

PUBLIC WORKS MEMORANDUM
#19-2025

DATE: Oct. 13, 2025

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Deputy City Manager *JL*

FROM: Sarah Borgers, Director of Public Works *SB*

SUBJECT: CR-101 – Former City Hall Abatement and Demolition Contract Addendum #1

PURPOSE

To consider CR-101, a resolution approving an addendum to the contract with Fiore & Sons, Inc. for the Former City Hall Abatement and Demolition project to add elevator decommissioning services and material abatement services.

BACKGROUND

In April 2025, the City entered into a contract with Fiore & Sons, Inc. for abatement and demolition services for the former City Hall building. Demolition of this building is a small part of the larger Civic Center Master Plan.

Concurrently, in April 2025, the City entered into a separate contract with a third party for the decommissioning services for the former City Hall elevator. This was a separate contract and was a necessary service to be conducted prior to demolition. Per EPA regulations, the elevator and its complete hydraulic system needs to be removed and disposed of properly.

In July 2025, this third party raised the price of the decommissioning of the elevator from \$8,828.12 to \$67,514.67, claiming that there was a miscommunication in the quoting of their services. Staff promptly contacted Fiore & Sons, Inc. requesting a second quote for the elevator decommissioning services. Fiore & Sons, Inc. provided a quote of \$24,000, which is significantly lower than the third party's price.

In August 2025, during the pre-demolition walkthrough with the contractor, Fiore notified staff that there appeared to be regulated building materials (RBMs) inside of the building, and those materials would need to be inventoried and removed prior to demolition of the building. Fiore included this service as an alternate in their proposal to the City. In September, staff received the RBM inventory from a third party that confirmed there is RBMs that would need to be removed from the building.

Considering both price and timeline of demolition, staff recommends that a contract addendum be approved to add the elevator decommissioning services and RBM removal to the contract with Fiore & Sons, Inc. Staff has notified the third-party elevator contractor that we will not be accepting the price increase and no longer need their services for elevator decommissioning.

BUDGET/TIME IMPLICATIONS

The budget impact of this request is shown in the following table.

The original City Council approval allowed for a contingency of \$42,577.23. The requested addendum exceeds this contingency. Along with approval for this addendum, staff is requesting additional contingency funds to allow for efficient progress forward on this project.

Description	Amount
Original Contract	\$425,772.34
Change Order #1 – Asbestos Flooring Removal	\$3,717.00
Change Order #2 – Utility Termination Changes	\$21,677.50
Addendum #1 – Elevator Decommission and RBM Removal	\$60,495.94
Contingency	\$50,000.00
Project Total	\$561,662.78

STAFF RECOMMENDATION

Attached is CR-101, a resolution that, if approved, would authorize the Mayor to execute Addendum No. 1 to the agreement between the City and Fiore & Sons, Inc. This addendum will add \$60,495.94 to the compensation for a total amount not to exceed \$511,662.78. This resolution will also authorize the City Manager to approve minor changes in the scope of services and execute relevant change orders up to the approved expenditure limit of \$561,662.78. Staff recommends approval of CR-101.

STAFF REFERENCE

If Council members have any questions, please contact Sarah Borgers, Director of Public Works, at sborgers@northglenn.org or 303.450.4005.

ATTACHMENT

1. Contract #2025-091

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-41
Series of 2025


25-41
Series of 2025

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND FIORE & SONS, INC. FOR FORMER CITY HALL ABATEMENT AND DEMOLITION SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Fiore & Sons, Inc., attached hereto, in the amount of \$425,772.34 with a ten percent (10%) contingency of \$42,577.23 for a total amount not to exceed \$468,349.57 for former City Hall abatement and demolition services is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this 14th day of April, 2025.


SHANNON LUKEMAN-HIROMASA
Mayor Pro Tem

ATTEST:


JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 14th day of April 2025, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Fiore & Sons, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires professional services.

