

**ASSIGNMENT OF PIGGYBACK AGREEMENT FOR ASPHALTIC
CONCRETE SUPPLY AND PLACEMENT**

For valuable consideration, P&S Paving, Inc., a foreign profit corporation (hereinafter "ASSIGNOR"), hereby transfers and assigns all of its rights and interests under the Piggyback Agreement for Asphaltic Concrete Supply and Placement with an effective date of April 7, 2025, which is attached hereto and incorporated herein as Exhibit "A" (the "Agreement") to C.W. Roberts Contracting, Incorporated, a Florida Corporation (hereinafter "ASSIGNEE").

ASSIGNOR:

P&S Paving, Inc.

By: _____

_____ as its
Vice President and Authorized Agent

Date signed by Assignor: 01/21/26

ASSIGNEE

C.W. Roberts Contracting, Incorporated

By: _____

_____ as its Vice President
and Authorized Agent

Date signed by Assignee: 01/21/24

CONSENT TO ASSIGNMENT

The City of Deltona, Florida, a Florida municipal corporation, hereby consents to the foregoing assignment.

CITY OF DELTONA, FLORIDA

By: _____

Dale "Doc" Dougherty, ICMA-CM, City Manager

Date signed by City: 1-22-26

Attest: _____

Joyce Raftery
City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Deltona only

By: _____

Zackery Good
City Attorney

EXHIBIT "A"

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all Suppliers doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation/enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from sub Suppliers.

☒ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

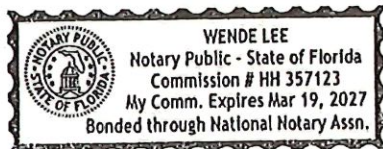
Witness #1 Print Name: Savanna Thiers
Deanna Blaw
Witness #2 Print Name: Deanna Blaw

Print Name: Curtis Long
Title: Vice President
Entity Name: C. W. Roberts Contracting, Inc.

ACKNOWLEDGMENT

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of January, 2026, by Curtis Long
(name of person) as Vice President (type of authority) for C. W. Roberts Contracting, Inc.
(name of party on behalf of whom instrument is executed).



[Signature]
Notary Public (Print, Stamp, or Type as
Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath



Company ID Number: 386152

Approved by:

Employer C.W. Roberts Contracting, Inc.	
Name (Please Type or Print) Treva L. McKenzie	Title
Signature Electronically Signed	Date 01/19/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/19/2011



Company ID Number: 386152

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	C.W. Roberts Contracting, Inc.
Company Facility Address	3660 Hartsfield Rd. Tallahassee, FL 32303
Company Alternate Address	
County or Parish	LEON
Employer Identification Number	591683951
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	8 site(s)



Company ID Number: 386152



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

8



Company ID Number: 386152

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Treva L McKenzie
Phone Number 8503855060
Fax 8503855420
Email tmckenzie@cwcontracting.com

Name Sharon R Mackey
Phone Number 8503798116
Fax 8503798188
Email smackey@cwcontracting.com



Company ID Number: 386152



This list represents the first 20 Program Administrators listed for this company.

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of C. W. Roberts Contracting, Inc., a nongovernmental entity.
3. C. W. Roberts Contracting, Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

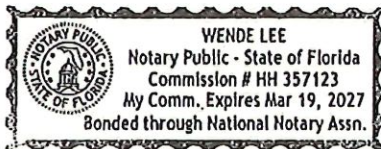
Deanna Blon
Witness #1 Print Name: Deanna Blon
Savanna Thies
Witness #2 Print Name: Savanna Thies

Curtis Long
Print Name: Curtis Long
Vice President
Title: Vice President
C. W. Roberts Contracting, Inc.
Entity Name: C. W. Roberts Contracting, Inc.

OATH OR AFFIRMATION

State of Florida
County of Volusia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20th day of January, 2026, by Curtis Long
(name of person) as Vice President (type of authority) for C. W. Roberts Contracting, Inc.
(name of party on behalf of whom instrument is executed)



Wende Lee
Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. C. W. Roberts Contracting, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Deanna Blaw
Witness #1 Print Name: Deanna Blaw

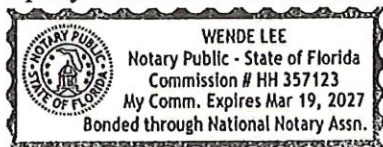
Curtis Long
Print Name: Curtis Long
Title: Vice President
Entity Name: C. W. Roberts Contracting, Inc.

Witness #2 Print Name: Savannah Thomas

OATH OR AFFIRMATION

State of Florida
County of Volusia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20th day of January, 2026, by Curtis Long
(name of person) as Vice President (type of authority) for C. W. Roberts Contracting, Inc.
(name of party on behalf of whom instrument is executed).



Wende Lee
Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath

PIGGYBACK AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Piggyback Agreement for Asphaltic Concrete Supply and Placement ("Agreement") is made as of 04/7/2025, (the "Effective Date") between the City of Deltona, Florida, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida 32725 (the "City") and P&S Paving, Inc., a foreign profit corporation, with its principal place of business located at 3701 Olson Drive, Daytona Beach, FL 32124 (the "Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Purchasing Policies of the City Deltona allow for "piggybacking" of competitively bid governmental contracts; and

WHEREAS, Consultant was awarded a Asphaltic Concrete Supply and Placement Agreement pursuant to County of Volusia, Florida ITB No. 25-B-43JS, which is attached hereto and incorporated herein as Exhibit "A" (the "Volusia County ROA"); and

WHEREAS, Consultant submitted a proposal for services consistent with all terms and conditions of the Volusia County Piggyback, which is attached hereto and incorporated herein as Exhibit "B" (the "P&S Paving, Inc. Submittal"); and

WHEREAS, the City of Deltona City Commission authorized the City Manager to enter into a piggyback agreement with Consultant and issue a purchase order for the Services at the April __, 2025 Regular City Commission Meeting; and

WHEREAS, the State of Florida require that contracts between local governments and business entities include certain required clauses and affidavits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant hereby agree as follows:

1. **County of Volusia Piggyback Ratified.** All terms and conditions of the County of Volusia Piggyback are hereby ratified and remain in full force and effect. In the event of any conflict between the County of Volusia Piggyback and this Agreement, the terms and conditions of this Agreement will apply.
2. **Insurance.** These are mandatory insurance requirements, each requirement listed below must be fulfilled. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in any required insurance coverage during this Agreement shall be considered a material breach. Further it is understood and agreed by Consultant that nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, the City reserves the right to modify the types and limits of insurance to meet the demands of special or unique circumstances.

The insurance obligations under this Agreement shall be all the insurance coverage and/or limits carried by or available to the Consultant or the minimum insurance requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover obligations of the Consultant under this Agreement.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Consultant agrees to have and maintain at its own sole expense, in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring a minimum of thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope, or amount of any such policy or ten-day notice for non-payment of premium.

CONSULTANT EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

Consultant shall provide the City of Deltona with a certificate of insurance naming the City of Deltona, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation/Employer's Liability and Professional Liability policies, as applicable, with the following terms, conditions, limits and other related criteria:

a. **Commercial General Liability:** \$1,000,000 each Occurrence Limit, \$2,000,000 General Aggregate shall include **but shall not be limited to:** bodily injury, property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors' coverage. The Commercial General Liability policy shall be endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010).

b. **Workers' Compensation:** FL Statutory Limits. **Employers Liability Limits:** \$1,000,000 Bodily Injury by Accident per employee; \$1,000,000 Bodily Injury by Disease per employee; \$1,000,000 Bodily Injury by Disease policy limit.

If Consultant's worker's compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Consultant specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Consultant's employee-leasing or co-employment arrangement.

It is specifically agreed that a current Florida Workers Compensation Exemption certificate shall be accepted for P&S Paving, Inc. in lieu of Workers Compensation/Employer's Liability insurance coverage.

Consultant hereby agrees that *prior to* any on-site visit by any other natural person other than Wende Lee, Consultant shall provide a current Florida Workers Compensation Exemption certificate to City staff for approval by City Risk Management.

c. Commercial Automobile Liability: \$1,000,000 Combined Single Limit per occurrence and \$1,000,000 for Bodily Injury per occurrence and \$1,000,000 Property Damage per occurrence;

Based upon Consultant's written statement and representation that no autos and/or other motor vehicles are owned to or otherwise registered by Consultant, only evidence of Hired and Non-Owned Auto Liability coverage shall be required by City at Agreement inception. In order to maintain this **conditional** risk exception, Consultant shall at each subsequent renewal of their Commercial General Liability coverage provide City with an updated written statement and representation referencing same (email acceptable), otherwise evidence of liability insurance for all vehicles (owned, hired and non-owned) with limits outlined above shall be required.

It is specifically agreed that the City of Deltona shall not be liable to the Consultant for any liability arising out of the performance of this Agreement. Consultant specifically waives any and all rights of recovery it may have against the City of Deltona, independent of any waiver of rights of recovery by any insurer.

Consultant agrees to obtain any endorsement that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.

All insurance policies shall be endorsed to provide that (a) Consultant's insurance is **primary and non-contributory** to any other insurance available to the City of Deltona with respect to claims related to this Agreement.

Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.

All insurers must have an AM Best financial and size rating of A-VII or better and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms. Consultant shall promptly notify the City of Deltona in the event of receipt of such notice from an insurer.

Consultant shall provide a copy of any policy coverage form or policy endorsement evidencing insurance coverage as outlined above at any time upon City request.

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: City Risk Management may, in its sole discretion, and subject to any conditions it deems appropriate, relax, change, update, alter or temporarily suspend, in whole or in part, any insurance requirement upon written notice to Consultant.

3. **Notices.** All notices hereunder shall be given in writing by electronic mail with copy by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To City: Dale "Doc" Dougherty, ICMA-CM, City Manager
The City of Deltona
2345 Providence Boulevard
Deltona, FL 32725
Email: doc@deltonafl.gov

To Consultant: Wende Lee
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Email: wlee@pandspavinginc.com

4. **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
5. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
6. **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
7. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a)

the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

8. **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
9. **Venue.** The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Volusia County, Florida.
10. **No Contingent Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
11. **Access to Records and Audit Clause.** Consultant agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Consultant that were generated during the course of the administration of this Agreement. Consultant shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes Chapter 119. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

**Custodian of Public Records: JOYCE RAFTERY, CITY CLERK
Mailing address: 2345 PROVIDENCE BLVD., DELTONA FL, 32725
Telephone number: 386-878-8505
Email: JRAFTERY@DELTONAFL.GOV**

12. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

- a. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- b. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all consultants doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subconsultants; and has executed the required affidavit attached hereto and incorporated herein.
- d. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with

the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

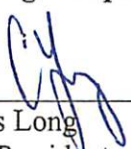
- e. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

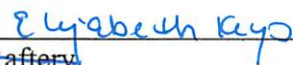
IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Deltona

By: 
Dale "Doc" Dougherty, ICMA-CM
City Manager

P&S Paving, Inc.
A foreign corporation

By: 
Curtis Long
Vice President

Attest: 
~~Joyce Raftery~~
deputy City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Deltona only

By: 
City Attorney

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all consultants doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation/enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subconsultants.

☒ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Shana Ochuzzo

Print Name: Alicia Ochoa

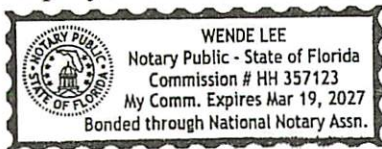
Witness #2 Print Name: Savanna Thress

Title: Human Resources Mgr
Entity Name: P & S Paving, Inc.

ACKNOWLEDGMENT

State of Florida Volusia
County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of April, 2025, by Alicia Ochoa (name of person) as Human Resources Mgr (type of authority) for P & S Paving, Inc. (name of party on behalf of whom instrument is executed).



Wende Lee
Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath

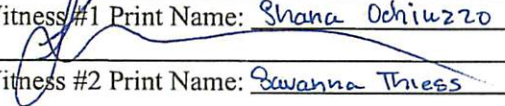
**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

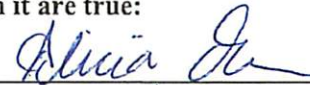
By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of P3S Paving, Inc., a nongovernmental entity.
3. P3S Paving, Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:


Witness #1 Print Name: Shana Ochiuzzo

Witness #2 Print Name: Savannah Thress

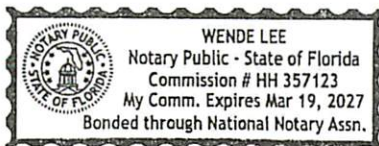
Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

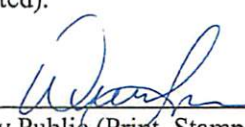

Print Name: Alicia Ochoa
Title: Human Resources Mgr
Entity Name: P3S Paving, Inc.

OATH OR AFFIRMATION

State of Florida
County of Volusia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of April, 2025, by Alicia Ochoa (name of person) as Human Resources Mgr (type of authority) for P3S Paving, Inc. (name of party on behalf of whom instrument is executed).




Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. P3S Paving Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: Shana Ochuzzo

Curtis Long
Print Name: Curtis Long

Witness #2 Print Name: Savanna Thress

Title: Vice President

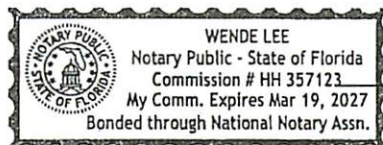
Entity Name: P3S Paving, Inc.

Entity Name: P3S Paving, Inc.

OATH OR AFFIRMATION

State of Florida Volusia
County of Volusia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of April, 2025, by Curtis Long (name of person) as Vice President (type of authority) for P3S Paving Inc (name of party on behalf of whom instrument is executed).



Wende Lee
Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath

"Exhibit A"



COUNTY OF VOLUSIA, FLORIDA

TERMS AND CONDITIONS: ALL SUBMITTALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE RESPONDENT ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. SOLICITATION DOCUMENTS FROM THE RESPONDENT LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER SOLICITATION DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE

RECOMMENDATION OF AWARD

SOLICITATION NUMBER: 25-B-43JS

SOLICITATION TITLE: ASPHALTIC CONCRETE SUPPLY AND PLACEMENT

SOLICITATION CLOSING DATE: February 20, 2025 TIME: 3:00PM

RESPONSE 1 HALIFAX PAVING, INC. 870 Hull Road Ormond Beach, FL 32174 Tyler Kirtan EMAIL: estimating@halifaxpaving.net	RESPONSE 2 ICON CONSTRUCTION ENTERPRISE LLC D/B/A ASPHALT ICONS 1293 N County Rd 426, Suite 117 Oviedo, FL 32765 Kyle Schwinden EMAIL: Kyle@asphalticons.com	RESPONSE 3 MASCI GENERAL CONTRACTOR, INC. 5742 S Ridgewood Avenue Port Orange, FL 32127 Heather Knight EMAIL: masciestimate@mascigc.com
RESPONSE 4 P&S PAVING, INC. 3701 Olson Drive Daytona Beach, FL 32124 Wende Lee EMAIL: wlee@pandspavinginc.com	RESPONSE 5 SPARKS CONCRETE LLC 3080 Steel Rail Drive Bunnell, FL 32110 Billy Sparks EMAIL: sparksconcrete@cfl.rr.com	

Opened by: Jalene Serwanski

Witnessed by: Heidi Ott

Tabulated by: Jalene Serwanski

Date Posted: February 27, 2025

Award Date: March 6, 2025

Award will be effective five (5) business days after the posting date

Recommendation of Award (ROA): Halifax Paving, Inc., Icon Construction Enterprise LLC d/b/a Asphalt Icons, Masci General Contractor, Inc.,

P&S Paving, Inc., Sparks Concrete, LLC

Approved by: Pamela Wilsky
Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing and Contract



County of Volusia
Purchasing and Contracts
Pam Wilsky, Director
123 W. Indiana Ave., DeLand, FL 32720

BID TABULATION
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement
RESPONSE DEADLINE: February 20, 2025 at 3:01 pm
Report Generated: Wednesday, February 26, 2025

ASPHALTIC CONCRETE SUPPLY - PICK UP BY COUNTY					Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	SP-9.5 asphaltic concrete for pick up	1	TON	\$98.00	\$112.20	\$98.23	\$120.00	\$110.00	
2	SP-12.5 asphaltic concrete for pick up	1	TON	\$95.00	\$112.20	\$97.54	\$115.00	\$110.00	

ASPHALTIC CONCRETE - DELIVERED					Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	SP-9.5 asphaltic concrete delivered	1	TON	\$118.00	\$250.00	\$128.71	\$147.00	\$130.00	

EVALUATION TABULATION
 ITB No. 25-B-43JS
 Asphaltic Concrete Supply and Placement

ASPHALTIC CONCRETE - DELIVERED					Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
2	SP-12.5 asphaltic concrete delivered	1	TON	\$115.00	\$250.00	\$127.92	\$142.00	\$130.00	

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR					Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON	\$200.00	\$250.00	\$312.77	\$171.00	\$205.00	
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON	\$150.00	\$195.00	\$122.51	\$160.00	\$155.00	
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON	\$175.00	\$250.00	\$311.12	\$164.00	\$205.00	
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON	\$145.00	\$195.00	\$120.83	\$152.00	\$155.00	
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$312.00	\$355.97	\$209.00	\$215.00	
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$165.00	\$275.00	\$134.98	\$200.00	\$190.00	
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$315.00	\$354.08	\$207.00	\$215.00	

EVALUATION TABULATION
 ITB No. 25-B-43JS
 Asphaltic Concrete Supply and Placement

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR				Hallifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$155.00	\$280.00	\$133.83	\$194.00	\$190.00

MILLING OF EXISTING SURFACES					Hallifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
1	Milling<5,000 SY	1	SY	\$10.00	\$5.80	\$11.94	\$7.70	\$5.00	
2	Milling>=5,000 SY	1	SY	\$5.00	\$4.50	\$4.52	\$5.20	\$3.00	

EVALUATION TABULATION
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

PAVEMENT MARKINGS				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	6" yellow or white pavement markings - painted	1	LF	\$85.00	\$0.70	\$4.20	\$0.90	\$0.80
2	12" yellow or white pavement markings - painted	1	LF	\$2.75	\$1.32	\$10.50	\$3.10	\$1.50
3	18" yellow or white pavement markings - painted	1	LF	\$3.50	\$1.62	\$14.70	\$3.90	\$1.50
4	24" yellow or white pavement markings - painted	1	LF	\$6.50	\$2.39	\$21.00	\$7.30	\$2.00
5	Pavement message - painted	1	EA	\$125.00	\$40.00	\$315.00	\$139.00	\$125.00
6	Arrow - painted	1	EA	\$115.00	\$39.00	\$210.00	\$127.00	\$75.00
7	6" yellow or white pavement markings - thermoplastic	1	LF	\$2.50	\$6.00	\$10.50	\$2.40	\$1.75
8	12" yellow or white pavement markings - thermoplastic	1	LF	\$7.25	\$7.00	\$21.00	\$8.50	\$3.00
9	18" yellow or white pavement markings - thermoplastic	1	LF	\$12.00	\$9.00	\$31.50	\$12.00	\$4.25
10	24" yellow or white pavement markings - thermoplastic	1	LF	\$16.00	\$14.00	\$42.00	\$16.90	\$5.75
11	Pavement message - thermoplastic	1	EA	\$250.00	\$95.00	\$735.00	\$271.00	\$500.00
12	Arrow - thermoplastic	1	EA	\$200.00	\$95.00	\$420.00	\$211.00	\$125.00

EVALUATION TABULATION
 ITB No. 25-B-43JS
 Asphaltic Concrete Supply and Placement

MISCELLANEOUS					Hallfax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
1	Sand, screened, delivered	1	TON	\$30.00	\$90.00	\$37.82	\$29.00	\$75.00	

VENDOR QUESTIONNAIRE PASS/FAIL

"Exhibit B"



County of Volusia
Purchasing and Contracts
Pam Wilsky, Director
123 W. Indiana Ave., Deland, FL 32720

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

RESPONSE DEADLINE: February 20, 2025 at 3:01 pm

Report Generated: Thursday, February 20, 2025

P & S Paving, Inc. Response

CONTACT INFORMATION

Company:

P & S Paving, Inc.

Email:

wlee@pandspavinginc.com

Contact:

Wende Lee

Address:

3701 Olson Drive
Daytona Beach, FL 32124

Phone:

(386) 258-7911 Ext: 127

Website:

pandspavinginc.com

Submission Date:

Feb 19, 2025 3:32 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 18, 2025 5:29 PM by Wende Lee

QUESTIONNAIRE

1. Acknowledgements

ACKNOWLEDGMENT*

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

Yes

REGISTRATION ON SAM.GOV*

For any federally funded project, bidder agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

INSURANCE ACKNOWLEDGEMENT*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

DRUG-FREE WORKPLACE*

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT

Invitation For Bid - Asphaltic Concrete Supply and Placement

Page 3

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

Yes

NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

Curtis Long, Vice President

CONFLICT OF INTEREST*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY VOLUSIA COUNTY BOARD(S) OR COMMITTEE(S)?*

No

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

BY CHECKING YES, THE RESPONDENT AGREES TO COMPLY WITH THE SUBMITTAL BOND REQUIREMENTS AS DESCRIBED IN THIS SECTION ABOVE.*

Yes

3. Public Entity Crime

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the

Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

BY SELECTING 'YES', THE RESPONDENT ACKNOWLEDGES AND AGREES TO THE 'CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.' *

Yes

6. Forms/Documentation

BID SUBMITTAL FORM *

Please download the below documents, complete, and upload.

- [Volusia Bid Submittal Form.pdf](#)

25-B-43JS_Bid_Submittal_Form.pdf

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

Sunbiz_2025.pdf

W-9*

Please attach current W-9 Form

W-9_Form_(Rev_March_2024).pdf

PROOF OF INSURANCE *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

P&S_Paving_2024-25_VC_Blanket_REVISED.pdf

HOLD HARMLESS AGREEMENT

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- Volusia Hold Harmless Agree...

Volusia_Hold_Harmless_Agreement(492425).pdf

PROFESSIONAL CERTIFICATION/LICENSES*

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

James_Combs_-_General_Contractors_License_(Expires_08-31-26).pdf
FDOT_PREQUAL_P_&_S_Paving,_Inc._2024_(EXP_0625).pdf

FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS' DETAIL BY ENTITY NAME REPORT ^
Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

Sunbiz_2025.pdf

CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS*
Certification Affidavit by Prime Contractor as Local Business

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

CERTIFICATION AFFIDAVIT OF SUBCONTRACTOR AS LOCAL BUSINESS *

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

PROHIBITION AGAINST CONTINGENT FEES*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- Prohibition Against Conting...

Prohibition_Against_Contingent_Fees(499042).pdf

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

Download the attached form, complete, and upload completed form.

- [Volusia Human Trafficking A...](#)

Volusia_Human_Trafficking_Affidavit_08-07-2024_Solicitation_Document.pdf

7. Additional Information

DELIVERY AND/OR AVAILABILITY*

Please provide your delivery and/or availability timeframe:

48 hours notice to deliver asphalt. 5 business days to deliver screened sand. 2 weeks advance notice to place asphalt.

DO YOU ACCEPT ELECTRONIC FUNDS TRANSFER (EFT)? *

Yes

IF YES TO EFT QUESTION ABOVE, PROVIDE PERCENTAGE: *

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

None

PAYMENT TERMS *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

No discount.

WHERE IS THE LOCATION OF THE CONTRACTOR'S ASPHALT PLANT?*

Daytona Beach

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

PLEASE SUBMIT YOUR TOTAL NUMBER OF EMPLOYEES. *

257

ARE YOU A SOLE PROPRIETOR? *

Yes

FUEL REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

3.1%

WHICH FUEL TYPE DOES YOUR FIRM USE PRIMARILY: *

diesel fuel

WAGE REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

16%

MATERIALS REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for materials.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

46%

REFERENCES *

Please download the below documents, complete, and upload.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

- [References_Form\(492427\).pdf](#)

Performance_References_VC_Asphaltic_Placement_and_Supply_Bid.pdf

PRICE TABLES

ASPHALTIC CONCRETE SUPPLY - PICK UP BY COUNTY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete for pick up	1	TON	\$120.00	\$120.00
2	SP-12.5 asphaltic concrete for pick up	1	TON	\$115.00	\$115.00

ASPHALTIC CONCRETE - DELIVERED

Pricing for delivered asphaltic concrete is per ton and FOB Destination.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete delivered	1	TON	\$147.00	\$147.00
2	SP-12.5 asphaltic concrete delivered	1	TON	\$142.00	\$142.00

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON	\$171.00	\$171.00
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON	\$160.00	\$160.00
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON	\$164.00	\$164.00
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON	\$152.00	\$152.00

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$209.00	\$209.00
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$200.00	\$200.00
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$207.00	\$207.00
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$194.00	\$194.00

MILLING OF EXISTING SURFACES

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Milling<5,000 SY	1	SY	\$7.70	\$7.70
2	Milling>=5,000 SY	1	SY	\$5.20	\$5.20

PAVEMENT MARKINGS

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	6" yellow or white pavement markings - painted	1	LF	\$0.90	\$0.90
2	12" yellow or white pavement markings - painted	1	LF	\$3.10	\$3.10
3	18" yellow or white pavement markings - painted	1	LF	\$3.90	\$3.90

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	24" yellow or white pavement markings - painted	1	LF	\$7.30	\$7.30
5	Pavement message - painted	1	EA	\$139.00	\$139.00
6	Arrow - painted	1	EA	\$127.00	\$127.00
7	6" yellow or white pavement markings - thermoplastic	1	LF	\$2.40	\$2.40
8	12" yellow or white pavement markings - thermoplastic	1	LF	\$8.50	\$8.50
9	18" yellow or white pavement markings - thermoplastic	1	LF	\$12.00	\$12.00
10	24" yellow or white pavement markings - thermoplastic	1	LF	\$16.90	\$16.90
11	Pavement message - thermoplastic	1	EA	\$271.00	\$271.00
12	Arrow - thermoplastic	1	EA	\$211.00	\$211.00

MISCELLANEOUS

Pricing for delivered screened sand is per ton and FOB Origin.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sand, screened, delivered	1	TON	\$29.00	\$29.00

BID SUBMITTAL FORM

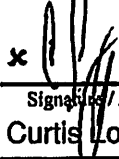
The undersigned hereby declare(s) that [firm name] P & S Paving, Inc.
has carefully examined the specifications to furnish the products and/or services detailed in the
technical specifications or scope of work and will furnish said product or services according to
the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that
I, as the proposer, will comply with all requirements, and that I am duly authorized to execute
this proposal/offer document and any contract(s) and/or other transactions required by award of
this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory
with the firm who is authorized to execute contracts/agreements with the County of Volusia.
Vendor further agrees that by submitting the proposal electronically, the authorized signatory
does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required
Types of Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

x 

Signature / Authorized Signatory

Curtis Long

Printed Name

Vice President

Title

January 18, 2025

Date

P & S Paving, Inc.

Company Name

3701 Olson Drive Daytona Beach, FL 32124

Full Address

386-258-7911

386-258-9313

clong@pandspavinginc.com

Telephone

Fax

E-mail Address

80-345-0667

59-3155035

Dun & Bradstreet #

Federal I.D. #

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P93000000510

Entity Name: P & S PAVING, INC.

Current Principal Place of Business:

3701 OLSON DRIVE
DAYTONA BEACH, FL 32124

Current Mailing Address:

3701 OLSON DRIVE
DAYTONA BEACH, FL 32124 US

FEI Number: 59-3155035

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SIMPSON, SCOTT E
595 WEST GRANADA BLVD.
ORMOND BEACH, FL 32174 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PST
Name PHILLIPS, TIMOTHY W
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

Title VP
Name LONG, CURTIS
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

Title SECRETARY
Name WEST, DIANA L
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DIANA WEST

AUTHORIZED
REPRESENTATIVE

02/10/2025

Electronic Signature of Signing Officer/Director Detail

Date

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) P & S Paving, Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 3701 Olson Drive	Requester's name and address (optional)
6 City, state, and ZIP code Daytona Beach, FL 32124	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

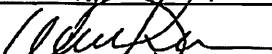
Social security number									
			-				-		
or									
Employer identification number									
5	9	-	3	1	5	5	0	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **August 5, 2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Julie Kuhlman PHONE (A/C, No, Ext): (388) 239-5742 E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com FAX (A/C, No):	
INSURED P&S PAVING INC. 3701 OLSON DRIVE DAYTONA BEACH FL 32124		INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: Great American Assurance Company INSURER C: The Charter Oak Fire Insurance Company INSURER D: Westchester Surplus Lines Insurance Company INSURER E: Travelers Excess and Surplus Lines Company INSURER F:	
		NAIC # 25658 16891 25615 10172 28696	

COVERAGES

CERTIFICATE NUMBER: 2024-25

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	VTC2K-CO-9T259758-IND-24	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	VTC2K-CAP-9T259768-IND-24	05/15/2024	05/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 0	Y	Y	TUE 5070068 01	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-5W448764-24-25-D	05/15/2024	05/15/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	POLLUTION LIABILITY	Y	Y	G73551390 003	05/15/2024	05/15/2025	Each Pollution Condition \$2,000,000 General Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc		NAMED INSURED P&S PAVING INC.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

OTHER POLICIES:

INLAND MARINE-TRAVELERS EXCESS AND SURPLUS LINES COMPANY - (NAIC #29696)-POLICY #QT-630-6W809025-TXS-24-EFFECTIVE 5/15/24 TO 5/15/25-EQUIPMENT LEASED/RENTED \$750,000 LIMIT

INSTALLATION FLOATER-TRAVELERS EXCESS AND SURPLUS LINES COMPANY - (NAIC #29696)-POLICY #QT-630-6W809025-TXS-24-EFFECTIVE 5/15/24 TO 5/15/25-\$200,000 LIMIT

CURRENT BLANKET POLICY FORMS:

GENERAL LIABILITY:

- 1) CG D6 04 0219 - BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (ONGOING & COMPLETED OPERATIONS)
- 2) CGT100 0219 - COMMERCIAL GENERAL LIABILITY COVERAGE FORM (ADDITIONAL INSURED - LESSOR OF EQUIPMENT, ADDITIONAL INSURED - MGR OR LESSOR OF PREMISES; PRIMARY NON-CONTRIBUTORY)
- 3) CG D3 16 0219 - XTEND ENDORSEMENT FOR CONTRACTORS (WAIVER OF SUBROGATION)
- 4) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY

- 1) CA T4 99 - ADDITIONAL INSURED - BLANKET - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE
- 2) CA F2 19 0321 - BUSINESS AUTO EXTENSION ENDORSEMENT - FLORIDA (WAIVER OF SUBROGATION)
- 3) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

EXCESS LIABILITY

- 1) TAU9500 1197 - (FOLLOW-FORM COVERAGE)

THE EXCESS POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, EMPLOYERS LIABILITY, AND AUTO LIABILITY.

WORKERS COMPENSATION

- 1) WC 00 03 13 - WAIVER OF OUR RIGHT TO RECOVER
- 2) WC 99 06 R3 - NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS (30 DAY NOTICE OF CANCELLATION)

POLLUTION LIABILITY

- 1) ENV-3250 1218 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS
- 2) ENV-3251 1218 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS -COMPLETED OPERATIONS HAZARD
- 3) ENV-3143 0305 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 4) ENV-3253 1218 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

Not Applicable

HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or (*the above-named business*) entered into a Contract for _____ (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____
(signature)
Employee 1: _____ (print name) _____
(signature)
Employee 2: _____ (print name) _____
(signature)
Employee 3: _____ (print name) _____
(signature)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me or
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COMBS, JAMES GODFREY

P & S PAVING, INC.
3701 OLSON DRIVE
DAYTONA BEACH, FL 32124

LICENSE NUMBER: CGC1529608

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 18, 2024

P & S PAVING, INC.
3701 OLSON DRIVE
DAYTONA BEACH, FLORIDA 32124

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

BRIDGE DECK OVERLAYS, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, SIDEWALK, Curb & gutter, Driveways, Driving Steel Sheet Piling, Fender Systems, Lift Station, Milling, Pile Driving, Rehabilitation of Concrete Pavement, Reinforced Earth Walls, Retaining wall, Rip Rap, Rubble Rip Rap, Traffic Separators, Underground Utilities (Water & Sewer), Utility Work.

