLUDING BUT NOT LIMITED TO NATIONAL, CITY, STATE, AND LOCAL ORDINANCES WHICH MAY BE IN EFFECT. ALL ELECTRICAL MATERIALS, INSTALLATION PROCEDURES, AND SYSTEM LAYOUTS SHALL BE APPROVED BY ALL APPLICABLE CODE ENFORCEMENT AUTHORITIES HAVING JURISDICTION. THE MECHANICAL CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NECESSARY TO COMPLY WITH THESE RULES, REGULATIONS, AND ORDINANCES AT NOT ADDITIONAL COST. THESE CODES REPRESENT THE MINIMUM ACCEPTABLE REQUIREMENTS, THEREFORE, WHERE DRAWINGS AND/OR SPECIFICATIONS INDICATE MATERIALS OR CONSTRUCTION IN EXCESS OF THESE CODE REQUIREMENTS, THE DRAWINGS AND/OR SPECIFICATIONS SHALL GOVERN.
6.	ELECTRICAL LAYOUT IS BASED ON ARCHITECTURAL DRAWINGS AVAILABLE AT THE TIME OF THE DESIGN. AS FIELD CHANGES MAY OCCUR, CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION OF ALL EXISTING ELECTRICAL EQUIPMENT AS WELL AS EXISTING CONDITIONS FOR DEFECTS PRIOR TO INSTALLATION. ELECTRICAL CONTRACTOR SHALL NOTIFY BUILDER OF ANY REQUIRED CHANGES OR ALTERATIONS AND SHALL TAKE RESPONSIBILITY FOR VERIFYING THE INTEGRITY OF THE CHANGES WITH THE ENGINEER OF RECORD.
7.	IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO REVIEW THESE PLANS AND SPECIFICATIONS AS WELL AS ALL PERTINENT SITE ENGINEERING DRAWINGS TO BECOME FAMILIAR WITH THE FULL SCOPE OF WORK. IN ADDITION, THE ELECTRICAL CONTRACTOR MUST COORDINATE WITH AN OWNER REPRESENTATIVE TO FULLY UNDERSTAND ALL REQUIREMENTS AND CHANGES THE OWNER MAY CONSIDER PART OF THIS SCOPE AND MAY NOT BE SPECIFIED HEREIN. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO WORK CLOSELY WITH ALL TRADES IN ORDER TO ENSURE A FULLY COORDINATED INSTALL.
8.	ANY DISCREPANCIES OR INADEQUACIES WITHIN THIS DRAWING SET OR BETWEEN THIS SET AND THE RELATED HVAC, FIRE PROTECTION, PLUMBING, STRUCTURAL, CIVIL, ARCHITECTURAL AND SITE ENGINEERING DRAWINGS, OR BETWEEN THIS SET AND EXISTING FIELD CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE OWNER, ARCHITECT, AND ENGINEER OF RECORD PRIOR TO BID SUBMITTAL.
9.	BRANDS AND MODELS OF EQUIPMENT SHOWN ON THE SCHEDULES ARE GIVEN AS STANDARD. BRANDS AND MODELS OF EQUAL CAPACITY AND QUALITY MAY BE USED WITH ARCHITECT/ENGINEER'S APPROVAL. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER FIT AND OTHER ASPECTS RELATED TO THE SUBSTITUTION. EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES AND IN AN ARRANGEMENT THAT WILL GIVE THE GREATEST PRACTICAL EASE OF OPERATION AND SERVICE TO THE OWNER.
10.	RACEWAY SYSTEMS ARE SHOWN DIAGRAMMATICALLY. ACTUAL LOCATION AND ROUTING OF ALL, SHALL BE DETERMINED BY THE ELECTRICAL CONTRACTOR TO SUIT FIELD CONDITIONS. ALL RACEWAYS IN EXPOSED EXTERIOR APPLICATIONS SHALL BE RIGID METAL CONDUIT OR GALVANIZED RIGID CONDUIT WITH A MINIMUM RACEWAY SIZE OF 3/4", UNLESS NOTED. ALL RACEWAYS IN CONCEALED INTERIOR APPLICATIONS SHALL BE ELECTRICAL METALLIC TUBING, ELECTRICAL NONMETALLIC TUBING, OR RIGID NONMETALLIC CONDUIT WITH A MINIMUM RACEWAY SIZE OF 3/4", UNLESS NOTED. ALL RACEWAY FITTINGS SHALL BE COMPATIBLE AND SUITABLE FOR USE AND LOCATION. CONCEAL ALL CONDUITS WITHIN FINISHED WALLS, CEILINGS, AND FLOORS WHEREVER POSSIBLE, UNLESS NOTED. RACEWAYS SHALL BE RAN PARALLEL WITH, OR AT RIGHT ANGLE TO WALLS.
11.	ALL ELECTRICAL SYSTEM COMPONENTS SHALL BE LISTED OR LABELED BY A LISTED AUTHORITY AS ALLOWED BY THE THE AUTHORITY HAVING JURISDICTION.
12.	THE GROUNDING AND BONDING SYSTEM SHALL COMPLY WITH 2023 NEC ARTICLE 250.
13.	ALL CONDUCTORS SHALL BE TYPE RHW, THHW, THW, THWN, AND XHHW FOR FEEDERS AND BRANCH CIRCUITS. THE INSTALLATION OF THE CONDUCTORS SHALL COMPLY WITH 2023 NEC ARTICLE 310.
14.	ALL ELECTRICAL PENETRATIONS THROUGH RATED WALLS AND CEILINGS SHALL BE SEALED IN ACCORDANCE WITH 2021 INTERNATIONAL BUILDING CODE CHAPTER 7.
15.	ALL NEW PANELBOARDS AND SWITCHBOARDS SHALL BE OF THE SAME MANUFACTURER AND HAVE LOCKING DOORS AND BE KEYED THE SAME, UNLESS NOTED. ALL PANELBOARDS SHALL BE FULLY RATED TO INTERRUPT SYMMETRICAL SHORT-CIRCUIT CURRENT. PROVIDE TYPED UPDATED PANEL DIRECTORY TO BE MOUNTED ON INSIDE OF PANEL DOOR COVERS. DIRECTORY SHALL REFLECT ALL ADDITIONS OR MODIFICATIONS TO EXISTING PANELS AND SHALL REFLECT ACTUAL "AS-BUILT" CONDITIONS.
16.	THE CONTRACTOR SHALL COORDINATE WITH THE OWNER, ARCHITECT, AND ENGINEER AS REQUIRED SHUT-DOWNS OR TIE-INS RELATING TO THESE SYSTEMS. REQUEST FOR SHUT-DOWNS SHALL BE SUBMITTED TO THE PROPER CHANNELS WITH ADEQUATE NOTICE IN ADVANCE FOR APPROVAL BY OWNER.
17.	ALL 120V AND 277V DEVICES SHALL HAVE A DEDICATED NEUTRAL.
18.	THE ELECTRICAL CONTRACTOR SHALL PROVIDE A COMPLETE SET OF RECORD "AS-BUILT" DRAWINGS TO INCLUDE ACCURATE CONDUIT AND DEVICE LOCATIONS. THESE DRAWINGS SHALL ALSO INCLUDE ALL CHANGES AND DEVIATIONS FROM THE BID DOCUMENTS.
19.	THE CONTRACTOR SHALL PROVIDE MAINTENANCE INSTRUCTIONS FOR EQUIPMENT AND SYSTEMS THAT REQUIRE PREVENTATIVE MAINTENANCE AS WELL AS ANY WRITTEN WARRANTIES COVERING MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF THE PROJECT.

ABBREVIATIONS					
AFF	ABOVE FINISHED FLOOR	FLA	FULL LOAD AMPS	(R)	RELOCATED
AFG	ABOVE FINISHED GRADE	GND	GROUND	XFMR	TRANSFORMER
AIC	AMP INTERRUPTING CAPACITY	HP	HORSEPOWER	U.C.	UNDER COUNTER
AL	ALUMINUM	KVA	KILOVOLT-AMPS	V	VOLTS
BKR	BREAKER	KW	KILOWATT	VA	VOLT AMPS
C	CONDUIT	MCA	MIN. CIRCUIT AMPACITY	W	WATTS
CKT	CIRCUIT	MCB	MAIN CIRCUIT BREAKER	WP	WEATHERPROOF
CU	COPPER	MLO	MAIN LUGS ONLY		
DWG	DRAWING	O.C.	OVER COUNTERTOP		
(E)	EXISTING	PNL	PANELBOARD		