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Contractor's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Contractor, the City shall pay Contractor an amount not to exceed four hundred twenty-five thousand seven hundred seventy-two and 34/100 dollars (\$425,772.34). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment

pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Contractor shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete, and Contractor shall furnish the City the specified deliverables as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then 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 shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL 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 professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing

professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for

the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this 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. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section IX. above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance on projects over \$1,000,000 with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall

be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages 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 completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Risk Manager
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that 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 (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

X. NON-ASSIGNABILITY

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.

XI. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. CONFLICT OF INTEREST

The Contractor shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIII. 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 the County of Adams, State of Colorado.

XIV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in 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 the employee of the City for any purposes.

XV. 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.

XVI. ENTIRE AGREEMENT

This Agreement and the attached **Exhibits A and B** is the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be 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.

XVIII. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Contractor: Fiore & Sons, Inc.
80 E 62nd Ave, Ste 101
Denver, CO 80216

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: Shannon Lukeman-Hiromasa

ATTEST:

~~Meredith Leighty~~ Shannon Lukeman-Hiromasa
Print Name

Johanna Small, MMC 04/14/2025
City Clerk Date

Mayor Pro Tem
Title

APPROVED AS TO FORM:

Corey Y. Hoffmann 4/14/2025
City Attorney Date

CONTRACTOR:

By: LARRY E. FIORE JR.
Print Name

ATTEST:

By: Dana Crego
Dana Crego
Project Administrator 04/10/2025
Title Date

PRESIDENT
Title Date



80 East 62nd Avenue, Suite 101
Denver, Colorado 80216
P: (303) 429-8893
www.fioreandsons.com

To:	City Of Northglenn	Contact:	Greg Kothe
Address:	11701 Community Center Drive Northglenn, CO 80233	Phone:	303-450-4045
Project Name:	Northglenn City Hall Abatement & Demo	Bid Number:	25AC06.147
Project Location:	11701 Community Center Drive, Northglenn, CO	Bid Date:	2/27/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
00. General Conditions Expenses					
105	General Conditions Expenses	1.00	LS	\$17,344.56	\$17,344.56
107	Temporary Fencing	1,100.00	LF	\$4.20	\$4,620.00
Total Price for above 00. General Conditions Expenses Items:					\$21,964.56
05. Initial Erosion Control					
115	EC Mobilization	1.00	LS	\$4,119.55	\$4,119.55
120	Silt Fence - 10' Stake Centers	850.00	LF	\$1.51	\$1,283.50
125	Inlet Protection - Filter Fabric	5.00	EACH	\$352.08	\$1,760.40
130	Rock Socks - Wire Mesh	2.00	EACH	\$83.85	\$167.70
Total Price for above 05. Initial Erosion Control Items:					\$7,331.15
15. Hazardous Materials Removal					
145	Asbestos Removal	1.00	LS	\$88,952.39	\$88,952.39
Total Price for above 15. Hazardous Materials Removal Items:					\$88,952.39
20. Mobilization					
155	Equipment Mobilization	1.00	EACH	\$5,715.52	\$5,715.52
160	Street Sweeping	1.00	LS	\$3,646.47	\$3,646.47
Total Price for above 20. Mobilization Items:					\$9,361.99
35. Building Demo/Disposal					
165	Demolish & Haul Off Former Courthouse Building	41,682.00	SF	\$6.08	\$253,426.56
Total Price for above 35. Building Demo/Disposal Items:					\$253,426.56
40. Site/Hardscape Demo					
170	Clear & Grub Surface/Landscape Materials - Includes Scraping Pea Gravel & River Rock Into A Pile Onsite - Includes Stockpiling Landscape Boulders Onsite - Includes Removing & Potting/burlap Sack Plants	1.00	ACRE	\$12,224.85	\$12,224.85
175	Tree Removal - Includes Root Removals	22.00	EACH	\$397.51	\$8,745.22
180	Remove/Dispose Asphalt	2,462.00	SY	\$4.51	\$11,103.62
185	Remove/Dispose Concrete Walks, Pads & Drives	7,400.00	SF	\$1.03	\$7,622.00
190	Remove/Dispose Curb & Gutter	1,440.00	LF	\$3.50	\$5,040.00