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2025.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P93000000510

Entlty Name: P & S PAVING, INC.

Current Principal Place of Business:

3701 OLSON DRIVE
DAYTONA BEACH, FL 32124

Current Mailing Address:

3701 OLSON DRIVE
DAYTONA BEACH, FL 32124 US

FEI Number: 59-3155035

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SIMPSON, SCOTT E
595 WEST GRANADA BLVD.
ORMOND BEACH, FL 32174 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PST
Name PHILLIPS, TIMOTHY W
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

Title VP
Name LONG, CURTIS
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

Title SECRETARY
Name WEST, DIANA L
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DIANA WEST

AUTHORIZED
REPRESENTATIVE

02/10/2025

Electronic Signature of Signing Officer/Director Detail

Date

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, P & S Paving, Inc., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

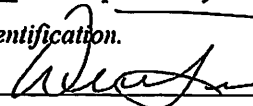
By  _____
(Signature)

Date 02.18.25

By Curtis Long, Vice President
Corporate Officer Name & Title

STATE OF Florida
COUNTY OF Volusia

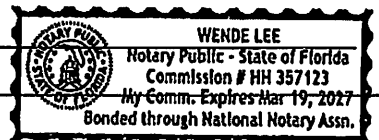
Sworn to/affirmed and subscribed before me this 18th day of February, 2025, by
Curtis Long, who is personally known to me or who has produced
_____ as identification.


NOTARY PUBLIC - STATE OF Florida

Type or print name:

Commission No.: _____

Commission Expires: _____



(Seal)

Contractor Name: P & S Paving, Inc.

Solicitation Number: 23 B 43JS

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: P & S Paving, Inc. ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

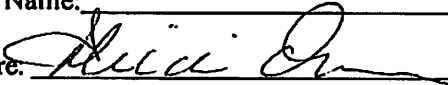
The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Alicia Ochoa Title: Human Resources Manager
Signature:  Date: February 18, 2025



Performance References

Florida Department of Transportation
1650 N Kepler Road
Deland, FL 32724
Margaret LoPiccolo, margaret.lopiccolo@dot.state.fl.us
386-943-5342

P & S Paving, Inc. is currently working on multiple resurfacing and new road construction projects with FDOT.

City of Deland
120 S Florida Ave
Deland FL 32720
Salvatore Lagreca, lagrecas@deland.org
386-676-7202

P & S Paving, Inc. performed annual mill and resurfacing for the city in various subdivisions.

City of Daytona Beach
301 S Ridgewood Ave
Daytona Beach, FL 32114
Joanne Flick, FlickJoanne@CODB.US
386-671-8080

P & S Paving, inc. is currently working on the annual mill and resurfacing contract for streets and parking lots.

3701 Olson Drive
Daytona Beach, FL 32124

www.pandspavinginc.com

FREEPORT OFFICE
160 Industrial Park Road
Freeport, Florida 32439
Phone: (850) 835-3500 • Fax: (850) 835-3519

PANAMA CITY OFFICE
4116 Highway 231 N
Panama City, Florida 32404
Phone: (850) 785-4675 • Fax: (850) 769-7775

GULF COAST TERMINAL
122 South Center Avenue
Panama City, Florida 32404
Phone: (850) 769-7513 • Fax: (850) 769-7594

PENSACOLA OFFICE
4375 McCoy Drive
Pensacola, Florida 32503
Phone: (850) 433-3001 • Fax: (850) 434-8971



www.cwrcontracting.com

CORPORATE OFFICE
3660 Hartsfield Road
Tallahassee, Florida 32303
Phone: (850) 385-5060 • Fax: (850) 385-5420

HOSFORD OFFICE
P.O. Box 188
Hosford, Florida 32334
Phone: (850) 379-8116 • Fax: (850) 379-8188

WILDWOOD OFFICE
4208 County Road 124-A
Wildwood, Florida 34785
Phone: (352) 330-2540 • Fax: (352) 330-2609

PLANT CITY OFFICE
2102 Jim Johnson Road
Plant City, Florida 33566
Phone: (813) 756-2009 • Fax: (813) 659-4436

PALM CITY OFFICE
8530 SW Jayme Way
Palm City, Florida 34990
Phone: (772) 288-0951 • Fax: (772) 288-0983

October 20, 2025

Notice of Acquisition of P&S Paving, Inc.

We are pleased to announce that, as of October 20, 2025, C.W. Roberts Contracting, Incorporated (CWR) has acquired P&S Paving, Inc. (P&S). For more than forty years, CWR has provided grading, paving, and sitework services in our home state of Florida. We pride ourselves on customer satisfaction, creativity, reliability, responsiveness, and safety in all aspects of our operations.

In connection with this transaction, we have acquired all of P&S's operating assets, including its equipment, permits, and project contracts, including your subcontract. If you previously provided bonds and insurance in connection with the subcontract, please provide to us (i) a bond rider with a name change to C.W. Roberts Contracting, Incorporated, and (ii) an updated insurance certificate with C.W. Roberts Contracting, Incorporated listed as an additional insured via email to Wendy Lee at wlee@cwrcontracting.com.

We respectfully request that you also update your records as necessary to reflect this change. Our Federal Employer Identification Number is 59-1683951. For any billing, accounting, or related matters, please direct all written correspondence to our Tallahassee corporate office at 3360 Hartsfield Road, Tallahassee, Florida 32303. For any other matters, or to request additional information about your subcontract, this transaction or our company, please contact Wende Lee at wlee@cwrcontracting.com or (386) 258-7911.

We look forward to working with you, and we appreciate your attention to this matter.

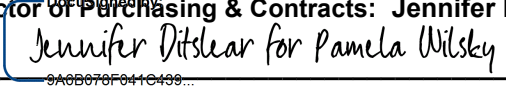
Sincerely,

C.W. Roberts Contracting, Incorporated

Christopher M. Riley, President

SIGNATURE REQUEST ROUTING FORM

Please review, sign, and return to the Purchasing & Contracts Division for further handling. Call us at ext. 12810. *Thank You!*

Director of Purchasing & Contracts: Jennifer Ditslear for Pamela Wilsky	
 Signature	11/25/2025 09:11:51 EST Date

Department & Director's Names: N/A	
Signature - By _____	Date _____

☒	County Manager <i>George Recktenwald</i>
☐	County Chair <i>Jeffrey S. Brower</i>
☐	Deputy County Manager <i>Suzanne Konchan</i>
☐	Other:

CGI RQS no. (if applicable): N/A

Bid/Contract/Project No.:

Document Amount: N/A

Project Name: Assignment and Assumption, P&S Paving, Inc. to CW Roberts

Company Name:

Document Description: Assignment and Assumption

Council Approval Date: N/A **Agenda Item #:** N/A **File #:** N/A

Remarks: ☐ Due to a voluminous and detailed scope of services, a copy of the fully executed contract with applicable exhibits and the same terms and conditions described in the solicitation is available for review in the Purchasing & Contracts division.

☐ Exhibits for review in Purchasing and Contracts

Notes: A&A for four (4) Contracts with P&S Paving, Inc., now C.W. Roberts Contracting, Inc.

Questions? Please call: Shaira D. Resto at ext. 15771

AGREEMENT FOR ASSIGNMENT OF CONTRACT AND CONSENT TO ASSIGNMENT

This **Agreement for Assignment of Contract for P & S PAVING, INC., Contract and Consent to Assignment** (hereinafter referred to as “**Agreement**”) is entered into by and among, **P & S PAVING, INC.**, a Florida Company with its principal place of business located at 3701 Olson Drive, Daytona Beach, Florida 32124 (hereinafter referred to as “**Assignor**”), **C.W. ROBERTS CONTRACTING, INCORPORATED**, a Florida Corporation authorized to do business in Florida, with its principal place of business located at 3660 Hartsfield Road, Tallahassee, Florida 32303 (hereinafter referred to as “**Assignee**”), and the **County of Volusia**, a body corporate and politic and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613 (hereinafter referred to as “**Consenting Party**”).

RECITALS

WHEREAS, Assignor and Consenting Party entered into a series of four agreements with the County of Volusia, outlined below, for four construction-related projects (collectively referred to as the “**Contracts**”); and,

WHEREAS, Assignor and Consenting Party first entered into the Agreement for Professional Road Resurfacing Projects for the County of Volusia, No. 22-SQ-151SR, dated December 14, 2022 (hereinafter referred to as “**Contract 1**”), a copy of which is attached hereto and incorporated herein as **Exhibit “A”**; and,

WHEREAS, Assignor and Consenting Party then entered into the Agreement for Asphaltic Concrete Supply and Placement, No. 25-B-43JS, dated March 5, 2025 (hereinafter referred to as “**Contract 2**”), a copy of which is attached hereto and incorporated herein as **Exhibit “B”**; and,

WHEREAS, Assignor and Consenting Party finally entered into the Agreement for Hand Avenue Improvements, No. 25-B-130SR, dated October 7, 2025 (hereinafter referred to as “**Contract 3**”), a copy of which is attached hereto and incorporated herein as **Exhibit “C”**; and,

WHEREAS, Assignor and Consenting Party finally entered into the Agreement for Williamson Boulevard Widening (from Strickland Range Road to Hand Avenue), No. 24-B-22SR, dated September 17, 2024 (hereinafter referred to as “**Contract 4**”), a copy of which is attached hereto and incorporated herein as **Exhibit “D”**; and,

WHEREAS, on September 26, 2025, Assignor assigned, and Assignee accepted assignments of the Contracts as a result of an Equity Purchase Agreement entered into by and between Assignor and Assignee (hereinafter referred to as “**Assignments**”), as further explained by a copy of the letter received from Assignee, which is attached hereto and incorporated herein as composite **Exhibit “E”**; and

WHEREAS, Consenting Party agrees to consent to said Assignments subject to the conditions precedent and stipulations set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference as a material part of this Agreement, and other specific consideration set forth herein, the receipt and sufficiency of which is acknowledged by the Assignor, Assignee, and Consenting Party, the parties agree and stipulate as follows:

1. This Assignments: (a) shall in no way affect the liability or obligations of the Assignor for Consenting Party under the Contracts up to and including the date of said Assignment; (b) shall not constitute a consent to any future assignments and assumptions of the obligations of the Assignee under the Contracts to a third party; (c) shall not affect the Unit Prices or Contract Amounts stated in the Contracts; (d) shall not affect the scope of work, performance, and specifications of the Contracts; (e) shall not constitute or be construed as a waiver or the extinguishment of any right or claim of the Consenting Party against the Assignor under the Contracts prior to the date of said Assignment; and, (f) shall be predicated on the Assignor's and Assignee's compliance with the conditions and representations contained in this Agreement.
2. Assignor expressly acknowledges it has no claim against the Consenting Party and expressly waives any and all claims and rights now and in the future against the Consenting Party related in any way to the Contracts. This provision in no way affects Assignee's rights under the Contracts going forward or Assignee's ability to assert future claims under the Contracts
3. The Assignee assumes all obligations and liabilities of, and all claims against the Assignor under the Contracts as if the Assignee were the Assignor in the Contracts.
4. The Assignee ratifies all previous actions taken by the Assignor under the Contracts and acknowledges that such action shall have the same force and effect as if the action had been taken by the Assignee.
5. The Assignee, pursuant to this Agreement and the Assignment, agrees to be bound by and to perform all services in accordance with the terms and conditions contained in the Contracts. As such, the Assignor and Assignee agree that following the effective date of this Agreement, the term "Contractor," as used in the Contract, shall refer to the Assignee. The effective date of this Agreement is the date when this Agreement is fully executed by all parties (hereinafter "Effective Date").
6. Except as expressly provided in this Agreement, nothing in this Agreement may be construed as a waiver of any rights of the Consenting Party against the Assignor under the Contracts or the Consenting Party's rights, benefits, limitations, and immunities of sovereign immunity in accordance with § 768.28, F.S. prior to the Effective Date of this Agreement.
7. The Assignor and Assignee agree that the Consenting Party is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases directly or indirectly arising out of or resulting from the Assignment or this Agreement, other than those that the Consenting Party, in the absence of the Assignment would have been obligated to pay or reimburse under the terms of the Contracts.

8. The Assignor and Assignee agree that the Consenting Party shall commence paying the Assignee for all services rendered under the Contracts on or after the Effective Date of this Agreement.
9. Assignor affirms that all payments made by Consenting Party through the Effective Date of this Agreement have been properly paid and received by Assignor. For clarification, this does not affect any of Assignor's or Assignee's rights or claims as to pay applications that have been submitted prior to and through the Effective Date but not yet paid or rights or claims to any future payments under the Contracts.
10. Assignor and Assignee agree that all payments and reimbursements previously made by the Consenting Party to Assignor, and all other previous actions taken by the Consenting Party under the Contracts, shall be deemed to have discharged the Consenting Party's obligations under the Contracts to Assignor. If any payments or reimbursements are made (improperly or otherwise) by the Consenting Party after the date of this Agreement in the name of or to Assignor, any such payments will constitute a complete discharge of the Consenting Party's obligations under the relevant Contract, and Assignor shall have an affirmative obligation to pay Assignee for any monies improperly received by Assignor. Assignee's recourse for same will be against only the Assignor.
11. This Agreement, together with any exhibits and amendments thereto constitute the entire Agreement between Assignor, Assignee, and Consenting Party.

[REMAINDER OF PAGE INTENTIONALLY BLANK –
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Assignment and Consent to Assignment the day and year written below.

Assignor:

P & S PAVING, INC.

Signed by:
By:  22E052DB5A9E4D5...

Name: Chris Riley

Title: President

Date: 11/25/2025 | 10:46:50 EST

Assignee:

C.W. ROBERTS CONTRACTING,
INCORPORATED

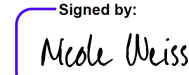
Signed by:
By:  22E052DB5A9E4D5...

Name: Chris Riley

Title: President

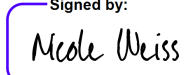
Date: 11/25/2025 | 10:46:50 EST

Witness/Attest:

Signed by:
By:  83FBBD666567470...

Date: 12/1/2025 | 08:25:53 EST

Witness/Attest:

Signed by:
By:  83FBBD666567470...

Date: 12/1/2025 | 08:25:53 EST

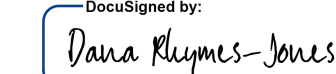
Consenting Party

County of Volusia Florida

DocuSigned by:
By:  2265F8E1E09043E...
George Recktenwald
County Manager

Date: 12/2/2025 | 09:38:10 EST

Attest:

DocuSigned by:
By:  CE48049307934D4...

Date: 12/2/2025 | 10:01:12 EST



**CONSTRUCTION CONTRACT
FOR**

Between

THE COUNTY OF VOLUSIA

AND

P & S PAVING, INC.

Contract no. 22-SQ-151SR

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, Florida 32720-4608
www.volusia.org/purchasing

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CONSTRUCTION CONTRACT FOR ROAD RESURFACING PROJECTS FOR THE COUNTY OF VOLUSIA

THIS CONTRACT for Road Resurfacing Projects (herewith "Contract") by and between the COUNTY OF VOLUSIA, FLORIDA, a body corporate and politic and a political subdivision of the State of Florida (the "County"), and P & S Paving, Inc, 3701 Olson Drive, Daytona Beach, Florida 32124, a corporation duly authorized to conduct business in the State of Florida (the "Contractor").

RECITALS

WHEREAS, the County desires to retain the Contractor for the County of Volusia on an as needed basis in accordance with the formal solicitation; and

WHEREAS, Contractor is competent and qualified to furnish the specified services to the County and desires to provide such services according to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by the County and Contractor, the parties agree and stipulate as follows.

ARTICLE 1 - DEFINITIONS

The capitalized terms set forth in this Contract shall have the meanings set forth below or as otherwise set forth in the Contract. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number.

Acceptance: A signed document indicating that a Deliverable meets the Acceptance Criteria specified in the Contract, or deemed acceptance.

Acceptance Criteria: Measure by which a Deliverable or set of Deliverables will be approved.

Addendum: A written explanation, interpretation, change, correction, addition, deletion, or modification of equal dignity herewith affecting the Contract Documents including drawing and specifications approved by the County and issued by the County or Contractor and/or distributed to third parties.

Affidavit: The instrument which is to be signed by the Contractor and submitted to the County upon the County's request through the Project Manager, upon completion of that job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the County incidental to partial payments.

Agency: The state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under Sections 380.06 or 163.3220-163.3243 of the Florida Statutes.

Amendment: An amendment to this Contract in writing by the County, approved by the Director of Purchasing, and signed by the County of equal dignity herewith and authorizing an addition, deletion, or revision in the scope of work, or an adjustment in the Contract price or the time for completion that is issued after execution of this Contract.

Application for Progress Payment: The current estimate form furnished and certified by the Contractor, which is to be used by Contractor in requesting progress payments.

Architect: A person or firm that is authorized to practice architecture pursuant to Florida Statute 481.299 or a general contractor who provides architectural services under a design-build contract authorized by F.S. 481.299(3).

Architect/Engineer: The design professional identified in the Contract Documents and who is licensed and registered in the State of Florida. The terms "Architect" and "Architect/Engineer (A/E)" means the architect/engineer or its authorized representative.

Bid: The Contractor's written cost proposal based upon a County-provided form invitation to bid, which reflects Contractor's offer to provide the products and services set forth in the Bid. The Bid shall become a Work Order upon acceptance and execution by the County.

Bid Documents: The official forms on which the County requires formal bids to be prepared and submitted by the bidder.

Calendar day: Any day, including Saturdays, Sundays, and holidays, regardless of weather conditions.

Change Order: A written order (Work Order Amendment) to the contractor signed by the County authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or time.

Completion Date: The date that the County or its designated representative approves and accepts all Work or Services for a Project performed in accordance with this Contract.

Contract: An agreement between the County and Contractor, with binding legal and moral force, covering the work to be performed in exchange for money.

Contractor: The person or entity qualified to perform work in the Project and who is responsible for assisting the Project Manager or County Project Manager with the day-to-day administration and coordination of the Project for the County.

Contract Administrator: The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Contract.

Contract Documents: Contract documents shall include but are not limited to the following: (1) This Contract, and its exhibits (2) Certificates of Insurance, (3) Notice of Award and/or Notice to Proceed, (4) the conditions of this Contract (general, special, supplementary, and other), (5) drawings, (6) project specifications, (7) written interpretations, (8) change orders, (9) project manuals, (10) addenda (including RSQs, RFPs and Contractor's responses to RFPs) issued before the execution of this Contract, and, (11) any modifications or amendments to this Contract issued after execution.

Contract Time: The number of calendar days stated in the Contract for the completion of the scope of work.

Contract Price: The total amount which may be due and payable to Contractor under a Work Order for an individual Project.

Contractor: The person or entity qualified to perform work pursuant to Florida 489.105, F.S. under the Project and who is registered and licensed under the Florida Department of Business and Professional Regulation and in compliance with local laws or ordinances, other than a materialman or laborer, who

enters into a contract with the County for improving real property in accordance with the Contract Documents.

Contractor's services: Those services within the scope of work of this Contract or any exhibit, attachment or addendum thereto which relates to the Scope of Services in connection with Contractor's employment or practice.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County Representative: Also known as the person designated by the County to review, approve and make decisions regarding the Scope of Work in this Contract.

Deliverable: The result(s) or end products or services of a Project that meet the defined plans, specifications, requirements, warranties, and functional parameters articulated in the Scope of Work for this Contract including but not limited to: design drawings, specifications, studies, reports, written documentation, training, systems or processes.

Design Criteria Professional: A firm who holds a current certificate of registration under Chapter 481 F. S. to practice architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of designs for this project.

Drawings/Plans: The official approved drawings or plans or exact reproductions thereof, which have been prepared, signed, sealed and dated by the contractor, which shows the location, character, dimensions and details of the work to be done and which are considered part of the Construct Documents.

Effective Date: The date that this Contract, including any Addendum, Amendment, Modification or exhibits attached thereto is fully executed by Contractor and the County.

Engineer: The person, firm, or corporation named as such in the contract and/or authorized by the County to act as the County's representative or the County construction engineer authorized to practice engineering services pursuant to Florida Statute 471.03(2)(i) (2006) and who may serve as the County's engineers of construction, engineering and inspection. The term engineer shall be synonymous with design architect/engineer or architect/engineer or contractor.

Engineer of Record: The professional engineer or engineering firm contracted or employed by the County and registered in the State of Florida who develops criteria and concept for the work, performs the analysis and is responsible for the preparation of the plans and specifications. The engineer of record may be County in-house staff or a Contractor retained by the County.

Field Order: A written instrument issued by the Contractor to the County which clarifies or interprets the drawings and technical specifications, and/or orders minor variations in the work, as opposed to a change in the work, and which does not involve an adjustment in contract price or time.

Final Project Acceptance: Will take place after all Deliverables of the Statement of Work have been accepted.

Firm: Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or installation of security systems and burglar and fire alarms in the

state.

Inspector or Field Representative: County Employee or an authorized representative of the Contractor assigned to make inspections of the work performed and materials furnished pursuant to this Contract.

Milestone: A significant event, task, or deliverable that occurs during the project, not all of which are, nor will be, designated on the milestone payment schedule.

Modification: A written amendment to the Contract Documents approved by the County which includes but is not limited to the following:

Change Order: A written order (Work Order Amendment) to the contractor signed by the County authorizing an addition, deletion, revision in the Work, or an adjustment in the construction or Project contract price or time issued after execution of the contract.

Field Order: A written clarification, interpretation, minor change or alteration issued by the Contractor.

Addenda: A document written by the Contractor and approved by the County that is added to the original Contract Documents to clarify, revise, add to, or delete from the original Contract Documents or previous addenda. The document includes a written clarification or interpretation prepared by the County or Contractor.

Notice of Award: A written notice by County that the Contractor as been determined by a selection committee to be highly qualified and approved for an award of a contract.

Notice to Proceed: The official letter from the County to the Contractor establishing a date on which the Work in the Work Order shall commence.

Original Expiration Date: The date that this Contract was originally intended to expire excluding any extensions or renewals of this Contract for a time certain.

Owner: The owner is the County of Volusia for whom all Work or Services under this Contract are to be performed by the Contractor.

Payment Schedule: The schedule of payments set forth in the Work Order.

Pre-construction Conference: The meeting scheduled by the County Project Manager of all the parties involved with the planning and execution of the Scope of Work.

Professional services: Those services within the scope of the practice of architecture, professional engineering, systems engineering and design, systems integration design, alarm contractor I-(fire and burglar), or specialty electrical contractor registered and licensed to do business under the laws of the State of Florida that refer or relate to the performance of Work under this Contract.

Project: An individual construction/renovation project which is assigned to the Contractor for completion pursuant to the terms and conditions of this Contract, as set forth in the Work Order. A Project comprises of the completed construction/renovation required by the Work Order specifications and includes all plans, labor, supervision, materials, permits and equipment necessary and in accordance with specifications provided by the County, other construction documents prepared by Volusia County.

Project Manager or County Project Manager: The County employee who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the County. The County may change the Project Manager at any time by providing notice to the Contractor and/or

Contractor.

Proposal: The document submitted by the Contractor in response to a formal solicitation used to determine if the Contractor is highly qualified. Renovation

Renovation. One or more repair or replacement actions not involving demolition.

Request for Information (RFI): A prospective bidders or contractor's inquiries for information.

Request for Proposal (RFP): An invitation process initiated by the County soliciting proposals (offers) from contractors (bidders) to perform work or provide services in one or more projects on behalf of the County.

Request for Qualifications (RFQ): An invitation process initiated and used by the County to select contractor(s) to perform work or provide services in a prospective project or projects based upon their apparent qualifications as submitted by them (respondents) in response to the invitation.

Scope of Services/Work: The general services/work, herein defined in this Contract including responsibility for performing and complying with all incidental matters pertaining thereto pursuant to the Project Specifications and requirements.

Shop Drawings: All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by contractor, a subcontractor, manufacturer, supplier, distributor, or other person on behalf of the contractor, and which illustrate the equipment, material, or some portion of the work.

State: State of Florida.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a contractor for the performance of any part of the basic Contract.

Sub-subcontractor: A person other than a materialman or laborer who enters into a contract with a subcontractor for the performance of any part of such subcontractor's contract.

Substantial Completion: The date as certified by the County's Project Manager when this Contract or Project or a specified part as agreed to in writing by the parties is sufficiently completed to the satisfaction of County or its designated representative, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with this Contract.

Work: Any and all obligations, services, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incident.

Work Order: The written document provided by the County, as amended by any duly executed Change Orders, which is based upon Contractor's Bid and which provides the complete specifications for the Project, including the Completion Date, the Contract Price, and the Payment Schedule.

ARTICLE 2 - ORDER OF PRECEDENCE

2.01 **Exhibits:** The following attachments are attached hereto and incorporated herein:

2.01.1. Exhibit A, Scope of Work

2.01.2. Exhibit B, Insurance Requirements, 22-SQ-151SR

2.01.3. Exhibit C, Contractor Proposal dated September 8, 2022

2.02 **Order of Precedence:** Contractor agrees that, during the term of this Contract, the provisions of this Contract, as amended by Change Orders (Work Order Amendment), shall remain in full force and effect. Wherever ambiguities, discrepancies, or conflicting provisions appear the order of precedence shall be as follows.

2.02.1. Between this Contract and Work Order regarding the Scope of Work, the Work Order shall be controlling.

2.02.2. Between this Contract and Work Order for all other ambiguities, discrepancies, or conflicting provisions, this Contract shall be controlling.

ARTICLE 3 - SCOPE OF SERVICES

3.01 **Construction/Renovation Projects.** The Contractor agrees during the term of this Contract to timely complete projects as specified by the County ("Projects"). Projects may vary in scope and duration, and may include repair or complete demolition and reconstruction. Contractors shall provide all labor, materials, permits, supervision, and equipment necessary to provide for construction in accordance with specifications provided by the County, other contract documents prepared by Volusia County, and all applicable building codes. Contractor further agrees that County staff shall not perform or participate in activities related to the site preparation or implantation of Project construction, repair or rehabilitation, including but not limited to the movement or relocation of personal items in order to facilitate such construction, rehabilitation or repair. Contractor agrees that such activities are the sole responsibility of Contractor or its subcontractor/designee.

3.02 **Assignment of Projects.** During the term of this Contract, the County may award the Contractor (and other participating contractors) one or more Projects by issuing a Work Order. The award shall be made in the sole discretion of the County based upon the lowest responsive and responsible bid, availability, work volume, and other factors the County deems relevant to the successful completion of the Project. The County makes no covenant or promise of any kind as to the number of available Projects or that the Contractor shall perform any Project for the County during the term of this Contract. The County reserves the right to contract with other parties for the services contemplated by this Contract when it is determined by the County to be in the best interest of the County to do so.

3.03 **Work Orders.** Authorization for performance of construction/renovation services by the Contractor under this Contract shall be in the form of a Work Order issued by the County. Each Work Order shall describe the services required, state the dates for commencement and completion of the project, and establish the amount of payment. The Contractor agrees to perform all work and provide all materials required by the Work Order in order to successfully complete the Project in a timely, professional and workmanlike manner. The terms and conditions of this Contract shall govern all Projects, and except as set forth herein, no Work Order may modify or

amend the terms and conditions of this Contract. In the event of a conflict between this Contract and any Work Order, the terms and conditions of this Contract shall prevail.

3.04 **Time of Commencement and Completion Date.**

3.04.1 The work to be performed under Work Orders issued pursuant to this Contract shall commence as set forth in the Work Order. The Contractor shall thereafter diligently proceed with the completion of the project in accordance with the date expressly set forth in the Work Order (the "Completion Date").

3.04.2 If applicable, should the Contractor fail to timely meet the work requirements of the project by the Completion Date, the parties hereto agree that as liquidated damages, and not as penalty, the Contractor shall pay to the County a specified Dollar amount for each day after the Completion Date, until the Project is completed, as certified by the County Project Manager. The dollar amount for liquidated damages will be determined by the level of risk to the County and annotated on the back of each Work Order. Liquidated damages will only be assessed to recover actual cost incurred by the County.

3.04.3 In the event that the Contractor shall fall behind schedule at any time, for any reason, and such delay is adversely affecting the County's timely occupation of the Project for its intended purpose, the County shall be entitled to direct acceleration or re-sequencing of the work to bring the Project back on schedule. The Contractor shall reserve in each of its subcontracts entered into in connection with the Project, a right to accelerate consistent with the Contractor's obligations hereunder.

3.04.4 In the event the Contractor determines that the Completion Date cannot be met by re-sequencing the work, then the Contractor shall immediately provide the County, and in any event within three (3) days after the date of receipt of the County's instruction for re-sequencing or accelerating, a plan to complete the Project in the shortest possible time. No approval by the County of any plan for re-sequencing or accelerating of the work submitted by the Contractor pursuant to this clause shall constitute a waiver by the County of its rights of recovery of liquidated damages as a result of delayed Project completion.

3.04.5 Contractor agrees to provide the County along with each invoice for progress payment pursuant to 0hereof, the Contractor's best estimate of any anticipated revisions to the Completion Date for the purpose of the County's planning; provided, however, and notwithstanding the making of any progress payments, no anticipated revision to the Completion Date shall be effective and binding on the County and the Contractor without a written Change Order executed by the County in accordance with the procedure set forth in Section 3.12 hereof.

3.05 **Acceptance of Work.** Inspection of the finished work shall be performed by the County to determine the acceptability of the work for payment. As a result of said inspections, the County will provide the Contractor with a "punch list" of items considered by the County to be substandard. If within thirty (30) days of the date of substantial completion, Contractor has failed to remedy all punch list items to the satisfaction of the County, the County may, but shall not be obligated to cause all such remaining items to be remedied through the use of other contractors and deduct

the cost thereof. The County may recover said costs from the Contractor including without limitation all of the County's attorney's fees and costs incurred in pursuit thereof.

- 3.06 **Release of Liens.** The Contractor shall deliver to the County, a complete release of liens arising out of each Work Order before the final request for payment is made. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the County such amount as the County may be compelled to pay in discharging such liens, including all costs and reasonable attorney's fee.
- 3.07 **Ownership of Documents.** All deliverable analysis, reference data, plans and reports or any other form of written instrument or document that may result from the Contractor's services or have been created during the source of the Contractor's performance under this contract shall become the property of the County after final payment is made to the Contractor.
- 3.08 **Warranty.** The Contractor shall guarantee all work performed for a period of one (1) year from the date of final acceptance by the County. The Contractor shall furnish the County all manufacturers' and suppliers' warranties covering materials and equipment furnished under the resulting Work Order.
- 3.09 **Responsibility of the Contractor.**
- 3.09.1 The Contractor shall be responsible for the professional and technical accuracy of all services furnished by the Contractor and its subcontractors under this Contract.
- 3.09.2 The Contractor shall provide the name, address and phone number of its designated Project Manager prior to the issuance of any Work Order, and may change the Project Manager by providing written notice to the County.
- 3.09.3 The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in the Work on the Project.
- 3.09.4 The Contractor shall serve as an expert witness for the County in any legal proceedings arising in connection with this Contract, if the County so requests.
- 3.09.5 The Contractor shall maintain a valid contractor's license and insurance for all work specified in the Work Orders at all times during the term of this Contract.
- 3.10 **Representative of County.** All services authorized under this Contract shall be under the direction of the County Representative, who shall have final decision authority for all phases of the services, including general direction, review and approval of the services.
- 3.11 **Representative of Contractor.** Contractor shall, at all times during the normal work week, designate or appoint, one or more Project Managers who are authorized to act on behalf of Contractor regarding all matters involving the conduct of the performance pursuant to this

Contract and the Work Orders, and shall keep the County Project Manager continually advised of such designation.

