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

This Third Amendment to Construction Manager at Risk Contract (the "Third Amendment") is made and entered into this ____ day of _____, 2026 (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, on October 28, 2025, the Parties entered into the First Amendment to the Contract (the "First Amendment");

Whereas, on November 18, 2025, the Parties entered into the Second Amendment to the Contract (the "Second Amendment");

Whereas, the Parties now 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 subsection D to read as follows:

4.02 For Phase 2 - Construction Services:

D. In full consideration of all remaining construction work for the Police Department Expansion and Remodel Project not included in Bid Package 01 or Bid Package 02, including, without limitation: General Conditions; building concrete and precast construction; unit masonry; structural steel and miscellaneous metals; rough and finish carpentry; moisture protection, roofing, metal wall panels, and sealants; Openings; doors, windows, and glazing systems; interior finishes including drywall, ceilings, flooring, and painting; specialties and equipment; furnishings; conveying systems; mechanical, plumbing, and HVAC systems; electrical and low-voltage systems; and all associated coordination, commissioning, and project closeout activities during the Construction Phase of the Contract, the Owner will pay to the Contractor $29,318,751 ("Bid Package 03 Cost").

The Bid Package 03 Cost is based on the proposal from Fransen Pittman dated February 11, 2026, and is further described in the Exhibits identified in paragraph 3 below. The Bid Package 03 Cost shall be paid in accordance with the provisions of the Contract, including, without limitation, the withholding of applicable retainage.

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1. The Bid Package 03 Cost is based on 100% construction documents dated December 22, 2025, Addendum No. 1 dated January 12, 2026, and Addendum No. 2 dated January 16, 2026, prepared by D2C Architects. The Bid Package 03 cost is in addition to the previously authorized Phase 1 Pre-Construction Services and Phase 2 Construction Services not-to-exceed fee of $11,553,204, as set forth in the Second Amendment.
2. Bid Package 03 establishes the final GMP, as that term is defined in Section 2.01.A.1 of the Contract, in the amount of $40,871,955. The GMP includes contingency, project escalation, and other indirect costs as detailed in Exhibit A.3. Such contingencies and allowances are subject to drawn down only as authorized by the Owner in accordance with the Contract Documents.

2. Section 4.02 of the Contract is hereby further amended by the addition of new subsection E to read as follows:

E. Reconciliation of Guaranteed Maximum Price:

1. The final GMP established in subsection D above supersedes and replaces the IGMP of $41,266,172 established in the First Amendment. The Owner acknowledges that the final GMP represents the total fixed limit of construction cost for the Project.
2. The combined total of Bid Package 01, Bid Package 02, and Bid Package 03 costs, together with the Phase 1 Pre-Construction Services fee of $60,000, shall not exceed the final GMP without the Owner's prior written approval.
3. Any unused portions of construction contingency, bidding and buyout contingency, or other allowances included in the GMP shall be returned to the Owner as savings upon final completion of the Project.

3. Section 8.01.A. of the Contract is hereby amended by the addition of new Subsection 11 to read as follows:

11. Contractor Bid Package 03 Exhibits, attached hereto and incorporated herein:

a.3 Exhibit A.3 – 100% Construction Document Estimate (BP03)
b.3 Exhibit B.3 –Trend Log (BP03)
c.3 Exhibit C.3 – Buyout Summary (BP03)
d.3 Exhibit D.3 – Drawings and Specifications Index (BP03)
e.3 Exhibit E.3 – Clarifications (BP03)
f.3 Exhibit F.3 – Labor Rates and Insurance Rates (BP03)
g.3 Exhibit G.3 – Standard Tool and Equipment Rates (BP03)
h.3 Exhibit H.3 – Recommended Subcontractors (BP03)
i.3 Exhibit I.3 – Master Schedule (BP03)

4. Article 3, Section 3.01.C of the Contract is hereby amended to read as follows:

3.01 Construction Phase:

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C. Substantial Completion of the entire Work shall be achieved on or before February 3, 2028, subject to adjustments of the Contract Times as provided in the Contract Documents. In addition, Contractor shall achieve the following interim milestones, subject to approved time extensions:

(i) Addition Core & Shell completion by October 6, 2026;

(ii) Second Floor Addition Buildout completion by February 1, 2027;

(iii) First Floor Addition Buildout completion by April 2, 2027;

(iv) Addition Temporary Certificate of Occupancy by April 13, 2027;

(v) Existing Building Remodel completion by January 5, 2028; and

(vi) Final Certificate of Occupancy by January 31, 2028.

6. Remainder of Contract. Except as expressly modified herein, the Contract shall remain in full force and effect.

[*Signatures to Follow*]

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

DocuSigned by:
Josh Davis
08D28C6DA3E44B2...
Josh Davis, VP of Northern Colorado Operations

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ as _____ of Fransen-Pittman Construction Co., Inc.

My commission expires:

(Seal)

_____
Notary Public