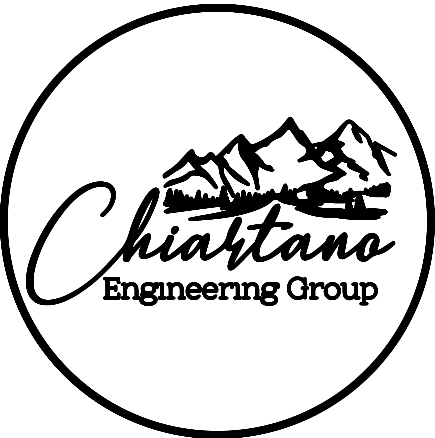
Exhibit E - Page 5

ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	20A DUPLEX RECEPTACLE 18" AFF UNLESS NOTED
	20A DUPLEX CONTROLLED RECEPTACLE 18" AFF UNLESS NOTED
	20A GFI DUPLEX RECEPTACLE 18" AFF UNLESS NOTED
	20A QUAD DUPLEX RECEPTACLE 18" AFF UNLESS NOTED
	208V OR SPECIALITY RECEPTACLE 18" AFF UNLESS NOTED
	FLOOR MOUNTED DUPLEX RECEPTACLE
	DATA RECEPTACLE 18" AFF UNLESS NOTED
	FLOOR MOUNTED DATA RECEPTACLE
	SINGLE POLE LIGHT SWITCH 42" AFF UNLESS NOTED
	THREE WAY LIGHT SWITCH 42" AFF UNLESS NOTED
	FOUR WAY LIGHT SWITCH 42" AFF UNLESS NOTED
	DIMMER SINGLE POLE LIGHT SWITCH 42" AFF UNLESS NOTED
	WALL MOUNT OCCUPANCY SENSOR 42" AFF UNLESS NOTED (D) DENOTES DIMMER IF APPLICABLE
	CEILING MOUNT OCCUPANCY SENSOR
	JUNCTION BOX
	TV OUTLET
	PANELBOARD (SURFACE OR FLUSH MOUNTED)
	LINEAR STRIP FIXTURE - LETTER DENOTES FIXTURE TYPE
	2X2 LIGHT FIXTURE - LETTER DENOTES FIXTURE TYPE
	2X4 LIGHT FIXTURE - LETTER DENOTES FIXTURE TYPE
	CAN LIGHT FIXTURE - LETTER DENOTES FIXTURE TYPE
	EMERGENCY EXIT SIGN
	EMERGENCY LIGHTING FIXTURE
	CONDUIT HOME-RUN TO DESIGNATED PANEL NO HATCHES INDICATES ONE HOT, ONE NEUTRAL, AND ONE GROUNDING CONDUCTOR
	GROUNDING CONDUCTOR
	NEUTRAL CONDUCTOR
	HOT OR SWITCH LEG CONDUCTOR

NOTE: WHEN ALL SYMBOLS REPRESENTED ARE SHOWN ON PLANS IN A LIGHT LINE WEIGHT DENOTES EXISTING DEVICES. DASHED DENOTES DEMOLISHED.

SHEET INDEX	
SHEET NUMBER	SHEET CONTENTS
E001	GENERAL INFORMATION AND SCHEDULES

ENGINEER SEAL:



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719.257.2091

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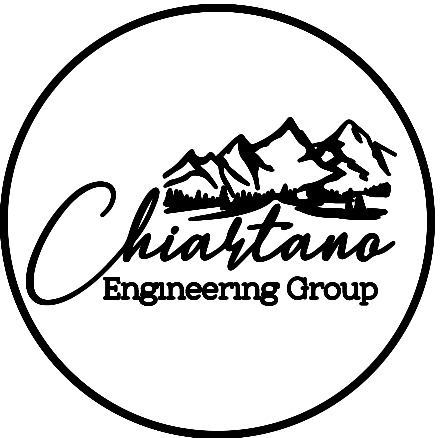
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SHEET CONTENTS:

ELECTRICAL PLAN - LIGHTING

SHEET NUMBER:

E121

KEYNOTES

1. RELOCATE EXISTING ELECTRICAL JUNCTION BOX BELOW CEILING LINE AND AWAY FROM NEW ROOF INSTALLATION. EXTEND ASSOCIATED CONDUITS AS REQUIRED TO MAINTAIN OR IMPROVE CONTINUOUS, ENSURE MAINTENANCE CLEARANCE AND SERVICE ACCESS PER NEC 110.26. SECURE TO STRUCTURE AND. MAINTAIN WEATHERPROOF INTEGRITY. PATCH AND SEAL ALL PENETRATIONS TO MATCH EXISTING CONSTRUCTION. COORDINATE FINAL LOCATION IN FIELD.
2. RELOCATE EXISTING EXTERIOR JUNCTION BOXES TO OPPOSITE SIDE OF WALL FOR ACCESSIBILITY AND TO CLEAR NEW ROOF INSTALLATION. EXTEND CONDUITS AS REQUIRED. MAINTAIN NEMA RATING FOR BOXES AND ENSURE WEATHERPROOF INSTALLATION. RESEAL ALL PENETRATIONS TO MATCH BUILDING FINISH. COORDINATE FINAL LOCATION IN FIELD.
3. RELOCATE EXISTING SURFACE-MOUNTED CONDUIT ABOVE NEW ROOF LINE. PROVIDE EXTERIOR-RATED SUPPORTS, FLASHING, AND PENETRATIONS AS REQUIRED TO MAINTAIN ACCESSIBILITY. FIELD VERIFY ROUTING TO AVOID CONFLICT WITH NEW ROOF STRUCTURE. REMOVE/ABANDON CONDUIT. COMPLY WITH NEC 202.3 SECTIONS 300.4, 300.12, AND 300.15.
4. VERIFY NEW ROOF CONSTRUCTION MAINTAINS REQUIRED NEC 110.26 WEATHER CLEARANCES AT EXISTING ELECTRICAL PANEL. ALL REMAINING CLEARANCES SHALL BE WITH MINIMUM 36" CLEARANCE IN FROM AND 6" HEADROOM FROM NEW ROOF ENCHROACHES ON REQUIRED CLEARANCE. CONTRACTOR TO NOTIFY ENGINEER FOR DIRECTION.

GENERAL NOTES

- A. DRAWINGS ARE BASED ON RECORD DRAWINGS (NOT GUARANTEED TO BE CURRENT AT TIME OF CONSTRUCTION) AND FIELD INVESTIGATION WITH DEMOLITION. EXAMINE PLANS AND VISIT THE SITE TO FIELD VERIFY ACTUAL CONDITIONS AND COORDINATE SAME WITH OTHER TRADES PRIOR TO STARTING WORK.
- B. A LICENSED AND BONDED CONTRACTOR SHALL BE USED FOR INSTALLATION. ALL LOCAL CODES SHALL BE FOLLOWED DURING INSTALLATION.
- C. OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL REMOVED EQUIPMENT AND MATERIAL.
- D. THE CONTRACTOR MUST VISIT THE SITE AND NOTE ALL EXISTING CONDITIONS AS WELL AS CONDITIONS TO BE MET PRIOR TO BID SUBMITTAL. LACK OF A THOROUGH UNDERSTANDING OF THE PROJECT SCOPE AND CONDITIONS SHALL NOT CONSTITUTE AN EXCUSE FOR ERRORS OR OMISSIONS, NOR FOR A REQUEST FOR EXTRA COMPENSATION.
- E. A FINAL COMMISSIONING REPORT SHALL BE DELIVERED TO THE BUILDING OWNER PER SECTION C408.2.5 OF THE 2021 IECC.
- F. ELECTRICAL DESIGN HAS A MAXIMUM VOLTAGE DROP OF 5% PER 2021 IECC 405.4.10.

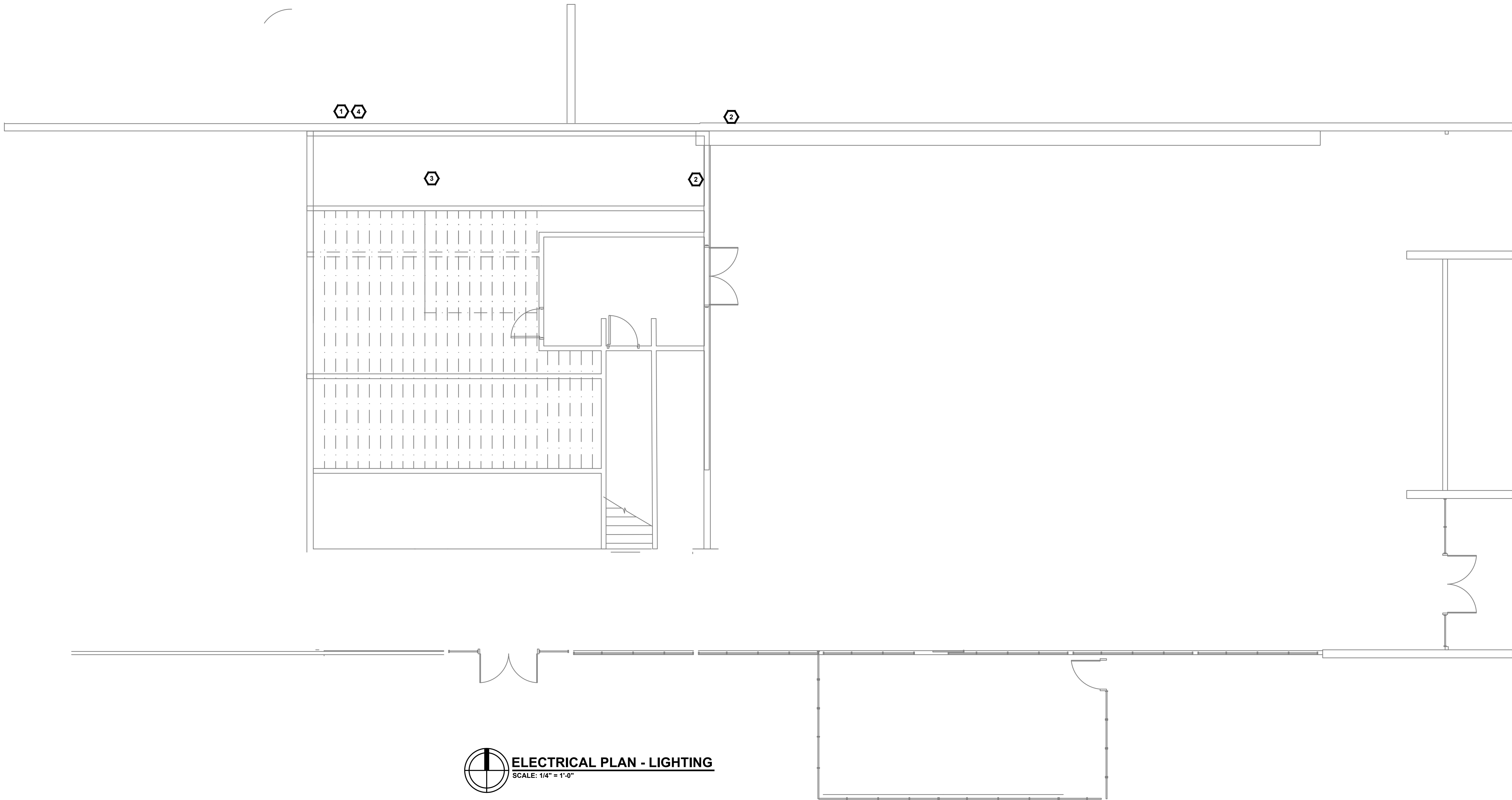


Exhibit E - Page 6



CITY OF MANITOU SPRINGS

Request for Bids

Pool and Fitness Center

Roof Construction

RFB NUMBER: 2025-008

Bid Submittal Deadline – **Wednesday, June 11, 2025, 3:00 PM**

Contact Person – Phil Moya (pmoya@manitouspringsco.gov)

The City of Manitou Springs is accepting bids to repair and replace roofing at the Manitou Springs Pool & Fitness Center, 202 Manitou Ave., Manitou Springs, CO, 80829. See attachments for further details.