- 3.12 **Change in Scope of Services.** The County may order changes in the service consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor to change the amount of compensation of the Contractor or other adjustments to the Work Order, unless such changes or adjustments have been made by written amendment to the Work Order ("Change Order") and duly executed by the County. If the Contractor believes that any particular service is not within the scope of services described in the Work Order, is a material change, or will otherwise require more compensation to the Contractor, the Contractor shall immediately notify the County Project Manager in writing, of this belief. If the County Project Manager determines that the particular work is within the scope of the Work Order, the Contractor shall continue with the work at the cost stated for the work within the scope. The Contractor shall assert a right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order and the assertion shall be written and shall be sent in accordance with the notice requirements of Section 13.03 - Notice.
- 3.13 **Continuing the Work.** The Contractor shall carry on the work and adhere to the progress schedule during all disputes of this Contract with the County. No work shall be delayed or postponed pending resolution of any disputes of this Contract, except as specifically set forth herein, or as the County and Contractor may otherwise agree in writing.
- 3.14 **F.O.B. Point.** The F.O.B. point for this contract and for all purchases made under it shall be the location of the Project as specified in the specification or Work Order. Delivery shall not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County.
- 3.15 **Use of Premises.** The Contractor shall assume responsibility for any physical damages that are a direct result of the performance of the Work. During the progress of the Work, the Contractor shall keep the Project site free from accumulations of waste materials resulting from the Project. At the completion of the Project, the Contractor shall remove, at its expense, all waste materials to receptacles provided by the Contractor or the County, if any, as well as tools, appliances, equipment, machinery and/or surplus materials. The Contractor shall leave the site clean, restoring to its original condition or the condition specified in the Work Order.
- 3.16 **Time is of the Essence.** Time is of the essence for each Work Order issued under this Contract and all Projects performed in accordance herewith.

ARTICLE 4 - COMPENSATION AND PAYMENTS

- 4.01 **Compensation.** As consideration of the Contractor satisfactorily completing the Project in accordance with the terms and conditions of this Contract and the Work Order, the County agrees to pay the Contractor as set forth in the Work Order.
- 4.02 **Payments.**
- 4.02.1 Based upon an invoice submitted to the County Project Manager by the Contractor and approved by the County, the County shall make progress payments to the Contractor as provided in the Work Order. If retainage is applicable, Work Orders shall provide that five (5%) of each payment shall be withheld as retainage and final retainage shall not be paid until the Project is accepted by the County, including the completion of any punch list items described in Section 3.05.
- 4.02.2 The invoice for progress payments shall be submitted in accordance with the draw schedule established in the Work Order. The Contractor shall submit an invoice for progress payment for the County Project Manager's approval in a form acceptable to the County. Each such invoice for payment shall set forth the value of all work completed.
- 4.02.3 In each invoice for progress payment, the Contractor shall certify as follows:
- 4.02.3.1 There are no known mechanic's or materialmen's liens outstanding at the date of this invoice; all due and payable bills with respect to the Project have been paid to date or shall be paid from the proceeds of this invoice for payment;
- 4.02.3.2 There is no known basis for the filing of any mechanic's or materialmen's liens on the Project; and waivers from all subcontractor's and materialmen employed by the Contractor have been or will be obtained in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida;
- 4.02.3.3 All improvements have been installed in accordance with the Work Order and related contract documents (except where noted or agreed upon in writing by the County pursuant to an approved Change Order); and
- 4.02.3.4 No encroachments into the designated set-back lines and right of way, as stipulated in the Work Order and any Change Order, exist.
- 4.02.4 Beginning with the second invoice for progress payment, the Contractor shall also deliver with each such invoice, as a condition precedent to payment thereof, waivers of lien for each of its subcontractors, current through the effective date of the previous invoice for payment. The Contractor may, if any subcontractor or supplier refuses to furnish a release in full, furnish a bond satisfactory to the County against any lien.
- 4.02.5 The County shall promptly review each invoice for progress payment and make such exceptions, as the County reasonably deems necessary or appropriate under the state of circumstances then prevailing.
- 4.02.6 Based upon the approved invoice of progress payment, the County shall make payment to Contractor in the amount approved, subject, however, to the provisions of paragraph 7, hereof. The payment of any invoice for progress payment by the County, including the

final invoice, does not constitute approval or acceptance of that part of the Project to which such payment relates or relieve the Contractor of any of its obligations hereunder with respect hereto.

- 4.02.7 Any provisions hereof to the contrary notwithstanding, the County shall not be obligated to make current payment to the Contractor hereunder if any one of the following conditions exists:
- 4.02.7.1 The Contractor fails to diligently prosecute the work in an efficient, timely, and workmanlike manner and in strict accordance with the provisions of the Contract Documents; or
 - 4.02.7.2 The Contractor fails to use an adequate number of qualified personnel and sufficient equipment to complete the Project without undue delay; or
 - 4.02.7.3 The Contractor fails to make prompt payments to its subcontractors, suppliers, materialmen, or laborers; or
 - 4.02.7.4 Any part of such payment to the Contractor is attributable to work which is defective or not performed in accordance with the drawings and specifications; provided, however, such payment shall be made as to the part thereof attributable to work which is performed in accordance with the drawings and specifications and is not defective; or
 - 4.02.7.5 The Contractor is otherwise in default of any of its obligations hereunder or otherwise is in default under any of its contractual requirements.
- 4.02.8 In the event that the County requires the Contractor to provide Performance and Payment Bonds, the County agrees to pay the Contractor, by County's check, the invoice or proposal cost of those Bonds (whichever is less), not to exceed the price quoted in the Bid.
- 4.02.9 For changes in the Work, ordered by the County, the Contract Price shall be adjusted accordingly as set forth in Section 3.12.
- 4.02.10 Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before the County makes payment on those items. The Contractor shall only issue invoices for services rendered. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed two percent (2%) per month on all undisputed invoices not paid within thirty (30) Days after receipt and acceptance of the service, and receipt by the County of a properly completed invoice, whichever is later. Invoices for payments hereunder shall be submitted to the address indicated in the work order.
- 4.02.11 To be deemed proper, all invoices shall comply with the requirements set forth in this Contract and shall be submitted on the form and pursuant to instructions prescribed by the County.

- 4.03 **Internal Revenue Service Form (1099MISC).** During the term of this Contract, the County shall file and provide the Contractor a copy of Internal Revenue Service (IRS) Form 1099-MISC after the close of each calendar year as required by law.

ARTICLE 5 - PERSONNEL OF CONTRACTOR

- 5.01 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractor's wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation.
- 5.02 **Applicable Laws.** Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.
- 5.03 **Right of Rejection.** During the term of this Contract, the County shall have the right of reasonable rejection and approval of the staff of the Contractor or other representatives assigned to the work by the Contractor. If the County reasonably rejects the staff or representative of the Contractor, Contractor shall provide replacement satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees or others working on behalf of the Contractor are the sole responsibility of the Contractor.
- 5.04 **Employment of Illegal Aliens.** The Contractor certifies that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 5.05 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and

employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

5.05.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county's ADA Coordinator at 386-248-1760. Read the full [ADA Notice](#) under The American with Disabilities Act (Title II). Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

5.06 **Fair Labor Standards Act.** The Contractor and any Subcontractor shall pay all employees working on this Contract, not less than the minimum wage specified in the Fair Labor Standards Act, as amended.

5.07 **Drug-Free and Smoke-Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its subcontractors agree to adhere to the County's policies on drug-free and smoke-free work place during the term of this Contract.

ARTICLE 6 - CONTRACTOR AS INDEPENDENT CONTRACTOR

6.01 The Contractor shall provide the services required herein strictly in an independent Contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. The County shall not provide vehicles or equipment to the Contractor to perform the duties required by this Contract nor will the County pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the Scope of Services. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County.

ARTICLE 7 - SUBCONTRACTORS

7.01 **Prior Approval.** In the event the Contractor, during the course of the work under this Contract, requires the services of any subcontractors, suppliers, other persons or organizations in connection with service covered by this Contract, the Contractor must secure the prior written approval of the County. The County's acceptance of any such subcontractors, suppliers, other persons or organization so identified, may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such subcontractor, supplier, other person or organization shall

constitute a waiver of any right of the County to reject defective work. Contractor shall remain fully responsible for the services of said subcontractors, suppliers, other persons or organizations.

- 7.02 **License.** Subcontractor's license shall be valid at all times during the course of work for the County. Contractor shall be responsible for ensuring that the subcontractors' licenses are valid during the performance of work for the County.

ARTICLE 8 - INSURANCE

- 8.01 **Required Types of Insurance.** The Contractor shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit B, in the form and from companies satisfactory to the County.

ARTICLE 9 - DELIVERABLES AND STANDARDS

- 9.01 **Deliverables.** The Contractor shall deliver to the County any and all reports and any other deliverable required under Work Order in a format approved by the County.
- 9.02 **Failure to Deliver.** In the event of failure of the Contractor to deliver services in accordance with the terms and conditions of this Contract, the County, after due written notice, may procure the services from other sources. This remedy shall be in addition to any other remedies that the County may have.
- 9.03 **Standards.** The Contractor shall be responsible for the professional quality and the accuracy of all deliverables and services provided under this Contract and shall, without additional compensation, correct any errors in the same. Deliverables prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in this Contract, be thoroughly researched for accuracy of content, be grammatically correct and not contain errors, be numerically accurate, be submitted in the format approved in advance by the County Project Manager, and be submitted for advance review and comment by the County Project Manager. The cost of correcting errors, correcting report data, or making other revisions required to bring the deliverable into compliance with the requirements of this Contract shall be borne solely by the Contractor.

ARTICLE 10 - TERM AND TERMINATION

- 10.01 **Term.** Subject to the termination provisions contained in this Contract, the term of this Contract shall commence as of the Effective Date and continue for a period of three years. Two (2) additional one-year renewals are allowable upon County discretion and upon mutual approval of the County Council and awarded contractors. This Contract shall also be automatically extended to include the Completion Date of any Work Order issued during the term of the Contract.
- 10.02 **Termination.** The performance of Services under this Contract may be terminated by the County in accordance with this Article 10 - Term and Termination, in whole or in part from time to time,

for (1) a material breach; (2) nonappropriation of funds; or, (3) for convenience upon at least thirty (30) calendar days, prior written notice to Contractor whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this Contract is terminated, and the subsequent date upon which such termination becomes effective subject to the provisions of this Article 10 – Terms and Termination.

10.03 After receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:

10.03.1 Stop work under this Contract on the date and to the extent specified in the Notice of Termination.

10.03.2 Place no further orders or subcontracts for materials, Services or Work or facilities, except as may be necessary for completion of such portion of the Work under this Contract, as it is not terminated.

10.03.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Services or Work terminated by the Notice of Termination.

10.03.4 Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

10.03.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Article 10 - Term and Termination.

10.03.6 Transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:

10.03.6.1 The designs, specifications, reports, studies, plans, bulletins, schedules, estimates, other documentation and/or other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,

10.03.6.2 The completed or partially completed designs, specifications, reports, studies, plans, bulletins, schedules, estimates or other documentation which, if this Contract has been completed, would have been required to be furnished to the County.

10.03.7 Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

- 10.04 After receipt of such Notice of Termination, the Contractor shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 10.05 Subject to the provisions of Article 10 – Term and Termination, the Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to Article 10 – Term and Termination which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. As such, this Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the County to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work or Services, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor.
- 10.06 In the event of the failure of the Contractor and the County to agree as provided herein upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Article 10 – Term and Termination, the County shall pay to the Contractor the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties or previously paid to the Contractor.
- 10.06.1 For completed Work or Services accepted by the County, the compensation specified in this Contract for such Work, less any payments previously made.
- 10.07 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:
- 10.07.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- 10.07.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 10.07.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Contract.
- 10.08 If, after Notice of Termination of this Contract for default, it is determined for any reason that the Contractor was not in default or that the default was excusable under the provisions of paragraph above, the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued pursuant to this Article 10 – Term and Termination.
- 10.09 Any provision of this Contract that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Contract.

ARTICLE 11 - LIMITATION OF LIABILITY

- 11.01 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 11.02 **No Third Party Beneficiaries.** Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 11.03 **INDEMNIFICATION.**
- 11.03.1 **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, and volunteers from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations under this Contract.
- 11.03.2 In all claims against County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-

elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status, and any employee of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be held legally liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, or any contractor, subcontractor or sub-subcontractor thereof under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

11.03.3 Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

11.03.4 The indemnification requirements stated in subsection 11.03.1 and 11.03.2 herein shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

11.04 In no event shall Contractor or County be liable for consequential, special, incidental, indirect, exemplary, or punitive damages.

11.05 **Claims Notice.** The CM/GC shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in claims against the County under any of the coverage's mentioned herein.

Name: County of Volusia
Human Resources Division/Risk Management
Address: 125 West New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: (386) 736-5963
Fax: (386) 822-5006

ARTICLE 12 - COUNTY GOVERNMENT POLICIES

12.01 **Modifications Due To Public Welfare or Change in Law.** The County shall have the power to make changes in this Contract as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on Contractor under this Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of Contractor, or the benefits to the County, then this Contract shall be amended consistent therewith. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to

this Contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law.

12.02 **Compliance with Laws.**

12.02.1 The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders and decrees. The Contractor shall protect and indemnify County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by bidder, its representatives, sub-contractors, sub-Contractors, professional associates, agents, servants, or employees.

12.02.2 All licenses and permits required to perform Contractor's duties under this contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this contract. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia, or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

12.03 **Truth-In-Negotiation Certificate.** The signature on this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual Unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of Contracting.

12.04 **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing

**and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302
DeLand, FL 32720.**

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- 12.04.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- 12.04.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.04.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.
- 12.04.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 12.04.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Consultant receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
- 12.04.6 Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 12.04.7 Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by

Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 12.05 **Financial Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be County's responsibility to notify Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.
- 12.06 **Audit Right and Retention of Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Public Records Act (if applicable, or, if the Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.
- 12.07 **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. County shall not be obligated to pay Contractor under this Contract beyond the date of termination except as set forth in Article 10 – Terms and Termination. County's obligation to pay Contractor is limited to the budgeted

amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Article 4 – Compensation and Payments.

12.08 Prohibition Against Contingent Fees.

12.08.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract without liability and, at its sole discretion, to deduct from the contract price or compensation for a one or more Work Orders, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

12.08.2 Contractor understands any acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

12.08.3 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

12.09 No Code Violation or Past Due Debt. Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the County shall have the right to terminate this Contract as set forth herein.

12.10 Changes Due to Public Welfare. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.

12.11 **Background Checks.** Contractor and County understand that certain areas of the County's premises may not be available to Contractor's personnel without background checks and that such access is not required to perform the services contemplated by this Contract.

12.11.1 Nothing contained in this Contract shall relieve the Contractor or its subcontractors from conducting Level 1 background checks as defined in Chapter 435, Florida Statutes on any of their employees or agents who perform work on any job site under this Contract. Contractor acknowledges that by its execution of this Contract, it is certifying that Level 1 background checks of all its subcontractor's employees or agents hired have been verified prior to performance of any work under this Contracts.

12.12 **Disadvantaged Business Enterprises Participation.** The Contractor will appraise itself of and comply with all applicable laws concerning contracts with small business concerns owned and controlled by socially and economically disadvantaged individuals and all applicable labor wages rates and scales. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, 49 CFR, Part 23, and Volusia County Ordinances (Municipal code section 2-269, County Ordinance No. 90-20, § 9,5-17-90), participation by Disadvantaged and Women Business Enterprises ("D&WBE") in the Project shall be affirmatively assured by the Contractor.. DBE shall be afforded full opportunity to submit proposals in response to invitations to bid and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. It is the County's goal that the D&WBE participation for the Project is at least ten percent (10%).

12.13 **Assignment.** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.

12.14 **E-verify.** The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the

remaining term of the Contract, including Subcontractors. If and to the extent the Contract meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Contract as if fully set forth herein.

12.14.1 The Contractor covenants and agrees that if the County has a good faith belief that Contractor has knowingly violated or if Contractor is found to have violated this Section 3.1; Section 446.09(1), Florida Statutes; Section 446.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate this Contract immediately and without penalty and such termination shall not be or be considered a breach of this Contract; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Contractor acknowledges and understands that if the County terminates this Contract in accordance with this Section 3.1, the Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Contract was terminated.

12.14.2 Any subcontract entered into by Contractor with any Subcontractor performing work under this Contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." In accordance with Florida law, if Contractor enters into a subcontract to perform work under this Contract, Contractor shall require from said subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Contractor shall maintain a copy of such affidavit for the duration of this Contract and/or the contract with the subcontractor, whichever is longer. Contractor acknowledges and agrees that if the County has a good faith belief that a subcontractor knowingly violated this Section 3.37 or Sections 446.09(1) or 446.095 of the Florida Statutes, but also has a good faith belief that Contractor otherwise complied with this Section 3.1 and applicable law, the County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Failure to comply with said order shall constitute a violation of this Section 3.1 and the terms of Section 3.1.2 shall apply.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.01 **Entire Contract.** This Contract constitutes the entire contract between the parties. There are no understandings or Contracts related hereto other than those which are expressed herein, and all prior negotiations, Contracts, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

13.02 **Notice.** All notice required under this Contract shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by

hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Contractor:	with a copy of legal notices to:
P & S PAVING, INC. Attn: Curtis Long, Chief Operations Officer Address: 3701 Olson Drive Daytona Beach, Florida 32124 Phone: 386-258-7911	P & S PAVING, INC. Attn: Curtis Long, Chief Operations Officer Address: 3701 Olson Drive Daytona Beach, Florida 32124 Phone: 386-258-7911

- 13.03 **Governing Law.** The laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida, shall govern this Contract. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida and Code of Ordinances of County of Volusia, without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- 13.04 **Venue and Jurisdiction.** The venue for any litigation between the parties arising under this Contract shall be exclusively in the County of Volusia, Florida, unless the litigation is exclusively cognizable in federal court and venue shall then be exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of theses courts for any lawsuits filed there against such party arising under or in connection with this Contract.
- 13.05 **Waiver of Jury Trial.** Contractor and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to the Contract for any litigation limited solely to the parties of the Contract.
- 13.06 **Attorneys Fees and Costs.** Each party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Contract.
- 13.07 **Severability.** If any provision of this Contract shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction

over this Contract, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Contract shall remain in full force and effect unless County or Contractor elect to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) Days after the finding by the court becomes final. Prior to terminating this Contract, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

13.08 **Waiver.** Failure by either party or both parties to enforce any provision of the Contract shall not be deemed a waiver of such provision or modification of the Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract.

13.09 **Amendment.** No modification, amendment, change order, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Contract and executed by a duly authorized official of each party.

13.10 **Headings.** Any paragraph and/or section headings used in this Contract are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Contract.

13.11 **Public Entity Crime and Discriminatory Vendor List.** Pursuant to Florida Statutory requirements, Contractor is hereby notified of the contents of the following statutory provision:

13.11.1 **Section 287.133(2)(a)(as amended):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

13.11.2 **Section 287.133(2)(b)(as amended):** A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

- 13.11.3 **Section 287.134(2)(a)(as amended):** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity.
- 13.11.4 **Section 287.134(2)(b)(as amended):** A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.
- 13.11.5 By signing this Contract, the Contractor represents and warrants that it is not violating Section 287.133, Florida Statutes, or Section 287.134, Florida Statutes.
- 13.11.6 In addition to the foregoing, the Contractor represents and warrants that Contractor is not under investigation for violation of such statutes and should Contractor prepare to use a subcontractor or professional associate, Contractor shall require such subcontractor or professional associate to sign an affidavit that the individual or entity is not under investigation nor in violation of these statutes.
- 13.11.7 The Contractor shall send to each labor organization or representative of workers with which the Contractor has a collective bargaining contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 13.11.8 The Contractor shall include this section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 13.11.9 The Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the lowest responsible/responsive quote is selected but before the contract is executed, and (2) with persons other than those to whom the

regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractors obligations under 24 CFR Part 135.

13.12 **Lead Based Paint Prevention Act (34 CFR, Part 35).** The Contractor covenants and agrees that it shall comply with the Lead Based Paint Prevention Act (34 CFR, Part 35), which requires prohibition of the use of lead-based paint in renovation, modernization structures, or other improvement activities.

13.13 **Anti-Lobbying.** To the best of the County's knowledge and belief:

13.13.1 No Federal appropriated funds have been paid or shall be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

13.13.2 If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

13.14 **Safety.** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the bidder, subcontractor, or supplier's failure to comply with the regulations.

13.15 **Material Safety Data Sheet.** In accordance with Chapter 442 of the Florida Statutes, it is the Contractor's responsibility to identify and to provide to the County a Material Safety Data Sheet for any material as may apply to this contract.

13.16 **New Material.** The Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this contract are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

13.17 **Compliance with FEMA 2 CFR 200.317-326 and Appendix II Contract Provisions:**

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

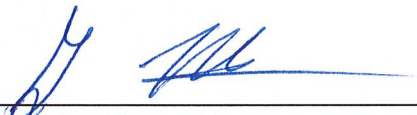
- 13.18 **Scrutinized Companies, FL Statue Section 287.135 and 215.473.** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to County Solicitation No. 22-SQ-151SR. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year written below.

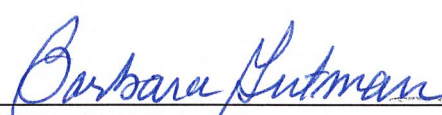
Vendor acknowledges that _____ (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

Attest:

COUNTY OF VOLUSIA



George Recktenwald
County Manager

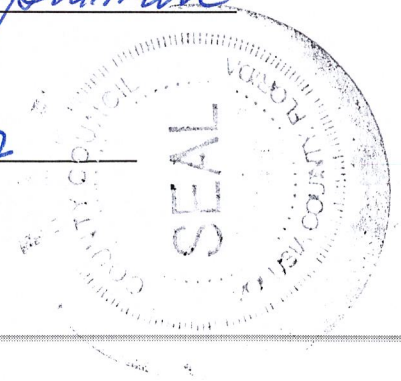
BY: 

For Jeffrey S. Brower
County Chair

Date: 12/14/2022

Date: 12/06/2022

County Council Approval Date: 12/06/2022



Attest:

P & S PAVING, INC.



Signature

BY: 

Signature

Diana L. West, Secretary

Name and Title

Curtis Long, Vice President

Name and Title

Date: December 5, 2022

Date: December 5, 2022



County of Volusia
Purchasing and Contracts
Pam Wilsky, Director
123 W. Indiana Ave., DeLand, FL 32720

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

RESPONSE DEADLINE: February 20, 2025 at 3:01 pm

Report Generated: Thursday, February 20, 2025

P & S Paving, Inc. Response

CONTACT INFORMATION

Company:

P & S Paving, Inc.

Email:

wlee@pandspavinginc.com

Contact:

Wende Lee

Address:

3701 Olson Drive
Daytona Beach, FL 32124

Phone:

(386) 258-7911 Ext: 127

Website:

pandspavinginc.com

Submission Date:

Feb 19, 2025 3:32 PM (Eastern Time)

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 18, 2025 5:29 PM by Wende Lee

QUESTIONNAIRE

1. Acknowledgements

ACKNOWLEDGMENT*

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT
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Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

Yes

REGISTRATION ON SAM.GOV*

For any federally funded project, bidder agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

INSURANCE ACKNOWLEDGEMENT*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

DRUG-FREE WORKPLACE*

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

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Yes

NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*

Respondent acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

Curtis Long, Vice President

CONFLICT OF INTEREST*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY VOLUSIA COUNTY BOARD(S) OR COMMITTEE(S)?*

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No

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

BY CHECKING YES, THE RESPONDENT AGREES TO COMPLY WITH THE SUBMITTAL BOND REQUIREMENTS AS DESCRIBED IN THIS SECTION ABOVE.*

Yes

3. Public Entity Crime

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

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Yes

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the

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Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

BY SELECTING 'YES', THE RESPONDENT ACKNOWLEDGES AND AGREES TO THE 'CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.' *

Yes

6. Forms/Documentation

BID SUBMITTAL FORM *

Please download the below documents, complete, and upload.

- [Volusia Bid Submittal Form.pdf](#)

25-B-43JS_Bid_Submittal_Form.pdf

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MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

Sunbiz_2025.pdf

W-9*

Please attach current W-9 Form

W-9_Form_(Rev_March_2024).pdf

PROOF OF INSURANCE *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

P&S_Paving_2024-25_VC_Blanket_REVISED.pdf

HOLD HARMLESS AGREEMENT

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

Volusia_Hold_Harmless_Agreement(492425).pdf

PROFESSIONAL CERTIFICATION/LICENSES*

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

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Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

James_Combs_-_General_Contractors_License_(Expires_08-31-26).pdf
FDOT_PREQUAL_P_&_S_Paving,_Inc._2024_(EXP_0625).pdf

FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS' DETAIL BY ENTITY NAME REPORT *
Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

Sunbiz_2025.pdf

CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS*
Certification Affidavit by Prime Contractor as Local Business

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

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CERTIFICATION AFFIDAVIT OF SUBCONTRACTOR AS LOCAL BUSINESS *

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

PROHIBITION AGAINST CONTINGENT FEES*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

Prohibition_Against_Contingent_Fees(499042).pdf

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

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Download the attached form, complete, and upload completed form.

- [Volusia Human Trafficking A...](#)

Volusia_Human_Trafficking_Affidavit_08-07-2024_Solicitation_Document.pdf

7. Additional Information

DELIVERY AND/OR AVAILABILITY*

Please provide your delivery and/or availability timeframe:

48 hours notice to deliver asphalt. 5 business days to deliver screened sand. 2 weeks advance notice to place asphalt.

DO YOU ACCEPT ELECTRONIC FUNDS TRANSFER (EFT)? *

Yes

IF YES TO EFT QUESTION ABOVE, PROVIDE PERCENTAGE: *

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

None

PAYMENT TERMS *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

No discount.

WHERE IS THE LOCATION OF THE CONTRACTOR'S ASPHALT PLANT?*

Daytona Beach

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PLEASE SUBMIT YOUR TOTAL NUMBER OF EMPLOYEES. *

257

ARE YOU A SOLE PROPRIETOR? *

Yes

FUEL REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

3.1%

WHICH FUEL TYPE DOES YOUR FIRM USE PRIMARILY: *

diesel fuel

WAGE REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

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16%

MATERIALS REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for materials.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

46%

REFERENCES *

Please download the below documents, complete, and upload.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

- [References Form\(492427\).pdf](#)

Performance_References_VC_Asphaltic_Placement_and_Supply_Bid.pdf

PRICE TABLES

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT
 ITB No. 25-B-43JS
 Asphaltic Concrete Supply and Placement

ASPHALTIC CONCRETE SUPPLY - PICK UP BY COUNTY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete for pick up	1	TON	\$120.00	\$120.00
2	SP-12.5 asphaltic concrete for pick up	1	TON	\$115.00	\$115.00

ASPHALTIC CONCRETE - DELIVERED

Pricing for delivered asphaltic concrete is per ton and FOB Destination.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete delivered	1	TON	\$147.00	\$147.00
2	SP-12.5 asphaltic concrete delivered	1	TON	\$142.00	\$142.00

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON	\$171.00	\$171.00
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON	\$160.00	\$160.00
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON	\$164.00	\$164.00
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON	\$152.00	\$152.00

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$209.00	\$209.00
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$200.00	\$200.00
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$207.00	\$207.00
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$194.00	\$194.00

MILLING OF EXISTING SURFACES

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Milling<5,000 SY	1	SY	\$7.70	\$7.70
2	Milling>=5,000 SY	1	SY	\$5.20	\$5.20

PAVEMENT MARKINGS

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	6" yellow or white pavement markings - painted	1	LF	\$0.90	\$0.90
2	12" yellow or white pavement markings - painted	1	LF	\$3.10	\$3.10
3	18" yellow or white pavement markings - painted	1	LF	\$3.90	\$3.90

[P & S PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	24" yellow or white pavement markings - painted	1	LF	\$7.30	\$7.30
5	Pavement message - painted	1	EA	\$139.00	\$139.00
6	Arrow - painted	1	EA	\$127.00	\$127.00
7	6" yellow or white pavement markings - thermoplastic	1	LF	\$2.40	\$2.40
8	12" yellow or white pavement markings - thermoplastic	1	LF	\$8.50	\$8.50
9	18" yellow or white pavement markings - thermoplastic	1	LF	\$12.00	\$12.00
10	24" yellow or white pavement markings - thermoplastic	1	LF	\$16.90	\$16.90
11	Pavement message - thermoplastic	1	EA	\$271.00	\$271.00
12	Arrow - thermoplastic	1	EA	\$211.00	\$211.00

MISCELLANEOUS

Pricing for delivered screened sand is per ton and FOB Origin.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sand, screened, delivered	1	TON	\$29.00	\$29.00

BID SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] P & S Paving, Inc.
has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

x

Signature / Authorized Signatory

Curtis Long

Printed Name

Vice President

January 18, 2025

Title

Date

P & S Paving, Inc.

Company Name

3701 Olson Drive Daytona Beach, FL 32124

Full Address

386-258-7911

386-258-9313

clong@pandspavinginc.com

Telephone

Fax

E-mail Address

80-345-0667

59-3155035

Dun & Bradstreet #

Federal I.D. #

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P93000000510

Entity Name: P & S PAVING, INC.

Current Principal Place of Business:

3701 OLSON DRIVE
DAYTONA BEACH, FL 32124

Current Mailing Address:

3701 OLSON DRIVE
DAYTONA BEACH, FL 32124 US

FEI Number: 59-3155035

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SIMPSON, SCOTT E
595 WEST GRANADA BLVD.
ORMOND BEACH, FL 32174 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PST
Name PHILLIPS, TIMOTHY W
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

Title VP
Name LONG, CURTIS
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

Title SECRETARY
Name WEST, DIANA L
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DIANA WEST

**AUTHORIZED
REPRESENTATIVE**

02/10/2025

Electronic Signature of Signing Officer/Director Detail

Date

Request for Taxpayer
Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
P & S Paving, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
3701 Olson Drive

6 City, state, and ZIP code
Daytona Beach, FL 32124

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

5

9

-

3

1

5

5

0

3

5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

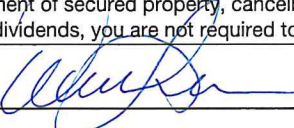
3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person



Date August 5, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc P.O. Box 2412 Daytona Beach FL 32115-2415	CONTACT NAME: Julie Kuhlman PHONE (A/C, No, Ext): (386) 239-5742 FAX (A/C, No): E-MAIL ADDRESS: Julie.Kuhlman@bbbrown.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: Great American Assurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER C: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER D: Westchester Surplus Lines Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER E: Travelers Excess and Surplus Lines Company</td> <td>29696</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Company	25658	INSURER B: Great American Assurance Company	16691	INSURER C: The Charter Oak Fire Insurance Company	25615	INSURER D: Westchester Surplus Lines Insurance Company	10172	INSURER E: Travelers Excess and Surplus Lines Company	29696	INSURER F:	
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INSURED P&S PAVING INC. 3701 OLSON DRIVE DAYTONA BEACH FL 32124															

COVERAGES**CERTIFICATE NUMBER:** 2024-25**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	VTC2K-CO-9T259756-IND-24	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	Y	Y	VTC2K-CAP-9T259768-IND-24	05/15/2024	05/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
B	UMBRELLA LIAB ☒ OCCUR	Y	Y	TUE 5070068 01	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☐ RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	UB-5W448764-24-25-D	05/15/2024	05/15/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	POLLUTION LIABILITY	Y	Y	G73551390 003	05/15/2024	05/15/2025	Each Pollution Condition \$2,000,000 General Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc		NAMED INSURED P&S PAVING INC.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

OTHER POLICIES:

INLAND MARINE-TRAVELERS EXCESS AND SURPLUS LINES COMPANY - (NAIC #29696)-POLICY #QT-630-6W809025-TXS-24-EFFECTIVE 5/15/24 TO 5/15/25-EQUIPMENT LEASED/RENTED \$750,000 LIMIT

INSTALLATION FLOATER-TRAVELERS EXCESS AND SURPLUS LINES COMPANY - (NAIC #29696)-POLICY #QT-630-6W809025-TXS-24-EFFECTIVE 5/15/24 TO 5/15/25-\$200,000 LIMIT

CURRENT BLANKET POLICY FORMS:

GENERAL LIABILITY:

1) CG D6 04 0219 - BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (ONGOING & COMPLETED OPERATIONS)

2) CGT100 0219 - COMMERCIAL GENERAL LIABILITY COVERAGE FORM (ADDITIONAL INSURED - LESSOR OF EQUIPMENT, ADDITIONAL INSURED - MGR OR LESSOR OF PREMISES; PRIMARY NON-CONTRIBUTORY)

3) CG D3 16 0219 - XTEND ENDORSEMENT FOR CONTRACTORS (WAIVER OF SUBROGATION)

4) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY

1) CA T4 99 - ADDITIONAL INSURED - BLANKET - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE

2) CA F2 19 0321 - BUSINESS AUTO EXTENSION ENDORSEMENT - FLORIDA (WAIVER OF SUBROGATION)

3) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

EXCESS LIABILITY

1) TAU9500 1197 - (FOLLOW-FORM COVERAGE)

THE EXCESS POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, EMPLOYERS LIABILITY, AND AUTO LIABILITY.