Total Price for above 40. Site/Hardscape Demo Items: \$44,735.69

Total Bid Price: \$425,772.34

Alternate #2. Erosion Control Maintenance If Needed

07. Erosion Control Maintenance

135	EC Maintenance *Hourly Unit Price For Maintenance During Construction; 1 Hour Of Crew Time.	1.00 HR	\$1,166.38	\$1,166.38
140	*Labor & Equipment Only; Material For Repairs/Reinstalls, And Inspections Are Not Included. EC Maintenance - Mobilization *Price Is Per Each Mobilization To Perform BMP Maintenance.	1.00 EACH	\$504.91	\$504.91

Total Price for above 07. Erosion Control Maintenance Items: \$1,671.29

Total Price for above Alternate #2. Erosion Control Maintenance If Needed Items: \$1,671.29

Alternate #3. Removal Of RBM's & CFC's If Needed

15. Hazardous Materials Removal

150	RBM's & Refrigerant Recovery/Removal - Allowance	1.00 LS	\$36,495.94	\$36,495.94
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Total Price for above 15. Hazardous Materials Removal Items: \$36,495.94

Total Price for above Alternate #3. Removal Of RBM's & CFC's If Needed Items: \$36,495.94

Notes:

DEMOLISH EXISTING BUILDING AS OUTLINED BELOW:

- Pricing for demolition & removal of the Former Northglenn City Hall as outlined in Attachments A, B, C.1, C.2, D, E, RFP 2025-001 & Addendum 1
- This proposal assumes no underground storage tanks (USTs) are present on the property. If any tanks are discovered, pricing will be provided accordingly.
- The costs for temporary security/fencing is included.
- The proposal includes the cost of temporary portable toilets.
- Property Owner will provide termination of electrical, communication & gas utilities; Fiore & Sons will provide termination of water & sewer.
- The proposal includes public and private utility locates.
- The proposal includes costs for excavating/cutting and capping underground wet utilities within the boundaries of the property.
- Proposal excludes permits and costs for traffic controls, sidewalk/lane closures, pricing available upon request if deemed necessary during our preconstruction meeting
- The proposal includes city and state permitting costs associated with the demolition of structures.
- The proposal includes the necessary mobilization of equipment only once; Additional trip will require additional mobilization costs.
- The proposal includes the cost of water used for dust suppression.
- Foundations and/or foundation caissons will be removed below the finish concrete slab no deeper than 3'.
- Street sweeping is to be carried out throughout Fiore work only as needed.
- Demolish building structures to grade; haul all non-recyclable demolition rubble to landfill for disposal.
- Remove concrete foundations and slabs; transport recyclable rubble to recycling facility. Non-recyclable concrete to be disposed of at an inert landfill facility.
- Pricing does not include the removal of the unknown base materials underneath the concrete slabs and/foundations.
- Upon completion of demolition, all foundation voids will be graded to a safe slope; No imported fill material will be used for backfilling

ABATEMENT SCOPE AS OUTLINED BELOW:

- Removal & Disposal of Approx 8 SF of white fiberglass pipe sealant. Removal to occur using non-friable removal methods, drop poly, small hand tools, HEPA vacuum & PPE.
- Removal & Disposal of Approx 3,160 SF of sheet vinyl flooring. Removal to occur using full containment engineering controls, small hand tools or mechanical floor stripper, HEPA vacuum, & PPE.
- Removal & Disposal of Approx 310 SF of poured flooring. Removal to occur using full containment engineering controls, small hand tools or mechanical floor stripper, HEPA vacuum, & PPE.
- Removal & Disposal of Approx 260 SF of VAT. Removal to occur using secondary containment engineering controls, small hand tools, HEPA vacuum, & PPE.
- Removal & Disposal of Approx 3 SF of sink undercoating. Removal to occur using non-friable removal methods, small hand tools, HEPA vacuum & PPE.
- Removal & Disposal of Approx 1 SF of roof caulking. Removal to occur using non-friable removal methods, small hand tools, HEPA vacuum & PPE.
- Proposal includes the cost for all permits, disposal fees, water trailer & generator