- Published Friday, April 4, 2025.
- Pre-bid meeting to be held on **Wednesday, May 7, 2025 at 9:00 AM** at 202 Manitou Avenue (Manitou Springs Pool & Fitness Center).
- Deadline to present questions deadline is **Friday, May 30, 2025 at 3:00 PM.**
 - Questions are to be addressed to the contact person.
- Final Addendum (responses to questions) to be published on Friday, June 6, 2025.
- Bid shall be submitted to the contact person electronically no later than the Submittal Deadline.
 - There will not be a public bid opening.
- Notice of Award will be by Friday, June 20, 2025.
- This project is not subject to Davis Bacon Wages.
- The City requires the project to be completed within 80 working days.

The bid shall have an Anticipated Scope of Services that includes the following:

1. The Contractor will provide project costs for crews and equipment, anticipated mobilization time, and anticipated project completion time.
2. The Contractor is responsible for providing all materials and equipment necessary for fabrication, construction, and/or installation of this project.
3. All waste shall be disposed of by the Contractor. The work site shall be cleaned up on a daily basis by the Contractor.
4. The Contractor is responsible for damages, inside or outside the project area.
5. The Contractor is responsible for their own confined space, roadway, and trenching safety procedures.

6. No work shall be done between the hours of 5:30 PM and 7:00 AM, nor at any time on Saturday, Sunday, or holidays, except with the written permission of the city or in the case of an emergency.
7. If the project requires street closure – partial or otherwise, the Contractor shall provide all necessary traffic control. All traffic control personnel must at a minimum carry a current CDOT Flagger Certification. A Traffic Control Plan must be submitted to and approved by City staff at the pre-construction meeting. The pre-construction is to be scheduled at time of accepting the contract.
8. 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.
9. Below is the Anticipated General Scope of Services for this project:

GENERAL SCOPE OF SERVICES

1. Repair and replace roofing and rafters per the attached designs (Exhibit A).
2. Remodel and replace HVAC duct work per the attached designs (Exhibit B).
3. Repair and replace roofing over the pool and weight and cardio room per the details of work (Exhibit C).

Note: Substitutions or “approved equals” may be permitted for brand-specific materials.

Note: The City of Manitou Springs is a sales tax-exempt entity.

INSTRUCTIONS TO BIDDERS

1. A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder to provide the work specified in the Request for Bids for the compensation specified.
2. Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.
3. It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the City's possession by or before the time and date designated in the Request for Bids. Bids will not be accepted after the designated time and date.
4. If a mistake is made or discovered during or after the Bid review, the City reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the City, in its sole

reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid, and the contract and attached documents (the "Contract Documents"). Bidders shall notify the City immediately of any errors or omissions that are encountered.

5. Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
6. The City shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
7. Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The City is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
8. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
9. The following information shall be submitted with the Bid:
 - a. The names and resumes of staff personnel who will be assigned to the work.
 - b. A complete proposed scope of work and schedule, including any alternatives that can be identified. The Bidder is expected to review the work site prior to submittal of the Bid.
 - c. The names and addresses of any subcontractors who will be retained for the work.
 - d. A list of the Bidder's previous experience on similar projects.
10. The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no

questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the contract, the site and conditions of delivery, the Superior Municipal Code, and other applicable law.

11. The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The City reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The City does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.

12. Insurance and Bonding requirements for selected contractor:

- a. The selected Contractor will be required to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - i. Worker's compensation insurance as required by law; and
 - ii. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate naming the City and the City's officers, employees, and consultants as additional insureds. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.
- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- c. Selected Contractor will be required to procure and maintain, at its own cost the following Bonds:
 - i. Performance Bond in the amount of one hundred percent (100%) of the total project cost;
 - ii. Payment Bond for fifty percent (50%) of project cost.
- d. Prior to or at the time of the execution of the agreement, the selected Contractor will need to provide to the City a certificate of insurance and

bond certificates as evidence that required policies and bonding are in full force and effect. The certificate of insurance shall identify the City as additionally insured; bond certificates shall include the City; and Contractor shall provide that the coverages and/or bonds afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy, bonds, and any endorsement thereto. The City must have all certificates and bonds on file prior to start of any project.

- e. Failure on the part of Contractor to procure or maintain the insurance and/or bonds required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 13. The City reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the City that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
 - 14. The City reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the City further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
 - 15. No Bid shall include federal excise taxes or state or local sales or use taxes.
 - 16. In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract as a result of submission of a Bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.
 - 17. All parts not specifically mentioned which are necessary in order to provide a complete unit, shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.

18. Bids shall be in accordance with the specifications contained in the Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
19. Each Bid shall include a statement of standard warranty of the manufacturer.
20. Any Bid received as a result of this request is prepared at the Bidder's expense and becomes City property and is therefore a public record upon opening by the City. No Bid may be withdrawn for a period of sixty (60) days after the deadline for Bids.

The City of Manitou Springs is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion or religious affiliation, sex, familial status, age, genetics, disability, or national origin in any phase of employment for this position.

Manitou Springs
Pool and Fitness Center
Roof Construction

Proposal

June 11, 2025





June 11th, 2025

City of Manitou,

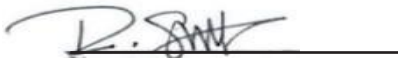
Remington Builders Group is pleased to submit our proposal the roof construction of the Pool and Fitness Center for the City of Manitou Springs.

We understand the importance of finding a reliable partner for qualified, high-quality construction services, and we are confident that Remington Builders Group is well-equipped to meet and exceed your expectations. We take pride in delivering effective solutions that meet and exceed our clients' needs. You can trust us to assemble an expert team of professionals to take care of every aspect of your new construction project. Remington Builders Group is built on over 35 years of combined industry experience with a goal to build relationships at its forefront.

We are proud to showcase examples of our successful projects on both company and personal biography pages, and we can provide further details upon request. We are excited about the prospect of collaborating with City of Manitou and turning your vision into reality. With our extensive experience in various building types and projects, we have the versatility to adapt seamlessly and implement innovative approaches.

Thank you for considering Remington Builders Group for this opportunity and we are looking forward to completing this project for the City of Manitou. Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,



Remington Smith
Owner | Remington Builders Group (719) 413-6649 |
remington@rbgco.net
6385 Corporate Drive #200| Colorado Springs, CO 80919

Certification statement

The information and data submitted are true and complete to the best knowledge of the individual signing.

REMININGTON BUILDERS GROUP



Remington Builders Group is a locally owned and operated commercial contractor focused on building relationships within the communities we serve. We offer a full-service construction experience that can be tailored to fit any client's project goals. When you choose to work with Remington Builders Group, you can rest assured that we will take personal ownership of the project to ensure it is finished on time, on budget, and to the highest quality standard on the market. The attention and care given to each project from start to finish are unparalleled.

Remington Builders Group was founded with a mission to serve the community and the goal of bringing integrity, honesty, and quality back to the commercial construction industry. With over 35 years of combined industry experience, the company continually strives to be at the forefront of new innovations within the industry that will provide customers with the best products available on the market. Sustainability is another core value that Remington Builders Group factors into each phase of the construction process. The founders of Remington Builders Group have a multigenerational construction background that has allowed for leading industry standards to solidly form into the company's culture.

At Remington Builders Group, we envision a future where every relationship and project we build becomes a testament to our unwavering commitment to excellence, innovation, and sustainability. With a relentless focus on quality, safety, and environmental responsibility, we strive to reshape skylines and landscapes while leaving a lasting legacy of integrity, reliability, and craftsmanship in every project we undertake.



RELATIONSHIPS

We are a relationship-driven company. We add value for our customers, designers, subcontractors, and fellow workers with trust, integrity, honesty, sincerity, and mutual respect.



SENSE OF BELONGING

We maintain our sense of inclusiveness, compassion, concern, and balance by fostering a feeling of family.



ACHIEVEMENT/LEGACY

We are high achievers who set exceptional standards of performance and are proud to say, "I built it."



ENTREPRENEURIAL SPIRIT

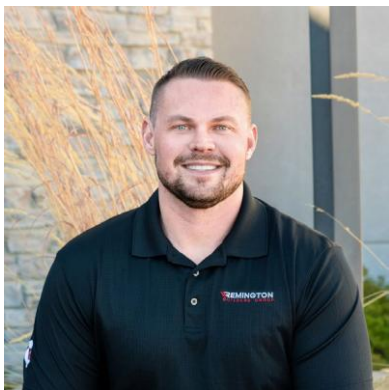
We create an environment that encourages idea-generation and risk-taking, while expecting our people to see it, own it, solve it, and do it.



PROFITABILITY

Our value-added relationships create the win-win scenarios, allowing Remington Builders and our customers to profit.