WORKERS COMPENSATION

1) WC 00 03 13 - WAIVER OF OUR RIGHT TO RECOVER

2) WC 99 06 R3 - NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS (30 DAY NOTICE OF CANCELLATION)

POLLUTION LIABILITY

1) ENV-3250 1218 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS

2) ENV-3251 1218 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS -COMPLETED OPERATIONS HAZARD

3) ENV-3143 0305 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

4) ENV-3253 1218 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

Not Applicable

HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or (*the above-named business*) entered into a Contract for _____ (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____
(signature)
Employee 1: _____ (print name) _____
(signature)
Employee 2: _____ (print name) _____
(signature)
Employee 3: _____ (print name) _____
(signature)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

(Seal)

NOTARY PUBLIC – STATE OF _____
Type or print name:

Commission No.: _____
Commission Expires: _____



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COMBS, JAMES GODFREY

P & S PAVING, INC.
3701 OLSON DRIVE
DAYTONA BEACH FL 32124

LICENSE NUMBER: CGC1529608

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 08/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 18, 2024

P & S PAVING, INC.
3701 OLSON DRIVE
DAYTONA BEACH, FLORIDA 32124

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

BRIDGE DECK OVERLAYS, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, SIDEWALK, Curb & gutter, Driveways, Driving Steel Sheet Piling, Fender Systems, Lift Station, Milling, Pile Driving, Rehabilitation of Concrete Pavement, Reinforced Earth Walls, Retaining wall, Rip Rap, Rubble Rip Rap, Traffic Separators, Underground Utilities (Water & Sewer), Utility Work.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive, flowing style.

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P93000000510

Entity Name: P & S PAVING, INC.

Current Principal Place of Business:

3701 OLSON DRIVE
DAYTONA BEACH, FL 32124

Current Mailing Address:

3701 OLSON DRIVE
DAYTONA BEACH, FL 32124 US

FEI Number: 59-3155035

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SIMPSON, SCOTT E
595 WEST GRANADA BLVD.
ORMOND BEACH, FL 32174 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PST
Name PHILLIPS, TIMOTHY W
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

Title VP
Name LONG, CURTIS
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

Title SECRETARY
Name WEST, DIANA L
Address 3701 OLSON DRIVE
City-State-Zip: DAYTONA BEACH FL 32124

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DIANA WEST

**AUTHORIZED
REPRESENTATIVE**

02/10/2025

Electronic Signature of Signing Officer/Director Detail

Date

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

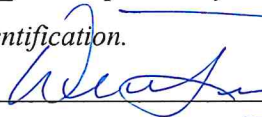
The firm, P & S Paving, Inc., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By  Date 02.18.25
(Signature)

By Curtis Long, Vice President
Corporate Officer Name & Title

STATE OF Florida
COUNTY OF Volusia

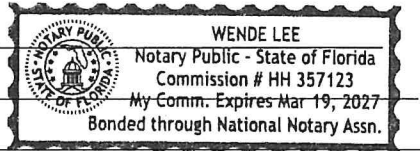
Sworn to/affirmed and subscribed before me this 18th day of February, 20 25, by
Curtis Long, who is personally known to me or who has produced
_____ as identification.


NOTARY PUBLIC – STATE OF Florida

Type or print name:

Commission No.:

Commission Expires:



(Seal)

Contractor Name: P & S Paving, Inc.

Solicitation Number: 23 B 43JS

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: P & S Paving, Inc. ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

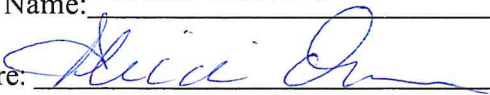
Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use **coercion to employ any person for labor or services.** Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Alicia Ochoa Title: Human Resources Manager

Signature:  Date: February 18, 2025



Performance References

Florida Department of Transportation
1650 N Kepler Road
Deland, FL 32724
Margaret LoPiccolo, margaret.lopiccolo@dot.state.fl.us
386-943-5342

P & S Paving, Inc. is currently working on multiple resurfacing and new road construction projects with FDOT.

City of Deland
120 S Florida Ave
Deland FL 32720
Salvatore Lagreca, lagrecas@deland.org
386-676-7202

P & S Paving, Inc. performed annual mill and resurfacing for the city in various subdivisions.

City of Daytona Beach
301 S Ridgewood Ave
Daytona Beach, FL 32114
Joanne Flick, FlickJoanne@CODB.US
386-671-8080

P & S Paving, inc. is currently working on the annual mill and resurfacing contract for streets and parking lots.



CONSTRUCTION CONTRACT

Between

THE COUNTY OF VOLUSIA

AND

P & S PAVING, INC.

Contract No. C2040

ITB No. 25-B-130SR

Project No. 22-SQ-155SR

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, Florida 32720-4608
www.volusia.org/purchasing

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CONSTRUCTION CONTRACT FOR THE HAND AVENUE IMPROVEMENTS FOR THE COUNTY OF VOLUSIA

THIS CONTRACT is made and entered into by and between the COUNTY OF VOLUSIA, FLORIDA, a body corporate and politic and a political subdivision of the State of Florida, with its principal office located at 123 West Indiana Avenue, Deland, Florida 32720-4613 (the "County"); and P & S Paving, Inc., a corporation duly authorized to conduct business in the State of Florida, with its principal office located at 3701 Olson Drive, Daytona Beach, Florida 32124 (the "Contractor").

RECITALS:

WHEREAS, the County desires to retain the Contractor in accordance with ITB No. 25-B-130SR, (the "ITB") to perform all work ("Work") in connection with the construction of Hand Avenue Improvements ("Project"); and

WHEREAS, County will select and retain an Architect/Engineer and CEI Consultant to administer the Project in conjunction with the County Engineer; and

WHEREAS, Contractor is competent and qualified to furnish the specified services to the County and desires to provide such services according to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants, and considerations set forth in the Contract, the County and Contractor agree as set forth herein.

ARTICLE 1 - THE CONTRACT DOCUMENTS & PERMITS

1.1 The "Contract" between the County and Contractor consist of the Contract Documents which shall include the following: this Contract, the General Conditions, the Special Conditions, the Contractor's Bid Documents, the Contract Plans and Technical Specifications (Contract Plans), Specifications, and related forms and appendices, Addenda issued prior to execution of this Contract, Modifications issued after execution of this Contract, all of which form the Contract and are incorporated herein.

1.2 **Exhibits.**

1.2.1 The exhibits listed below are incorporated into and made a part of this Contract.

- 1.2.1.1 Exhibit "A", General Conditions
- 1.2.1.2 Exhibit "B", Special Conditions
- 1.2.1.3 Exhibit "C", Bid Documents and Insurance Requirements
- 1.2.1.4 Exhibit "D", Payment and Performance Bond
- 1.2.1.5 Exhibit "E", Roadway and Drainage Plans
- 1.2.1.6 Exhibit "F", Signing and Pavement Plans
- 1.2.1.7 Exhibit "G", Signalization Plans
- 1.2.1.8 Exhibit "H", Technical Specifications

1.2.1.9 Exhibit "I", Stormwater Report

1.3 Enumeration and clarification as to the applicability of some of the Contract Documents is further described below.

1.3.1 Contract Plans and Technical Specifications include the most recent versions of the following:

- Exhibit "E", Roadway and Drainage Plans
- Exhibit "F", Signing and Pavement Plans
- Exhibit "G", Signalization Plans
- Exhibit "H", Technical Specifications

1.4 **Permits**. The County has secured the permits enumerated in Section 1.4.1 below. Contractor shall strictly comply with the requirements of the permits and the permitting agencies.

1.4.1 St. Johns River Water Management District and Florida Department of Transportation.

1.5 Contractor shall obtain and pay for any permits not enumerated in Section 1.4.1 above, as required to perform the Work and complete the Project.

1.6 Contractor shall provide or perform the following as a condition precedent to commencing the Work:

1.6.1 N/A for this project.

1.7 **Authority for Contracting.**

1.7.1 By executing this Contract, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation:

1.7.1.1 The location, conditions, layout and nature of the Project site and surround,

1.7.1.2 Anticipated labor supply and costs,

1.7.1.3 Availability and cost of materials, tools, equipment, and other similar issues, and

- 1.7.1.4 The County assumes no responsibility or liability for the physical conditions or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work and the County shall not be required to make any adjustment in either the agreed amount of the Contract Price or the Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements hereof.
- 1.7.2 This Contract between the County and the Contractor is intended solely for the benefit of the County and the Contractor and no other persons or entities. The services to be performed hereunder shall be performed by the Contractor's own staff, unless otherwise authorized by the County. The employment of, contract with, or use of the services of any other person or firm by the Contractor, as consultant or otherwise, shall be subject to the prior written approval of the County. Such approval shall not be construed as constituting a Contract between the County and any such person or firm. Failure to obtain such approval or the use of unauthorized persons, firms, consultants, or subcontractors shall constitute a material breach of this Contract.
- 1.7.3 In the event the parties hereto enter into a subsequent Modification specifically modifying this Contract between County and Contractor, it is expressly agreed that such modification shall take precedence over this Contract to the extent of the modification only.
- 1.7.4 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 1.7.5 Work not covered in the Contract Documents shall not be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results.
- 1.7.6 Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.7.7 The organization of the Technical Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any one of them.
- 1.7.8 **Order of Precedence.** If Contractor finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the Architect/Engineer's attention, in writing, and request the Architect/Engineer's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Contractor to the Architect in a timely fashion so as not to cause additional costs due to delay.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

- 1.7.8.1 Modifications to the Contract
- 1.7.8.2 Contract between the County and Contractor
- 1.7.8.3 Exhibit A, General Conditions
- 1.7.8.4 Exhibit B, Special Conditions
- 1.7.8.5 Exhibit E, Roadway and Drainage Plans
- 1.7.8.6 Exhibit F, Signing and Pavement Plans
- 1.7.8.7 Exhibit G, Signalization Plans
- 1.7.8.8 Exhibit H, Technical Specifications
- 1.7.8.9 Exhibit I, Stormwater Report
- 1.7.8.10 Exhibit C, Bid Documents and Insurance Requirements
- 1.7.8.11 Exhibit D, Payment and Performance Bond
- 1.7.8.12 Contractor's Bid Proposal

1.7.9 In the case of conflicts between drawings or between provisions of the specifications, the more detailed or specific of the conflicting provisions or representations shall take precedence. For example, where figured dimensions are shown on the drawings, they shall take precedence over scaled distances and scaled dimensions, and detail drawings shall govern over general drawings.

1.7.10 In those cases where it is not reasonably clear which of the conflicting provisions or representations is the more detailed or specific, the Contractor shall be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless he shall have, prior to submitting the Contract Price, asked for and obtained a written decision of the A/E as to which quantity or quality or method or materials shall be required.

ARTICLE 2 - CONTRACTOR'S SERVICES AND TERM

- 2.1 The Contractor agrees during the term of this Contract to timely complete the Project. Contractor shall provide all survey, permits, labor, supervision, and equipment necessary to provide for construction services in accordance with specifications provided by the County in Exhibit "E" through Exhibit "H", other contract documents prepared by Volusia County, and all applicable building codes.
- 2.2 The Contractor shall diligently proceed with the completion of the Project in accordance with the date expressly set forth in the Notice to Proceed.
- 2.3 **Liquidated Damages**. If applicable, should the Contractor fail to timely meet the Work requirements of the Project by the Completion Date, the parties hereto agree that as liquidated damages, and not as penalty, the Contractor shall pay to the County **TWO THOUSAND SIX HUNDRED FIFTY DOLLARS and 00/100 (\$2,650.00)** for each day after the Completion Date, until the Project is completed, as certified by the County Project Manager. The dollar amount for liquidated damages will be determined by the level of risk

to the County. Liquidated damages will only be assessed to recover actual cost incurred by the County.

- 2.4 **Term.** The Work to be performed under this Contract shall be substantially completed within three hundred (300) days after delivery of notice from the County to Contractor to proceed ("Notice to Proceed"). The Work shall be fully completed thirty (30) days after the actual date of substantial completion for a total contract time of three hundred thirty (330) days after the Notice to Proceed.
- 2.5 Contractor shall at all times diligently pursue completion of the Work and shall make all commercially reasonable efforts to avoid delay in progress of the Work. Contractor shall promptly notify County if Contractor experiences any delay in performance of the Work.
- 2.6 In the event that the Contractor shall fall behind schedule at any time, for any reason, and such delay is adversely affecting the County's timely occupation of the Project for its intended purpose, the County shall be entitled to direct acceleration or re-sequencing of the Work to bring the Project back on schedule. The Contractor shall reserve in each of its subcontracts entered into in connection with the Project, a right to accelerate consistent with the Contractor's obligations hereunder.
- 2.7 In the event the Contractor determines that the Completion Date cannot be met by re-sequencing the work, then the Contractor shall immediately provide the County, and in any event within three (3) days after the date of receipt of the County's instruction for re-sequencing or accelerating, a plan to complete the Project in the shortest possible time. No approval by the County of any plan for re-sequencing or accelerating of the work submitted by the Contractor pursuant to this clause shall constitute a waiver by the County of its rights of recovery of liquidated damages as a result of delayed Project completion.
- 2.8 **Change in the Work.** The County may order changes in the service consisting of additions, deletions, or other revisions within the general scope of the Contract, insurance and bond requirements, as applicable. No claims may be made by the Contractor to change the amount of Contract Price of the Contractor or other adjustments to the Work, unless such changes or adjustments have been made by written amendment to this Contract and duly executed by the County. If the Contractor believes that any particular service is not within the Work described in this Contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor shall immediately notify the County Project Manager in writing, of this belief. If the County Project Manager determines that the particular work is within the Work, the Contractor shall continue with the work at the cost stated for the work within the scope. The Contractor shall assert a right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order and the assertion shall be written and shall be sent in accordance with the notice requirements of Section 11.2 - Notice. No additional work shall be performed, or extra materials purchased until an amendment or change order to this Contract has been fully executed by all parties.

2.8.1 Changes in the Work shall be made in accordance with Section 10.4 of the General Conditions.

2.9 **Acceptance of Work.** Inspection of the finished work shall be performed by the County to determine the acceptability of the work for payment. As a result of said inspections, the County will provide the Contractor with a “punch list” of items, and an estimated cost to complete each item on the list per paragraphs 4.2.14 and 4.3 below of this contract, considered by the County to be substandard. If after twenty (20) days the Contractor fails to remedy all punch list items to the satisfaction of the County, the County may, but shall not be obligated to cause all such remaining items to be remedied through the use of other contractors and deduct the cost.

2.10 **Release of Liens.** The Contractor shall deliver to the County, a complete release of liens arising out of each project before the final request for payment is made. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the County such amount as the County may be compelled to pay in discharging such liens, including all costs and reasonable attorney’s fees.

2.11 **Responsibility of the Contractor.**

2.11.1 All work shall be scheduled and performed during normal business hours (Monday to Friday, 8:00 a.m. to 5:00 p.m. EST) unless otherwise approved by the County.

2.11.2 The Contractor and County shall be jointly responsible for verifying unit quantities per project or per phase of each project. The Contractor shall be responsible for verifying the quantities and the removal of all materials identified in the project description, survey, plans, specifications and other contract documents. When asbestos removals are indicated, the requirement is to remove all regulated or non-friable asbestos-containing material from the locations and systems noted in the Project description, survey, plans, specifications and other contract documents. The requirement shall also to include incidental accessories that are a part of the system.

2.11.3 **General Provisions.** The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract including coordination of the work of all Subcontractors.

2.11.3.1 Unless otherwise provided in the Contract Documents, Contractor shall furnish and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work. The Contractor shall check all materials entering the Project site, including materials furnished under trade

contracts, and labor performing any portion of the Work and shall keep full detailed accounts of such materials and labor.

2.11.3.2 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, cleaned and conditioned in accordance with manufacturers' recommendations. Likewise, materials and equipment shall be stored in accordance with manufacturers' recommendations, or in such a manner as to ensure the preservation of their quality and fitness for incorporation in the Work. When considered necessary by the Architect, such materials and equipment shall be placed on wooden platforms or other elevated surfaces, and/or shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

2.11.3.3 Manage, schedule and direct the Work including the activity of Subcontractors and coordinate the performance of the Work, such as to complete the Project in accordance with County's objectives of cost, timeliness and quality.

2.11.3.4 The Contractor shall not be relieved from its obligations to perform the Work in strict accordance with the Contract Documents either by the activities or duties of the County or its representatives, or by inspections, tests or approvals required or performed by persons other than the Contractor, unless such deviation shall have been approved by the County in writing.

2.11.4 **Contractor's Project Site Organization.** Maintain a competent full-time staff at the Project site to coordinate and direct the Work and the progress of the Subcontractors on the Project. Identify an on-site senior staff member (Project Manager) to represent Contractor on a daily basis with authority to negotiate change orders and contract modifications on behalf of Contractor so as not to delay the progress of the Work. The Project Manager shall represent Contractor and all communications given to the Project Manager shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

2.11.4.1 **Key Management Personnel.** All of Contractor's on-site management and supervisory personnel shall be approved by the County prior to assignment to the Project and shall not be removed or replaced without County's consent. The County shall have the right to direct the Contractor to remove or replace any on-site personnel whose performance becomes unsatisfactory to the County. In such event the Contractor shall promptly replace such personnel.

2.11.4.2 **Superintendence.** The Contractor shall employ a competent Project Superintendent and necessary assistants who shall be in attendance at

the Project site during the progress of the Work. It shall be the responsibility of the Project Manager and Superintendent to coordinate the work of all Trade Contractors under contract with the Contractor.

2.11.4.3 **Labor Relations.** Develop, implement and administer as necessary an effective labor relations program for the Project in order to avoid labor disputes during performance of the Contract.

2.11.4.4 The Contractor shall at all times enforce strict discipline and good order among its employees and all Subcontractors under direct or indirect contract with the Contractor and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to it.

2.11.4.5 The Contractor shall be responsible to the County for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a direct or indirect contract with the Contractor.

2.11.4.6 Review the Project Schedule with the Subcontractors and, if necessary, expand the level of detail to incorporate specific Subcontractor input consistent with the overall completion requirements.

2.11.4.6.1 Provide regular monitoring and updating of the Project Schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable milestone dates.

2.11.4.6.2 Review schedule for work not started or incomplete, take appropriate measures and action to meet the scheduled milestone dates.

2.11.4.6.3 Provide summary reports of each monitoring and document all changes.

2.11.4.6.4 Include regular schedule updates and reporting as part of the Progress Reports required in Exhibit "E" through Exhibit "H".

2.11.4.6.5 Display the current Project Schedule in the on-site office for review at progress meetings.

2.11.4.7 Determine the adequacy of the Subcontractors labor force and equipment and the availability of materials and supplies to meet the Project Schedule. Take necessary corrective actions when these requirements are not being met by any Subcontractor and advise the County of same.

2.11.4.8 Give all notices required by and exercise best efforts to ensure that all Work is performed and constructed so that it complies with the applicable laws and ordinances, the Plans and Specifications, requirements of regulatory agencies having jurisdiction on the Project including, without limitation, the requirements of the National Fire Prevention Association (NFPA), the State Fire Marshall, and the Occupational Safety and Health Administration (OSHA), and all codes governing public buildings, without, however, assuming any of the A/E's responsibilities for design in accordance therewith. The Contractor shall be responsible for performing all Work so that it is satisfactory to the regulatory agencies required to inspect and approve the Work. It is not the responsibility of Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations unless such laws, statutes, building codes and regulations bear upon the performance of the Work by the Contractor. However, should the Contractor become aware of any conflicts, inconsistencies, or omissions in the Plans and Specifications which might result in work inconsistent with the requirements of such regulatory agencies, the Contractor shall, at once, notify the County and request its written instruction and interpretation of the Plans and Specifications. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, it shall assume full responsibility therefore and shall bear all costs attributable thereto.

2.11.5 **New Material.** The Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this contract are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

2.11.6 The Contractor shall be responsible for obtaining, and include in their price, any/all permits and licenses necessary to perform any/all work specified. The Contractor shall act as the Owner's representative for purposes of preparing and submitting all required notifications, obtaining required permits, and paying all fees associated therein with the project.

2.11.7 The County, the Contractor shall maintain a current copy of one or all of the following documents at a particular job site:

2.11.7.1 Occupational Safety and Health Administration, Title 29, Code of Federal Regulations:

2.11.7.1.1 Section 1910 Subpart S - Electrical (with copy of SBBC approved Lock-out Tag-out procedures for electrical, mechanical, pneumatic and hydraulic systems).

2.11.7.1.2 Section 1910 Subpart D - Walking Working Surfaces.

2.11.7.1.3 Section 1926.58 - Temporary Power.

2.11.7.1.4 Environmental Protection Agency Title 40 CFR Part 61 NESHAP:

2.11.7.1.4.1 Subpart A - General Provisions.

- 2.11.8 The Contractor shall be responsible for compliance of all relevant local, State, and Federal regulations including but not limited to the above-mentioned regulations. Where compliance with two or more industry standards or sets of requirements is specified and overlapping if those different standards or requirements establishes different or conflicting levels of quality, protection or service, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the contract documents.
- 2.11.9 **Hazardous Materials.** The Contractor shall provide medical monitoring to any of his employees or agents that may be exposed to hazardous materials or substances in excess of background levels during any phase of a project. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor shall hold the County of Volusia harmless for failure to comply with any applicable safety and health regulation on the part of himself, his employees, and/or his Subcontractors.
- 2.11.10 **Utilities.** The Contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or are inadequate at the job site, the Contractor shall provide at their own expense, all necessary temporary utilities required for the work specified.
- 2.11.11 **Demolition Activities, Asbestos.** When applicable, if the structure qualifies, the Contractor shall at least ten (10) working days prior to the start of demolition activities, submit written notification of demolition of regulated asbestos (DEP FORM 62-257.900(1)) in accordance with FAC Chapter 62-257 via certified mail to:

Florida Department of Environmental Protection
Air Program
3319 Maguire Blvd., Suite 232
Orlando, FL 32803-3767

- 2.11.11.1 The Contractor shall clean the work area at the end of each day's demolition activities. All visible debris shall be properly containerized prior to leaving the work area. The work area shall be secured after termination of the workday to prevent entry. The Contractor shall transport and dispose of asbestos waste in full compliance with 40 CFR 61, SUBPART A, 49 CFR 171 and 49 CFR 172 and disposal in a proper location including all fees related to disposal (i.e. tipping fees). The Contractor shall not be permitted to use County trash receptacles.
 - 2.11.11.2 The Contractor shall be responsible for using engineering controls and work practice methods in accordance with 29 CFR 1926.
 - 2.11.12 During the Project, the Contractor is responsible for security, fire safety and damage to equipment and other County property losses incurred by the Contractor and his labor force.
 - 2.11.13 The County reserves the right to monitor/inspect, request work modifications, cease work or to have personnel removed from County property throughout the duration of this Contract.
 - 2.11.14 The Contractor shall be responsible for the professional and technical accuracy of all services furnished by the Contractor and its Sub-Contractors under this Contract.
 - 2.11.15 The Contractor shall serve as an expert witness for the County in any legal proceedings arising in connection with this Contract, if the County so requests.
- 2.12 **Representative of County.** All services authorized under this Contract shall be under the direction of the County Representative, who shall have final decision authority for all phases of the services, including general direction, review and approval of the services.
- 2.13 **Representative of Contractor.** Contractor shall, at all times during the normal work week, designate or appoint, one or more Project Managers who are authorized to act on behalf of Contractor regarding all matters involving the conduct of the performance pursuant to this Contract and Project, and shall keep the County Project Manager continually advised of such designation.
- 2.14 **Continuing the Work.** The Contractor shall carry on the Work and adhere to the progress schedule during all disputes of this Contract with the County. No Work shall be delayed or postponed pending resolution of any disputes of this Contract, except as specifically set forth herein, or as the County and Contractor may otherwise agree in writing.
 - 2.14.1 **Informal Dispute Resolution:** If a dispute arises between the parties concerning a Request for Information, Change Order, Field Change Orders, a unit price or quantity of any material(s), the cost of labor, or interpretation of the specifications in any Contract Document, regardless of whether or not a change in said unit price

or quantity of any material(s), cost of labor, or interpretation of the specifications would result in an increase, decrease, or no change in the total Contract Price of this Contract, and the parties (i.e., Contractor's designated representative and County's designated representatives (i.e., Architect/Engineer and County Project Manager) are unable to resolve such dispute within five (5) calendar days of notice from the other party of the dispute, then within five (5) calendar days thereafter, the applicable Project Manager and Consultant for the County and Project Manager for the Contractor shall promptly bring the disputed matter to an informal mediation conference at a date, time, and location mutually agreeable to all parties. The County and Contractor shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding.

2.14.2 **Formal Dispute Resolution:** See Article 7 of this Contract.

2.14.3 Each party agrees to bear its own costs and attorney's fees relating to any dispute resolution procedures described in this section including without limitation attorney's fees and costs, and any travel or related expenses of personnel or senior management whose presence may be deemed necessary to resolve such issues, disputes or controversies.

2.15 **Deliverables.** The Contractor shall deliver to the County any and all reports and any other deliverable required under the Project in a format approved by the County.

2.16 **Time is of the Essence.** Time is of the essence for all Projects performed in accordance herewith.

2.17 **Standards.** The Contractor shall be responsible for the professional quality and the accuracy of all deliverables and services provided under this Contract and shall, without additional compensation, correct any errors in the same. Deliverables prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in this Contract, be thoroughly researched for accuracy of content, be grammatically correct and not contain errors, be numerically accurate, be submitted in the format approved in advance by the County Project Manager and be submitted for advance review and comment by the County Project Manager. The cost of correcting errors, correcting report data, or making other revisions required to bring the deliverable into compliance with the requirements of this Contract shall be borne solely by the Contractor.

2.18 **Value Engineering.** The Contractor shall review the plans and specifications as prepared by the A/E and perform value engineering services. The County Representative, the A/E and the Contractor shall review the proposed changes and the County shall determine which shall be incorporated into the plans and specifications. As an optional service, the Contractor may be called upon to develop these changes into drawing formats generally compatible with the existing plans and specifications. The fee for this optional work will be determined when required.

- 2.19 **Project Site Facilities.** Review the Plans and Specifications to ensure that they contain provision for all temporary facilities required for the performance, management, inspection and supervision of the Work.

ARTICLE 3 - SCOPE OF WORK AND CLAIMS

- 3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described in the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to completely perform the Work and complete the Project in accordance with the Contract Documents.

The Work under this Contract consist of new construction of the Hand Avenue Improvements from Clyde Morris Boulevard to Nova Road in Ormond Beach, Florida.

- 3.2 Changes in the Work shall made in accordance with Section 10.4 of the General Conditions.

- 3.3 **Claims by Contractor.** When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the County, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth in these Contract Documents for preservation, presentation and resolution of the claim.

- 3.3.1 Submission of timely notice of intent to file a claim, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any court, arbitration, or other formal claims resolution proceeding against the County for the items and for the sums or time set forth in the Contractor's written claim. The failure to provide such notice of intent, time extension request, written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim. **Content of Written Claim.** As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract Documents, for any claim, the Contractor shall submit a written claim to the County which will include for each individual claim, at a minimum, the following information:

- 3.3.1.1 A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim.

- 3.3.1.2 The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

- 3.3.1.3 Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications.

- 3.3.1.4 Identification of the provisions of the Contract Documents which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract Documents which allegedly have been breached and the actions constituting such breach.
 - 3.3.1.5 A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - 3.3.1.5.1 Documented additional job site labor expenses.
 - 3.3.1.5.2 Documented additional cost of materials and supplies.
 - 3.3.1.5.3 A list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each.
 - 3.3.1.5.4 Any other additional direct costs or damages and the documents in support thereof.
 - 3.3.1.5.5 Any additional indirect costs or damages and all documentation in support thereof.
 - 3.3.1.6 A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance, or occurrence.
- 3.3.2 **Compensation for Delay.** Notwithstanding anything to the contrary contained in the Contract Documents, additional Contract Time shall be the Contractor's sole remedy for any delay other than to perform extra work caused by the County unless the delay shall have been caused by acts constituting willful or intentional interference by the County with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the County of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the performance of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental Contracts, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the County pursuant to the Contract Documents, shop drawing approval process delays, expansion of the physical limits of the Project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not be deemed to constitute

willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

3.3.3 **Non-Recoverable Items.** The parties agree that for any claim the County will not have liability for the following items of damages or expense:

3.3.3.1 Loss of profit, incentives or bonuses;

3.3.3.2 Any claim for other than extra work or delay;

3.3.3.3 Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, diminution of business value, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

3.3.3.4 Acceleration costs and expenses, except where the County has expressly and specifically directed the Contractor in writing "to accelerate at the County's expense"; nor

3.3.3.5 Attorney fees, claims preparation expenses and costs of litigation.

ARTICLE 4 - COMPENSATION; PAYMENTS; PUNCHLIST

4.1 **Compensation.** As consideration for the Contractor satisfactorily completing the Project in accordance with the terms and conditions of this Contract, the County agrees to pay the Contractor a dollar amount equal to Contractor's "Total Base Bid," FOUR MILLION FORTY-EIGHT THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS AND 47/100 (\$4,048,151.47), plus the total actual expense incurred as direct bond premiums and costs, estimated in the line designated as "Payment and Performance Bond", as shown in Exhibit "C" hereto. The Contract Sum shall be **FOUR MILLION FORTY-EIGHT THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS AND 47/100 (\$4,048,151.47)**. Payment and Performance Bond prices are subject to adjustment based on actual premiums paid. Contractor agrees that the Contract Price includes the entire Cost of the Work for the Project at the time of execution of this Contract.

4.1.1 The Contract Price shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Project costs which result in an increase in the cost to Contractor to perform this Contract or because the time for completion varies from the original estimate, including completion or substantial completion of this Contract prior to the scheduled or Contract completion date or on account of County's election to furnish any of the Work.

4.2 **Payments.** In each invoice for payment, the Contractor shall certify as follows:

- 4.2.1 Contractor shall deliver with the invoice, as a condition precedent to payment thereof, waivers of lien for each of its Subcontractors.
- 4.2.2 The County shall promptly review each invoice for payment and make such exceptions, as the County reasonably deems necessary or appropriate under the state of circumstances then prevailing.
- 4.2.3 Based upon the approved invoice, the County shall make payment to Contractor in the amount approved, subject, however, to the provisions of this Section 4.2. The payment of any invoice for payment by the County does not constitute approval or acceptance of that part of the Project to which such payment relates or relieve the Contractor of any of its obligations hereunder with respect hereto.
- 4.2.4 In accordance with Florida Statute § 255.078, the County shall retain five percent (5%) of the gross amount of each monthly payment request. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to the County.
- 4.2.5 Contractor shall submit a monthly Application for Progress Payment to the County, which may require execution of a separate or integrated Contractor's Release and Affidavit. The period covered by each Application for Progress Payment shall be one calendar month unless otherwise agreed in writing. The County shall process the Application for Progress Payment in accordance with the Local Government Prompt Payment Act; Florida Statutes §218.70-.80 and the Contract Documents.
- 4.2.6 The Application for Progress Payment shall be supported by documents and data as required by the County to substantiate its accuracy. The Contractor and County shall agree on a schedule of values as a basis for reviewing the Contractor's Applications for Progress Payment.
- 4.2.7 Subject to other provisions of the Contract Documents, the amount of each payment shall be determined by multiplying the percentage of completion of a designated portion of the Work as listed in the agreed schedule of values, by the lump sum Contract Price allocated to that portion of the Work, less retainage, or in the case of a unit price pay item, by multiplying the unit price per item by the number of units incorporated into the Project, less retainage. Where items are listed for payment as lump sum units and the Contract Plans do not show estimates of component quantities, the Contractor is solely responsible for his own estimates of such quantities. For those items having variable final pay quantities that are dependent on actual field conditions, use and measurement, the quantities shown in the Plans and in the proposal, form are approximate and provide only a basis for calculating the bid upon which the County awarded the Contract.
- 4.2.8 Contractor shall include in its Application for Progress Payment, that portion of the Contract Price properly allocable to materials and equipment delivered and

suitably stored at the Project site for incorporation into completed construction, less retainage.

