

## CONTRACT

THE STATE OF TEXAS                    §

TITUS COUNTY                    §

THIS AGREEMENT is made this 11 day of February, 2013, by and between Titus County, Texas, a political subdivision of the State of Texas, hereinafter called, "COUNTY" and James Construction Group, LLC

a limited liability corporation, whose principal place of business is located at 11200 Industriplex Blvd. Ste. 150 Baton Rouge, LA 70809, and is hereinafter called "Contractor."

WHEREAS, COUNTY has awarded to Contractor a contract for the construction of a Public Works Project generally described as CONSTRUCTION OF A NEW LOCATION, NON-FREEWAY FACILITY, CONSISTING OF GRADING, STRUCTURES, BASE, SURFACING, SIGNALS AND PAVEMENT MARKINGS, FROM PROPOSED US 271 RELIEF ROUTE, EAST TO FM 1735, FM 1000 and being more particularly described in the plans and specifications accompanying this agreement, and;

WHEREAS, Contractor has agreed to construct such Public Works project in conformity with the plans and specifications and to supply all necessary labor and materials at the prices set forth in the bid form submitted by Contractor and accompanying this agreement;


NOW THEREFORE be it agreed by COUNTY and contractor as follows:

1. The following documents attached hereto and accompanying this agreement are incorporated herein, and the provisions set forth therein shall become a part of this agreement:
  - a. Notice to Bidders
  - b. Contractor's Bid Form
  - c. General Provisions and Attachments
  - d. Special provisions
  - e. Technical Provisions including all Plans, Specifications and Technical Requirements
  - f. Contractor's Performance and Payment Bonds
2. It is expressly understood and agreed that COUNTY has available the total maximum sum of funds hereinafter certified available by its COUNTY Auditor for the purpose of satisfying County's obligations under the terms and provisions of this agreement; that notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus

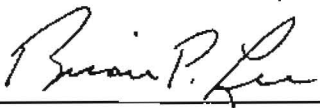
additional amounts of funds from time to time certified, available for the purpose of satisfying County's obligations under the terms and provisions of this agreement. Should County, without cause, fail or refuse to pay Contractor any consideration due under this agreement or fail to refuse to appropriate such additional funds, if any, as may be required to complete the contract work, then the sole and exclusive remedy of Contractor shall be to terminate this agreement and take possession of any goods or materials not then complete in place and for which County had not previously paid the consideration established under this agreement.

3. This Contract, including all items listed under Number 1, contains the whole agreement between the conditions, or collateral agreements, other than those expressly set forth herein.

Effective as of the date first written hereinabove.

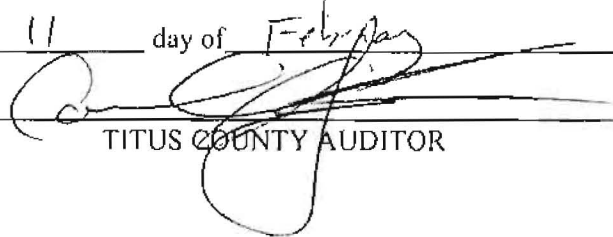
CONTRACTOR  
BY:   
NAME: Danny L. Hester  
TITLE: President  
COMPANY: James Construction Group, LLC

(If this Contract is with a Corporation, it must be executed by an officer thereof and the seal of the Corporation impressed.)

TITUS COUNTY, TEXAS  
  
\_\_\_\_\_  
TITUS COUNTY JUDGE

AUDITOR'S CERTIFICATE

I do certify that funds are available in the amount of \$ 18,846,813.37 to pay the obligation of County under and within the foregoing Agreement.

SIGNED this 11 day of February, 2013  
  
\_\_\_\_\_  
TITUS COUNTY AUDITOR

## ACKNOWLEDGEMENT

### CORPORATE

THE STATE OF Texas §

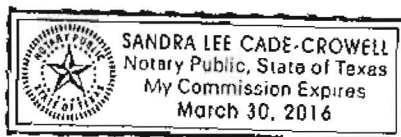
COUNTY OF Bell §

BEFORE ME, the undersigned authority, this day personally appeared known to me to be the

President of the James Construction

Group, LLC Corporation, who being by me first duly sworn, deposed and said that he/she had executed the above and foregoing Document in the capacity stated as the authorized act and deed of said Corporation.

Sandra Lee Cade-Crowell  
NOTARY PUBLIC



Printed Name: Sandra Lee Cade-Crowell

Commission Expires: March 30, 2016

**PARTNERSHIP**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, a General Partner of the \_\_\_\_\_

\_\_\_\_\_ Partnership, who being by me first duly sworn, deposed and said that he/she had executed the above and foregoing Document in the capacity stated as the authorized act and deed of said Partnership.

NOTARY PUBLIC

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

Commission Expires: \_\_\_\_\_

**INDIVIDUAL OR SOLE PROPRIETORSHIP**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, an individual doing business as \_\_\_\_\_

\_\_\_\_\_ who being by me first duly sworn, deposed and said that he/she had executed the above and foregoing Document in the capacity stated and for the purposes and consideration set forth therein.

NOTARY PUBLIC

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

Commission Expires: \_\_\_\_\_

\*EXECUTE APPROPRIATE ACKNOWLEDGMENT FOR CORPORATION, PARTNERSHIP OR INDIVIDUAL CONTRACTOR.



**RESOLUTION OF THE MANAGER  
OF  
JAMES CONSTRUCTION GROUP, LLC**

The undersigned Manager of James Construction Group, L.L.C., a Florida limited liability company (the "Company"), pursuant to Section 5.1 of the Company's Operating Agreement, hereby adopt the following Resolution:

RESOLVED, that the following persons shall serve in the offices set forth opposite their names until the appointment of their successor or their resignation or removal pursuant to the Company's Operating Agreement, and that such officers shall have the authority to sign bids, bonds and contracts on behalf of the Company:

Danny L. Hester	President
Donald B. Bonaventure	Chief Financial Officer – Eastern Group
G. Conrad Bourg	Vice-President
Charles Poole	Vice-President
Jonas Beatty	Infrastructure & Maintenance Division Manager
Kenneth Janke	Vice-President
Rodney James	Vice-President
Pat Pluemeke	Vice-President
Harold D. Patrick, Jr.	Vice-President
Brent Price	Comptroller
Cayetano Silva, III	Vice-President

The foregoing Resolution was adopted on June 15, 2012.

  
\_\_\_\_\_  
Michael D. Killgore, Manager