

AGREEMENT

Titus County ("County") and James Construction Group, LLC ("Contractor") entered into a contract on February 11, 2013 for the construction of FM 1000 within a stated duration of 383 days. As Titus County is completing this project under a reimbursement Agreement with the Texas Department of Transportation ("TxDOT"), the contract duration was set to allow Titus County to receive the reimbursement necessary to meet scheduled debt service payments.

The paving design specifications for this construction stipulated that the 2 course surface treatment could only be placed between May 1 and September 1. As the timeframe for placement of the surface treatment has expired and the Contractor has yet to complete paving operations, the Contractor is now prohibited from completing final paving and striping until May 1, 2015. As the start of reimbursement by TxDOT is still a prime concern for Titus County, the two parties agree to modify certain provision of the contract in order to expedite full completion of the project as quickly as possible after May 1, 2015. Specifically:

1. From the date of this agreement, the Contractor will continue to prosecute the remaining items of work until such time that only seal coat and striping items remain. It is estimated that this work should be completed in late 2014 or early 2015.
2. From the date of completion of all remaining items of work except for seal coat and striping until May 1, 2015, the Contractor will maintain barricades and stormwater pollution prevention plan (SWPPP) measures and be available for any repair work necessary on the unfinished roadway. The contractor will mobilize the forces necessary to expeditiously complete the paving and striping operations on May 1, 2015 or as soon thereafter as weather conditions permit.
3. To provide for the safety of the traveling public, the Contractor will complete the construction of crossroads FM 1735 and FM 2348 to the final configuration utilizing a different design than the one specified in the engineering plans. The Contractor will change the roadway section from 10" of flex base and 2 course surface treatment to 2% cement treated flex base section 10" thick, with 1-1/2" of Hot Mix Asphaltic Concrete (HMAC) as the surface course. HMAC Surface Course will be Type "D".
4. The work on FM 1735 and FM 2348 is critical and therefore substantial progress must be made on these roads by October 20, 2014, the end of scheduled contract duration. If the contractor has made a good faith effort to progress the work on these roads by that date, the County will delay any assessment of liquidated damages. However, if only minimal progress has been achieved, liquidated damages will be assessed until all work on the crossroads is complete.
5. Provided that all terms stipulated in Item 3 are met, the County will, on October 20, extend contract duration by 144 days to allow for the completion of all work referenced in Item 1. This extension of time will result in a contract completion date of May 14.

2015. If the contractor still has not reached Substantial Completion by that date, liquidated damages will be assessed starting on May 15, 2015 at a daily rate of \$4,500.00, as specified by the contract.

6. During this extended time, the Contractor is required to maintain barricades and SWPPP measures at its own cost.
7. The County and the Contractor will make a good faith effort to work together to complete the project by the extended schedule completion date.

The undersigned signatories represent and warrant he or she has full and complete authority to enter into this Agreement on behalf of the party represented, that such Agreement has received the approval necessary from the organization they represent and to bind such party in accordance with the terms and conditions stated above.

TITUS COUNTY

JAMES CONSTRUCTION GROUP, LLC

By: Brian P. Lee
Title: County Judge
Date:

By: Pat Pluenneke
Title: Vice President Heavy Civil Operation, Texas
Date: