

**AMENDMENT NUMBER 1**  
**to the Contract for Construction Manager at Risk of**  
**Project ID-88-23 - MSC 21-007046 Amendment CMAR - GMP\_MBD MSC**  
**CMAR (the “Project”)**

**THIS AMENDMENT NO. 1 is executed on \_\_\_\_\_, by and between the City of Brighton, Colorado, a home rule Municipal Corporation, (“Owner”) and FCI Constructors, Inc., a Colorado corporation authorized to do business in the State of Colorado, (“Contractor”). Owner and Contractor are individually referred to herein as a “Party” and Collectively as the “Parties.”**

**WHEREAS**, on or about April 8, 2022, the Owner and Contractor entered into the Construction Manager at Risk Agreement (the “Agreement”) for pre-construction services for, and if directed by the Owner, the construction of, the Municipal Service Center, project ID-88-23 - MSC 21-007046 Amendment CMAR - GMP\_MBD MSC CMAR (the “Project”); and

**WHEREAS**, pursuant to the Agreement, the Contractor was to perform Pre-Construction Services under Phase 1 and Construction Services under Phase 2 if the Owner exercises its Phase 2 Option no later than six months after the completion of Phase 1; and

**WHEREAS**, the Parties believe it is in their best interest to amend Article 2 of the Agreement to allow the Owner to exercise its Phase 2 Option at any point after the completion of Phase 1; and

**WHEREAS**, pursuant to Article 5 of the Agreement, Contractor’s receipt of Owner’s Phase 2 Option constitutes Notice to Proceed to the Work for Phase 2; and

**WHEREAS**, pursuant to Article 5 of the Agreement, Contractor shall complete the Work for Phase 2 within a date to be determined by the Parties; and

**WHEREAS**, the current Contract Sum is thirty-four thousand five hundred dollars and 00/100 (\$34,500.00); and

**WHEREAS**, pursuant to Article 4 of the Agreement, the Contractor provided a guaranteed maximum price (GMP) proposal (the “Phase 2 Option Sum) in the amount of twenty-six million one hundred fifty-one thousand four hundred fourteen dollars and 00/100 (\$26,151,414.00) to complete the Work for Phase 2, attached as Amendment No. 1 - Exhibit A.

**NOW THEREFORE**, in consideration of the foregoing, together with other good and sufficient consideration, the Parties hereto promise, covenant, and agree as follows:

A. Article 2 of the Agreement is hereby amended as follows:

Owner may require the performance of the Work under Phase 2 by exercising its option (the "Phase 2 Option"), in writing, directing the Contractor to proceed with performance under Phase 2. The Phase 2 Option may be exercised at any time after the Notice to Proceed is issued for Phase 1.

B. Pursuant to the hereby amended Article 2 of the Agreement and by executing this Amendment No. 1 of the Agreement, the Parties agree that the Owner is exercising its Phase 2 Option and directing the Contractor to proceed with the Work for Phase 2, as described in the Construction Documents.

C. Pursuant to Article 5 of the Agreement, the Parties agree that Contractor's receipt of this fully executed Amendment No. 1 of the Agreement shall constitute Notice to Proceed for Phase 2.

D. Pursuant to Article 5 of the Agreement, the Owner and Contractor agree the Phase 2 Time will be exactly 17 months from the date of final permit approval.

E. Pursuant to Article 5 of the Agreement, the Owner and Contractor agree that the Work for Phase 2, as described in the Construction Documents, shall be fully complete no later than 17 months from the date of final permit approval, as detailed in Amendment No. 1 - Exhibit B, attached hereto and incorporated by reference herein

F. Pursuant to Article 4 of the Agreement, the Owner accepts the Contractor's Phase 2 Sum amount (i.e. the GMP Proposal) of twenty-six million one hundred fifty-one thousand four hundred fourteen dollars and 00/100 (\$26,151,414.00).

G. Pursuant to Article 4 of the Agreement, the Parties agree to increase the current Contract Sum by twenty-six million one hundred fifty-one thousand four hundred fourteen dollars and 00/100 (\$26,151,414.00).

H. Article 9 of the Agreement is hereby amended as follows:

Contractor agrees to communicate with the Owner's Representative its efforts under this Contract. Owner's Representative, along with his or her contact information is as follows: Patrick Rome, [prom@brightonco.gov](mailto:prom@brightonco.gov) or (303) 655-2179. The Owner may designate another person to be the Owner's Representative as long as the Owner notifies the Contractor in writing and provides the new Owner's Representative's contact information.

I. Pursuant to Article 4 of the Agreement, the Contractor shall submit all pay applications to the Owner's Representative as defined in the hereby amended Article 9 of the Agreement.

J. The Parties agree that Amendment No. 1 - Exhibit C, attached hereto and incorporated by reference herein, will become part of the Contract Documents.

- K. That all other provisions of the Agreement not modified or amended herein by this Amendment No. 1 are hereby ratified in their entirety and remain in full force and effect.

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**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 1 to the project ID-88-23 - MSC 21-007046 Amendment CMAR - GMP\_MBD MSC CMAR (the "Project") Contract the day and year written above.

**CITY OF BRIGHTON, COLORADO**

A Home Rule Municipal Corporation

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**ATTEST:**

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**APPROVED AS TO FORM:**

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**FCI Constructors, Inc.**

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