Remington Builders Group | Remington Smith | Construction Manager



Registrations:
A Class GC license

Education:
Bachelor of Science in
Construction Management from
Colorado State University,
Pueblo

As a seasoned Construction Manager with comprehensive experience in the construction industry, Doug possesses a proven track record of successfully overseeing all phases of multimillion-dollar ground up construction projects. His expertise lies in coordinating labor, materials, and equipment to ensure project completion on time and within budget. Known for his strong leadership, problem-solving skills, and ability to foster productive relationships with clients, subcontractors, and team members, he is able adept at managing large-scale commercial, industrial and infrastructure projects. Doug is committed to maintaining the highest standards of quality, safety, and regulatory compliance, while driving continuous improvement and innovation throughout the construction processes.

Past Performance



Wingate Hotel - Denver



Vue 21 Apartments – Colorado Springs



Element Hotel - Denver



Remington Builders Group | Kaleb Doorish | Project Manager



Kaleb is a highly skilled Project Manager with over 18 years of hands-on experience in managing on-site operations for a wide range of construction projects. Expertise in supervising daily activities, coordinating subcontractors, and ensuring adherence to project timelines and quality standards. Known for a meticulous eye for detail, strong leadership, and the ability to solve complex problems efficiently. With Kaleb's 3 years at Remington Builders Group, he has a proven track record of maintaining a safe and productive work environment, fostering collaboration among team members, and delivering projects on time and within budget. Dedicated to upholding the highest standards of construction excellence, client satisfaction, and site safety.

Education:

Bachelor of Science Colorado
State
University, Pueblo

Project Commitment:

Construction: Daily on site
operations, subcontractor
coordination, QAQC,
schedule, and site safety.

Past Performance



Wheatlands Apartments - Denver



Volta at Voyager – Colorado Springs



TJ Maxx - Washington



Remington Builders Group | Colin Brownell | Superintendent



Colin has 8 years of experience in the construction industry as a superintendent, he has effectively managed subcontractors, budgets, suppliers, and coordinated with owners to complete projects on time and within budget. With Colins meticulous attention to detail and proactive problem-solving approach, he ensures that every phase of construction runs smoothly and efficiently. Colin is also committed to fostering a positive and productive work environment, focusing on maintaining strong relationships with both clients and workers while also making sure safety is the top priority on every project.

Education:

Construction Technology AAS
Pikes Peak State College,
Colorado Springs

Project Commitment:

Construction: Daily on site
operations, subcontractor
coordination, QAQC,
schedule, and site safety.

Past Performance



Painted Tree – Colorado Springs



UCCS – Colorado Springs



Sierra Trading Outpost – North Dakota



Past Performance



UCCS Emergency Services

COLORADO SPRINGS, CO

WATER INFILTRATION EXPLORATION/REMEDATION

BUDGET: \$400,000 - 2024

Project Manager | Mariness Falcon | 719.255.3073 | mfalcon@uccs.edu

The design and construction team have worked closely to meet project expectations and expedited schedules set forth by UCCS for the Emergency Water Infiltration project on both Centennial and Osborne buildings. The construction team worked during the UCCS winter break to not disrupt the students.



COLORADO SPRINGS WESTSIDE COMMUNITY CENTER

COLORADO SPRINGS, CO

MECHANICAL RETROFIT, ROOF REPLACEMENT, & ADA UPDATES

BUDGET: \$2.2 MILLION - 2024 TO 2025

Project Manager | Jake Butterfield | 719.385.6523 | jacob.butterfield@coloradosprings.gov

This design build project for the City of Colorado Springs was awarded with a fixed not to exceed budget. The team has worked closely to design and accomplish all the project goals within the allotted budget. This project included new roofing for 4 buildings, complete HVAC redesign, and ADA updates to the existing buildings.



Past Performance



WOODLAND PARK SCHOOLS

WOODLAND PARK, CO

VARIOUS PROJECTS

JASON FARRIS | WOODLAND PARK SCHOOLS | 719.243.0482 | jfarris@wpsdk12.org

A variety of design build project for the Woodland Park School District. Projects include ADA modifications, parking lot updates, and retrofitting of existing spaces. The team worked closely with the Woodland Park School district to ensure that work did not disrupt the school and schedules were met.



CITY OF WOODLAND PARK

WOODLAND PARK, CO

VARIOUS PROJECTS

SAM KOZUREK | CITY OF WOODLAND PARK | 719.318.5089 | skozurek@woodlandpark.gov

Design build project for the City of Woodland Park where the team worked closely to modify the existing City Hall garage structure mechanical systems in an expedited manner to allow for operations to continue.



Past Performance



FIRST NATIONAL BANK OF HOOKER

HOOKER, OKLAHOMA

INTERIOR REMODEL, 10,000 sf BUDGET: \$2.2 MILLION - 2024
CEO | Shanon Butler | 580.652.2448 sbutler@hookerbank.com

Design build project for the complete renovation of the interior of the existing bank. Modifications were also done to the existing drive lane and roof. The team worked to resolve any issues that arose during construction and found solutions in an expedited manner to allow for construction to continue while the bank stayed operational.



Valley-Wide Health Systems

Canon City, Colorado

INTERIOR REMODEL, 10,000 sf BUDGET: \$3 MILLION - 2019

Complete renovation of the interior of the old bank building on main street converting it into a medical center. Remington and the team worked closely to resolve any issues that arose during construction and found solutions in an expedited manner to allow for construction to continue while ultimately completing the project on time. Remington was the project manager for this project and worked closely with Keys + Lauer Architects to accomplish all the project goals.



Past Performance

Before



After



Courtyard Marriott

Salt Lake City Airport

PROPERTY IMPROVEMENT

Budget: \$1.8 MILLION

The team worked with the Courtyard Marriott design team in Salt Lake City to complete a full exterior renovation of the exterior which included a new parking lot and porte cochere. This project was finished ahead of schedule and within budget.

Before



After



Fairfield Inn and Suites

Colorado Springs, CO

PROPERTY IMPROVEMENT

BUDGET: \$1.2 MILLION

The Remington Builders Group team completed an exterior update to the porte cochere, parking lot, and landscaping redesign. Remington Builders Group completed the project within budget and ahead of schedule.



Past Performance



MoringStar Senior Living

Denver, Colorado

New Construction

Budget: \$59 MILLION

Remington was the Project Manager for the new construction of the 7-story assisted living for MorninStar. This project involved BIM coordination which involved all subcontractors and design team. The project was completed on time with minimal additional cost due to unforeseen conditions.



Vue 21 Phase 2

Colorado Springs, CO

New Construction

BUDGET: \$32 MILLION

Remington was the Project Manager for the new construction of 3 new buildings, amenities, and 3 garages totaling 156 new apartments. This project was completed during COVID and was finished ahead of schedule and under budget. The project team worked closely with suppliers, subcontractors, and the owners to ensure this project was not affected by COVID.



PROJECT ORGANIZATION



Construction Manager



Project Manager



Superintendent



Assistant Superintendent



Project Administrator

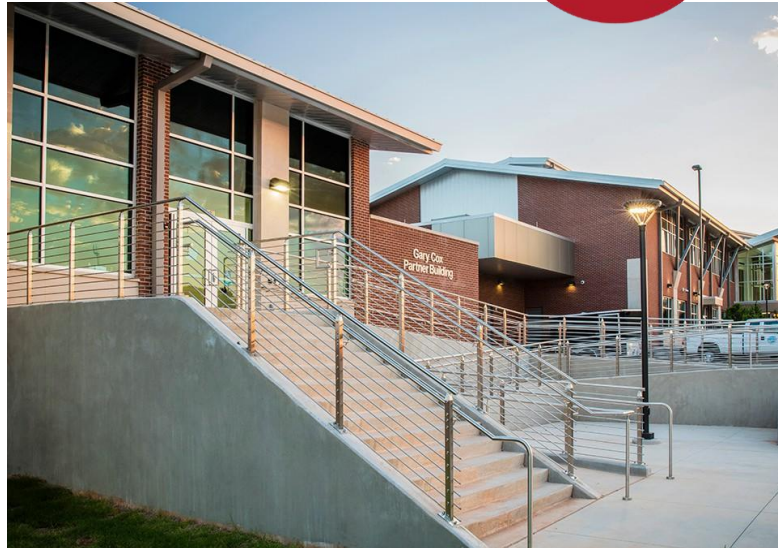


Project Accountant

PROJECT APPROACH & OBJECTIVES



Remington Builders Group project management approach for all construction projects involves several key phases and best practices to ensure successful completion. Here's an outline of the comprehensive project management approach we implement at Remington Builders Group. By following these phases and best practices, our construction project team can effectively oversee a project from start to finish, ensuring it is completed on time, within budget, and to the satisfaction of all stakeholders. Public access and safety are priorities that minimize impact on operations. Methods of Procedure (MOP) - close communication with staff throughout construction.



Project Objectives

Scope of work: This project involves the comprehensive reconstruction of the roof structure for the City of Manitou Springs Pool and Fitness Building. The work will address structural deficiencies, improve energy efficiency, and ensure long-term durability. The scope includes modifications to the existing roof framing system, complete roofing replacement, and the redesign and installation of upgraded HVAC systems to support the building's operational and environmental performance.

Quality Assurance: The project team will collaborate to ensure that construction meets the quality standards set by the City of Manitou Springs and their design team.

Cost Control: We will maintain a conservative project budget through proactive cost management and value engineering. Subcontractors will be engaged early and often in the design process to identify long-lead time items and opportunities for value engineering. We will be working closely with our subcontractors and vendors to mitigate potential risks from tariffs that have been imposed on materials.

Risk Management: We will mitigate risks associated with the short schedule by identifying long-lead time items, processes, and unforeseen circumstances as early as possible to create agile procurement and schedule buffers.

Scope of Work Breakdown

1. Demolition and Removal

- Remove the existing roofing membrane and insulation materials down to the structural deck.
- Carefully dismantle and dispose of designated portions of the existing roof structure as required for modification and reinforcement.
- Remove existing rooftop HVAC units, ductwork, and associated mechanical components that are being replaced or repositioned.

