

**FIRST AMENDMENT**  
**TO**  
**CONTRACT FOR**  
**CONSTRUCTION MANAGER AT-RISK (“CMAR”)**  
**PROJECT DELIVERY**

**THIS FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGER AT-RISK PROJECT DELIVERY** (“Amendment”) is made and entered into by and between Williamson Owner, Texas (“Owner”) and Bartlett Cocke General Contractors, LLC (“CMAR”) and being collectively referred to herein as the “Parties”.

**RECITALS**

**WHEREAS**, the Parties executed that certain contract entitled **CONTRACT FOR CONSTRUCTION MANAGER AT-RISK PROJECT DELIVERY** (“Contract”) relating to the Expo Center – West Arena New, Pavilion, Parking Lot Expansion Project, which became effective as of June 25, 2024;

**WHEREAS**, it has become necessary to amend the Contract;

**NOW, THEREFORE**, premises considered, the Parties agree that the Contract is amended as follows:

**AGREEMENTS**

**I. Amendments**

**A. Subsection 7.2.1** of the Contract shall be amended as follows:

At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work and the CMAR's Fee.

**B. Subsection 7.2.4** of the Contract shall be amended as follows:

In preparing the GMP proposal, CMAR shall set out an Owner's Contingency for reference purposes only.

**II. Authority**

Each party hereto represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Contract; and, furthermore, the Contract and this Amendment are the valid, binding and enforceable obligations of such party.

### **III. Terms of Contract Control and Extent of Amendment**

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS (Owner)**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** As Presiding Officer,  
Williamson Owner Commissioners Court

**Date:** \_\_\_\_\_, 20\_\_\_\_

**BARTLETT COCKE GENERAL CONTRACTORS, LLC (CMAR)**

**By:**  \_\_\_\_\_

**Printed Name:** Sean Stevens

**Title:** Vice President of Operations

**Date:** September 25, 2024