SITE DEMO/CLEAN-UP - Based on Demolition Plan

- The proposal includes the cost to remove & dispose of the trees, shrubs & roots onsite.
- The proposal includes the relocation of the pea gravel, storage of boulders, and proper removal of landscape plants onsite
- The proposal includes the cost for all concrete and asphalt saw cutting for site separation as needed
- Removal/disposal of all site improvements adjacent to the building including trees, shrubs, roots, landscape materials, sidewalks, asphalt, curb & gutter, bollards, retaining walls, and fencing/railings.
- Removal of asphalt paving and hauling to recycling facility.
- All dewatering is excluded from this proposal.
- Removal of concrete curb & gutter/crossspan, sidewalks as shown on demolition plans.
- Proposal excludes all areas within the right of way
- Proposal excludes the removals of all underground utilities
- The proposal includes the cost to remove/dispose light pole & concrete caissons; disconnection of service by others

• **Erosion Control General Notes/Clarifications:**

- This Bid was generated per Contractors take-off Estimates and provided specifics
- Due to unforeseen conditions such as : Typical construction activity, changes in construction schedule and/ or design, severe weather, vandalism, etc.. This bid does not warranty any Erosion Control devices other than for manufacture defect or improper installation
- Materials are subject to availability at time of service. Substitutions may be required.
- No Erosion Control devices are included in this proposal unless specifically identified above.
- This Bid does not include any Bonds, Permits, Engineering, Testing, Survey or layouts.
- This Bid does not include Davis Bacon wages or Certified Wages.
- In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with a 1.5% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE OF 18%, will be assessed until paid in full.
- This bid does not include any extras for unforeseen conditions- Rock, Concrete, Frost and / or unknown obstructions preventing proper install of BMP's.
- This Bid assumes adequate access for trucks, trailers and equipment needed to perform project.
- To No fault of our own, additional work or lapses in work schedule causing additional Mobilization are billed per Ea. Discipline.
- This bid does not include soil import, export, grading and placement of soil.
- This bid does not include Traffic Control
- This Bid does not include cutting / removal / replacement of asphalt and/or concrete.
- This bid does not include Wire Backed or Reinforced Silt Fence. Silt Fence requiring Hand Trenching will be billed at \$2.65/LF

Seeding (Only Applicable if Temp Seeding/Mulching included as scope item(s) in proposal):

- Site to be delivered in weed free conditions and graded, free of debris.
- This bid assumes all soil preparation can be performed using standard agricultural equipment. Does not include specialized equipment for heavily compacted soils.
- Seeding outside of typical growing seasons may require the Contractor to sign- off.
- Weather can delay schedule. Not liable for delays due to weather.
- This bid does not include water. Water/Cost of to be provided by Contractor at minimum rate of (150 GM) within 5 miles of project.
- This bid does not include maintenance, watering or warranty of any seeded areas
- Unless specifically stated, this bid does not include any soil amendments or conditioning

- Proposal is valid for 30 days – if an agreement is not executed within 30 days of submission, we reserve the right to validate our pricing and update if necessary, prior to contract execution.

Pricing provided herein is subject to change as design advances

Proposal is subject to review and modification of contractual agreement and scope exhibit as needed to reach mutually agreeable terms

Proposal is based on normal working hours of Monday – Friday, 7AM – 7PM. If limitations to this window are placed, we reserve the right to adjust our pricing accordingly.

