

**AMENDMENT NO. 1 TO THE
AGREEMENT
BETWEEN THE
JOHNSON COUNTY
AND
TROPHY CONSTRUCTION SERVICES, LLC**

1. Background Data:

- a. Effective Date of County-Contractor Agreement: November 23, 2015**
- b. County: Johnson County, Texas**
- c. Contractor: Trophy Construction Services, LLC**
- d. Project: Sewer Improvements Project, Contract 7214241**

2. Description of Modifications:

The following terms shall be added to the Agreement.

WHEREAS: The OWNER and the CONTRACTOR previously entered into an Agreement on November 23, 2015 to construct the improvements for the 2014 Texas Community Development Block Grant Sewer improvements project, TDA TxCDBG Contract No. 7214241.

WHEREAS: Since the execution of the Agreement, it has been noted that contract provisions from the General Contract Conditions for Construction were not included.

NOW THEREFORE, the parties do mutually agree to amend the General Contract Conditions for Construction of the Contract Documents with the following additions:

41. Access to Information

(a) The Comptroller General of the United States, the County, TDA, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the County or the administration, construction, engineering or implementation of the TxCDBG award between TDA and the County.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

42. Records Retention

(a) The Contractor shall retain all required records for three (3) years after the County makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

43. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

Johnson County, Texas

OWNER

By:

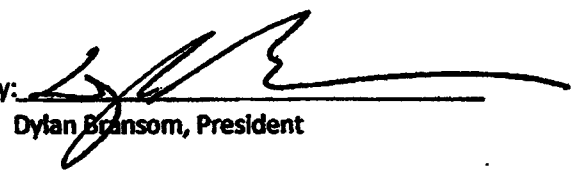

Rodger Harmon, Judge

6/27/16

Trophy Construction Services, LLC

CONTRACTOR

By:


Dytan Bransom, President