- 4.2.9 Retainage shall be withheld in accordance with Florida Statute §218.735. Contractor may submit a payment request for all retainage withheld in accordance with §218.735(7)(e); after submission of the final invoice.
- 4.2.10 Contractor shall pay its subcontractors and suppliers in accordance with Florida Statute §218.735(6). Contractor shall require its subcontractors to pay all of the subcontractor's subcontractors in accordance with §218.735(6).
- 4.2.11 Per Florida Statute §255.05(11), the County may condition payment of a Progress Payment or Final Payment on the production of a release, waiver or like documentation from a claimant demonstrating that the claimant does not have an outstanding claim against the contractor, the surety, the payment bond, or the County for payments due on labor services or materials furnished on the project unless the Contractor provides the County with a written consent from the surety regarding the Project or payment in question. No party requiring a release from a claimant may require use of a form other than those specified in Florida Statute §255.05(2)(b-c).
- 4.2.12 Contractor shall prepare and submit an Application for Final Payment when Contractor believes in good faith that Substantial Completion of the Work has been achieved. The County shall review the application and perform a Substantial Completion inspection. Per Florida Statute §255.077(4), the County may withhold up to one-hundred fifty percent (150%) of the estimated cost to complete Punch list items if Contractor has not completed items on the Punch list. If the County determines that the Project is Substantially Complete, the County will have the right to occupy and use the Project and shall have the right to exclude Contractor from the Project (or a specified part thereof) , but shall allow Contractor reasonable access to complete or correct items on the list of incomplete items/punch list.
- 4.2.13 Within thirty (30) days of certification of Substantial Completion, the County shall provide Contractor a preliminary list of items required to render the Work complete, satisfactory and acceptable to the County, (i.e., the "Punchlist"). The Contractor shall provide any comments, including Contractors estimated time to complete all items on the list, to the County in writing within five (5) days of receipt of the preliminary list from the County. The County shall review the Contractors written comments and deliver to Contractor a final list of items within five (5) days of receipt of Contractor's comments. Contractor shall perform all items on the final list within thirty (30) days of receipt from the County unless otherwise agreed in writing by the County. The County shall determine the estimated costs of the Punchlist items using the factors contained in paragraph 4.3, Cost of the Work, of this Contract.
- 4.2.14 Contractor shall notify the County and the Project Manager that the Project is ready for Final Inspection upon completion of all items on the final list. The County will

then schedule the Final Inspection, in coordination with the Contractor. The Final Inspection shall be conducted by the County, within ten (10) days of the Contractor's notification to the County. Following the Final Inspection, the County shall provide the Contractor a list of any additional items for corrective action and conduct an additional inspection, if necessary, to ensure that the Work has been completed.

- 4.2.15 The County reserves the right, if it discovers an error in the partial or final quantity estimates used for payments, or if it discovers that the Contractor performed defective Work or used defective materials, after the Final Payment has been made, to claim and recover from the Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.
- 4.2.16 Contractor shall retain all records pertaining to the Project for a period of three years from the date of the County's final acceptance of the Project. Upon request, Contractor shall make all such records available to the County or its representative. For the purpose of this Article, records include all books of account, supporting documents, and papers that the County deems necessary to ensure compliance with the Contract.
- 4.2.17 Any provisions hereof to the contrary notwithstanding, the County shall not be obligated to make current payment to the Contractor hereunder if any one of the following conditions exists:
 - 4.2.17.1 The Contractor fails to diligently prosecute the Work in an efficient, timely, and workmanlike manner and in strict accordance with the provisions of the Contract Documents; or
 - 4.2.17.2 The Contractor fails to use an adequate number of qualified personnel and sufficient equipment to complete the Project without undue delay; or
 - 4.2.17.3 The Contractor fails to make prompt payments to its Subcontractors, suppliers, materialmen, or laborers; or
 - 4.2.17.4 The Contractor is otherwise in default of any of its obligations hereunder or otherwise is in default under any of its contractual requirements; or
 - 4.2.17.5 The Contractor failed to provide a certified letter of the proper removal of lead and/or asbestos; or
 - 4.2.17.6 Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before the County makes payment on those items. The Contractor shall only issue invoices for services rendered. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed two percent

(2%) per month on all undisputed invoices not paid within twenty (20) days after receipt and acceptance of the service, and receipt by the County of a properly completed invoice, whichever is later. Invoices for payments hereunder shall be submitted to the Project Manager.

4.2.17.7 To be deemed proper, all invoices shall comply with the requirements set forth in this Contract and shall be submitted on the form and pursuant to instructions prescribed by the County.

4.3 **Cost of the Work.** The Cost of the Work shall include, without limitation, the cost items set forth as follows:

- 4.3.1 The cost of all materials, supplies and equipment incorporated in the Work and the cost of transportation and storage thereof. The County, at its sole discretion, may make payment for materials, supplies or equipment stored off-site;
- 4.3.2 Payments made by the Contractor to its Subcontractors for work performed for the Project under trade or subcontract contracts;
- 4.3.3 The cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are used and consumed in the performance of the Work and the cost, less salvage value, on items used but not consumed which remain the property of the Contractor. This cost shall not include the cost of materials, supplies, equipment, temporary facilities and hand tools furnished by Subcontractors as part of their trade work which shall be incorporated in the trade contracts cost;
- 4.3.4 Rental charges of all necessary motor vehicles, machinery and equipment, including hand tools, whether rented from the Contractor or others, and including transportation and delivery costs, installation, maintenance, repair and replacement, and dismantling and removal, at rental charges consistent with those prevailing in the area of the Project;
- 4.3.5 Actual cost, without mark-up, of the premium for all insurance and bonds which the Contractor is required to provide pursuant to this Contract;
- 4.3.6 Sales, use, gross receipt, or similar taxes related to the performance of the Work, imposed by any governmental authority and for which the Contractor is liable;
- 4.3.7 Building and operating permit fees, inspection and filing fees, sewer and water fees and deposits lost for causes other than Contractor's own negligence;
- 4.3.8 Losses, expenses or damages to the extent not compensated by insurance or otherwise, including settlement made with the written approval of the County;
- 4.3.9 The cost of corrective work (within the Contract Sum limit);

- 4.3.10 Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items;
 - 4.3.11 Cost of debris and trash removal including daily cleanup;
 - 4.3.12 Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc.;
 - 4.3.13 Cost related to emergencies affecting the safety of persons and loss of property;
 - 4.3.14 Legal costs properly resulting from prosecution of the Work for the County, provided that they are not the result of Contractor's own negligence or malfeasance. Legal costs incurred in connection with disputes with the County shall not be included in the Cost of the Work;
 - 4.3.15 Cost of items related to the project safety program including barricades, firefighting equipment and extinguishers, special and protective wearing apparel and safety equipment, temporary roads and parking, dust and noise control, installation and operation of temporary hoists, scaffolds, ladders and runways, and likely items;
 - 4.3.16 Cost of watchmen or similar security services;
 - 4.3.17 Cost of survey, measurement and layout work required for the proper execution of the Work;
 - 4.3.18 Cost of purchase or rental of office equipment such as typewriters, cameras, radio communications, computers, pagers, copiers, dictating units, and other items such as office and tool trailers, vehicles and furniture purchased by Contractor in connection with the Work;
 - 4.3.19 Cost of preparation of shop drawings, coordination drawings, photographs, and "as-built" documentation;
 - 4.3.20 Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work;
 - 4.3.21 Costs incurred during the warranty period after completion of the Project (within the Contract Price); and
 - 4.3.22 Overhead and any other costs incurred by the Contractor in the performance of the Contract.
- 4.4 Adjustments of the Contract Price shall be made only as follows:

- 4.4.1 For approved changes in the Work (additional), an increase to the fee in an equitable amount to be included in the Change Order.
- 4.4.2 If the Contractor is placed in charge of the reconstruction of any insured or uninsured loss, the fee shall be increased in the same proportion pursuant to Sections 2.8 – Change in Work, and 4.4.1, above.
- 4.5 The Contract Price shall include only those taxes which are legally enacted at the time the Contract Price is established. Taxes included in the Contract Price shall be segregated by category of taxes so that the County may ensure that the tax exemptions applicable to County are excluded from the Contract Price.
- 4.6 The value included in the Contract Price for General Conditions and supervision shall be defined as a fixed amount and agreed upon by the County and the Contractor at the time the Contract Price is accepted by the County. The County and the Contractor further agree that the provisions of Section 4.1, hereof, in reference to the Contract Price line-item budgeted amount adjustment affecting the Contract Price, as applicable to the General Conditions and supervision total amount, shall be limited and shall not exceed the agreed fixed amount by more than a maximum of ten percent (10%), if absolutely necessary. All cost savings, if any, shall be returned to the County as part of the net aggregate savings established at the time the final accounting is submitted, at the completion of the Work.
- 4.7 **Exclusions.** The Contract Price shall not include such Project expenses as cost of site, site survey and subsurface investigations, professional design fees, inspection services or moveable equipment and furnishings.

ARTICLE 5 - PERSONNEL OF CONTRACTOR AND SUBCONTRACTORS

- 5.1 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or Subcontractor's wages or salaries. Benefits, if any, for the Contractor's employees and/or Subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and workers' and unemployment compensation.
- 5.2 **Applicable Laws.** Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

- 5.3 **Right of Rejection.** During the term of this Contract, the County shall have the right of reasonable rejection and approval of the staff of the Contractor or other representatives assigned to the work by the Contractor. If the County reasonably rejects the staff or representative of the Contractor, Contractor shall provide replacement satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees or others working on behalf of the Contractor are the sole responsibility of the Contractor.
- 5.4 **Prior Approval.** In the event the Contractor, during the course of the work under this Contract, requires the services of any Subcontractors, suppliers, other persons or organizations in connection with service covered by this Contract, the Contractor must secure the prior written approval of the County. The County's acceptance of any such Subcontractors, suppliers, other persons or organization so identified, may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such Subcontractor, supplier, other person or organization shall constitute a waiver of any right of the County to reject defective work. Contractor shall remain fully responsible for the services of said Subcontractors, suppliers, other persons or organizations. The Contractor shall require all Subcontractors or outside associates employed in connection with the performance Work under this Contract to comply fully with the terms and conditions of Sections 3, 10, and 11, of this Contract.
- 5.5 **Contractor's Payment of Subcontractors.** Contractor shall save and hold the County harmless from any and all claims or actions by Contractor's Subcontractors, Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Contractor by Subcontractor for Work performed under this Contract.
- 5.5.1 Contractor shall pay its subcontractors and suppliers in accordance with Florida Statute §218.735(6). Contractor shall require its subcontractors to pay all of the subcontractor's subcontractors in accordance with §218.735(6).
- 5.6 Nothing in this Contract shall create any obligation on the part of the County to pay directly to any Subcontractor of Contractor or Sub-subcontractor of Subcontractor any monies due to such Subcontractor or claims of a Subcontractor or Sub-subcontractor of Subcontractor for amounts owed by Contractor to Subcontractor for Work performed under this Contract.

ARTICLE 6 - INSURANCE AND BONDS

- 6.1 Insurance requirements (see Exhibit C).
- 6.2 The provisions of this Article shall survive the cancellation or termination of the Contract to the extent required to maintain coverage for losses arising out of performance of the Work by Contractor, its employees, agents and all persons or entities performing any portion of the Work via direct or indirect contract with the Contractor.

- 6.3 In the event Change Orders exceed the estimated Contract Price, Contractor shall be required to obtain additional insurance to meet the new Contract Price.
- 6.4 Prior to commencing Work, Contractor shall execute and record in the public records of Volusia County, a payment and performance bond with a surety insurer authorized to do business in Florida as surety. The bond(s) shall be in the form of those attached in Exhibit D hereto and shall in all respects be governed by Florida Statute §255.05 and the provisions of the Contract Documents.
- 6.5 The provisions of this article shall survive the cancellation, termination or expiration of the Contract to the extent necessary to provide required coverage for the Contractor's performance of the Work.

ARTICLE 7 - DISPUTE RESOLUTION

- 7.1 The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract and the Work. Issues shall be escalated to successive management levels as needed.
- 7.2 Contractor and County shall not allow any dispute to adversely affect the progress of the Work unless continuing the Work would likely result in dangerous conditions on the Project, danger to the public, or reasonably certain irreparable financial harm.
- 7.3 Contractor and County agree that all contractual provisions with respect to making claims, providing notice of default and opportunity to cure or termination, must be performed unless mutually waived in writing, as a condition precedent to initiating any dispute resolution process.
- 7.4 If a dispute develops between the parties concerning any provision of this Contract, or the interpretation thereof, or any conduct by the other party under these Contracts, and the parties are unable to resolve such dispute within ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 7.5 Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) business days, the Project Managers shall escalate the dispute as indicated below.

Business Days	Contractor's Representative	County Representative
10	Contractor	Project Manager
10	Contractor's Local Officer	Director of Purchasing & Contracts
20	Contractor's COO or President	Deputy County Manager

- 7.6 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Contract. Failure to comply with these dispute resolution procedures as set forth in this Article 11.3 Formal Dispute Resolution does not preclude a party from filing a claim or lawsuit in order to (i) preserve any rights or causes of action that may expire or otherwise lapse due to an applicable claims deadline or statute of limitations or repose or (ii) seek emergency or other injunctive relief as appropriate to preclude irreparable harm or damage. This paragraph survives termination, cancelation, or expiration of this Contract.
- 7.7 Each party agrees to bear its own costs and attorney's fees relating to any dispute resolution procedures described in this section including without limitation attorney's fees and costs, and any travel or related expenses of personnel or senior management whose presence may be necessary to resolve such issues, disputes or controversies.
- 7.8 **Mediation.** Contractor and County shall engage in non-binding mediation as a condition precedent to the initiation of litigation. The parties shall select a mutually agreeable Florida Supreme Court Certified Circuit Civil Mediator experienced and knowledgeable in construction law and/or large construction projects, within thirty (30) days of a request for mediation from the other party. The mediation shall occur at a mutually agreeable time, but not more than one-hundred twenty (120) days after the selection of a mediator, unless otherwise agreed in writing. The Florida Statutes and Florida Rules of Civil Procedure applicable to mediation shall apply. Notwithstanding the foregoing, Contractor and County agree that if they agree on a compromise and settlement, it would necessarily have to be presented in good faith to the entire county council at open meeting before it could be finalized, and such public presentation shall not be considered a breach of the confidentiality requirements of mediation. Each party shall bear their own costs and attorneys' fees. The mediation shall occur in Volusia County unless otherwise mutually agreed in writing. Any Contract reached at mediation shall be enforceable in a court of competent jurisdiction.

- 7.9 **Litigation.** For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Florida law shall prevail in any litigation. Venue shall lie exclusively in the Seventh Judicial Circuit in and for Volusia County, Florida, for state court actions, and in the Orlando Division of the Middle District of Florida for federal court actions. Parties shall bear their own costs and attorney's fees related to any litigation and appeals.
- 7.10 In the event of a claim by County against the Contractor, the County may, but is not obligated to, notify the Surety of the nature and amount of the claim. If the claim relates to a possibility of a Contractor's default, the County may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

ARTICLE 8 - TERMINATION AND SUSPENSION

- 8.1 The performance of the Work under this Contract may be terminated by the County in accordance with this Article 8 – Termination and Suspension, in whole or in part from time to time, for (1) a material breach subject to Article 7 - Dispute Resolution; (2) nonappropriation of funds; or, (3) for convenience (upon at least thirty (30) calendar days, prior written notice to Contractor) whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be affected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this Contract is terminated, and the subsequent date upon which such termination becomes effective.
- 8.2 After receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:
- 8.2.1 Stop work under this Contract on the date and to the extent specified in the Notice of Termination.
 - 8.2.2 Place no further orders or subcontracts for materials, services or work or facilities, except as may be necessary for completion of such portion of the Work under this Contract, as it is not terminated.
 - 8.2.3 Terminate all orders and subcontracts pursuant to this Article 8 – Termination and Suspension to the extent that they relate to the performance of the Work terminated by the Notice of Termination.
 - 8.2.4 Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- 8.2.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Article 8 – Termination and Suspension.
- 8.2.6 Transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:
 - 8.2.6.1 The designs, specifications, reports, studies, plans, bulletins, schedules, estimates, other documentation and/or other Work-in-process, completed Work, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination; and,
 - 8.2.6.2 The completed or partially completed designs, specifications, reports, studies, plans, bulletins, schedules, estimates or other documentation which, if this Contract has been completed, would have been required to be furnished to the County.
- 8.2.7 Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination.

8.3 **Termination by the Contractor.**

- 8.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act of fault of the Contractor or its agents or employees or any other persons or entities performing portions of the Work in direct or indirect contract with the Contractor for the following reasons:
 - 8.3.1.1 Issuance of an order of court or other government entity with jurisdiction over the Project requiring a stoppage of Work; or
 - 8.3.1.2 Failure of the County to certify an application for payment without cause in accordance with the provisions of this Contract and Florida Statutes
- 8.3.2 The Contractor may terminate the Contract if, through no act of fault of the Contractor or its agents or employees or any other persons or entities performing portions of the Work in direct or indirect contract with the Contractor, the County causes repeated suspensions, delays or other interruptions which cause total cessation of performance of the Work by Contractor for more than 150 days in a 365-day period.
- 8.3.3 If one of the conditions in Sections 8.3.1.1 or 8.3.1.2, above exist, Contractor may give County thirty (30) days written notice to the County, terminate the Contract and Contractor shall be entitled to payment from the County for all Work actually performed, and costs directly incurred by reason of the termination. Upon failure of the Contractor to submit its termination claim within the time allowed, the County

may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall there upon pay to the Contractor the amount so determined.

8.4 Termination by County for Cause.

8.4.1 The County may terminate the Contract if the Contractor:

- 8.4.1.1 Repeatedly refuses or fails to provide adequate manpower, equipment or proper materials to perform the Work on schedule;
- 8.4.1.2 Fails to make payment to Subcontractors for labor or materials in accordance with Florida Statutes or the terms of the subcontract Contracts;
- 8.4.1.3 Repeatedly fails to abide by applicable laws, statutes, ordinances, codes, rules, regulations, or orders of a government entity having jurisdiction over the Project;
- 8.4.1.4 Fails to perform the Work in a manner that meets or exceeds the industry standard for a similarly situated Contractor on a Project of this type;
- 8.4.1.5 Failures to cure a substantial and material breach of the Contract provisions;
- 8.4.1.6 Is adjudged as bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 8.4.1.7 Fails to follow the instructions of the County or County's representative or otherwise violates any material provision(s) of the Contract Documents, which if uncured in a timely manner could cause damages to the County.

8.4.2 If County determines a condition described in Section 8.4.1 exists, County may, without prejudice to other rights or remedies and upon giving notice to the Surety, terminate the Contractor upon ten (10) days written notice and may, subject to the prior rights of Surety, if any:

- 8.4.2.1 Exclude the Contractor from the Project and take possession of all materials, equipment tools and construction equipment and machinery thereon owned by the Contractor;
- 8.4.2.2 Accept assignment of subcontracts;

- 8.4.2.3 Withhold any further payment from Contractor until the Work is complete; and
- 8.4.2.4 Finish the Work by whatever commercially reasonable method the County chooses. County shall maintain a detailed accounting of the costs incurred by the County to finish the Work.
- 8.4.3 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including County's cost of compensation to the CEI (if any) and other direct costs made necessary thereby, and other damages incurred by the County not expressly waived, the difference shall be paid to the Contractor. If such costs to the County exceed the unpaid Contract Price, the Contractor shall pay the difference to the County.

8.5 **Termination for Cause – Breach.**

- 8.5.1 Subject to completion of the dispute resolution procedures set forth in Article 7 - Dispute Resolution, either party may, at its option, terminate this Contract in the event of a material breach of the other party by providing the breaching party thirty (30) days' prior written notice of termination delivered in accordance with Section 11.2 - Notice hereof, which notice shall identify and describe with specificity the basis for such termination. If, prior to the expiration of the notice period, the breaching party either:
 - 8.5.1.1 Cures the noticed breach as evidenced by written confirmation of the cure delivered by the non-breaching party in accordance with Section 11.2 – Notice and non-breaching party accepts cure; or
 - 8.5.1.2 Submits to the non-breaching party a plan satisfactory to the non-breaching party to cure the noticed breach and cures the breach to the satisfaction of the non-breaching party within the time period agreed upon in the plan as evidenced by written confirmation of the cure delivered by the non-breaching party in accordance with Section 11.2 – Notice hereof within the period contained in such plan to cure, then this Contract shall not be terminated for the noticed breach.
- 8.5.2 In the event the breaching party fails to cure the noticed breach within the time period set forth in this Article 8 - Termination and Suspension, this Contract may be terminated at the end of the 30 day cure period (or longer time period for cure if agreed in writing by the parties) and the non-breaching party can sue the breaching party for damages and/or specific performance under this Contract and seek such other remedies as may be available under Florida law.
- 8.5.3 In the event Contractor fails to cure a noticed breach within the time period set forth in this Article 8 and County terminates this Contract, in addition to the

remedy described in Section 8.5, the County shall have the unfettered right to solicit, re-solicit and/or to contract for goods, work or services from any contractor, including Contractor's Subcontractors or Sub-subcontractors, to complete the Project.

8.6 **Termination for Non-appropriation.**

- 8.6.1 Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to nonappropriation shall be without a termination charge by Contractor. County shall not be obligated to pay Contractor under this Contract beyond the date of termination except as set forth in this Contract. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues.
- 8.6.2 Any such termination shall be affected by the delivery of Notice of Termination in accordance with Section 11.2 – Notice. A Notice of Termination shall specify the extent to which this Contract is terminated and the date upon which termination will become effective.
- 8.6.3 In the event that this Contract is terminated in whole for nonappropriation by the County or Contractor and subject to Article 4 – Compensation; Payments; Punchlist, and Article 8 – Termination and Suspension, Contractor shall be paid in accordance with terms of this Article to the date of termination on a prorated basis for any milestone or Deliverable designated for payment under this Contract that was started but not completed. Notwithstanding the foregoing, County's obligation to pay Contractor under Article 4 – Compensation; Payments; Punchlist and this Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the Contract Price set forth in Article 4 – Compensation; Payments; Punchlist. Upon being notified of County's election to terminate or Contractor election to terminate, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of this Contract which is not specifically authorized in the Notice of Termination.
- 8.6.4 Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.

8.6.5 If termination of the resulting Contract occurs for any reason:

8.6.5.1 Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the service performed hereunder.

8.6.5.2 For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within thirty (30) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.

8.6.6 In the event of termination by the County for nonappropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

8.7 **Suspension by County for Convenience.**

8.7.1 The County may order the Contractor in writing to suspend, delay or interrupt a portion or all of the Work, without cause.

8.7.2 The Contract Time and Contract Price may be adjusted on account of any suspension, delay or interruption pursuant to Section 8.7, in accordance with the Contract Documents, but no adjustment shall be required if:

8.7.2.1 The performance is or would have been suspended by another cause for which the Contractor or those in direct or indirect contract with the

Contractor are responsible (to the extent applicable to that particular cause); or

8.7.2.2 An equitable adjustment is made or denied under another provision of the Contract Documents accounting for the suspension.

8.8 Termination by the County for Convenience.

8.8.1 The County may terminate the Contract for convenience without cause upon thirty (30) days written notice to Contractor. Upon written notice from the County, the Contractor shall:

8.8.1.1 Cease operations as directed by the County in the notice;

8.8.1.2 Protect and preserve the Work in place and stored materials; and

8.8.1.3 Assign subcontracts and purchase orders as directed by the County;

8.8.1.4 Except as otherwise directed by the County, terminate all subcontracts and purchase orders effective on the termination date provided in the notice of termination and cease entering any new subcontracts or purchase orders.

8.8.2 If termination of this Contract occurs for any reason:

8.8.2.1 Except as otherwise provided in this Contract, Contractor shall return to the County all County Confidential Information in Contractor's possession and shall certify in a written document signed by the Contractor and County Representative or any Amendment thereto then, in accordance with Section 11.2 - Notice that all such information has been returned.

8.8.2.2 Except as provided in herein, the County shall return to Contractor or destroy all Contractor Confidential Information in the County's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Contractor Confidential Information and all copies of any of the foregoing (in whatever medium recorded) and all third-party products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the County Project Manager and Contractor or any amendment thereto that all such information and material has been returned or destroyed.

8.8.2.3 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 4 – Compensation; Payments; Punchlist, and this Article 8 – Termination

and Suspension, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Contract for work performed from the last invoice to the effective date of termination. County will review such invoice for payment within fifteen (15) days of receipt and County will pay any undisputed amount within thirty (30) days.

- 8.9 If the Contractor's failure to perform and default arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (such causes may include, but are not restricted to acts of God, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor and the Contractor, within ten (10) days from the beginning of any such delay notifies the County in writing of the causes of delay, then the County, in its sole discretion, shall ascertain the facts and the extent of delay and extend the time for completing the Project when the findings of fact justify such an extension.
- 8.10 If, after Notice of Termination of this Contract for default, it is determined for any reason that the Contractor was not in default or that the default was excusable under the provisions of paragraph above, the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued pursuant to this Article 8 – Termination and Suspension.
- 8.11 Any provision of this Contract that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Contract.
- 8.12 If County terminates pursuant to Section 8.8, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 9 - LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 9.2 **No Third Party Beneficiaries.** Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9.3 **Indemnification.**

9.3.1 The Contractor shall indemnify and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or services under this Contract. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Contract.

9.3.2 In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

9.3.3 **Indemnification for Grant Funded Projects.** For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Consultant/Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

9.3.4 In all claims against FDEM or US, Consultant/Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant/Contractor, or its employees, agents, contractors, or subconsultants/subcontractors.

9.4 In no event shall Contractor or County be liable for consequential, special, incidental, indirect, exemplary, or punitive damages.

9.5 **Claims Notice.** The Contractor shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in claims against the County under any of the coverages mentioned herein.

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Ave., Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

ARTICLE 10 - GOVERNMENT COMPLIANCE

- 10.1 **Employment of Illegal Aliens.** The Contractor certifies that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 (as amended).
- 10.2 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded or paid by County, including Titles I, II, and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with the requirements set forth in the USDOJ Final Rule pertaining to services, programs, and activities offered by state and local government entities to the public through the web and mobile applications, published at 89 FR 31320, regardless of the effective date of same, in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other government entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Contract, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA as required by this paragraph. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

- 10.2.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county's ADA Coordinator at 386-248-1760. Read the full [ADA Notice](#) under The American with Disabilities Act (Title II). Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).
- 10.3 **Fair Labor Standards Act.** The Contractor and any Subcontractor shall pay all employees working on this Contract, not less than the minimum wage specified in the Fair Labor Standards Act (as amended).
- 10.4 **Drug-Free and Smoke-Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its Subcontractors agree to adhere to the County's policies on drug-free and smoke-free work place during the term of this Contract.
- 10.5 **Modifications Due To Public Welfare or Change in Law.** The County shall have the power to make changes in this Contract as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on Contractor under this Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of Contractor, or the benefits to the County, then this Contract shall be amended consistent therewith. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law.
- 10.6 **Compliance with Laws.**
- 10.6.1 The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders and decrees whether or not they are specifically included or referenced by name in the Contract Documents.
- 10.6.2 All licenses and permits required to perform Contractor's duties under this contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Contractor's sole cost and

expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this contract.

- 10.7 **Truth-In-Negotiation Certificate.** The signature on this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual Unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of Contracting.
- 10.8 **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 386-736-5935, purchasing@volusia.org, by mail at 123 W. Indiana Ave., RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- 10.8.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- 10.8.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 10.8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.
- 10.8.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 10.8.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
- 10.8.6 Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 10.8.7 Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.
- 10.8.8 Contractor shall indemnify, defend, and hold the County harmless from and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.
- 10.9 **Audit Right and Retention of Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Public Records Act (if applicable, or, if the Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

10.10 **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

10.11 **Prohibition Against Contingent Fees.**

10.11.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract without liability and, at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.11.2 Contractor understands any acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).

10.11.3 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

10.12 **Public Entity Crime and Discriminatory Vendor List.** By entering into this Contract, the Contractor represents and warrants that it is not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. Pursuant to Florida Statutory requirements, Contractor is hereby notified of the contents of the following statutory provision:

- 10.12.1 **Section 287.133(2)(a)(as amended):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 10.12.2 **Section 287.134(2)(a)(as amended):** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 10.12.4 **Section 287.134(2)(b)(as amended):** A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph 287.134(3)(f), Florida Statutes. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.
- 10.13 By signing this Contract, the Contractor represents and warrants that it is not violating Section 287.133, Florida Statutes, or Section 287.134, Florida Statutes.
- 10.14 In addition to the foregoing, the Contractor represents and warrants that Contractor is not under investigation for violation of such statutes and should Contractor prepare to use a Subcontractor or professional associate, Contractor shall require such Subcontractor or professional associate to sign an affidavit that the individual or entity is not under investigation nor in violation of these statutes.
- 10.15 **E-Verify.** The Contractor covenants and agrees to the following provisions, as required by law:
- 10.15.1 If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.

- 10.15.2 Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- 10.15.3 In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section 10.15 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section 10.15 and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.
- 10.15.4 If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section 10.15; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section 10.15, Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.
- 10.16 **Material Safety Data Sheet.** In accordance with Chapter 442, Florida Statutes, it is the Contractor's responsibility to identify and to provide to the County a Material Safety Data Sheet for any material as may apply to this Contract.
- 10.17 **Anti-Lobbying.**
- 10.17.1 If this Project is funded by federal funds, then to the best of the County's knowledge and belief:

10.17.1.1 No Federal appropriated funds have been paid or shall be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

10.17.1.2 If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.18 **Safety.** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards.

10.19 **Background Checks.** Contractor and County understand that certain areas of the County's premises may not be available to Contractor's personnel without passing required background checks. If access is not required to perform the services contemplated by this Contract, background checks will not be required.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 **Entire Contract.** This Contract constitutes the entire Contract between the parties. There are no understandings or Contracts related hereto other than those which are expressed herein, and all prior negotiations, Contracts, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

11.2 **Notice.** All **notices** required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by E-mail or facsimile and upon the receipt by the sending party of written confirmation by the receiving party.