Pricing assumes construction water is available from existing hydrant(s) adjacent to the site providing a minimum flow rate of 350 GPM (per hydrant) **see project specific notes below for water requirements**

UNLESS SPECIFICALLY NOTED OTHERWISE, THE FOLLOWING ITEMS ARE EXCLUDED FROM THIS PROPOSAL:

- Permits (Including but not limited to – ROW Permits, CDPHE Stormwater Discharge Permit, Local Stormwater Permits, Dewatering Discharge Permits, Development & Building Permits, utility extension agreements)
- Traffic Control
- Erosion Control Maintenance
- Surveying/Construction staking, survey as-builts
- Handling, removal, remediation of any unsuitable, contaminated or hazardous materials
- Tapping fees
- Engineering
- Material Testing/Sampling
- Dewatering
- Rock Excavation (defined as any rock harder than 50/4)
- Special insurance (limits or coverages exceeding those Indicated below)
- Bonds (if P&P bonds are required, approximate rate is 1.0% - 1.5%, Depending on contract value)
- Material cost escalation
- Extended Warranty period (exceeding 1 year after substantial completion of respective scope(s))
- Cold weather protection or mitigation: blanketing, snow/frost removal, ground thaw units, etc.
- Excavation/trenching, bedding, backfill or any other work associated with dry utilities, mechanical, electrical, plumbing, telecom, gas, fiber, and/or any elements shown on landscape and irrigation drawings
- Foundation excavation or backfill
- Shoring, bracing & Underpinning
- Protection, support, relocation, or repair/replacement of any existing utilities, structures, or pavements
- OCIP/CCIP fees that exceed our premium savings
- Landscape (including topsoil and/or soil amendments) and irrigation (temp or permanent)

FIORE & SONS, INC. STANDARD INSURANCE COVERAGE:

Commercial General Liability:

- Each Occurrence: \$2,000,000
- General Aggregate: \$4,000,000

Auto Liability:

- Combined Single Limit \$2,000,000

Umbrella Liability:

- Each Occurrence: \$10,000,000

Aggregate:

- \$10,000,000

Workers Comp:

- Each Accident: \$1,000,000
- E.L. Disease – EA Employee: \$1,000,000
- E.L. Disease – Policy Limit: \$1,000,000

TERMS OF PAYMENT:


All work and/or material to be as described subject to specific inclusion and/or exclusions. All work shall be completed in a workmanlike manner according to standard practices. Any variations from above Scope of Work will be subject to change order pricing.

Terms and conditions of payment: Partial payments paid in full monthly, based upon percentage of completion; balance due upon completion of work.

All invoices NET 10 unless otherwise stipulated. Costs of collection to include late fees of 18%.

Legal fees or other reasonable costs of collection shall be added to amounts invoiced and due as incurred.

PROPOSAL IS VALID FOR 30 DAYS, AND SUBJECT TO REVIEW THEREAFTER.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Fiore & Sons Inc</p> <p>Authorized Signature: </p> <p>Estimator: Angie Cole (651) 494-8438 angie.cole@fioreandsons.com</p>
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SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-101
Series of 2025

Series of 2025

A RESOLUTION APPROVING ADDENDUM #1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND FIORE & SONS, INC. FOR FORMER CITY HALL ABATEMENT AND DEMOLITION SERVICES

WHEREAS, the City of Northglenn entered into a Professional Services Agreement dated April 14, 2025 with Fiore & Sons, Inc. for an amount not to exceed \$425,772.34 for abatement and demolition services for the former City Hall building;

WHEREAS, the City has approved Change Order #1 in the amount of \$3,717.00 for asbestos flooring removal and Change Order #2 in the amount of \$21,677.50 for utility termination changes; and

WHEREAS, the City desires to supplement the Agreement with Addendum #1 to allow for an additional scope of services to complete the abatement and demolition project.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO THAT:

Section 1. Addendum #1 to the Professional Services Agreement between the City of Northglenn and Fiore & Sons, Inc., attached hereto, in the amount of \$60,495.94 with a contingency of \$50,000.00 for a total project amount not to exceed \$561,662.78 for former City Hall abatement and demolition services is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2025.