2. Structural Roof Modifications

- Evaluate existing roof framing for structural integrity and capacity.
- Design and implement structural reinforcements or modifications to accommodate new HVAC loads and modern roofing systems.
- Install any new structural members as needed, including joists, beams, or supports, to meet code compliance and design specifications.

3. Roofing System Replacement

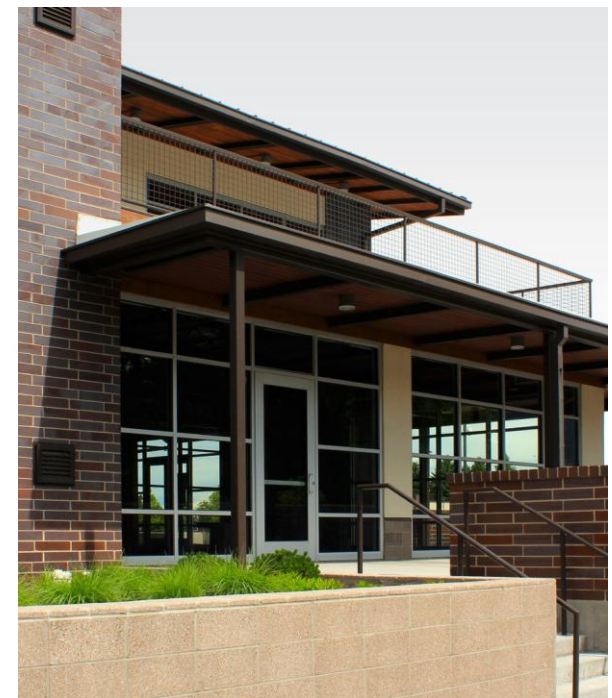
- Install new roof insulation to meet current energy code standards (IECC or local codes).
- Supply and install a new commercial-grade, weather-resistant roofing system (e.g., TPO, EPDM, or standing seam metal), including flashing, gutters, and downspouts.
- Ensure all penetrations and transitions are fully sealed and weatherproofed.

4. HVAC System Redesign and Installation

- Design a modern, energy-efficient HVAC system suitable for the indoor pool and fitness center environment, with proper humidity and temperature controls.
- Install new rooftop HVAC units, mechanical ductwork, air distribution systems, and control systems.
- Provide all structural support and roof curbs for HVAC equipment per manufacturer requirements.
- Integrate HVAC system with building automation controls where applicable.

5. Coordination and Compliance

- Coordinate all construction activities with the City of Manitou Springs to minimize disruption to building operations.
- Obtain all necessary permits, inspections, and approvals from local and state authorities.
- Ensure full compliance with local building codes, IBC, mechanical code, energy code, and OSHA safety regulations.



Risk Management and Construction Approach

Early Collaboration:

The design and construction teams will work collaboratively from the outset. Regularly scheduled meetings with stakeholders will ensure constructability, cost-efficiency, and identification of design or construction challenges.

Submittals and Approvals:

The construction teams will work with the City of Manitou and the design team to establish a streamlined review and approval process for submittals. Critical design documents and shop drawings will be quickly reviewed, allowing construction to begin as soon as possible.

Integrated Project Team:

The design and construction teams will continue working together throughout the construction phase. Open communication and regularly scheduled meetings will allow the design team to identify issues and opportunities for improvement, as well as ensure streamlined coordination.

Critical Path Management:

A comprehensive project schedule will be developed and meticulously managed using Critical Path Method (CPM) techniques. Key project milestones, critical tasks, and their respective durations will be identified to establish a clear timeline for the entire project. A detailed chart will be completed in Microsoft Projects to visually represent the project's progress. This schedule will be regularly reviewed, updated, and adjusted as necessary to ensure alignment with project goals and timelines. Continuous monitoring will be implemented to track the completion of critical milestones, allowing for timely interventions and proactive management of any potential delays or issues that may arise during the project lifecycle.

Coordination with Subcontractors:

Subcontractor involvement will begin early, where they will provide preliminary pricing and input on scheduling. Throughout the project, both the construction and design teams will maintain seamless communication and coordination with subcontractors by utilizing ProCore software, invoicing, and submittal review and approval. This integrated approach will ensure that all stakeholders are aligned, facilitating timely decision-making, reducing potential delays, and ensuring that subcontractors are consistently informed and engaged. By leveraging this collaborative platform, the project team will uphold a high level of oversight, streamline workflows, and foster efficient coordination throughout the construction process.



Risk Management and Construction Approach (Continued)

Frequent Progress Reviews: Regular (weekly or bi-weekly) meetings will be held, and progress reports will be issued to assess the project's performance. These reviews will ensure any potential delays or unforeseen site conditions are identified early, allowing for prompt, collaborative problem-solving. The integration of both the design and construction teams, alongside key project stakeholders, will enable a unified approach to resolving issues and ensuring the project stays on track.

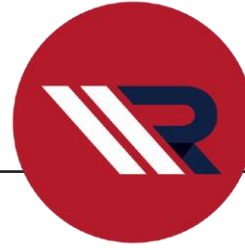
Efficient Handover: At project substantial completion, the project team will ensure a smooth transition from construction to operations. A punch list walk will be performed on or prior to this date with all key stakeholders present. Any identified punch list items will be resolved quickly, and a final inspection will be conducted.

Documentation: All as-built drawings, warranties, and operational manuals will be packaged for handover to the city by substantial completion. These will be assembled throughout design and construction and finalized by the final inspection to avoid delays at project close-out.

Final Review: A post-construction meeting with key project stakeholders will assess the project's success, identify lessons learned, and address any outstanding issues.



Construction Safety Program



At Remington Builders Group, we are committed to maintaining the highest standards of safety in every project we undertake. This Construction Safety Program is designed to ensure that all workers, subcontractors, and visitors to our job sites are protected from harm and that our operations comply with all federal, state, and local safety regulations. Safety is a shared responsibility, and we expect everyone on our team to be actively engaged in promoting a safe working environment.

Objectives

The primary objectives of this Safety Program are to:

- Ensure the safety of all employees, subcontractors, and visitors on-site.
- Prevent accidents, injuries, and fatalities by identifying and controlling potential hazards.
- Provide effective training to all personnel on safe work practices and emergency procedures.
- Ensure compliance with all applicable regulations, including OSHA standards.
- Foster a culture of safety, encouraging employees to prioritize safety in their daily work activities.

Roles and Responsibilities

• **Management/Owners:**

- Ensure that this safety program is implemented and enforced.
- Provide the necessary resources for safety equipment, training, and programs.
- Lead by example and communicate safety priorities to all employees.
- Conduct regular safety audits and inspections to identify and mitigate risks.

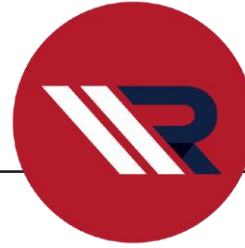
• **Site Supervisors/Foremen:**

- Enforce safety rules on-site and ensure that employees are adhering to the program.
- Conduct daily toolbox talks and regular safety meetings to review hazards and safe work practices.
- Inspect equipment and materials for safety compliance and report any deficiencies.
- Investigate incidents and near-misses to determine causes and implement corrective actions.

• **Workers:**

- Follow all safety instructions and procedures.
- Report unsafe conditions or practices to a supervisor immediately.
- Wear and properly maintain required Personal Protective Equipment (PPE).
- Participate in safety training and meetings.
- Stop work and report unsafe conditions if they believe it poses a danger to health or safety.





Safety Policies and Procedures

• **Personal Protective Equipment (PPE):**

- Remington Builders Group will provide all necessary PPE, including hard hats, safety goggles, gloves, high-visibility vests, steel-toed boots, and hearing protection.
- PPE must be worn at all times when required, and workers should inspect their PPE for damage before use.
- Specific PPE requirements will be outlined for each job task, and supervisors will ensure that proper equipment is being used.

• **Worksite Cleanliness:**

- Workers must maintain a clean and organized work environment. Materials should be stored properly, and tools should be cleaned and returned to their designated locations after use.
- Site cleanliness will be monitored regularly to prevent tripping hazards, contamination of work areas, and to ensure a safe environment for all workers.

• **Fall Protection:**

- Fall protection will be used in all areas where there is a risk of falling from heights (e.g., scaffolds, roofs, elevated platforms).
- Workers exposed to fall hazards will be provided with fall arrest systems, guardrails, or safety nets, depending on the task.
- Ladders and scaffolds must be inspected before each use to ensure they are in good condition.

• **Hazard Communication:**

- All hazardous substances used on-site will be properly labeled and stored. Safety Data Sheets (SDS) will be available for reference.
- Workers will be trained on the hazards of chemicals, including safe handling, storage, and emergency procedures.

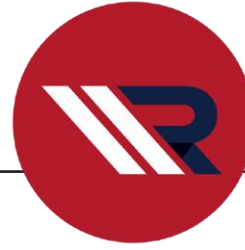
• **Electrical Safety:**

- All electrical installations and equipment must meet safety codes and be regularly inspected.
- Only qualified personnel will be allowed to perform electrical work.
- Workers should be trained to recognize electrical hazards and take steps to avoid accidents, including ensuring equipment is properly grounded.

• **Heavy Equipment and Machinery:**

- All heavy equipment, including cranes, bulldozers, and excavators, will be operated only by qualified and trained personnel.
- Equipment will be inspected daily to ensure it is in safe working condition.
- Safety protocols for operating heavy machinery will be strictly followed, including maintaining a safe distance from moving equipment and using spotters when necessary.





