

**First Amendment to Construction Manager at Risk Contract
(Police Department Expansion and Remodel Project (P24-519))**

This First Amendment to Construction Manager at Risk Contract (the "First Amendment") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado 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 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on August 26, 2025, the Parties entered into a Construction Manager at Risk Contract (the "Contract");

Whereas, the Parties wish to amend the Contract 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 4.02 of the Contract is hereby amended by the addition of new subsections A and B.1. to read as follows:

4.02 For Phase 2 - Construction Services:

- A. Bid Package 01 (BP01) proposal from Fransen Pittman, dated September 18, 2025, states an initial guaranteed maximum price (IGMP) of \$41,266,172. Owner and Contractor have agreed that the IGMP establishes the fixed limit of construction cost (FLCC) for the Project, and the final GMP shall not exceed this amount without written approval from the Owner.
- B. In full consideration of early procurement items including, but not limited to, subcontractor contracts, delegated design, pre-cast concrete, structural steel, mechanical and electrical equipment, and elevator equipment during the Construction Phase of the Contract, Owner will pay to Contractor \$10,364,616 ("Early Procurement 1 Cost"). The Early Procurement 1 Cost is based on Bid Package 01 (BP01) proposal from Fransen Pittman dated September 18, 2025, and is further described in the Exhibits identified in paragraph 2 below. Early Procurement 1 Cost shall be paid in accordance with the provisions of the Contract, including but not limited to withholding of applicable retainage.

- 1. Early Procurement 1 Cost is based on 100% design development documents dated August 8, 2025, from D2C Architects. The Early Procurement 1 Cost scope of work is in addition to the previously authorized Phase 1 Pre-Construction Services not-to-exceed fee of \$60,000.

The Contract may be amended at later dates, following Contractor submission of early procurement proposals BP02 and BP03, and development of a mutually agreed upon GMP.

2. Section 8.01.A. of the Contract is hereby amended by the addition of new subsection 10. to read as follows:

10. Contractor Bid Package 01 Exhibits, attached hereto and incorporated herein:

- a. Exhibit A.1 – Design Development Estimate
- b. Exhibit B.1 – Design Development Trend Log
- c. Exhibit C.1 – Bid Package Buyout Summary
- d. Exhibit D.1 – Design Development Drawings & Specifications Index
- e. Exhibit E.1 – Clarifications
- f. Exhibit F.1 – Labor Rates and Insurance Rates
- g. Exhibit G.1 – Standard Tool and Equipment Rates
- h. Exhibit H.1 – Recommended Subcontractors
- i. Exhibit I.1 – Design Development Schedule
- j. Exhibit J.1 – Design Development Allowances

3. Attachment B: Proposal Form is hereby amended as follows:

Project	Police Department Expansion and Remodel Project	
Location	1000 Telleen Avenue, Erie, CO 80516	
Attachment	Attachment B – Proposal Form	
Respondent	Fransen Pittman Construction Company	
Date Updated	Effective date of First Amendment to CMAR	
Scope of Work	Definition	Price
Construction Services	Markup to be applied to actual cost of work (subcontractors, materials, and actual cost of work performed) for Work Package services as a percentage markup.	1.5%

	Refer to Article 13 of the CMAR Contract reimbursable and non-reimbursable costs.	
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4. Remainder of Contract. Except as expressly modified herein, the Contract shall remain in full force and effect.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

DocuSigned by:
Josh Davis
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State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ of Fransen-Pittman Construction Co., Inc.

My commission expires:

(Seal)

Notary Public