MEREDITH LEIGHTY
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, MMC
City Clerk

COREY Y. HOFFMANN
City Attorney

ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Fiore & Sons, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. On April 15, 2025 the City and Contractor entered into an Agreement for Professional Services for the Former City Hall Abatement and Demolition Services Project (the "Agreement"), for an amount not to exceed \$425,772.34 with Council authorized contingency of \$42,577.23.

B. On June 27, 2025 the City authorized Change Order #1 in the amount of \$3,717 from the authorized contingency, increasing the Agreement to an amount not to exceed \$429,489.34.

C. On July 29, 2025 the City authorized Change Order #2 in the amount of \$21,677.50 from the authorized contingency, increasing the Agreement to an amount not to exceed \$451,166.84.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, services as needed in the manner provided in the Agreement.

1. The Scope of Services in the Agreement is hereby supplemented to increase the Scope of Services to include Alternate #3 for Removal of RBM's & CFC's and for Elevator Decommissioning attached hereto as **Exhibit A** and incorporated herein by this reference (the "Additional Scope of Services"). Contractor shall commence work on the Additional Scope of Services upon Notice to Proceed.

2. Compensation for the Additional Scope of Services shall be in an amount not to exceed sixty thousand four hundred ninety-five and 94/100 dollars (\$60,495.94) as listed in the proposals attached as **Exhibits A & B**.

3. Subparagraph A. of Article IV entitled "Compensation" is hereby amended to provide as follows:

A. Compensation shall not exceed five hundred eleven six hundred sixty-two and 78/100 dollars (\$511,662.78).

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement and this Addendum #1 constitute all of the agreements between the City and the Consultant.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe to the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty

Print Name

Mayor

Title

Date

ATTEST:

Date


Johanna Small, MMC
City Clerk

APPROVED AS TO FORM:

Date

Corey Y. Hoffmann
City Attorney

CONSULTANT

By: 

Levi Taylor

Print Name


Project Manager

Title

9/30/25

Date

ATTEST:



Jim Laterra

Print Name

Dir. of PM

Title

9/30/2025

Date

Additional Scope of Services

- Alternate #3. Removal of RBM's & CFC's (Contract #2025-091, Exhibits A & B attached – listed on page 2 of 6)
- Decommission Hydraulic Elevator as described in Change Order Request #3 (attached)