Training and Education

- **New Employee Safety Orientation:**
 - Every new employee must complete a safety orientation program before starting work on-site. This program will cover general safety rules, PPE requirements, emergency procedures, and site-specific hazards.
- **Ongoing Safety Training:**
 - Regular toolbox talks, safety meetings, and refresher training will be provided to ensure that all employees remain up to date with safety regulations and best practices.
 - Specialized training will be offered for workers operating heavy machinery, working at heights, or handling hazardous materials.
- **Certification Requirements:**
 - Workers performing specific tasks (e.g., operating cranes, performing confined space entry, or handling hazardous chemicals) must hold appropriate certifications.
 - Management will ensure that all employees maintain valid certifications required by local, state, or federal authorities.

Hazard Identification and Risk Assessment

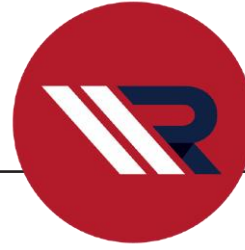
- **Site-Specific Hazard Assessments:**
 - A comprehensive hazard assessment will be conducted at the beginning of each project to identify potential risks specific to the job site.
 - Supervisors will update hazard assessments regularly to reflect any changes in work conditions, equipment, or tasks.
- **Risk Mitigation:**
 - Once hazards are identified, appropriate measures will be taken to eliminate or control them. This includes the use of engineering controls, administrative controls, and PPE.
 - A Job Safety Analysis (JSA) will be conducted for high-risk tasks to evaluate potential hazards and implement safety procedures.

Emergency Procedures

- **First Aid and Medical Emergency:**
 - A fully stocked first aid kit will be available on-site, and trained first aid responders will be identified.
 - Emergency contact numbers, including those for the nearest hospital or clinic, will be posted clearly at various locations around the site.
- **Evacuation Plan:**
 - Each site will have an evacuation plan in place, including marked exits and assembly areas.
 - Emergency evacuation drills will be conducted periodically to ensure all workers know how to respond in an emergency.
- **Incident Reporting:**
 - Any incidents, injuries, or near-misses must be reported immediately to a supervisor.
 - All incidents will be investigated to determine root causes, and corrective actions will be implemented to prevent future occurrences.



Construction Safety Program



Health and Wellness

- **Heat Stress Prevention:**

- During hot weather conditions, workers will be provided with adequate hydration and rest periods.
- Workers will be trained to recognize the signs of heat stress and will be encouraged to take breaks in shaded areas.

- **Fatigue Management:**

- Remington Builders Group will ensure that workers are not overworked and that they receive appropriate rest breaks throughout the day to reduce the risk of fatigue-related accidents.

Monitoring and Review

- **Safety Audits and Inspections:**

- Regular safety audits and inspections will be conducted to ensure that safety practices are being followed and that hazards are being controlled effectively.
- Supervisors and management will review these audits and take corrective action where necessary.

- **Continuous Improvement:**

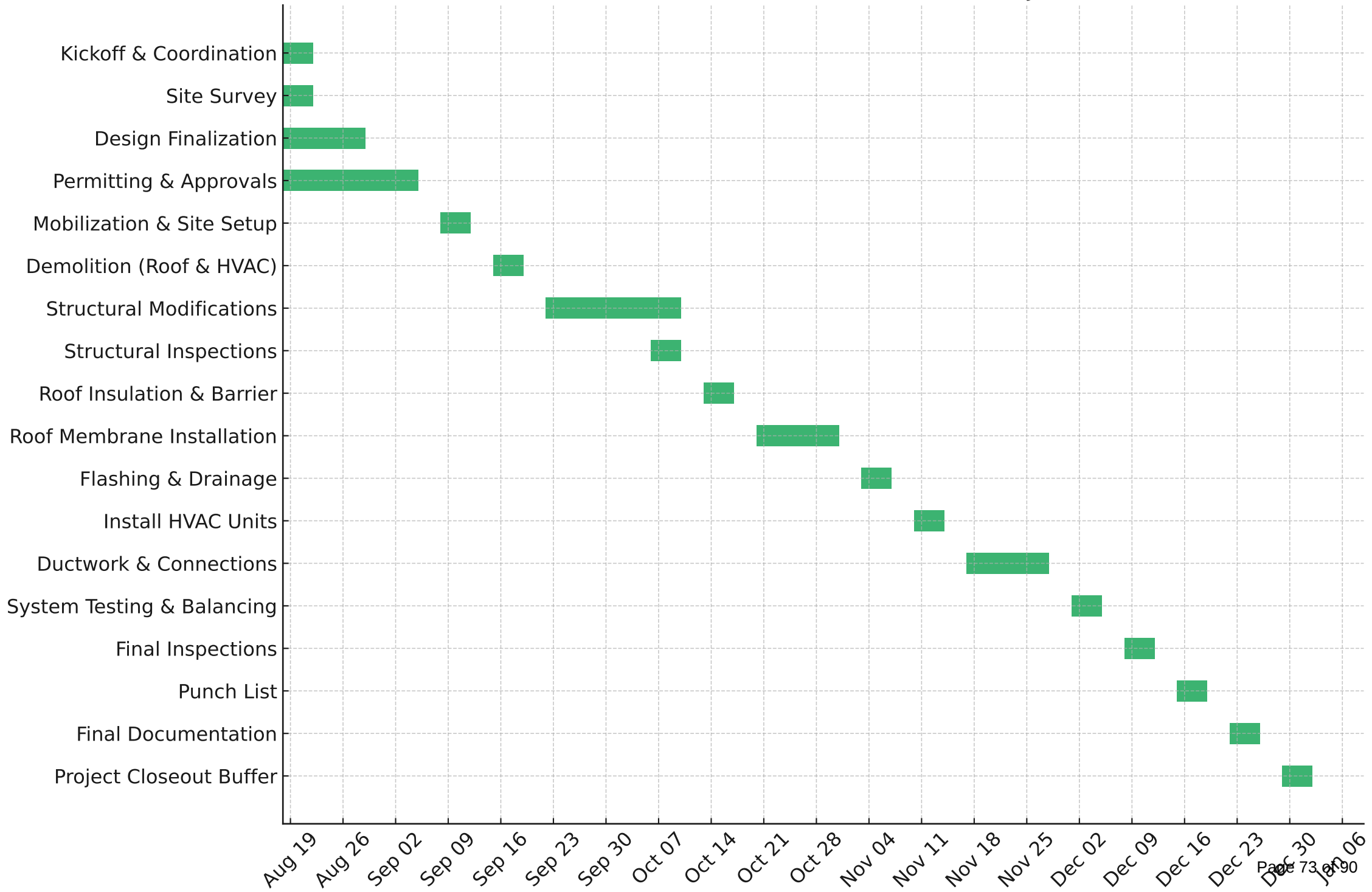
- Remington Builders Group is committed to continuous improvement in safety. We encourage feedback from employees and subcontractors to identify opportunities for enhancing our safety program.

Conclusion

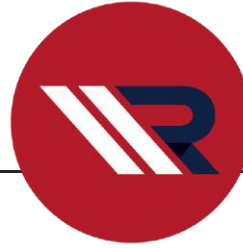
At Remington Builders Group, safety is not just a policy—it's an integral part of our culture. By following the guidelines set forth in this Construction Safety Program, we can ensure that all personnel return home safely at the end of each workday. Through training, vigilance, and teamwork, we will create a safe, productive, and successful construction environment.



Manitou Pool Roof Construction Project



REFERENCES



JASON FARRIS | WOODLAND PARK SCHOOLS

719.243.0482

jfarris@wpsdk12.org

DON WRIGHT | UNIVERSITY OF COLORADO COLORADO SPRINGS

719.255.3398

dwright7@uccs.edu

SHANON BUTLER | FIRST NATIONAL BANK OF HOOKER

580.652.2448

sbutler@hookerbank.com

JAKE BUTTERFIELD | COLORADO SPRINGS PARKS DEPARTMENT

719.385.6523

jacob.butterfield@coloradosprings.gov

SAM KOZUREK | CITY OF WOODLAND PARK

719.318.5089

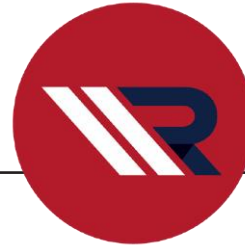
skozurek@woodlandpark.gov

SCOTT BLOSSER | COMPASS ARCHITECTURE

719.460.1615

scott@compass-arch.com

Conclusion



In conclusion, this renovation of the Manitou Pool and Fitness center project represents an exciting and impactful opportunity to update a long-term asset for the community and stakeholders. Through careful planning, design, and execution, we aim to ensure the highest standards of quality, sustainability, and efficiency. The project will deliver enhanced functionality, aesthetic appeal, and a lasting positive impact on the surrounding environment. With a clear vision, dedicated team, and comprehensive approach, we are confident that this project will successfully achieve its goals, on time and within budget, while contributing to the growth and development of the area. We look forward to collaborating with all parties involved to bring this vision to life.