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: 386-736-5935 Fax: 386-736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: 386-736-5950 Fax: 386-736-5990
In the case of Contractor:	with a copy of legal notices to:
P & S PAVING, INC. Attn: Curtis Long, Vice President Address: 3701 Olson Drive Daytona Beach, Florida 32124 Phone: 386-258-7911	P & S PAVING, INC. Attn: Curtis Long, Vice President Address: 3701 Olson Drive Daytona Beach, Florida 32124 Phone: 386-258-7911

- 11.3 **Governing Law.** The laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida, shall govern this Contract. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida and Code of Ordinances of County of Volusia, without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- 11.4 **Venue and Jurisdiction.** The venue for any litigation between the parties arising under this Contract shall, if in state court, be exclusively in the County of Volusia, Florida, or, if in federal court, exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract.
- 11.5 **Assignment.** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).
- 11.5.1 Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights,

claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

- 11.5.2 Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.
- 11.6 **Waiver of Jury Trial.** Contractor and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to the Contract for any litigation limited solely to the parties of this Contract.
- 11.7 **Attorneys Fees and Costs.** Unless otherwise specifically stated herein, each party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Contract.
- 11.8 **Severability.** The invalidity or unenforceability of any provisions of this Contract or the Contract Documents shall not affect the validity or enforceability of any other provision of the Contract or the Contract Documents, which shall remain in full force and effect.
- 11.9 **Waiver.** Failure by either party or both parties to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- 11.10 **Amendment.** No modification, amendment, change order, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Contract and executed by a duly authorized official of each party.
- 11.11 **Headings.** Any paragraph and/or section headings used in this Contract are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Contract.
- 11.12 **Scrutinized Companies-FL Statute Section 287.135 and 215.473:**

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any

company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to County Solicitation No. 25-B-130SR. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

- 11.13 Vendor acknowledges that Curtis Long (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or confirmed signature of the Authorized Signatory shall be the act of an attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Construction Contract for the **HAND AVENUE IMPROVEMENTS** the day and year below written.

Attest:

Signed by:

9542C5413C854AC...
Signature

Wende Lee
Print Name

Administrator
Title

Date: 9/5/2025 | 07:26:27 EDT

P & S PAVING, INC.

Signed by:

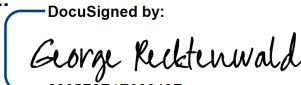
5AF707B39AA443B...
BY: Signature

Curtis Long
Print Name

Vice President
Title

Date: 9/4/2025 | 12:55:02 EDT

Attest:

DocuSigned by:

2265F0F1E09043E...
George Recktenwald
County Manager

Date: 10/14/2025 | 10:45:11 EDT

Approved: 10/07/2025

DS
SR

COUNTY OF VOLUSIA

Signed by:

FFFA4388B8FD439...
BY: Jeffrey S. Brower
County Chair

Date: 10/14/2025 | 07:55:44 EDT



Certificate Of Completion

Envelope Id: 389AC142-BB3D-4BE0-BD8D-D41043A21CE8
Subject: Request for Signatures: Agenda Item #12964 County of Volusia, 25-B-130SR, C2040
Source Envelope:
Document Pages: 68
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Shaira D. Resto
119 W. Indiana Ave.
DeLand, FL 32720
sresto@volusia.org
IP Address: 74.191.71.218

Record Tracking

Status: Original 9/3/2025 2:41:33 PM	Holder: Shaira D. Resto sresto@volusia.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: County of Volusia	Location: Docusign

Signer Events

Curtis Long
clong@pandspavinginc.com
Vice President
P&S Paving, Inc.
Security Level: Email, Account Authentication (None)

Signature

Signed by:

5AF707B39AA443B...

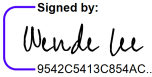
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Timestamp

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Resent: 9/4/2025 10:36:52 AM
Viewed: 9/4/2025 12:44:58 PM
Signed: 9/4/2025 12:55:02 PM

Electronic Record and Signature Disclosure:
Accepted: 9/4/2025 12:44:58 PM
ID: f6d6fca5-99ae-4735-b7d2-f5879a32c0b2

Wende Lee
wlee@pandspavinginc.com
Administrator
P & S Paving, Inc.
Security Level: Email, Account Authentication (None)

Signed by:

9542C5413C854AC...

Signature Adoption: Pre-selected Style
Using IP Address: 12.26.140.6

Sent: 9/4/2025 12:55:08 PM
Viewed: 9/5/2025 7:25:23 AM
Signed: 9/5/2025 7:26:27 AM

Electronic Record and Signature Disclosure:
Accepted: 9/5/2025 7:25:23 AM
ID: a0ab9f49-4c82-4cae-9c8b-ee2312c54dbd

Shaira Resto
sresto@volusia.org
Procurement/Contracts Manager
Volusia County Purchasing Division
Security Level: Email, Account Authentication (None)

DS


Signature Adoption: Pre-selected Style
Using IP Address: 74.191.71.218

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Viewed: 10/7/2025 1:12:40 PM
Signed: 10/7/2025 1:13:03 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Jeffrey S. Brower
jbrower@volusia.org
Volusia County Council Chair
Volusia County
Security Level: Email, Account Authentication (None)

Signed by:

FFF54386B8FD439...

Signature Adoption: Drawn on Device
Using IP Address: 174.211.229.77
Signed using mobile

Sent: 10/13/2025 4:26:02 PM
Viewed: 10/14/2025 7:55:24 AM
Signed: 10/14/2025 7:55:44 AM

Electronic Record and Signature Disclosure:
Accepted: 10/9/2024 11:22:04 AM
ID: 0b83e125-0f42-41a8-92bb-7aecb14af064

Signer Events	Signature	Timestamp
George Recktenwald grecktenwald@volusia.org County Manager County of Volusia Security Level: Email, Account Authentication (None)	DocuSigned by:  2269F6E1E09043E... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218	Sent: 10/14/2025 9:36:42 AM Viewed: 10/14/2025 10:45:04 AM Signed: 10/14/2025 10:45:11 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Pamela Wilsky pwilsky@volusia.org Purchasing Director Volusia County Purchasing Division Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 74.191.71.218	Sent: 9/3/2025 2:45:25 PM Viewed: 9/4/2025 9:08:29 AM Completed: 9/4/2025 9:10:04 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
County Manager's Office docusign-clerk@volusia.org County Clerk Volusia County County Manager's Office Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 74.191.71.43	Sent: 10/7/2025 1:13:08 PM Viewed: 10/13/2025 4:26:02 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Dana Rhymes-Jones drhymes@volusia.org Executive Assistant County of Volusia Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 74.191.71.218	Sent: 10/14/2025 7:55:49 AM Viewed: 10/14/2025 9:36:41 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp

County Manager's Office docusign-clerk@volusia.org County Clerk Volusia County County Manager's Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/14/2025 10:45:16 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Legal docusign-legal@volusia.org County Legal Volusia County County Manager's Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 10/14/2025 10:45:17 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/3/2025 2:45:25 PM
Certified Delivered	Security Checked	10/14/2025 10:45:04 AM
Signing Complete	Security Checked	10/14/2025 10:45:11 AM
Completed	Security Checked	10/14/2025 10:45:17 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Volusia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Volusia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 386-736-5922

To contact us by email send messages to: cbarber@volusia.org

To contact us by paper mail, please send correspondence to:

County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

To advise County of Volusia of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarber@volusia.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Volusia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cbarber@volusia.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Volusia

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cbarber@volusia.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.



CONSTRUCTION CONTRACT

Between

THE COUNTY OF VOLUSIA

AND

P & S PAVING, INC.

Contract No. C1932

ITB No. 24-B-22SR

Project No. PC2415

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, Florida 32720-4608
www.volusia.org/purchasing

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CONSTRUCTION CONTRACT FOR THE WILLIAMSON BOULEVARD WIDENING (FROM STRICKLAND RANGE ROAD TO HAND AVENUE) FOR THE COUNTY OF VOLUSIA

THIS CONTRACT is made and entered into by and between the COUNTY OF VOLUSIA, FLORIDA, a body corporate and politic and a political subdivision of the State of Florida, with its principal office located at 123 West Indiana Avenue, Deland, Florida 32720-4613 (the "County"); and P & S Paving, Inc., a corporation duly authorized to conduct business in the State of Florida, with its principal office located at 3701 Olson Drive, Daytona Beach, Florida 32124 (the "Contractor").

RECITALS:

WHEREAS, the County desires to retain the Contractor in accordance with ITB No. 24-B-22SR, (the "ITB"); and

WHEREAS, County will select and retain an Architect/Engineer Consultant to administer the Project in conjunction with the County Engineer; and

WHEREAS, Contractor is competent and qualified to furnish the specified services to the County and desires to provide such services according to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants, and considerations set forth in the Contract, the County and Contractor agree as set forth herein.

ARTICLE 1 - THE CONTRACT DOCUMENTS & PERMITS

1.1 The "Contract" between the County and Contractor consists of the Contract Documents which shall include the following: this Contract, the General Conditions, the Contractor's Bid Documents, the Contract Plans and Technical Specifications (Contract Plans), and related forms and appendices, Addenda issued prior to execution of this Contract, Modifications issued after execution of this Contract, all of which form the Contract and are incorporated herein.

1.2 Exhibits.

1.2.1 The exhibits listed below are incorporated into and made a part of this Contract.

- 1.2.1.1 Exhibit A, General Conditions
- 1.2.1.2 Exhibit B, Special Conditions (*if applicable*)
- 1.2.1.3 Exhibit C, Bid Documents and Insurance Requirements
- 1.2.1.4 Exhibit D, Performance & Payment Bonds
- 1.2.1.5 Exhibit E, Roadway Plans
- 1.2.1.6 Exhibit E-1, Roadway ADD Alternate Plans
- 1.2.1.7 Exhibit F, Signage and Pavement Marking Plans
- 1.2.1.8 Exhibit F-1, SPM Alternate Plans

- 1.2.1.9 Exhibit G, VC Roadway Technical Specifications
- 1.2.1.10 Exhibit H, CoDB Utility Relocation Plans
- 1.2.1.11 Exhibit I, CoDB Technical Specifications
- 1.2.1.12 Exhibit J, CoOB Utility Relocation Plans
- 1.2.1.13 Exhibit K, CoOb Technical Specifications
- 1.2.1.14 Exhibit L, Intelligent Transportation System Plans

1.3 Enumeration and clarification as to the applicability of some of the Contract Documents is further described below.

1.3.1 Contract Plans and Technical Specifications include the most recent versions of the following:

- Exhibit E, Roadway Plans, MetaWorld Engineering Solutions, February 2, 2024.
- Exhibit E-1, Roadway ADD Alternate Plans, MetaWorld Engineering Solutions, February 2, 2024.
- Exhibit F, Signage and Pavement Marking Plans, MetaWorld Engineering Solutions, February 2, 2024.
- Exhibit F-1, SPM Alternate Plans, MetaWorld Engineering Solutions, February 2, 2024.
- Exhibit G, VC Roadway Technical Specifications, December 7, 2021.
- Exhibit H, CoDB Utility Relocation Plans, December 21, 2023.
- Exhibit I, CoDB Technical Specifications.
- Exhibit J, CoOB Utility Relocation Plans, November 13, 2023.
- Exhibit K, CoOb Technical Specifications
- Exhibit L, Intelligent Transportation System Plans, LTG Engineering and Planning, April 11, 2024.

1.4 **Permits.** The County has secured the permits enumerated in Section 1.4.1 below. Contractor shall strictly comply with the requirements of the permits and the permitting agencies.

1.4.1 St. Johns River Water Management District (SJRWMD)

1.5 Contractor shall obtain and pay for any permits not enumerated in Section 1.4.1 above, as required to perform the Work and complete the Project.

1.6 **Authority for Contracting.**

1.6.1 By executing this Contract, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed,

and correlated its observations with the requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation:

- 1.6.1.1 The location, conditions, layout and nature of the Project site and surround,
 - 1.6.1.2 Anticipated labor supply and costs,
 - 1.6.1.3 Availability and cost of materials, tools, equipment, and other similar issues, and
 - 1.6.1.4 The County assumes no responsibility or liability for the physical conditions or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work and the County shall not be required to make any adjustment in either the agreed amount of the Contract Price or the Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements hereof.
- 1.6.2 This Contract between the County and the Contractor is intended solely for the benefit of the County and the Contractor and no other persons or entities. The services to be performed hereunder shall be performed by the Contractor's own staff, unless otherwise authorized by the County. The employment of, contract with, or use of the services of any other person or firm by the Contractor, as consultant or otherwise, shall be subject to the prior written approval of the County. Such approval shall not be construed as constituting a Contract between the County and any such person or firm. Failure to obtain such approval or the use of unauthorized persons, firms, consultants, or subcontractors shall constitute a material breach of this Contract.
- 1.6.3 In the event the parties hereto enter into a subsequent Contract specifically modifying this Contract between County and Contractor, it is expressly agreed that such modification shall take precedence over this Contract to the extent of the modification only.
- 1.6.4 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 1.6.5 Work not covered in the Contract Documents shall not be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results.

- 1.6.6 Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.6.7 The organization of the Technical Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any one of them.
- 1.6.8 **Order of Precedence.** If Contractor finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the Architect/Engineer's attention, in writing, and request the Architect/Engineer's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Contractor to the Architect in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:
 - 1.6.8.1 Modifications to the Contract
 - 1.6.8.2 Contract between the County and Contractor
 - 1.6.8.3 Exhibit A, General Conditions
 - 1.6.8.4 Exhibit B, Special Conditions (if applicable)
 - 1.6.8.5 Exhibit E, Roadway Plans
 - 1.6.8.6 Exhibit E-1, Roadway ADD Alternate Plans
 - 1.6.8.7 Exhibit F, Signage and Pavement Marking Plans
 - 1.6.8.8 Exhibit F-1, SPM Alternate Plans
 - 1.6.8.9 Exhibit G, VC Roadway Technical Specifications
 - 1.6.8.10 Exhibit H, CoDB Utility Relocation Plans
 - 1.6.8.11 Exhibit I, CoDB Technical Specifications
 - 1.6.8.12 Exhibit J, CoOB Utility Relocation Plans
 - 1.6.8.13 Exhibit K, CoOb Technical Specifications
 - 1.6.8.14 Exhibit L, Intelligent Transportation System Plans
 - 1.6.8.15 Exhibit C, Bid Documents and Insurance Requirements
 - 1.6.8.16 Exhibit D, Performance and Payment Bonds
 - 1.6.8.17 Contractor's Bid Proposal
- 1.6.9 In the case of conflicts between drawings or between provisions of the specifications, the more detailed or specific of the conflicting provisions or representations shall take precedence. For example, where figured dimensions are shown on the drawings, they shall take precedence over scaled distances and scaled dimensions, and detail drawings shall govern over general drawings.
- 1.6.10 In those cases where it is not reasonably clear which of the conflicting provisions or representations is the more detailed or specific, the Contractor shall be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless he shall have, prior to submitting the Contract Price, asked for and obtained a written decision of the A/E as to which quantity or quality or method or materials shall be required.

ARTICLE 2 - CONTRACTOR'S SERVICES AND TERM

- 2.1 The Contractor agrees during the term of this Contract to timely complete projects as specified by the County ("Projects"). Contractors shall provide all survey, permits, labor, supervision, and equipment necessary to provide for construction services in accordance with specifications provided by the County in Exhibit "E", Construction Plans and Exhibit "F", Technical Specifications, other contract documents prepared by Volusia County, and all applicable building codes.
- 2.2 The Contractor shall diligently proceed with the completion of the Project in accordance with the date expressly set forth in the Notice to Proceed.
- 2.3 **Liquidated Damages.** If applicable, should the Contractor fail to timely meet the Work requirements of the Project by the Completion Date, the parties hereto agree that as liquidated damages, and not as penalty, the Contractor shall pay to the County **FOUR THOUSAND SEVEN HUNDRED SIXTY-NINE DOLLARS and 00/100 (\$4,769.00)** for each day after the Completion Date, until the Project is completed, as certified by the County Project Manager. The dollar amount for liquidated damages will be determined by the level of risk to the County. Liquidated damages will only be assessed to recover actual cost incurred by the County.
- 2.4 **Term.** The Work to be performed under this Contract shall be substantially completed within four hundred twenty (420) days after delivery of notice from the County to Contractor to proceed ("Notice to Proceed"). The Work shall be fully completed thirty (30) days after the actual date of substantial completion for a total contract time of four hundred fifty (450) days after the Notice to Proceed.
- 2.5 Contractor shall at all times diligently pursue completion of the Work and shall make all commercially reasonable efforts to avoid delay in progress of the Work. Contractor shall promptly notify County if Contractor experiences any delay in performance of the Work.
- 2.6 In the event that the Contractor shall fall behind schedule at any time, for any reason, and such delay is adversely affecting the County's timely occupation of the Project for its intended purpose, the County shall be entitled to direct acceleration or re-sequencing of the Work to bring the Project back on schedule. The Contractor shall reserve in each of its subcontracts entered into in connection with the Project, a right to accelerate consistent with the Contractor's obligations hereunder.
- 2.7 In the event the Contractor determines that the Completion Date cannot be met by re-sequencing the work, then the Contractor shall immediately provide the County, and in any event within three (3) days after the date of receipt of the County's instruction for re-sequencing or accelerating, a plan to complete the Project in the shortest possible time. No approval by the County of any plan for re-sequencing or accelerating of the work submitted by the Contractor pursuant to this clause shall constitute a waiver by the County of its rights of recovery of liquidated damages as a result of delayed Project completion.

2.8 **Change in Scope of Services/Work.** The County may order changes in the service consisting of additions, deletions, or other revisions within the general scope of the Contract, insurance and bond requirements, as applicable. No claims may be made by the Contractor to change the amount of compensation of the Contractor or other adjustments to the Scope of Services/Work, unless such changes or adjustments have been made by written amendment to this Contract and duly executed by the County. If the Contractor believes that any particular service is not within the Scope of Services/Work described in this Contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor shall immediately notify the County Project Manager in writing, of this belief. If the County Project Manager determines that the particular work is within the Scope of Services/Work, the Contractor shall continue with the work at the cost stated for the work within the scope. The Contractor shall assert a right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order and the assertion shall be written and shall be sent in accordance with the notice requirements of Section 11.2 - Notice. No additional work shall be performed, or extra materials purchased until an amendment or change order to this Contract has been fully executed by all parties.

2.8.1 Changes in the Services/Work shall be made in accordance with Section 10.4.2 of the General Conditions.

2.9 **Acceptance of Work.** Inspection of the finished work shall be performed by the County to determine the acceptability of the work for payment. As a result of said inspections, the County will provide the Contractor with a "punch list" of items considered by the County to be substandard. If after seven (7) days the Contractor fails to remedy all punch list items to the satisfaction of the County, the County may, but shall not be obligated to cause all such remaining items to be remedied through the use of other contractors and deduct the cost.

2.10 **Release of Liens.** The Contractor shall deliver to the County, a complete release of liens arising out of each project before receiving payment. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the County such amount as the County may be compelled to pay in discharging such liens, including all costs and reasonable attorney's fees.

2.11 **Responsibility of the Contractor.**

2.11.1 All work shall be scheduled and performed during normal business hours (Monday to Friday, 8:00 a.m. to 5:00 p.m. EST) unless otherwise approved by the County.

2.11.2 The Contractor and County shall be jointly responsible for verifying unit quantities per project or per phase of each project. The Contractor shall be responsible for verifying the quantities and the removal of all materials identified in the project description, survey, plans, specifications and other contract documents. When asbestos removals are indicated, the requirement is to remove all regulated or non-

friable asbestos-containing material from the locations and systems noted in the Project description, survey, plans, specifications and other contract documents. The requirement shall also to include incidental accessories that are a part of the system.

2.11.3 General Provisions. The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract including coordination of the work of all Subcontractors.

2.11.3.1 Unless otherwise provided in the Contract Documents, Contractor shall furnish and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work. The Contractor shall check all materials entering the Project site, including materials furnished under trade contracts, and labor performing any portion of the Work and shall keep full detailed accounts of such materials and labor.

2.11.3.2 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, cleaned and conditioned in accordance with manufacturers' recommendations. Likewise, materials and equipment shall be stored in accordance with manufacturers' recommendations, or in such a manner as to insure the preservation of their quality and fitness for incorporation in the Work. When considered necessary by the Architect, such materials and equipment shall be placed on wooden platforms or other elevated surfaces, and/or shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

2.11.3.3 Manage, schedule and direct the Work including the activity of Subcontractors and coordinate the performance of the Work, such as to complete the Project in accordance with County's objectives of cost, timeliness and quality.

2.11.3.4 The Contractor shall not be relieved from its obligations to perform the Work in strict accordance with the Contract Documents either by the activities or duties of the County or its representatives, or by inspections, tests or approvals required or performed by persons other than the Contractor, unless such deviation shall have been approved by the County in writing.

2.11.4 Contractor's Project Site Organization. Maintain a competent full-time staff at the Project site to coordinate and direct the Work and the progress of the

Subcontractors on the Project. Identify an on-site senior staff member (Project Manager) to represent Contractor on a daily basis with authority to negotiate change orders and contract modifications on behalf of Contractor so as not to delay the progress of the Work. The Project Manager shall represent Contractor and all communications given to the Project Manager shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

2.11.4.1 **Key Management Personnel.** All of Contractor's on-site management and supervisory personnel shall be approved by the County prior to assignment to the Project and shall not be removed or replaced without County's consent. The County shall have the right to direct the Contractor to remove or replace any on-site personnel whose performance becomes unsatisfactory to the County. In such event the Contractor shall promptly replace such personnel.

2.11.4.2 **Superintendence.** The Contractor shall employ a competent Project Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. It shall be the responsibility of the Project Manager and Superintendent to coordinate the work of all Trade Contractors under contract with the Contractor.

2.11.4.3 **Labor Relations.** Develop, implement and administer as necessary an effective labor relations program for the Project in order to avoid labor disputes during performance of the Contract.

2.11.4.4 The Contractor shall at all times enforce strict discipline and good order among its employees and all Subcontractors under direct or indirect contract with the Contractor and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to it.

2.11.4.5 The Contractor shall be responsible to the County for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a direct or indirect contract with the Contractor.

2.11.4.6 Review the Project Schedule with the Subcontractors and, if necessary, expand the level of detail to incorporate specific Subcontractor input consistent with the overall completion requirements.

2.11.4.6.1 Provide regular monitoring and updating of the Project Schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable milestone dates.

- 2.11.4.6.2 Review schedule for work not started or incomplete, take appropriate measures and action to meet the scheduled milestone dates.
 - 2.11.4.6.3 Provide summary reports of each monitoring and document all changes.
 - 2.11.4.6.4 Include regular schedule updates and reporting as part of the Progress Reports required in Exhibits E - L.
 - 2.11.4.6.5 Display the current Project Schedule in the on-site office for review at progress meetings.
 - 2.11.4.7 Determine the adequacy of the Subcontractors labor force and equipment and the availability of materials and supplies to meet the Project Schedule. Take necessary corrective actions when these requirements are not being met by any Subcontractor and advise the County of same.
 - 2.11.4.8 Give all notices required by and exercise best efforts to ensure that all Work is performed and constructed so that it complies with the applicable laws and ordinances, the Plans and Specifications, requirements of regulatory agencies having jurisdiction on the Project including, without limitation, the requirements of the National Fire Prevention Association (NFPA), the State Fire Marshall, and the Occupational Safety and Health Administration (OSHA), and all codes governing public buildings, without, however, assuming any of the A/E's responsibilities for design in accordance therewith. The Contractor shall be responsible for performing all Work so that it is satisfactory to the regulatory agencies required to inspect and approve the Work. It is not the responsibility of Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations unless such laws, statutes, building codes and regulations bear upon the performance of the Work by the Contractor. However, should the Contractor become aware of any conflicts, inconsistencies, or omissions in the Plans and Specifications which might result in work inconsistent with the requirements of such regulatory agencies, the Contractor shall, at once, notify the County and request its written instruction and interpretation of the Plans and Specifications. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, it shall assume full responsibility therefore and shall bear all costs attributable thereto.
- 2.11.5 **New Material.** The Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this contract are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their

usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

2.11.6 The Contractor shall be responsible for obtaining, and include in their price, any/all permits and licenses necessary to perform any/all work specified. The Contractor shall act as the Owner's representative for purposes of preparing and submitting all required notifications, obtaining required permits, and paying all fees associated therein with the project.

2.11.7 When requested by the County, the Contractor shall maintain a current copy of one or all of the following documents at a particular job site:

2.11.7.1 Occupational Safety and Health Administration, Title 29, Code of Federal Regulations:

2.11.7.1.1 Section 1926.58 - Safety and Health Regulations for Construction.

2.11.7.1.2 Section 1910 Subpart D - Walking Working Surfaces.

2.11.7.1.3 Environmental Protection Agency Title 40 CFR Part 61 NESHAP:

2.11.7.1.3.1 Subpart A - General Provisions.

2.11.8 The Contractor shall be responsible for compliance of all relevant local, State, and Federal regulations including but not limited to the above-mentioned regulations. Where compliance with two or more industry standards or sets of requirements is specified and overlapping if those different standards or requirements establishes different or conflicting levels of quality, protection or service, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the contract documents.

2.11.8.1 No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

2.11.8.2 The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000 a provision requiring compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

2.11.8.3 The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

2.11.9 **Hazardous Materials.** The Contractor shall provide medical monitoring to any of his employees or agents that may be exposed to hazardous materials or substances in excess of background levels during any phase of a project. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor shall hold the County of Volusia harmless for failure to comply with any applicable safety and health regulation on the part of himself, his employees, and/or his Subcontractors.

2.11.10 **Utilities.** The Contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or are inadequate at the job site, the Contractor shall provide at their own expense, all necessary temporary utilities required for the work specified.

2.11.11 **Demolition Activities, Asbestos.** When applicable, if the structure qualifies, the Contractor shall at least ten (10) working days prior to the start of demolition activities, submit written notification of demolition of regulated asbestos (DEP FORM 62-257.900(1)) in accordance with FAC Chapter 62-257 via certified mail to:

**Florida Department of Environmental Protection
Air Program
3319 Maguire Blvd., Suite 232
Orlando, FL 32803-3767**

2.11.11.1 The Contractor shall clean the work area at the end of each day's demolition activities. All visible debris shall be properly containerized prior to leaving the work area. The work area shall be secured after termination of the workday to prevent entry. The Contractor shall transport and dispose of asbestos waste in full compliance with 40 CFR 61, SUBPART A, 49 CFR 171 and 49 CFR 172 and disposal in a proper location including all fees related to disposal (i.e. tipping fees). The Contractor shall not be permitted to use County trash receptacles.

2.11.11.2 The Contractor shall be responsible for using engineering controls and work practice methods in accordance with 29 CFR 1926.

2.11.12 During the Project, the Contractor is responsible for security, fire safety and damage to equipment and other County property losses incurred by the Contractor and his labor force.

- 2.11.13 The County reserves the right to monitor/inspect, request work modifications, cease work or to have personnel removed from County property throughout the duration of this Contract.
- 2.11.14 The Contractor shall be responsible for the professional and technical accuracy of all services furnished by the Contractor and its Sub-Contractors under this Contract.
- 2.11.15 The Contractor shall serve as an expert witness for the County in any legal proceedings arising in connection with this Contract, if the County so requests.
- 2.12 **Representative of County.** All services authorized under this Contract shall be under the direction of the County Representative, who shall have final decision authority for all phases of the services, including general direction, review and approval of the services.
- 2.13 **Representative of Contractor.** Contractor shall, at all times during the normal work week, designate or appoint, one or more Project Managers who are authorized to act on behalf of Contractor regarding all matters involving the conduct of the performance pursuant to this Contract and Project, and shall keep the County Project Manager continually advised of such designation.
- 2.14 **Continuing the Work.** The Contractor shall carry on the Work or Services and adhere to the progress schedule during all disputes of this Contract with the County. No Work or Services shall be delayed or postponed pending resolution of any disputes of this Contract, except as specifically set forth herein, or as the County and Contractor may otherwise agree in writing.
- 2.14.1 **Informal Dispute Resolution:** If a dispute arises between the parties concerning a Request for Information, Change Order, Field Change Orders, a unit price or quantity of any material(s), the cost of labor, or interpretation of the specifications in any Contract Document, regardless of whether or not a change in said unit price or quantity of any material(s), cost of labor, or interpretation of the specifications would result in an increase, decrease, or no change in the total Contract Price of this Contract, and the parties (i.e., Contractor's designated representative and County's designated representatives (i.e., Architect/Engineer and County Project Manager) are unable to resolve such dispute within five (5) calendar days of notice from the other party of the dispute, then within five (5) calendar days thereafter, the applicable Project Manager and Consultant for the County and Project Manager for the Contractor shall promptly bring the disputed matter to a informal mediation conference at a date, time, and location mutually agreeable to all parties. The County and Contractor shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding.
- 2.14.2 **Formal Dispute Resolution:** See Article 7 of this Contract.

- 2.14.3 Each party agrees to bear its own costs and attorney's fees relating to any dispute resolution procedures described in this section including without limitation attorney's fees and costs, and any travel or related expenses of personnel or senior management whose presence may be deemed necessary to resolve such issues, disputes or controversies.
- 2.15 **Deliverables.** The Contractor shall deliver to the County any and all reports and any other deliverable required under the Project in a format approved by the County.
- 2.16 **Time is of the Essence.** Time is of the essence for all Projects performed in accordance herewith.
- 2.17 **Standards.** The Contractor shall be responsible for the professional quality and the accuracy of all deliverables and services provided under this Contract and shall, without additional compensation, correct any errors in the same. Deliverables prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in this Contract, be thoroughly researched for accuracy of content, be grammatically correct and not contain errors, be numerically accurate, be submitted in the format approved in advance by the County Project Manager and be submitted for advance review and comment by the County Project Manager. The cost of correcting errors, correcting report data, or making other revisions required to bring the deliverable into compliance with the requirements of this Contract shall be borne solely by the Contractor.
- 2.18 **Value Engineering.** The Contractor shall review the plans and specifications as prepared by the A/E and perform value engineering services. The County Representative, the A/E and the Contractor shall review the proposed changes and the County shall determine which shall be incorporated into the plans and specifications. As an optional service, the Contractor may be called upon to develop these changes into drawing formats generally compatible with the existing plans and specifications. The fee for this optional work will be determined when required.
- 2.19 **Project Site Facilities.** Review the Plans and Specifications to ensure that they contain provision for all temporary facilities required for the performance, management, inspection and supervision of the Work.

ARTICLE 3 - SCOPE OF SERVICES/WORK AND CLAIMS

- 3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described in the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to completely perform the Work and complete the Project in accordance with the Contract Documents.
- The Improvements under this Contract consist of the widening of Williamson Boulevard from Strickland Range Road to Hand Avenue.
- 3.2 Changes in the Work shall made in accordance with Section 10.4.2 of the General Conditions.

3.3 **Claims by Contractor.** When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the County, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth in these Contract Documents for preservation, presentation and resolution of the claim.

3.3.1 Submission of timely notice of intent to file a claim, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any court, arbitration, or other formal claims resolution proceeding against the County for the items and for the sums or time set forth in the Contractor's written claim. The failure to provide such notice of intent, time extension request, written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim. **Content of Written Claim.** As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract Documents, for any claim, the Contractor shall submit a written claim to the County which will include for each individual claim, at a minimum, the following information:

3.3.1.1 A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim.

3.3.1.2 The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

3.3.1.3 Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications.

3.3.1.4 Identification of the provisions of the Contract Documents which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract Documents which allegedly have been breached and the actions constituting such breach.

3.3.1.5 A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

3.3.1.5.1 Documented additional job site labor expenses.

3.3.1.5.2 Documented additional cost of materials and supplies.

3.3.1.5.3 A list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each.

3.3.1.5.4 Any other additional direct costs or damages and the documents in support thereof.

3.3.1.5.5 Any additional indirect costs or damages and all documentation in support thereof.

3.3.1.6 A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance, or occurrence.

3.3.2 **Compensation for Delay.** Notwithstanding anything to the contrary contained in the Contract Documents, additional Contract Time shall be the Contractor's sole remedy for any delay other than to perform extra work caused by the County unless the delay shall have been caused by acts constituting willful or intentional interference by the County with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the County of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the performance of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental Contracts, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the County pursuant to the Contract Documents, shop drawing approval process delays, expansion of the physical limits of the Project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

3.3.3 **Non-Recoverable Items.** The parties agree that for any claim the County will not have liability for the following items of damages or expense:

3.3.3.1 Loss of profit, incentives or bonuses;

3.3.3.2 Any claim for other than extra work or delay;

3.3.3.3 Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, diminution of business value, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

3.3.3.4 Acceleration costs and expenses, except where the County has expressly and specifically directed the Contractor in writing "to accelerate at the County's expense"; nor

3.3.3.5 Attorney fees, claims preparation expenses and costs of litigation.

ARTICLE 4 - COMPENSATION; PAYMENTS; PUNCHLIST

4.1 **Compensation.** As consideration for the Contractor satisfactorily completing the Project in accordance with the terms and conditions of this Contract, the County agrees to pay the Contractor a dollar amount equal to Contractor's "Total Bid Price," **TEN MILLION DOLLARS AND 80/100 (\$10,000,000.80)**, as shown in Exhibit "C" hereto. Performance and Payment Bond prices are subject to adjustment based on actual premiums paid.