80 East 62nd Avenue, Suite 101
 Denver, Colorado 80216
 P: (303) 429-8893
 www.fioreandsons.com

To:	City Of Northglenn	Contact:	Greg Kothe
Address:	11701 Community Center Drive Northglenn, CO 80233	Phone:	303-450-4045
Project Name:	Northglenn City Hall Abatement & Demo	Fax:	
Project Location:	11701 Community Center Drive, Northglenn, CO	Bid Number:	25AC06.147
		Bid Date:	2/27/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
00. General Conditions Expenses					
105	General Conditions Expenses	1.00	LS	\$17,344.56	\$17,344.56
107	Temporary Fencing	1,100.00	LF	\$4.20	\$4,620.00
Total Price for above 00. General Conditions Expenses Items:					\$21,964.56
05. Initial Erosion Control					
115	EC Mobilization	1.00	LS	\$4,119.55	\$4,119.55
120	Silt Fence - 10' Stake Centers	850.00	LF	\$1.51	\$1,283.50
125	Inlet Protection - Filter Fabric	5.00	EACH	\$352.08	\$1,760.40
130	Rock Socks - Wire Mesh	2.00	EACH	\$83.85	\$167.70
Total Price for above 05. Initial Erosion Control Items:					\$7,331.15
15. Hazardous Materials Removal					
145	Asbestos Removal	1.00	LS	\$88,952.39	\$88,952.39
Total Price for above 15. Hazardous Materials Removal Items:					\$88,952.39
20. Mobilization					
155	Equipment Mobilization	1.00	EACH	\$5,715.52	\$5,715.52
160	Street Sweeping	1.00	LS	\$3,646.47	\$3,646.47
Total Price for above 20. Mobilization Items:					\$9,361.99
35. Building Demo/Disposal					
165	Demolish & Haul Off Former Courthouse Building	41,682.00	SF	\$6.08	\$253,426.56
Total Price for above 35. Building Demo/Disposal Items:					\$253,426.56
40. Site/Hardscape Demo					
170	Clear & Grub Surface/Landscape Materials - Includes Scraping Pea Gravel & River Rock Into A Pile Onsite - Includes Stockpiling Landscape Boulders Onsite - Includes Removing & Potting/burlap Sack Plants	1.00	ACRE	\$12,224.85	\$12,224.85
175	Tree Removal - Includes Root Removals	22.00	EACH	\$397.51	\$8,745.22
180	Remove/Dispose Asphalt	2,462.00	SY	\$4.51	\$11,103.62
185	Remove/Dispose Concrete Walks, Pads & Drives	7,400.00	SF	\$1.03	\$7,622.00
190	Remove/Dispose Curb & Gutter	1,440.00	LF	\$3.50	\$5,040.00

Total Price for above 40. Site/Hardscape Demo Items: \$44,735.69

Total Bid Price: \$425,772.34

Alternate #2. Erosion Control Maintenance If Needed

07. Erosion Control Maintenance

135	EC Maintenance *Hourly Unit Price For Maintenance During Construction; 1 Hour Of Crew Time.	1.00 HR	\$1,166.38	\$1,166.38
140	*Labor & Equipment Only; Material For Repairs/Reinstalls, And Inspections Are Not Included. EC Maintenance - Mobilization *Price Is Per Each Mobilization To Perform BMP Maintenance.	1.00 EACH	\$504.91	\$504.91

Total Price for above 07. Erosion Control Maintenance Items: \$1,671.29

Total Price for above Alternate #2. Erosion Control Maintenance If Needed Items: \$1,671.29

Alternate #3. Removal Of RBM's & CFC's If Needed

15. Hazardous Materials Removal

150	RBM's & Refrigerant Recovery/Removal - Allowance	1.00 LS	\$36,495.94	\$36,495.94
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Total Price for above 15. Hazardous Materials Removal Items: \$36,495.94

Total Price for above Alternate #3. Removal Of RBM's & CFC's If Needed Items: \$36,495.94

Notes:

DEMOLISH EXISTING BUILDING AS OUTLINED BELOW:

- Pricing for demolition & removal of the Former Northglenn City Hall as outlined in Attachements A, B, C.1, C.2, D, E, RFP 2025-001 & Addendum 1
- This proposal assumes no underground storage tanks (USTs) are present on the property. If any tanks are discovered, pricing will be provided accordingly.
- The costs for temporary security/fencing is included.
- The proposal includes the cost of temporary portable toilets.
- Property Owner will provide termination of electrical, communication & gas utilities; Fiore & Sons will provide termination of water & sewer.
- The proposal includes public and private utility locates.
- The proposal includes costs for excavating/cutting and capping underground wet utilities within the boundaries of the property.
- Proposal excludes permits and costs for traffic controls, sidewalk/lane closures, pricing available upon request if deemed necessary during our preconstruction meeting
- The proposal includes city and state permitting costs associated with the demolition of structures.
- The proposal includes the necessary mobilization of equipment only once; Additional trip will require additional mobilization costs.
- The proposal includes the cost of water used for dust suppression.
- Foundations and/or foundation caissons will be removed below the finish concrete slab no deeper than 3'.
- Street sweeping is to be carried out throughout Fiore work only as needed.
- Demolish building structures to grade; haul all non-recyclable demolition rubble to landfill for disposal.
- Remove concrete foundations and slabs; transport recyclable rubble to recycling facility. Non-recyclable concrete to be disposed of at an inert landfill facility.
- Pricing does not include the removal of the unknown base materials underneath the concrete slabs and/foundations.
- Upon completion of demolition, all foundation voids will be graded to a safe slope; No imported fill material will be used for backfilling