Base Bid: \$585,459.41

- **Permits/Fees: TBD**
- **General Conditions: \$31,000.00**
- **Equipment: \$72,000.00**
- **Demo: \$36,540.00**
- **Framing: \$84,960.00**
- **Roofing: \$105,000.00**
- **HVAC: \$55,211.00**
- **Electrical: \$32,520.00**
- **Plumbing: \$13,650.00**
- **T/G Ceiling in Specified areas: \$41,650**
- **Bonding: \$18,525.93**
- **Insurance: \$12,350.62**
- **GC Overhead: \$50,562.86**
- **GC Profit: \$31,489.00**

CITY OF MANITOU SPRINGS ADDENDUM FORM

NUMBER 1 DATE: June 6, 2025

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of the Addendum, made a part of the Project Manual for the **City of Manitou Springs Pool and Fitness Center Roof Construction**, 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 CLARIFICATIONS

1. General Scope of Services

a. Electrical Mechanical Design plans:

- i. Electrical set with notes to relocate equipment.
- ii. Additional notes on the mechanical plans for the exhaust fans to be relocated or extended.

b. Core Sample results on the Weight and Cardio Room:

- i. Weight and Cardio room roof was inspected and found to be a coated metal panel. No core sample is available.

c. Question on Liquidated Damages:

Liquidated Damages

- i. Contractor acknowledges time is of the essence and delayed performance constitutes a compensable inconvenience to the City and its residents and liquidated damages shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed beyond the schedule agreed upon by the City and Contractor, Contractor shall be assessed One Hundred Dollars (\$100) per day or Five Hundred Dollars (\$500) per day if the Not to Exceed amount for this Agreement is over Ninety-nine Thousand Dollars (\$99,000).
- ii. Contractor will provide a written schedule for the work to be completed to the City for review and approval at the Pre-Construction meeting. Any changes to the written schedule must be authorized by written amendment executed by the City.
- iii. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the City of any its rights. Any liquidated damages assessed shall not relieve Contractor from liability for any damages

or costs of other contractors caused by a failure of Contractor to complete the work by or on Final Completion date. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the City.

d. Will Interviews be conducted for contractors:

- i. Pre-Bid Meeting: Wednesday, May 7, 2025, at 9am
- ii. Questions Deadline: Friday, May 30, 2025, at 3pm
- iii. Final Addendum Published: Friday, June 6, 2025
- iv. **Bid Submittal Deadline:** Wednesday, June 11, 2025, at 3pm
 - i. **Interviews will be only be conducted based on bids provided.**
 - 1. An evaluation of bid materials and pricing will be conducted by City Staff and will then determine if an interview will be needed to make a final decision.

e. NEW Notice of Award deadline: Friday, June 27, 2025

1.03 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this __ 11th ____ day of 20_ 25 _.

Remington Builders

Name of Bidder

Remington Smith

Authorized Officer

Owner

Title

END OF ADDENDUM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Twin Lakes Insurance Agency PO Box 970 Lees Summit MO 64063	CONTACT NAME: Marge Dunn PHONE (A/C, No, Ext): 816-525-2125 E-MAIL ADDRESS: info@twinlakesins.com	FAX (A/C, No): 816-525-4049
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Gemini Insurance Company		
INSURER B : Pinnacol Assurance Company		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1451943645

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	VIGP028998	10/29/2024	10/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ \$0			VIFX003468	10/29/2024	10/29/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	4247464	11/1/2024	11/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Professional Liability			4247464	11/1/2024	11/1/2025	Limit Aggregate \$ 1,000,000 SIR/Deductible \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and all other parties required under a written contract are named as additional insureds with respects to General Liability including completed operations on a Primary & Non-Contributory basis. A Waiver of Subrogation is provided with respect to general liability where allowed by law & required by a written contract.

Project: City of Manitou Springs Pool and Fitness Center Roof Construction, 202 Manitou Ave., Manitou Springs, CO 80829

CERTIFICATE HOLDER**CANCELLATION**

City of Manitou Springs
606 Manitou Ave.
Manitou Springs CO 80829

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Memorandum

Title: Consideration of a Grant Revision Proposal - Presented by the Manitou Arts, Culture and Heritage Board

From: Ralph Routon, Chair, Manitou Arts, Culture and Heritage Board

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

July 15, 2025

Purpose:

Consider a proposal to revise the Manitou Arts, Culture and Heritage (MACH) grant, "The Legend of Manitou Springs" by local artist Natalia Pulido.

Background:

Pulido received a grant of \$4,849 to produce a historical mural on the outside wall of a downtown building. Those plans fell through, and Pulido now has a new proposal and location for the mural. The MACH Board sees these changes as substantial enough to require a new MACH recommendation for City Council's consideration. At a special meeting on July 10, 2025, the MACH Board decided how to proceed.

Pros and Cons:

Pros: Pulido has the ability and ideas to create an impactful mural, adding to Manitou's renowned public art inventory. The cost is also very reasonable and has already been paid for by a funded MACH grant.

Cons: The change in location could lessen the appeal and time could become a factor in being able to complete the project by the end of 2025.

Fiscal Impact:

None, MACH grant is already funded.

Workload Impact:

None, as the artist is able to take care of installation.

Recommended Action:

Move to approve the new recommendation from the MACH Board.

“The Legend of Manitou Springs”

Supportive material for City Council agenda item, 7-15-2025

This is the initial grant request by Natalia Pulido for \$8,500, which was recommended for partial funding of \$4,849 by the MACH Board and approved by City Council in March 2025. Pulido accepted the funding with the commitment that she could complete the project by the end of 2025.

This project embodies the goals of Plan Manitou Arts & Culture (AC-1 & AC-2.2) to “promote our identity as an arts and culture destination and increase the visibility of art and cultural activities unique to our community and support opportunities to include art installations by local artists and other creative projects and solutions as part of public infrastructure, facilities, amenities and public spaces.”

Elevator pitch: How would you describe your project in one paragraph or less?

I'm a Manitou Springs artist collaborating with a local business owner Shemi Shlomo to create a mural on 720 Manitou Avenue celebrating our city's heritage and creative spirit. By depicting iconic local legends and cultural highlights, this artwork will serve a striking gateway for visitor entering downtown Manitou Springs and introducing them to the unique characters, stories, and traditions that define our community of Manitou Springs.

What is your timeline for spending these requested funds?

1. Concept and Design (Week 1-2) - Finalize mural concept, gather community input, and purchase any initial design materials.
2. Materials Acquisition (Week 3) - Purchase paints, primers, sealants, and other supplies. Ensure all items are on -site before the painting begins.
3. Site Prep and Mural Execution (Week 4-7) - Prepping the wall surface and execute mural. weather permitting.
4. Finishing Touches and cleanup (Week 8) - Add protective coating, anti-graffiti sealants, and final detailing.

Organization/Artist background and mission statement

Natalia Pulido is a Latina indigenous artist based in Manitou Springs, Colorado, known for her versatility in multiple mediums, including oils, acrylics, waters and other media. As an

international artist, her work has been showcased across North, Central and South America, reflecting a broad artistic range and deep multicultural influences.

Natalia's art serves as a celebration of unity between cultures, tradition, and the land, inviting viewers to discover their own sense of belonging in her imagery. Through compositions and vivid storytelling, she aims to bridge communities by highlighting the shared narratives that link us to one another and to nature. By capturing the spirit of Colorado's landscape and wildlife, Natalia aspires to evoke wonder and spark dialogue, ultimately encouraging a deeper appreciation for the environments we inhabit and the diverse cultures that shape our collective identity.

Describe the program or project the grant will be used for

This grant will help funding a public art initiative in Manitou Springs, where I will collaborate with local business owner to create a large-scale mural reflecting Manitou's unique heritage. The project encompasses every phase of the mural development, including design, material acquisition, community engagement, and final execution.

What impact are you hoping to have on the community and how will you evaluate your success?

After meeting and having a long conversation with business site owner Shemi Shlomo, the primary goal is to spotlight the rich culture and history of Manitou Springs, sparking renewed interest among both tourists and locals. By weaving local legends and traditions into the mural's design, I hope to prompt the viewers to ask questions, learn more about the town's connection within the community, while creating a memorable point of interest for visitors and locals alike.

How are the people carrying out this program qualified and prepared to do so?

With over 25 years of experience creating art across various mediums, including large-scale murals and public installations, I bring a deep understanding of what it takes to plan and execute impactful community-driven artwork. Over the course of my career, I've collaborated with local businesses, outdoor brands, civic organizations, and cities, honing a skill set that encompasses everything from creative design.

My lead assistant further strengthens our collective expertise, contributing more than 30 years of experience in public art. Together, we've managed large-scale mural projects, coordinating logistics such as budgeting, materials acquisition, and team oversight. We also share a passion for engaging the public throughout every state, inviting input, addressing site-specific needs, and delivering a final piece that both reflects and celebrates the community it serves.

Anti-discrimination statement adopted by your board of directors or involved artists/groups

We are committed to creating and maintaining an inclusive environment where all individuals are treated with respect and dignity. We do not tolerate discrimination on the basis of race, color, religion, national origin, gender, sexual orientation, age, disability, and other legally protected characteristics. Our project aims to celebrate diversity, foster equity and ensure that every person's voice and creativity can flourish.

TO: MACH Board and the City of Manitou Springs,

This note is to confirm that the Rockey Art Museum has been in discussion with Natalia and Manuel Pulido regarding a potential mural for the side of the building at 10 Canon Avenue.

We like the initial ideas, and look forward to collaboratively providing helpful guidances to the artists' development of the project's visual and narrative concepts of the positive impacts of Rockey's presence, works and legacy.