4.1.1 The Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Project costs which result in an increase in the cost to Contractor to perform this Contract or because the time for completion varies from the original estimate, including completion or substantial completion of this Contract prior to the scheduled or Contract completion date or on account of County's election to furnish any of the Work or Services.

4.2 **Payments.** In each invoice for payment, the Contractor shall certify as follows:

4.2.1 Contractor shall deliver with the invoice, as a condition precedent to payment thereof, waivers of lien for each of its Subcontractors.

4.2.2 The County shall promptly review each invoice for payment and make such exceptions, as the County reasonably deems necessary or appropriate under the state of circumstances then prevailing.

4.2.3 Based upon the approved invoice, the County shall make payment to Contractor in the amount approved, subject, however, to the provisions of Section 4.2, herein. The payment of any invoice for payment by the County does not constitute approval or acceptance of that part of the Project to which such payment relates or relieve the Contractor of any of its obligations hereunder with respect hereto.

4.2.4 In accordance with Florida Statute § 255.078, the County shall retain five percent (5%) of the gross amount of each monthly payment request. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to the County.

4.2.5 Contractor shall submit a monthly Application for Progress Payment to the County, which may require execution of a separate or integrated Contractor's Release and Affidavit. The period covered by each Application for Progress Payment shall be one calendar month unless otherwise agreed in writing. The County shall process

the Application for Progress Payment in accordance with the Local Government Prompt Payment Act; Florida Statutes §218.70-.80 and the Contract Documents.

- 4.2.6 The Application for Progress Payment shall be supported by documents and data as required by the County to substantiate its accuracy. The Contractor and County shall agree on a schedule of values as a basis for reviewing the Contractor's Applications for Progress Payment.
- 4.2.7 Subject to other provisions of the Contract Documents, the amount of each payment shall be determined by multiplying the percentage of completion of a designated portion of the Work as listed in the agreed schedule of values, by the lump sum Contract Sum allocated to that portion of the Work, less retainage, or in the case of a unit price pay item, by multiplying the unit price per item by the number of units incorporated into the Project, less retainage. Where items are listed for payment as lump sum units and the Contract Plans do not show estimates of component quantities, the Contractor is solely responsible for his own estimates of such quantities. For those items having variable final pay quantities that are dependent on actual field conditions, use and measurement, the quantities shown in the Plans and in the proposal, form are approximate and provide only a basis for calculating the bid upon which the County awarded the Contract.
- 4.2.8 Contractor shall include in its Application for Progress Payment, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the Project site for incorporation into completed construction, less retainage.
- 4.2.9 Retainage shall be withheld in accordance with Florida Statute §218.735. Contractor may submit a payment request for all retainage withheld in accordance with §218.735(7)(e); after submission of the final invoice.
- 4.2.10 Contractor shall pay its subcontractors and suppliers in accordance with Florida Statute §218.735(6). Contractor shall require its subcontractors to pay all of the subcontractor's subcontractors in accordance with §218.735(6).
- 4.2.11 Per Florida Statute §255.05(11), the County may condition payment of a Progress Payment or Final Payment on the production of a release, waiver or like documentation from a claimant demonstrating that the claimant does not have an outstanding claim against the contractor, the surety, the payment bond, or the County for payments due on labor services or materials furnished on the project unless the Contractor provides the County with a written consent from the surety regarding the Project or payment in question. No party requiring a release from a claimant may require use of a form other than those specified in Florida Statute §255.05(2)(b-c).
- 4.2.12 Contractor shall prepare and submit an Application for Final Payment when Contractor believes in good faith that Substantial Completion of the Work has been

achieved. The County shall review the application and perform a Substantial Completion inspection.

- 4.2.13 Within ten (10) days of certification of Substantial Completion, the County shall provide Contractor a preliminary list of items required to render the Work complete, satisfactory and acceptable to the County. The Contractor shall provide any comments, including Contractors estimated time to complete all items on the list, to the County in writing within five (5) days of receipt of the preliminary list from the County. The County shall review the Contractors written comments and deliver to Contractor a final list of items within five (5) days of receipt of Contractor's comments. Contractor shall perform all items on the final list within thirty (30) days of receipt from the County unless otherwise agreed in writing by the County.
- 4.2.14 Contractor shall notify the County and the Project Manager that the Project is ready for Final Inspection upon completion of all items on the final list. The County will then schedule the Final Inspection, in coordination with the Contractor. The Final Inspection shall be conducted by the County, within ten (10) days of the Contractor's notification to the County. Following the Final Inspection, the County shall provide the Contractor a list of any additional items for corrective action and conduct an additional inspection, if necessary, to ensure that the Work has been completed.
- 4.2.15 The County reserves the right, if it discovers an error in the partial or final quantity estimates used for payments, or if it discovers that the Contractor performed defective Work or used defective materials, after the Final Payment has been made, to claim and recover from the Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.
- 4.2.16 Contractor shall retain all records pertaining to the Project for a period of three years from the date of the County's final acceptance of the Project. Upon request, Contractor shall make all such records available to the County or its representative. For the purpose of this Article, records include all books of account, supporting documents, and papers that the County deems necessary to ensure compliance with the Contract.
- 4.2.17 Any provisions hereof, to the contrary notwithstanding, the County shall not be obligated to make current payment to the Contractor hereunder if any one of the following conditions exists:
 - 4.2.17.1 The Contractor fails to diligently prosecute the work in an efficient, timely, and workmanlike manner and in strict accordance with the provisions of the Contract Documents; or
 - 4.2.17.2 The Contractor fails to use an adequate number of qualified personnel and sufficient equipment to complete the Project without undue delay; or

- 4.2.17.3 The Contractor fails to make prompt payments to its Subcontractors, suppliers, materialmen, or laborers; or
- 4.2.17.4 The Contractor is otherwise in default of any of its obligations hereunder or otherwise is in default under any of its contractual requirements; or
- 4.2.17.5 The Contractor failed to provide a certified letter of the proper removal of lead and/or asbestos; or
- 4.2.17.6 Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before the County makes payment on those items. The Contractor shall only issue invoices for services rendered. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed two percent (2%) per month on all undisputed invoices not paid within twenty (20) days after receipt and acceptance of the service, and receipt by the County of a properly completed invoice, whichever is later. Invoices for payments hereunder shall be submitted to the Project Manager.
- 4.2.17.7 To be deemed proper, all invoices shall comply with the requirements set forth in this Contract and shall be submitted on the form and pursuant to instructions prescribed by the County.

4.3 **Cost of the Work.** The Cost of the Work shall include, without limitation, the cost items set forth as follows:

- 4.3.1 The cost of all materials, supplies and equipment incorporated in the Work and the cost of transportation and storage thereof. The County, at its sole discretion, may make payment for materials, supplies or equipment stored off-site;
- 4.3.2 Payments made by the Contractor to its Subcontractors for work performed for the Project under trade or subcontract contracts;
- 4.3.3 The cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are used and consumed in the performance of the Work and the cost, less salvage value, on items used but not consumed which remain the property of the Contractor. This cost shall not include the cost of materials, supplies, equipment, temporary facilities and hand tools furnished by Subcontractors as part of their trade work which shall be incorporated in the trade contracts cost;
- 4.3.4 Rental charges of all necessary motor vehicles, machinery and equipment, including hand tools, whether rented from the Contractor or others, and including transportation and delivery costs, installation, maintenance, repair and

replacement, and dismantling and removal, at rental charges consistent with those prevailing in the area of the Project;

- 4.3.5 Actual cost, without mark-up, of the premium for all insurance and bonds which the Contractor is required to provide pursuant to this Contract;
- 4.3.6 Sales, use, gross receipt, or similar taxes related to the performance of the Work, imposed by any governmental authority and for which the Contractor is liable;
- 4.3.7 Building and operating permit fees, inspection and filing fees, sewer and water fees and deposits lost for causes other than Contractor's own negligence;
- 4.3.8 Losses, expenses or damages to the extent not compensated by insurance or otherwise, including settlement made with the written approval of the County;
- 4.3.9 The cost of corrective work (within the Contract Price limit);
- 4.3.10 Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items;
- 4.3.11 Cost of debris and trash removal including daily cleanup;
- 4.3.12 Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc.;
- 4.3.13 Cost related to emergencies affecting the safety of persons and loss of property;
- 4.3.14 Legal costs properly resulting from prosecution of the Work for the County, provided that they are not the result of Contractor's own negligence or malfeasance. Legal costs incurred in connection with disputes with the County shall not be included in the Cost of the Work;
- 4.3.15 Cost of items related to the Project Safety Program including barricades, firefighting equipment and extinguishers, special and protective wearing apparel and safety equipment, temporary roads and parking, dust and noise control, installation and operation of temporary hoists, scaffolds, ladders and runways, and likely items;
- 4.3.16 Cost of watchmen or similar security services;
- 4.3.17 Cost of survey, measurement and layout work required for the proper execution of the Work;
- 4.3.18 Cost of purchase or rental of office equipment such as typewriters, cameras, radio communications, computers, pagers, copiers, dictating units, and other items such

as office and tool trailers, vehicles and furniture purchased by Contractor in connection with the Work;

4.3.19 Cost of preparation of shop drawings, coordination drawings, photographs, and "as-built" documentation;

4.3.20 Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work;

4.3.21 Costs incurred during the warranty period after completion of the Project (within the Contract Price); and

4.3.22 Overhead and any other costs incurred by the Contractor in the performance of the Contract.

4.4 Adjustments of the Compensation shall be made only as follows:

4.4.1 For approved changes in the Work (additional), an increase to the fee in an equitable amount to be included in the Change Order.

4.4.2 If the Contractor is placed in charge of the reconstruction of any insured or uninsured loss, the fee shall be increased in the same proportion pursuant to Sections 2.8 – Change in Scope of Services/Work, and 4.4.1, above.

4.5 The Compensation shall include only those taxes which are legally enacted at the time the Compensation is established. Taxes included in the Compensation shall be segregated by category of taxes so that the County may insure that the tax exemptions applicable to County are excluded from the Compensation.

4.6 The value included in the Compensation for General Conditions and supervision shall be defined as a fixed amount and agreed upon by the County and the Contractor at the time the Compensation is accepted by the County. The County and the Contractor further agree that the provisions of Section 4.1, hereof, in reference to the Compensation line-item budgeted amount adjustment affecting the Compensation, as applicable to the General Conditions and supervision total amount, shall be limited and shall not exceed the agreed fixed amount by more than a maximum of ten percent (10%), if absolutely necessary. All cost savings, if any, shall be returned to the County as part of the net aggregate savings established at the time the final accounting is submitted, at the completion of the Work.

4.7 **Exclusions.** The Compensation shall not include such Project expenses as cost of site, site survey and subsurface investigations, professional design fees, inspection services or moveable equipment and furnishings.

ARTICLE 5 - PERSONNEL OF CONTRACTOR AND SUBCONTRACTORS

- 5.1 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or Subcontractor's wages or salaries. Benefits, if any, for the Contractor's employees and/or Subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and workers' and unemployment compensation.

- 5.2 **Applicable Laws.** Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

- 5.3 **Right of Rejection.** During the term of this Contract, the County shall have the right of reasonable rejection and approval of the staff of the Contractor or other representatives assigned to the work by the Contractor. If the County reasonably rejects the staff or representative of the Contractor, Contractor shall provide replacement satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees or others working on behalf of the Contractor are the sole responsibility of the Contractor.

- 5.4 **Prior Approval.** In the event the Contractor, during the course of the work under this Contract, requires the services of any Subcontractors, suppliers, other persons or organizations in connection with service covered by this Contract, the Contractor must secure the prior written approval of the County. The County's acceptance of any such Subcontractors, suppliers, other persons or organization so identified, may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such Subcontractor, supplier, other person or organization shall constitute a waiver of any right of the County to reject defective work. Contractor shall remain fully responsible for the services of said Subcontractors, suppliers, other persons or organizations. The Contractor shall require all Subcontractors or outside associates employed in connection with the performance Work under this Contract to comply fully with the terms and conditions of Sections 3, 10, and 11, of this Contract.

- 5.5 **Contractor's Payment of Subcontractors.** Contractor shall save and hold the County harmless from any and all claims or actions by Contractor's Subcontractors, Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Contractor by Subcontractor for Work performed under this Contract.

- 5.5.1 Contractor shall pay its subcontractors and suppliers in accordance with Florida Statute §218.735(6). Contractor shall require its subcontractors to pay all of the subcontractor's subcontractors in accordance with §218.735(6).
- 5.6 Nothing in this Contract shall create any obligation on the part of the County to pay directly to any Subcontractor of Contractor or Sub-subcontractor of Subcontractor any monies due to such Subcontractor or claims of a Subcontractor or Sub-subcontractor of Subcontractor for amounts owed by Contractor to Subcontractor for Work performed under this Contract.

ARTICLE 6 - INSURANCE AND BONDS

- 6.1 Insurance requirements (see Exhibit C).
- 6.2 The provisions of this Article shall survive the cancellation or termination of the Contract to the extent required to maintain coverage for losses arising out of performance of the Work by Contractor, its employees, agents and all persons or entities performing any portion of the Work via direct or indirect contract with the Contractor.
- 6.3 In the event Change Orders exceed the estimated Contract Price, Contractor shall be required to obtain additional insurance to meet the new Contract Price.
- 6.4 Prior to commencing Work, Contractor shall execute and record in the public records of Volusia County, a payment and performance bond with a surety insurer authorized to do business in Florida as surety. The bond(s) shall be in the form of those attached in Exhibit D hereto and shall in all respects be governed by Florida Statute §255.05 and the provisions of the Contract Documents.
- 6.5 The provisions of this article shall survive the cancellation, termination or expiration of the Contract to the extent necessary to provide required coverage for the Contractor's performance of the Work.

ARTICLE 7 - DISPUTE RESOLUTION

- 7.1 The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract and any applicable Scope of Services/Work. Issues shall be escalated to successive management levels as needed.
- 7.2 Contractor and County shall not allow any dispute to adversely affect the progress of the Work unless continuing the Work would likely result in dangerous conditions on the Project, danger to the public, or reasonably certain irreparable financial harm.

- 7.3 Contractor and County agree that all contractual provisions with respect to making claims, providing notice of default and opportunity to cure or termination, must be performed unless mutually waived in writing, as a condition precedent to initiating any dispute resolution process.
- 7.4 If a dispute develops between the parties concerning any provision of this Contract, or the interpretation thereof, or any conduct by the other party under these Contracts, and the parties are unable to resolve such dispute within ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 7.5 Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) business days, the Project Managers shall escalate the dispute as indicated below.

Business	Contractor's Representative	County Representative
10	Contractor	Project Manager
10	Contractor's Local Officer	Director of Purchasing & Contracts
20	Contractor's COO or President	Deputy County Manager

- 7.6 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction pursuant to this Contract.
- 7.7 Each party agrees to bear its own costs and attorney's fees relating to any dispute resolution procedures described in this section including without limitation attorney's fees and costs, and any travel or related expenses of personnel or senior management whose presence may be necessary to resolve such issues, disputes or controversies.
- 7.8 **Mediation.** Contractor and County shall engage in non-binding mediation as a condition precedent to the initiation of litigation. The parties shall select a mutually agreeable Florida Supreme Court Certified Circuit Civil Mediator experienced and knowledgeable in construction law and/or large construction projects, within thirty (30) days of a request for mediation from the other party. The mediation shall occur at a mutually agreeable time,

but not more than one-hundred twenty (120) days after the selection of a mediator, unless otherwise agreed in writing. The Florida Statutes and Florida Rules of Civil Procedure applicable to mediation shall apply. Notwithstanding the foregoing, Contractor and County agree that if they agree on a compromise and settlement, it would necessarily have to be presented in good faith to the entire county council at open meeting before it could be finalized, and such public presentation shall not be considered a breach of the confidentiality requirements of mediation. Each party shall bear their own costs and attorneys' fees. The mediation shall occur in Volusia County unless otherwise mutually agreed in writing. Any Contract reached at mediation shall be enforceable in a court of competent jurisdiction.

- 7.9 **Litigation.** For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Florida law shall prevail in any litigation. Venue shall lie exclusively in the Seventh Judicial Circuit in and for Volusia County, Florida, for state court actions, and in the Orlando Division of the Middle District of Florida for federal court actions. Parties shall bear their own costs and attorney's fees related to any litigation and appeals.
- 7.10 In the event of a claim by County against the Contractor, the County may, but is not obligated to, notify the Surety of the nature and amount of the claim. If the claim relates to a possibility of a Contractor's default, the County may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

ARTICLE 8 - TERMINATION AND SUSPENSION

- 8.1 The performance of Services under this Contract may be terminated by the County in accordance with this Article 8 – Termination and Suspension, in whole or in part from time to time, for (1) a material breach subject to Article 7 - Dispute Resolution; (2) nonappropriation of funds; or, (3) for convenience (upon at least thirty (30) calendar days, prior written notice to Contractor) whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be affected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this Contract is terminated, and the subsequent date upon which such termination becomes effective.
- 8.2 After receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:
- 8.2.1 Stop work under this Contract on the date and to the extent specified in the Notice of Termination.
- 8.2.2 Place no further orders or subcontracts for materials, Services or Work or facilities, except as may be necessary for completion of such portion of the Work under this Contract, as it is not terminated.

- 8.2.3 Terminate all orders and subcontracts pursuant to this Article 8 – Termination and Suspension to the extent that they relate to the performance of Services or Work terminated by the Notice of Termination.
- 8.2.4 Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 8.2.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Article 8 – Termination and Suspension.
- 8.2.6 Transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:
 - 8.2.6.1 The designs, specifications, reports, studies, plans, bulletins, schedules, estimates, other documentation and/or other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,
 - 8.2.6.2 The completed or partially completed designs, specifications, reports, studies, plans, bulletins, schedules, estimates or other documentation which, if this Contract has been completed, would have been required to be furnished to the County.
- 8.2.7 Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

8.3 **Termination by the Contractor.**

- 8.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act of fault of the Contractor or its agents or employees or any other persons or entities performing portions of the Work in direct or indirect contract with the Contractor for the following reasons:
 - 8.3.1.1 Issuance of an order of court or other government entity with jurisdiction over the Project requiring a stoppage of Work; or
 - 8.3.1.2 Failure of the County to certify an application for payment without cause in accordance with the provisions of this Contract and Florida Statutes
- 8.3.2 The Contractor may terminate the Contract if, through no act of fault of the Contractor or its agents or employees or any other persons or entities performing

portions of the Work in direct or indirect contract with the Contractor, the County causes repeated suspensions, delays or other interruptions which cause total cessation of performance of the Work by Contractor for more than 150 days in a 365-day period.

- 8.3.3 If one of the conditions in Sections 8.3.1.1 or 8.3.1.2, above exist, Contractor may give County thirty (30) days written notice to the County, terminate the Contract and Contractor shall be entitled to payment from the County for all Work actually performed, and costs directly incurred by reason of the termination. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall there upon pay to the Contractor the amount so determined.

8.4 **Termination by County for Cause.**

8.4.1 The County may terminate the Contract if the Contractor:

- 8.4.1.1 Repeatedly refuses or fails to provide adequate manpower, equipment or proper materials to perform the Work on schedule;
- 8.4.1.2 Fails to make payment to Subcontractors for labor or materials in accordance with Florida Statutes or the terms of the subcontract Contracts;
- 8.4.1.3 Repeatedly fails to abide by applicable laws, statutes, ordinances, codes, rules, regulations, or orders of a government entity having jurisdiction over the Project;
- 8.4.1.4 Fails to comply with the requirements of the FHWA or FDOT for the Project as required by the Contract Documents or by the agencies themselves;
- 8.4.1.5 Fails to perform the Work in a manner that meets or exceeds the industry standard for a similarly situated Contractor on a Project of this type;
- 8.4.1.6 Failures to cure a substantial and material breach of the Contract provisions;
- 8.4.1.7 Is adjudged as bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

- 8.4.1.8 Fails to follow the instructions of the County or County's representative or otherwise violates any material provision(s) of the Contract Documents, which if uncured in a timely manner could cause damages to the County.
 - 8.4.2 If County determines a condition described in Section 8.4.1 exists, County may, without prejudice to other rights or remedies and upon giving notice to the Surety, terminate the Contractor upon ten (10) days written notice and may, subject to the prior rights of Surety, if any:
 - 8.4.2.1 Exclude the Contractor from the Project and take possession of all materials, equipment tools and construction equipment and machinery thereon owned by the Contractor;
 - 8.4.2.2 Accept assignment of subcontracts;
 - 8.4.2.3 Withhold any further payment from Contractor until the Work is complete; and
 - 8.4.2.4 Finish the Work by whatever commercially reasonable method the County chooses. County shall maintain a detailed accounting of the costs incurred by the County to finish the Work.
 - 8.4.3 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including County's cost of compensation to the CEI (if any) and other direct costs made necessary thereby, and other damages incurred by the County not expressly waived, the difference shall be paid to the Contractor. If such costs to the County exceed the unpaid Contract Sum, the Contractor shall pay the difference to the County.
- 8.5 **Termination for Cause – Breach.**
- 8.5.1 Subject to completion of the dispute resolution procedures set forth in Article 7 - Dispute Resolution, either party may, at its option, terminate this Contract in the event of a material breach of the other party by providing the breaching party thirty (30) days' prior written notice of termination delivered in accordance with Section 11.2 - Notice hereof, which notice shall identify and describe with specificity the basis for such termination. If, prior to the expiration of the notice period, the breaching party either:
 - 8.5.1.1 Cures the noticed breach as evidenced by written confirmation of the cure delivered by the non-breaching party in accordance with Section 11.2 – Notice and non-breaching party accepts cure; or
 - 8.5.1.2 Submits to the non-breaching party a plan satisfactory to the non-breaching party to cure the noticed breach and cures the breach to the

satisfaction of the non-breaching party within the time period agreed upon in the plan as evidenced by written confirmation of the cure delivered by the non-breaching party in accordance with Section 11.2 – Notice hereof within the period contained in such plan to cure, then this Contract shall not be terminated for the noticed breach.

- 8.5.2 In the event the breaching party fails to cure the noticed breach within the time period set forth in this Article 9 - Term and Termination, this Contract may be terminated at the end of the 30 day cure period (or longer time period for cure if agreed in writing by the parties) and the non-breaching party can sue the breaching party for damages and/or specific performance under this Contract and seek such other remedies as may be available under Florida law.
- 8.5.3 In the event Contractor fails to cure a noticed breach within the time period set forth in Section 8.5 and County terminates this Contract, in addition to the remedy described in Section 8.5, the County shall have the unfettered right to solicit, re-solicit and/or to contract for goods, Work or Services from any contractor, including Contractor's Subcontractors or Sub-subcontractors, to complete the Project.

8.6 **Termination for Non-appropriation.**

- 8.6.1 Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to nonappropriation shall be without a termination charge by Consultant. County shall not be obligated to pay Contractor under this Contract beyond the date of termination except as set forth in this Contract. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues.
- 8.6.2 Any such termination shall be affected by the delivery of Notice of Termination in accordance with Section 11.2 – Notice. A Notice of Termination shall specify the extent to which this Contract is terminated and the date upon which termination will become effective.
- 8.6.3 In the event that this Contract is terminated in whole for nonappropriation by the County or Contractor and subject to Article 4 – Compensation; Payments; Punchlist, and Article 8 – Termination and Suspension, Contractor shall be paid in accordance with terms of this Article to the date of termination on a prorated basis for any milestone or Deliverable designated for payment under this Contract that was started but not completed. Notwithstanding the foregoing, County's obligation to pay Contractor under Article 4 – Compensation; Payments; Punchlist and this Contract is limited to the budgeted amount for the

fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Article 4 – Compensation; Payments; Punchlist. Upon being notified of County's election to terminate or Contractor election to terminate, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of this Contract which is not specifically authorized in the Notice of Termination.

- 8.6.4 Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- 8.6.5 If termination of the resulting Contract occurs for any reason:
 - 8.6.5.1 Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the service performed hereunder.
 - 8.6.5.2 For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within thirty (30) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.
- 8.6.6 In the event of termination by the County for nonappropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of an undisputed invoice for all

cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

8.7 Suspension by County for Convenience.

8.7.1 The County may order the Contractor in writing to suspend, delay or interrupt a portion or all of the Work, without cause.

8.7.2 The Contract Time and Contract Sum may be adjusted on account of any suspension, delay or interruption pursuant to Section 8.7, in accordance with the Contract Documents, but no adjustment shall be required if:

8.7.2.1 And to the extent the performance is or would have been suspended by another cause for which the Contractor or those in direct or indirect contract with the Contractor are responsible; or

8.7.2.2 And to the extent that an equitable adjustment is made or denied under another provision of the Contract Documents accounting for the suspension.

8.8 Termination by the County for Convenience.

8.8.1 The County may terminate the Contract for convenience without cause upon thirty (30) days written notice to Contractor. Upon written notice from the County, the Contractor shall:

8.8.1.1 Cease operations as directed by the County in the notice;

8.8.1.2 Protect and preserve the Work in place and stored materials; and

8.8.1.3 Assign subcontracts and purchase orders as directed by the County;

8.8.1.4 Except as otherwise directed by the County, terminate all subcontracts and purchase orders effective on the termination date provided in the notice of termination and cease entering any new subcontracts or purchase orders.

8.8.2 If termination of this Contract occurs for any reason:

8.8.2.1 Except as otherwise provided in this Contract, Contractor shall return to the County all County Confidential Information in Contractor's possession and shall certify in a written document signed by the Contractor and County Representative or any Amendment thereto then, in accordance with Section 11.2 - Notice that all such information has been returned.

- 8.8.2.2 Except as provided in herein, the County shall return to Contractor or destroy all Contractor Confidential Information in the County's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Contractor Confidential Information and all copies of any of the foregoing (in whatever medium recorded) and all third-party products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the County Project Manager and Contractor or any amendment thereto that all such information and material has been returned or destroyed.
- 8.8.2.3 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 4 – Compensation; Payments; Punchlist, and this Article 8 – Termination and Suspension, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Contract for work performed from the last invoice to the effective date of termination. County will review such invoice for payment within fifteen (15) days of receipt and County will pay any undisputed amount within thirty (30) days.
- 8.9 If the Contractor's failure to perform and default arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (such causes may include, but are not restricted to acts of God, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor and the Contractor, within ten (10) days from the beginning of any such delay notifies the County in writing of the causes of delay, then the County, in its sole discretion, shall ascertain the facts and the extent of delay and extend the time for completing the Project when the findings of fact justify such an extension.
- 8.10 If, after Notice of Termination of this Contract for default, it is determined for any reason that the Contractor was not in default or that the default was excusable under the provisions of paragraph above, the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued pursuant to this Article 9 – Term and Termination.
- 8.11 Any provision of this Contract that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Contract.
- 8.12 If County terminates pursuant to Section 8.7, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, plus commercially reasonable overhead and profit on the Work not executed.

ARTICLE 9 - LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 9.2 **No Third Party Beneficiaries.** Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 9.3 **Indemnification.**
- 9.3.1 **General Indemnification/Construction (Department).** To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation (Department), including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor. The foregoing indemnification shall not constitute a waiver of the State of Florida, Department of Transportation or the County sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.
- This indemnification shall survive the termination of this Agreement. Nothing contained in this Article is intended to nor shall constitute a waiver of, the County's and Department's sovereign immunity.
- 9.3.2 In all claims against the County or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, consultant or

any subcontractor or subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

- 9.3.3 **Indemnification for Grant Funded Projects.** For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Consultant/Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.
- 9.3.4 In all claims against FDEM or US, Consultant/Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant/Contractor, or its employees, agents, contractors, or subconsultants/subcontractors.
- 9.4 In no event shall Contractor or County be liable for consequential, special, incidental, indirect, exemplary, or punitive damages.
- 9.5 **Claims Notice.** The Contractor shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in claims against the County under any of the coverages mentioned herein.

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Ave., Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

ARTICLE 10 - GOVERNMENT COMPLIANCE

- 10.1 **Employment of Illegal Aliens.** The Contractor certifies that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 (as amended).
- 10.2 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor

agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

10.2.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county's ADA Coordinator at 386-248-1760. Read the full [ADA Notice](#) under The American with Disabilities Act (Title II). Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

10.3 **Fair Labor Standards Act.** The Contractor and any Subcontractor shall pay all employees working on this Contract, not less than the minimum wage specified in the Fair Labor Standards Act (as amended).

10.4 **Drug-Free and Smoke-Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its Subcontractors agree to adhere to the County's policies on drug-free and smoke-free work place during the term of this Contract.

10.5 **Modifications Due To Public Welfare or Change in Law.** The County shall have the power to make changes in this Contract as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on Contractor under this Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of Contractor, or the benefits to the County, then this Contract shall be amended consistent therewith. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law.

10.6 **Compliance with Laws.**

- 10.6.1 The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders and decrees whether or not they are specifically included or referenced by name in the Contract Documents.
- 10.6.2 All licenses and permits required to perform Contractor's duties under this contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this contract.
- 10.7 **Truth-In-Negotiation Certificate.** The signature on this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual Unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of Contracting.
- 10.8 **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 386-736-5935, purchasing@volusia.org, by mail at 123 W. Indiana Ave., RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- 10.8.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- 10.8.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- 10.8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.
- 10.8.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 10.8.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
- 10.8.6 Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 10.8.7 Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless from and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 10.9 **Audit Right and Retention of Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. Contractor shall preserve and make

available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Public Records Act (if applicable, or, if the Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Public Records Act is determined by County to be applicable to Contractor' records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

10.10 **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

10.11 **Prohibition Against Contingent Fees.**

10.11.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.11.2 Contractor understands any acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).

10.11.3 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual

person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

10.12 **Public Entity Crime and Discriminatory Vendor List.** Pursuant to Florida Statutory requirements, Contractor is hereby notified of the contents of the following statutory provision:

10.12.1 **Section 287.133(2)(a)(as amended):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

10.12.2 **Section 287.133(2)(b)(as amended):** A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

10.12.3 **Section 287.134(2)(a)(as amended):** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

10.12.4 **Section 287.134(2)(b)(as amended):** A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months

following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

10.13 By signing this Contract, the Contractor represents and warrants that it is not violating Section 287.133, Florida Statutes, or Section 287.134, Florida Statutes.

10.14 In addition to the foregoing, the Contractor represents and warrants that Contractor is not under investigation for violation of such statutes and should Contractor prepare to use a Subcontractor or professional associate, Contractor shall require such Subcontractor or professional associate to sign an affidavit that the individual or entity is not under investigation nor in violation of these statutes.

10.15 **E-Verify**. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subcontractors. If and to the extent the Contract meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Contract as if fully set forth herein.

10.15.1 The Contractor covenants and agrees that if the County has a good faith belief that Contractor has knowingly violated or if Contractor is found to have violated this Section 3.1; Section 446.09(1), Florida Statutes; Section 446.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate this Contract immediately and without penalty and such termination shall not be or be considered a breach of this Contract; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Contractor acknowledges and understands that if the County terminates this Contract in accordance with this Section 3.1, the Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Contract was terminated.

10.15.2 Any subcontract entered into by Contractor with any Subcontractor performing work under this Contract shall include the following language: "The

Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." In accordance with Florida law, if Contractor enters into a subcontract to perform work under this Contract], Contractor shall require from said subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Contractor shall maintain a copy of such affidavit for the duration of this Contract and/or the contract with the subcontractor, whichever is longer. Contractor acknowledges and agrees that if the County has a good faith belief that a subcontractor knowingly violated this Section Error! Reference source not found. or Sections 446.09(1) or 446.095 of the Florida Statutes, but also has a good faith belief that Contractor otherwise complied with this Section 3.1 and applicable law, the County shall promptly notify the Contractor and order the Contractor] to immediately terminate the contract with the subcontractor. Failure to comply with said order shall constitute a violation of this Section 3.1 and the terms of Section 3.1.2 shall apply.

