

**Fifth Amendment to Construction Manager at Risk Contract**  
**(Town Hall Expansion (P22-517))**

This Fifth Amendment to Construction Manager at Risk Contract (the "Fifth Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Fransen Pittman Construction, an independent contractor with a principal place of business at 522 Main Street, Windsor, CO 80550 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 12, 2023, the Parties entered into a Construction Manager at Risk Contract (the "Contract");

Whereas, on September 26, 2023, the Parties entered into the First Amendment to the Contract (the "First Amendment");

Whereas, on October 24, 2023, the Parties entered into the Second Amendment to the Contract (the "Second Amendment");

Whereas, on November 14, 2023, the Parties entered into the Third Amendment to the Contract (the "Third Amendment");

Whereas, on August 27, 2024, the Parties entered into the Fourth Amendment to the Contract (the "Fourth Amendment"); and

Whereas, the Parties wish to amend the Contract again as set forth herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 5.02 of the Contract is hereby amended by changes to Section 5.02.A. and the addition of a new Section 5.02.B., to read as follows:

**5.02 *Construction Phase Services Progress Payments; Retainage***

A. The Town may deduct and retain a total of 5% from the total amount of approved Applications for Payments, including Change Orders.

B. After the total amount of the GMP applicable to the New Building Addition has been approved for payment and that percentage of the Work is satisfactorily and finally completed and accepted by the Town, upon written request from Contractor and in the Town's sole discretion, the Town may elect to release payment to Contractor for whatever portions of the retainage amounts withheld in connection with approved Applications for Payment related to the New Building Addition that Town deems to be in the

best interest of the Town. Notwithstanding the foregoing, the Town may elect, in the Town's sole discretion, to reinstate the withholding of up to 5% of all amounts paid towards the total GMP (including Change Orders) that have been approved for payment, plus the amount of any outstanding claims, at any time the Town deems it in the Town's best interest.

2. Except as expressly modified herein, the Contract, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, shall remain in full force and effect.

In Witness Whereof, the Parties have executed this Fifth Amendment as of the Effective Date.

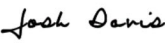
**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

DocuSigned by:  
  
08D28C6DA3E44B2...  
\_\_\_\_\_  
Josh Davis,

State of Colorado                    )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Fransen Pittman Construction.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public