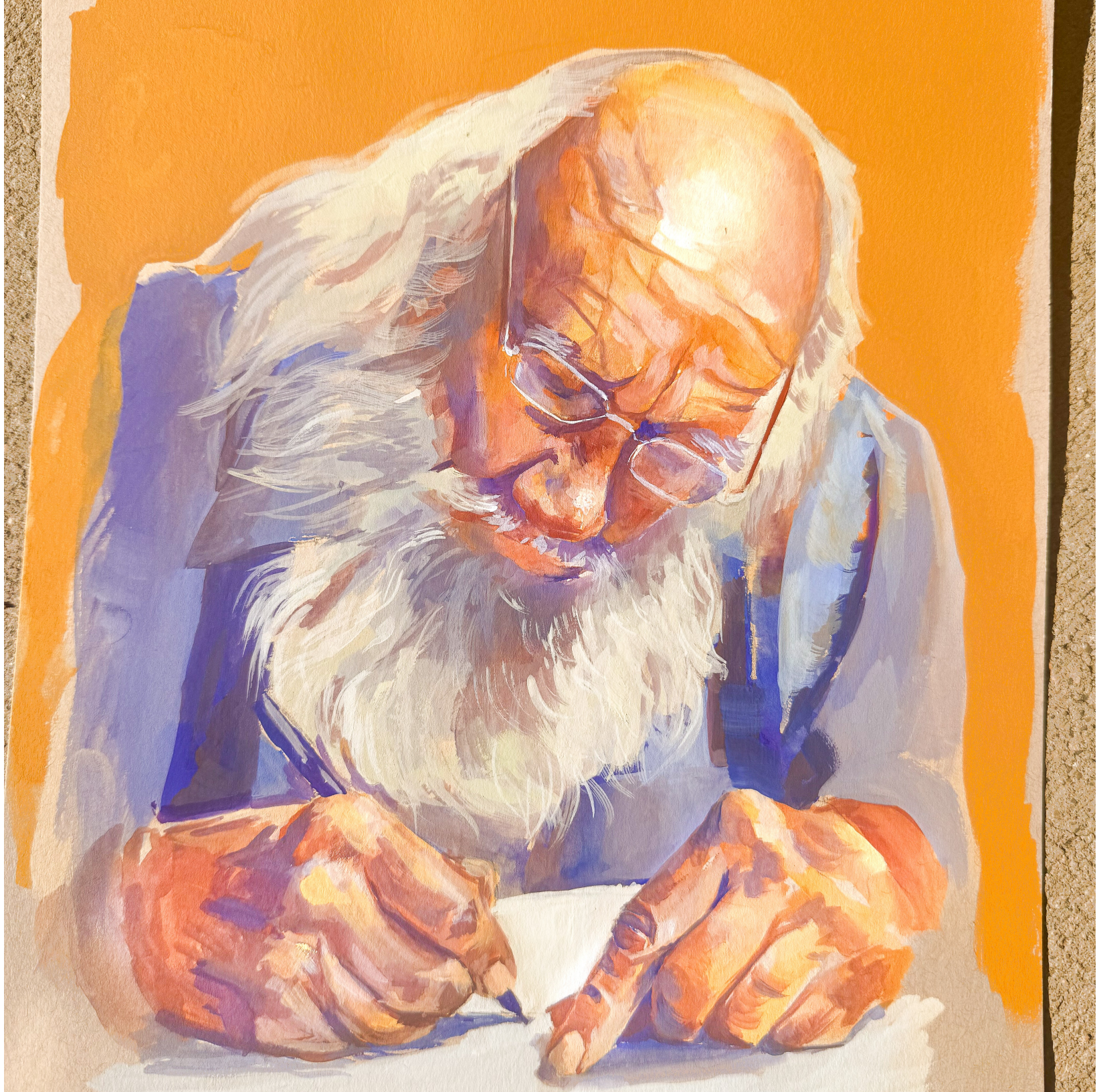
Manuel's and Natalia's special personal and artistic experience and attunement with Rockey and the many aspects of his positive influence in his community, and, importantly at this juncture, as also attuned and in alignment with the defining elements and parameters held by Rockey and his family, altogether put the potentials of this project on a successful track.

Please contact us should you have questions about the museum, the building, or the mural.

Thank you,

Lana Elliott and David Ball

Rockey Art Museum Managers







Memorandum

Title: Approval of Ordinance No. 1525, An Emergency Ordinance of the City of Manitou Springs, Colorado Amending the Manitou Springs Municipal Code to Regulate Accessory Dwelling Units in Compliance with Colorado House Bill 24-1152

From: Fred Rollenhagen, Planning Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 15 Minutes

July 15, 2025

Purpose:

The purpose of this emergency ordinance is to expeditiously revise the Municipal Code to allow the use of accessory dwelling units (ADUs) on properties where primary single-household dwelling units are permitted, in order to comply with Colorado House Bill 24-1152, which requires certain communities in the State, including the City of Manitou Springs, to allow ADUs. The deadline to come into compliance with this law was June 30, 2025.

Emergency ordinances for the preservation of public property, health, peace, or safety shall be approved only by the unanimous vote of Councilmen present. The facts showing such urgency and need shall be specifically stated in the measure itself. No ordinance making a grant of any special privilege, levying taxes, or fixing rates charged by any city-owned utility shall ever be passed as an emergency measure. A public hearing, a second reading, and a first publication as provided in Section 5.8(d), are not required. An emergency ordinance shall take effect upon passage. Publication shall be within 10 days, or as soon thereafter as possible.

Background:

In May 2024, the Colorado Legislature passed House Bill 24-1152 that created a series of requirements related to accessory dwelling units. It established unique requirements for subject jurisdictions beginning on or after June 30, 2025, to allow at least one ADU as an accessory use to a single-unit detached dwelling in any part of the subject jurisdiction where the subject jurisdiction allows single-unit detached dwellings. It also prohibits subject jurisdictions from enacting or enforcing certain local laws or otherwise acting in certain ways that would restrict the construction or conversion of an accessory dwelling unit.

Staff and the City Planning Commission (CPC) have been deliberately reviewing various alternatives for ADU regulation over the last several months and have already



held three (3) work sessions on the matter. While it was fully the intent and plan to have a completed recommendation to City Council prior to the June 30 deadline, it has taken longer than anticipated to review alternatives and understand the real impacts of ADUs within the City. Staff anticipate that a CPC recommendation will be ready for Council consideration within the next 2 to 3 months.

Pros and Cons:

Pros: There are two (2) benefits to adopting this emergency ordinance; 1) it will assure that the City is in compliance with state law, and 2) it provides additional time for the City Planning Commission to adequately and thoroughly review the issues surrounding ADUs and provide Council with a complete and informed recommendation.

Cons: There are no known cons at this time.

Fiscal Impact:

The resulting development of new ADUs from the adoption of this emergency Ordinance is unknown at this time, but Staff has observed very little interest in ADU construction in the City in the near term.

Workload Impact:

The draft Emergency Ordinance required minimal time to prepare and produce. Staff anticipate a relatively low workload impact in the near term due to the low level of interest in building new ADUs and do not anticipate many applications for ADUs in the near future. Staff anticipates higher interest after the final ADU ordinance is recommended by the City Planning Commission that will come for Council consideration in the next few months.

Recommended Action:

Move to adopt Ordinance No. 1525, an emergency ordinance of the City of Manitou Springs, Colorado amending the Manitou Springs Municipal Code to regulate accessory dwelling units in compliance with Colorado House Bill 24-1152.

ORDINANCE

AN EMERGENCY ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO AMENDING THE MANITOU SPRINGS MUNICIPAL CODE TO REGULATE ACCESSORY DWELLING UNITS IN COMPLIANCE WITH COLORADO HOUSE BILL 24-1152

WHEREAS, the City Council desires to amend the Manitou Springs Municipal Code (the “Code”) to regulate accessory dwelling units (“ADUs”) in compliance with House Bill 24-1152; and

WHEREAS, the amendments below are intended to bring the City into immediate compliance with House Bill 24-1152; namely, by permitting them in residential zone districts that allow detached single family dwellings and by implementing an administrative review process for ADUs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO, THAT:

Section 1: A new Section 18.04.3.7 is hereby added to the Manitou Springs Municipal Code to read as follows:

18.04.3.7 Accessory Dwelling Unit

- A. Defined. An internal, attached, or detached dwelling unit that:
 - 1. Provides complete independent living facilities for one or more individuals;
 - 2. Is located on the same lot as a proposed or existing primary residence; and
 - 3. Includes facilities for living, sleeping, eating, cooking, and sanitation.
- B. Accessory Dwelling Units shall be no less than 500 square feet in total habitable space, and no more than 750 square feet in total habitable space.
- C. Density measurements found in Section 18.02.1.4 shall not apply to an accessory dwelling unit.
- D. Dimensional Standards applied to an accessory dwelling unit shall be that of a permanent principal structure found in Table 18.02.2.

E. An accessory dwelling unit shall not be permitted for use as a short-term rental as defined under Section 18.04.5.4.

Section 2: A new Subsection 7 is hereby added to Section 18.06.4.11(B) of the Manitou Springs Municipal Code to read as follows:

The construction or alteration of an accessory dwelling unit as defined under Section 18.04.3.7

Section 3: Subsection A of Section 18.04.5.4 (“Short Term Rental”) of the Manitou Springs Municipal Code is hereby amended to read as follows:

Defined. The rental of a dwelling unit, or a portion thereof, that is rented for purpose of lodging for terms of not less than one day and not more than twenty-nine days also known as a vacation rental. Neither an accessory dwelling unit nor its associated primary single-household dwelling unit, as defined under Section 18.04.3.7, shall be used as a short-term rental.

Section 4: Table 18.04.2.5-1 (“Table of Allowed Uses”) in the Manitou Springs Municipal Code is hereby amended by the addition of “Accessory Dwelling Unit”) under the “RESIDENTIAL USES” category immediately after “Mobile or Manufactured Home Park.” Additionally, the designation “A” shall be entered next to the Accessory Dwelling Unit category under the columns for GR, LDR, and HLDR zone districts.

Section 5: A new Subsection is hereby added to Section 18.04.3.7 of the Manitou Springs Municipal Code to read as follows:

A water tap fee, and a sewer tap fee of ½ the respective water and sewer tap fees for a single-family residence shall be paid to the city for an accessory dwelling unit prior to issuance of a building permit. Should the property on which the accessory dwelling unit is located is subdivided so that the accessory dwelling unit is located on a lot separate from the primary residence, separate water and sewer service lines running from the accessory dwelling unit to the water and sewer mains shall be required and new full single-family residential water and sewer tap fees shall be paid to the City.

Section 6: 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 7: This Ordinance is necessary for the immediate preservation of the public health and safety, because House Bill 24-1152 took effect on June 30, 2025 and to comply with the requirements of the legislation without further delay, the above-referenced revisions to the Manitou Springs Municipal Code are necessary.

Section 8: This ordinance shall take effect immediately upon approval.

Passed on first reading, adopted, and ordered published this 15th day of July 2025.

Mayor, John Graham

Attest: _____
City Clerk, Elena Krebs

Published: July 16, 2025 (in full)
City's Official Website and City Hall