ABATEMENT SCOPE AS OUTLINED BELOW:

- Removal & Disposal of Approx 8 SF of white fiberglass pipe sealant. Removal to occur using non-friable removal methods, drop poly, small hand tools, HEPA vacuum & PPE.
- Removal & Disposal of Approx 3,160 SF of sheet vinyl flooring. Removal to occur using full containment engineering controls, small hand tools or mechanical floor stripper, HEPA vacuum, & PPE.
- Removal & Disposal of Approx 310 SF of poured flooring. Removal to occur using full containment engineering controls, small hand tools or mechanical floor stripper, HEPA vacuum, & PPE.
- Removal & Disposal of Approx 260 SF of VAT. Removal to occur using secondary containment engineering controls, small hand tools, HEPA vacuum, & PPE.
- Removal & Disposal of Approx 3 SF of sink undercoating. Removal to occur using non-friable removal methods, small hand tools, HEPA vacuum & PPE.
- Removal & Disposal of Approx 1 SF of roof caulking. Removal to occur using non-friable removal methods, small hand tools, HEPA vacuum & PPE.
- Proposal includes the cost for all permits, disposal fees, water trailer & generator

SITE DEMO/CLEAN-UP - Based on Demolition Plan

- The proposal includes the cost to remove & dispose of the trees, shrubs & roots onsite.
- The proposal includes the relocation of the pea gravel, storage of boulders, and proper removal of landscape plants onsite
- The proposal includes the cost for all concrete and asphalt saw cutting for site separation as needed
- Removal/disposal of all site improvements adjacent to the building including trees, shrubs, roots, landscape materials, sidewalks, asphalt, curb & gutter, bollards, retaining walls, and fencing/railings.
- Removal of asphalt paving and hauling to recycling facility.
- All dewatering is excluded from this proposal.
- Removal of concrete curb & gutter/crossspan, sidewalks as shown on demolition plans.
- Proposal excludes all areas within the right of way
- Proposal excludes the removals of all underground utilities
- The proposal includes the cost to remove/dispose light pole & concrete caissons; disconnection of service by others

• **Erosion Control General Notes/Clarifications:**

- This Bid was generated per Contractors take-off Estimates and provided specifics
- Due to unforeseen conditions such as : Typical construction activity, changes in construction schedule and/ or design, severe weather, vandalism, etc.. This bid does not warranty any Erosion Control devices other than for manufacture defect or improper installation
- Materials are subject to availability at time of service. Substitutions may be required.
- No Erosion Control devices are included in this proposal unless specifically identified above.
- This Bid does not include any Bonds, Permits, Engineering, Testing, Survey or layouts.
- This Bid does not include Davis Bacon wages or Certified Wages.
- In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with a 1.5% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE OF 18%, will be assessed until paid in full.
- This bid does not include any extras for unforeseen conditions- Rock, Concrete, Frost and / or unknown obstructions preventing proper install of BMP's.
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- Combined Single Limit \$2,000,000

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All invoices NET 10 unless otherwise stipulated. Costs of collection to include late fees of 18%.

Legal fees or other reasonable costs of collection shall be added to amounts invoiced and due as incurred.

PROPOSAL IS VALID FOR 30 DAYS, AND SUBJECT TO REVIEW THEREAFTER.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Fiore & Sons Inc</p> <p>Authorized Signature: </p> <p>Estimator: Angie Cole (651) 494-8438 angie.cole@fioreandsons.com</p>
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