10.16 **Material Safety Data Sheet.** In accordance with Chapter 442, Florida Statutes, it is the Contractor's responsibility to identify and to provide to the County a Material Safety Data Sheet for any material as may apply to this Contract.

10.17 **Anti-Lobbying.**

10.17.1 If this Project is funded by federal funds, then to the best of the County's knowledge and belief:

10.17.1.1 No Federal appropriated funds have been paid or shall be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

10.17.1.2 If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 10.18 **Safety.** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards.
- 10.19 **Background Checks.** Contractor and County understand that certain areas of the County's premises may not be available to Contractor's personnel without passing required background checks. If access is not required to perform the services contemplated by this Contract, background checks will not be required.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

- 11.1 **Entire Contract.** This Contract constitutes the entire Contract between the parties. There are no understandings or Contracts related hereto other than those which are expressed herein, and all prior negotiations, Contracts, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 11.2 **Notice.** All notices required under this Contract shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: 386-736-5935 Fax: 386-736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: 386-736-5950 Fax: 386-736-5990
In the case of Contractor:	with a copy of legal notices to:
P & S PAVING, INC. Attn: Curtis Long, Vice President Address: 3701 Olson Drive Daytona Beach, Florida 32124 Phone: 386-258-7911	P & S PAVING, INC. Attn: Curtis Long, Vice President Address: 3701 Olson Drive Daytona Beach, Florida 32124 Phone: 386-258-7911

- 11.3 **Governing Law.** The laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida, shall govern this Contract. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants

or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida and Code of Ordinances of County of Volusia, without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

- 11.4 **Venue and Jurisdiction.** The venue for any litigation between the parties arising under this Contract shall, if in state court, be exclusively in the County of Volusia, Florida, or, if in federal court, exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract.
- 11.5 **Assignment.** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).
- 11.5.1 Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section.
- 11.5.2 Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.
- 11.6 **Waiver of Jury Trial.** Contractor and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to the Contract for any litigation limited solely to the parties of this Contract.
- 11.7 **Attorneys Fees and Costs.** Unless otherwise specifically stated herein, each party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Contract.

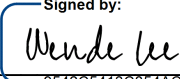
- 11.8 **Severability.** The invalidity or unenforceability of any provisions of this Contract or the Contract Documents shall not affect the validity or enforceability of any other provision of the Contract or the Contract Documents, which shall remain in full force and effect.
- 11.9 **Waiver.** Failure by either party or both parties to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- 11.10 **Amendment.** No modification, amendment, change order, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Contract and executed by a duly authorized official of each party.
- 11.11 **Headings.** Any paragraph and/or section headings used in this Contract are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Contract.
- 11.12 **Scrutinized Companies-FL Statute Section 287.135 and 215.473:**

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to County Solicitation No. 23-B-140SR. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

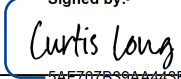
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IN WITNESS WHEREOF, the parties have made and executed this Construction Contract for the **WILLIAMSON BOULEVARD WIDENING (FROM STRICKLAND RANGE ROAD TO HAND AVENUE)** the day and year below written.

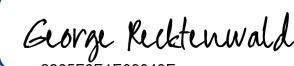
Vendor acknowledges that Curtis Long (the “Authorized Signatory”) is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

Attest: 
Signed by: 9542C5413C854AC...
Signature
Wende Lee
Print Name
Administrator
Title

Date: 9/4/2024 | 14:43:14 EDT

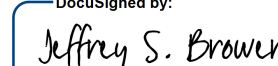
P & S PAVING, INC.

Signed by: 5AF707B39AA443B...
BY: Signature
Curtis Long
Print Name
Vice President
Title

Date: 9/4/2024 | 13:18:02 EDT

Attest: 
DocuSigned by: 2265E6E1E09043E
George Recktenwald
County Manager

Date: 9/23/2024 | 15:57:24 EDT

Approval: 09/17/2024 
DS

COUNTY OF VOLUSIA

DocuSigned by: FFF54386B8FD439
BY: Jeffrey S. Brower
County Chair

Date: 9/22/2024 | 09:00:03 EDT

Envelope Id: F5EA4C826BA649ADAA853BA1EACEF49E
Subject: Request for Signatures: Agenda Item #12155 County of Volusia, 24-B-22SR, C1932
Source Envelope:
Document Pages: 48
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Shaira D. Resto
119 W. Indiana Ave.
DeLand, FL 32720
sresto@volusia.org
IP Address: 74.191.71.218

Status: Original
9/4/2024 10:07:29 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Shaira D. Resto
sresto@volusia.org
Pool: StateLocal
Pool: County of Volusia

Location: DocuSign

Curtis Long
clong@pandspavinginc.com
Vice President
P&S Paving, Inc.
Security Level: Email, Account Authentication
(None)

Signed by:

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Signature Adoption: Pre-selected Style
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Signed: 9/4/2024 1:18:02 PM

Wende Lee
wlee@pandspavinginc.com
Administrator
P & S Paving, Inc.
Security Level: Email, Account Authentication
(None)

Signed by:
9542C5413C854AC...

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Shaira Resto
sresto@volusia.org
Procurement/Contracts Manager
Volusia County Purchasing Division
Security Level: Email, Account Authentication
(None)

DS
SR

Signature Adoption: Pre-selected Style
Using IP Address: 74.191.71.218

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Jeffrey S. Brower
jbrower@volusia.org
Security Level: Email, Account Authentication
(None)

DocuSigned by:
 Jeffrey S. Brower
FFF54386B8FD439...

Signature Adoption: Pre-selected Style
Using IP Address: 174.211.224.90
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Electronic Record and Signature Disclosure:
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ID: ee7210ea-ec92-4224-ad3f-e58792e09554

Signer Events	Signature	Timestamp
George Recktenwald grecktenwald@volusia.org County Manager County of Volusia Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  2269F6E1E09043E... Signature Adoption: Pre-selected Style Using IP Address: 107.77.223.149 Signed using mobile	Sent: 9/23/2024 9:28:58 AM Viewed: 9/23/2024 3:57:02 PM Signed: 9/23/2024 3:57:24 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Shaira D. Resto sresto@volusia.org Procurement/Contracts Manager Volusia County Purchasing Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 74.191.71.218	Sent: 9/4/2024 10:11:42 AM Viewed: 9/4/2024 10:12:32 AM Completed: 9/4/2024 10:12:33 AM
Pamela Wilsky pwilsky@volusia.org Purchasing Director Volusia County Purchasing Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 74.191.71.218	Sent: 9/4/2024 10:12:34 AM Viewed: 9/4/2024 10:41:23 AM Completed: 9/4/2024 10:41:56 AM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Dana Johnson djohnson@volusia.org Executive Assistant to the County Manager County of Volusia Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 74.191.71.218	Sent: 9/22/2024 9:00:05 AM Viewed: 9/23/2024 9:28:57 AM

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Carbon Copy Events	Status	Timestamp
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Legal docusign-legal@volusia.org County Legal Volusia County County Manager's Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2024 3:57:27 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	9/23/2024 3:57:24 PM
Completed	Security Checked	9/23/2024 3:57:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Volusia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Volusia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 386-736-5922

To contact us by email send messages to: cbarber@volusia.org

To contact us by paper mail, please send correspondence to:

County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

To advise County of Volusia of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarber@volusia.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Volusia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cbarber@volusia.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Volusia

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cbarber@volusia.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.

Execution Version

EQUITY PURCHASE AGREEMENT

among

THE SHAREHOLDERS IDENTIFIED HEREIN,
as the Shareholders

P & S PAVING, INC.
as the Company

TIMOTHY W. PHILLIPS,
as the Agent,

C.W. ROBERTS CONTRACTING, INCORPORATED,
as the Buyer

and

CONSTRUCTION PARTNERS, INC.,
as the Parent

Dated as of September 26, 2025

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EQUITY PURCHASE AGREEMENT

This **EQUITY PURCHASE AGREEMENT** is made and entered into and effective as of September 26, 2025, by and among **P & S PAVING, INC.**, a Florida corporation (the “Company”), the shareholders of the Company identified below as the Shareholders, **C.W. ROBERTS CONTRACTING, INCORPORATED**, a Florida corporation (“Buyer”), **CONSTRUCTION PARTNERS, INC.**, a Delaware corporation (“Parent”) and **TIMOTHY W. PHILLIPS**, in his capacity as the initial Agent.

BACKGROUND

The Persons identified on Schedule I (the “Shareholders”) own, beneficially and of record, all of the issued and outstanding capital stock of the Company (collectively, the “Company Shares”), in each case, in the amounts and classes set forth opposite their names on Schedule I hereto. The Company Shares collectively represent all of the issued and outstanding Equity Securities of the Company.

Following the date hereof and prior to (and as a condition to the occurrence of) the Closing, the Shareholders and the Company shall undertake the Pre-Closing Reorganization. Following the Pre-Closing Reorganization, among other things: (1) the Shareholders will own, beneficially and of record, all of the issued and outstanding capital stock of the Seller, representing all of the issued and outstanding Equity Securities of the Seller, and (2) the Seller will own, beneficially and of record, all of the issued and outstanding membership interests of the Company (following the conversion of the Company from a Florida corporation to a Florida limited liability company) (the “Interests”), representing all of the issued and outstanding Equity Securities of the Company. The Seller and the Shareholders are each referred to in this Agreement as a “Seller Party” and are collectively referred to in this Agreement as the “Seller Parties”.

On the terms and subject to the conditions set forth herein, Buyer desires to purchase, and the Shareholders desire to cause the Seller to sell to Buyer, all of the Interests.

Parent is the sole shareholder of Buyer and will benefit from this Agreement and the transactions contemplated hereby.

The parties hereto, intending to be legally bound, agree as follows:

Article I **DEFINED TERMS**

1.1 Definitions. For purposes of this Agreement, the following capitalized terms have the meanings assigned to them in this Section 1.1. Capitalized terms used in this Agreement and not defined in this Section 1.1 have the meanings assigned to them elsewhere in this Agreement.

“401(k) Plan” means the P & S Paving, Inc. 401(k) Profit Sharing Plan.

“Accounting Firm” means BDO, or in the event BDO is unavailable, an independent accounting, advisory, or consulting firm with expertise in financial analysis and mergers and acquisitions dispute resolution mutually satisfactory to Buyer and the Agent.

“Accounting Principles” means the accounting methods, policies, practices, and procedures, with consistent classification, judgments, and estimation methodology set forth on Schedule II.

“Accredited Investor Questionnaire” means an accredited investor questionnaire in the form attached as Exhibit G.

“Acquirors” means, collectively, Buyer and Parent, and each an “Acquiror”.

“Action” means any action, claim, complaint, suit or arbitration, whether civil or criminal, at law or in equity.

“Actual Fraud” means, with respect to any Shareholder, any actual and intentional (as opposed to constructive or equitable) common law fraud under the Laws of the State of Delaware by such Shareholder with respect to the making of the representations and warranties contained in Section 3.1 or Section 3.2 (as applicable).

“Adjustment Escrow Amount” means an amount equal to \$ [REDACTED]

“Adverse Interests” has the meaning set forth in Section 3.2(h)(vi).

“Affiliate” means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by Contract or otherwise.

“Agent” means the individual designated as the “Agent” for the purposes of Section 8.4, determined at the time of reference.

“Agreement” means this Equity Purchase Agreement, as the same may be amended or supplemented, together with all exhibits and schedules attached hereto.

“Anti-Corruption Laws” means any applicable Law relating to anti-bribery or anti-corruption, including the U.S. Foreign Corrupt Practices Act of 1977.

“Anti-Trust Law Firm” has the meaning set forth in Section 8.15.

“Assets” means any asset or property of any kind, nature, character, or description whatsoever (whether known or unknown, whether real or personal or mixed, and whether tangible or intangible) and wherever situated, including the goodwill related thereto.

“Audited Financial Statements” means, collectively, the audited, consolidated balance sheets and related statements of income, statements of members’ equity and statements of cash flow of the Company and its subsidiary for the years ended December 31, 2023 and December 31, 2024.

“Backlog” means the following, in each case, determined in accordance with the Accounting Principles, (a) the value (on a gross revenue basis) of incomplete work-in-progress or work to be performed of the Company under written executed Contracts with project owners or general contractors, and (b) the estimated value (on a gross revenue basis) of projects awarded to the Company for which letters of intent, notices of intent to award such projects or notices of intent to proceed have been received or for which work has been started (excluding work that has already been completed) but contracts with the project owner or general contractor have not been executed.

“Balance Sheet” means the internally prepared, unaudited, consolidated balance sheet of the Company as of the Balance Sheet Date.

“Balance Sheet Date” means August 31, 2025.

“BDO” means BDO USA, P.C.

“Business Day” means any day other than a Saturday, Sunday or a day on which banks are permitted or required to be closed in Tampa, Florida.

“Buyer” has the meaning set forth in the first paragraph of this Agreement.

“Buyer Indemnified Parties” means each of the Buyer, Parent, and their respective Affiliates (including, from and after the Closing, the Company) and Representatives, and each of their respective successors and permitted assigns.

“Cash” means, with respect to the Company, all cash and cash equivalents (including marketable securities, deposits in financial institutions, and notes receivable), in each case determined in accordance with the Accounting Principles and expressed in U.S. dollars. For the avoidance of doubt, “Cash” shall (i) be calculated net of issued but uncleared checks and drafts that have not been taken into account for purposes of calculating Closing Working Capital, (ii) include checks, other wire transfers, and drafts deposited or available for deposit in the accounts of the Company, and (iii) include deposits for Inventory not received.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

“Closing” has the meaning set forth in Section 2.2.

“Closing Cash” means, as of the Measurement Time, the Company’s Cash.

“Closing Consideration” means the Purchase Price (A) *plus* the aggregate amount, if any, of all Closing Cash, (B) *plus* the Working Capital Adjustment, (C) *plus* the Work-in-Process, (D) *minus* the aggregate amount of all Closing Indebtedness, (E) *minus* the aggregate amount of all Transaction Expenses, and (F) *minus* the Adjustment Escrow Amount.

“Closing Consideration Certificate” has the meaning set forth in Section 2.7(a).

“Closing Consideration Deficit” has the meaning set forth in Section 2.7(e)(ii).

“Closing Date” has the meaning set forth in Section 2.2.

“Closing Indebtedness” means, as of the Measurement Time, the aggregate amount of all Indebtedness of the Company.

“Closing Parent Shares” means a number of Parent Shares having an aggregate value of \$[REDACTED] based on the VWAP.

“Closing Payoff Indebtedness” has the meaning set forth in Section 2.3(b).

“Closing Working Capital” means, as of the Measurement Time, the value of the Company’s accounts receivable (including retainage held by customers), plus the value of the Company’s Inventory, minus the Company’s accounts payable (including subcontractor retainage held by the Company), minus the Company’s accrued payroll, bonus and Tax liabilities. Closing Working Capital shall be determined in accordance with the Accounting Principles and the example of Closing Working Capital set forth on

Schedule II-A. Notwithstanding anything to the contrary contained herein, Closing Working Capital shall exclude Work-in-Process, Cash, Indebtedness, and Transaction Expenses.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the first paragraph of this Agreement.

“Company Asset” has the meaning set forth in Section 4.9(b)(ii).

“Company Contracts” has the meaning set forth in Section 3.2(k).

“Company Employee” has the meaning set forth in Section 4.13(a).

“Company Intellectual Property” means all Intellectual Property owned by or licensed to the Company.

“Company Plan” means each “employee benefit plan” within the meaning of Section 3(3) of ERISA and each other retirement, profit sharing, savings, welfare, bonus, incentive, commission, stock option, equity or equity-based, deferred compensation, severance, retention, accident, disability, employment, change of control, stock purchase, restricted stock, separation, consulting, vacation, paid time off, fringe benefit and each other benefit or compensation plan, program, policy, agreement, Contract or arrangement that is maintained, sponsored or contributed to (or required to be contributed to) by the Company or otherwise with respect to which the Company has any current or contingent liability.

“Company Shares” has the meaning set forth in in the Background section of this Agreement.

“Competing Transaction” means any transaction or proposed transaction or series of related transactions involving (a) any direct or indirect acquisition or purchase by any person or “group” (as defined under Section 13(d) of the Exchange Act) of a majority of the outstanding equity or voting securities of the Company, (b) any sale or disposition of all or substantially all of the consolidated assets of the Company to any person or “group”, or (c) any consolidation, merger, business combination, recapitalization, liquidation, dissolution or similar transaction with respect to the Company, in each case above, other than with the Acquirors.

“Completed Operations Policies” has the meaning set forth in Section 4.7.

“Computer Systems” means software, computers, firmware, hardware, middleware, databases, electronic data processing, telecommunications and other networks, network equipment, routers, platforms, peripherals, computer systems, and information contained therein or transmitted thereby, and all other information technology equipment and related items of automated, computerized or software systems, including any outsourced systems and processes, relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data or information, and in each case, owned, licensed, leased or used or held for use by the Company.

“Confidential Information” has the meaning set forth in Section 4.12.

“Confidentiality Agreement” means that certain Confidentiality and Nondisclosure Agreement, dated as of April 8, 2025, executed by TM Capital for the benefit of the Company.

“Consulting Agreement” means the Consulting Agreement dated as of the Closing Date, by and between Buyer and [REDACTED], in the form of Exhibit A.

“Contract” means any contract, agreement, indenture, lease or sublease, purchase order, license, note, bond or mortgage.

“Corporate Law Firm” has the meaning set forth in Section 8.15.

“COVID-19” means the novel coronavirus, SARS-CoV-2 or COVID-19 (and all related strains and sequences), including any intensification, resurgence or any evolutions or mutations thereof, and/or related or associated epidemics, pandemics, disease outbreaks or public health emergencies.

“D&O Indemnified Persons” has the meaning set forth in Section 4.10(a).

“Data Security Requirements” means, collectively, all applicable Laws and regulations to the extent relating to confidential or sensitive information, payment card data, personally identifiable information, or other protected information relating to individuals or otherwise relating to privacy, security, or security breach notification requirements.

“Disclosure Schedule” means the disclosure schedule of the Company referred to in and delivered to the Buyer pursuant to this Agreement.

“Disputed Items” has the meaning set forth in Section 2.7(c).

“Disputed Items Notice” has the meaning set forth in Section 2.7(b).

“Effective Time” has the meaning set forth in Section 2.2.

“Employment Agreement” means the Employment Agreement dated as of the Closing Date, by and between the Buyer and [REDACTED], in the form of Exhibit B.

“Encumbrance” means any lien, encumbrance, security interest, mortgage, charge, or similar encumbrance, except for any restrictions on transfer generally arising under any applicable federal and state securities laws, rules, or regulations.

“Environmental Law Firm” has the meaning set forth in Section 8.15.

“Environmental Laws” means any federal, state or local Law, statute, ordinance, rule or regulation governing Environmental Matters that is applicable to the Company.

“Environmental Matter” means any matter arising out of, relating to, or resulting from pollution, contamination, protection of the environment, natural resources, and any matters relating to emissions, discharges, releases or threatened releases, of Hazardous Substances into the air (indoor and outdoor), surface water, groundwater, soil, land surface or subsurface, buildings, facilities, real property arising out of, relating to, or resulting from the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling, release or threatened release of Hazardous Substances.

“Environmental Permits” has the meaning set forth in Section 3.2(s)(ii).

“Equity Securities” means, if a Person is a corporation, shares of capital stock of such corporation or other equity securities convertible into, exchangeable for or carrying the right to acquire shares of capital stock of such corporation and, if a Person is a form of entity other than a corporation, ownership interests in such form of entity, whether membership interests, partnership interests or otherwise or other equity

securities convertible into, exchangeable for or carrying the right to acquire such ownership interests or other indicia of equity ownership (including any profits interest).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the related regulations and published interpretations.

"Escrow Agent" means Hancock Whitney Bank.

"Escrow Agreement" means the Escrow Agreement entered into by Buyer and the Agent at the Closing, substantially in the form attached to this Agreement as Exhibit E.

"Escrow Fee" means the fees payable to the Escrow Agent as provided for by the Escrow Agreement.

"Estimated Closing Consideration" means the Closing Consideration, determined using the estimates of Closing Working Capital, Closing Indebtedness, Closing Cash, Work-in-Process, and Transaction Expenses set forth in the Estimated Closing Consideration Certificate (with the estimates of Closing Working Capital and Work-in-Process to be \$ [REDACTED] and (\$ [REDACTED]), respectively, and the other amounts to be estimates as of the Measurement Time).

"Estimated Closing Consideration Certificate" has the meaning set forth in Section 2.3(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Ex-Im Laws" means all Laws relating to sanctions, export, reexport, transfer, and import controls, anti-boycott, and similar Laws, including the Export Administration Regulations, the International Traffic in Arms Regulations, U.S. Sanctions Laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, Section 999 of the Internal Revenue Code, U.S. customs regulations and the Foreign Trade Regulations and the customs and import Laws administered by U.S. Customs and Border Protection and other jurisdictions in which the Company conducts business, or has been conducted, or is otherwise subject to, except to the extent inconsistent with U.S. Law.

"Facilities" means all real property owned by the Company and any buildings, facilities, and structures located thereon.

"Financial Statements" means, collectively, (a) the Audited Financial Statements and (b) the Interim Financial Statements, including in each case, any notes thereto.

"Fundamental Representations" means those representations and warranties set forth in Section 3.1(a) (Capacity, Execution and Delivery; Valid and Binding Agreement); Section 3.1(b)(i) (No Conflict or Violation); Section 3.1(c) (Ownership of Shares), Section 3.1(d) (Brokers' Fees), Section 3.2(a) (Due Organization and Good Standing), Section 3.2(b) (Authorization, Execution and Delivery; Valid and Binding Agreement); Section 3.2(d) (Capital Structure; Subsidiaries), Section 3.2(f)(i) (No Conflict or Violation), and Section 3.2(p) (Brokers' Fees).

"GAAP" means United States generally accepted accounting principles in effect as of the relevant date(s) of the application thereof.

"Government Bid" means any quotation, offer, bid or proposal made by the Company prior to the Effective Time that, if accepted, would result in or lead to a Government Contract.

“Government Contract” means any prime contract, subcontract, task order, delivery order, purchase order, blanket purchase agreement, blanket ordering agreement, federal supply schedule, other transaction authority agreement, grant, or other binding Contract, commitment or contractual agreement of any kind, between the Company, on the one hand, and (i) any Governmental Entity, (ii) any prime contractor of a Governmental Entity in its capacity as a prime contractor, (iii) any higher-tier subcontractor of a Governmental Entity in its capacity as a subcontractor, or (iv) any lower-tier subcontractor under a prime contract or higher-tier subcontract held by the Company, on the other hand. “Government Contract” includes all amendments, modifications and options relating to any of the foregoing or any other vehicle whatsoever pursuant to which funding is provided by any Governmental Entity. For purposes of any Disclosure Schedule to this Agreement, a scheduled Government Contract is deemed to include all modifications thereto and any task or delivery orders (including all modifications thereto) awarded under such Government Contract even if such orders are not separately scheduled.

“Governmental Entity” means any national, federal, state or local government, or any regulatory authority, administrative agency, bureau, board, commission, court, department, tribunal, arbitral body or other similar governmental, quasi-governmental or regulatory authority or instrumentality thereof.

“Governmental Filings” has the meaning set forth in Section 3.2(c).

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

“Hazardous Substances” means any substance listed, defined, designated or classified as a pollutant or as hazardous, toxic or words of similar import under any applicable Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Income Tax” means any Tax measured by or imposed on net income, including any interest, addition to Taxes imposed with respect thereto.

“Income Tax Return” means any Tax Return in connection with Income Taxes, and any claims for refunds of Income Taxes paid, including any amendments to any of the foregoing.

“Indebtedness” means, with respect to any Person, without duplication (and, in the case of the Company, to the extent not included in the Closing Working Capital calculation or Transaction Expenses) the aggregate amount of: (a) all funded indebtedness of the Person for borrowed money or in respect of loans and advances; (b) the debt component of any capitalized lease obligations, required to be capitalized under GAAP (excluding the effects of ASC 842); (c) any obligations evidenced by bonds, debentures, notes, or other similar instruments; (d) all obligations for underfunded employee pension benefit plans and any unsatisfied obligation for “withdrawal liability” to a “multiemployer plan” as such terms are defined under ERISA, (e) all off-balance sheet financing of such Person, excluding all operating leases, (f) all accrued but unpaid interest, premiums, penalties, fees, and other obligations related to any of the foregoing; (g) all guarantees (or arrangements having the economic effect of a guarantee) by the Person of any indebtedness of the type referred to in clauses (a) through (f) of any third person; (h) obligations arising from hedging arrangements determined on the basis of actual, not notional obligations, (i) obligations arising from deferred compensation, sale participation, transaction bonus, phantom equity, or other similar arrangements, or (j) obligations from earn-out or similar contingent arrangements.

“Indemnified Party” means any Party asserting a claim for indemnification pursuant to any provision of Article VII.

“Indemnifying Party” means any Party against whom a claim for indemnification is asserted pursuant to any provision of Article VII.

“Intellectual Property” means all registered and unregistered trademarks, service marks, trade names and internet domain names, slogans, or symbols used to identify any good and/or service (together with the goodwill symbolized by any of the foregoing), patents, patent applications, registered and unregistered copyrights, trade secrets, proprietary know-how and other confidential and proprietary information, moral rights, proprietary software, and any other intellectual property rights recognized under any Laws or international conventions, and in any country or jurisdiction in the world, all applications, disclosures, renewals, extensions, continuations or reissues thereof, and all rights arising thereunder.

“Interests” has the meaning set forth in the Background section of this Agreement.

“Interim Financial Statements” means the unconsolidated, internally prepared Balance Sheet and the related internally prepared statement of income of the Company for the seven-months ended on the Balance Sheet Date, prepared based on the Company’s policies, practices and procedures.

“Inventory” means all inventory of liquid and aggregate materials used directly in the production of hot-mix asphalt or operation or maintenance of equipment (including stone, screenings, recycled asphalt products, liquid asphalt, fuel, tack, sealcoat, oil and lubricants), in each case, to the extent recorded on the balance sheet of the Company in the ordinary course of business.

“Knowledge” with respect to (a) the Company, means the actual (but not constructive or imputed) knowledge of [REDACTED] and the knowledge each of them would have after reasonable inquiry into the matter at issue, and (b) with respect to Buyer, means the actual (but not constructive or imputed) knowledge of [REDACTED] and the knowledge such individual would have after reasonable inquiry into the matter at issue.

“Law” means any statute, code, rule, regulation, order, ordinance, judgment or decree of any Governmental Entity having the effect of law.

“Law Firm” and “Law Firms” has the meaning set forth in Section 8.15.

“Lock-Up Agreement” means a Lock-Up Agreement in substantially the form set forth on Exhibit F.

“Look-Back Period” means the three (3) year period ending on the date of this Agreement.

“Losses” means all damages, losses, Liabilities, obligations, deficiencies, demands, judgments, interest, fines, penalties, claims, suits, actions, causes of action, assessments, awards, costs and expenses (including reasonable attorneys’ and other professionals’ fees and expenses), whether or not involving a third-party claim.

“Manheim” has the meaning set forth in Section 4.18.

“Material Adverse Effect” means a material adverse effect on the assets, properties, or financial condition of the Company taken as a whole; provided, that in no event shall any of the following, either alone or in combination, be deemed to constitute or contribute to a Material Adverse Effect or shall otherwise be taken into account in the determination of whether a Material Adverse Effect has occurred: (a) any change in any Law or GAAP or interpretations or enforcement thereof; (b) any change resulting from conditions affecting any of the industries, industry sectors, or geographic sectors in which the Company

operates or in which products or services of the Company are used or distributed or from changes in general business, financial, banking, or economic conditions or debt, currency, or capital markets (whether in the United States or any other country or in any international market); (c) any change resulting from the imposition of trade tariffs or trade barriers (whether nationally or internationally) that affect the Company; (d) acts of God, national or international political or social conditions, the engagement by the United States in hostilities, war or military operations (whether commenced before or after the date hereof, whether or not pursuant to the declaration of a national emergency or war and including the escalation of any such condition), or the occurrence of any military or terrorist attack, sabotage, any pandemic, hurricane, flood, tornado, earthquake or other natural disaster or any other force majeure event; (e) any change resulting from the announcement or pendency of the transactions contemplated by this Agreement or attributable to the fact that Buyer or any of its Affiliates are the prospective owners of the Company (including the impact thereof on relationships, contractual or otherwise with, or other impact on, customers, suppliers, licensors, distributors, partners, employees, labor unions, or regulators); (f) any event, condition or other matter described on a Disclosure Schedule to this Agreement; (g) any change resulting from the compliance by the Shareholders or the Seller with the terms of, or the taking of any action by the Shareholders or the Seller contemplated or permitted by, this Agreement or the other agreements, instruments and documents of the Shareholders or the Seller contemplated hereby; (h) compliance with the terms of, or the taking of any action required by, this Agreement or otherwise approved by Buyer in writing including any action taken in connection with obtaining regulatory or third party approvals, licenses or consents or any change, effect, event, occurrences or developments resulting therefrom; (i) any actions taken, or failures to take action, or such other changes or events, in each case, to which Buyer has consented in writing; or (j) any failure by the Company to achieve any published or internally prepared budgets, projections, estimates, plans or forecasts of revenues, earnings or other financial performance measures or operating statistics (but not the underlying causes of such failure unless such underlying causes would otherwise be excepted from this definition); provided, further, that any material adverse effect arising out of or resulting from any change or event referred to in clause (a), (b), (c), or (d) (other than a hurricane, flood, or other natural disaster) is to constitute, and is to be taken into account in determining the occurrence of, a Material Adverse Effect to the extent such change or event has a disproportionate impact on the Company as compared to other companies that operate in the industries in which the Company operates.

“Measurement Time” means the time as of immediately prior to the Closing.

“New Plan” has the meaning set forth in Section 4.13(a).

“Occurrence Policies” has the meaning set forth in Section 4.7.

“Organizational Documents” means the documents by which any Person (other than an individual) establishes its legal existence (i.e., including, but not limited to, articles or certificate of incorporation, articles or certificate of formation, memorandum of association, articles of association, constitutional documents, bylaws, operating agreement or partnership agreement).

“Outside Date” has the meaning set forth in Section 6.1(b)(i).

“Parent” has the meaning set forth in the first paragraph of this Agreement.

“Parent Balance Sheet” has the meaning set forth in Section 3.3(m)(iv).

“Parent Material Adverse Effect” means a material adverse effect on the ability of Parent to consummate the transactions contemplated by this Agreement.

“Parent SEC Reports” has the meaning set forth in Section 3.3(m)(i).

“Parent Shares” means shares of Class A common stock, \$0.001 par value per share, of the Parent.

“Pass-Through Tax Return” has the meaning set forth in Section 4.6(b)(i).

“Pass-Through Taxes” means any Income Tax attributable to an entity that is treated as a flow-through entity (including a partnership, S-corporation or an entity disregarded as an entity separate from its owner) for purposes of such Income Tax and for which the Shareholders (or their direct or indirect members or owners) are liable under applicable Law.

“Permits” has the meaning set forth in Section 3.2(m).

“Permitted Encumbrance” means (a) mechanics, carriers’, workers’, repairers’, materialmen’s, warehousemen’s and similar Encumbrances which have arisen in the ordinary course of business for amounts which are not due and payable or if due, (i) that do not result from a breach, default, or violation by the owner of the asset subject to any such Encumbrance, and (ii) that are not, individually or in the aggregate, material to the business, operations, and financial condition of the owner of the asset subject to any such Encumbrance, and (iii) that are being diligently contested in good faith; (b) Encumbrances approved by Buyer in writing; (c) Encumbrances for Taxes (i) not yet due and payable, or (ii) if due, not yet delinquent or being contested in good faith and for which adequate accruals or reserves have been established on the financial statements (with respect to the Company, the Balance Sheet); (d) requirements and restrictions of zoning, building and other Laws, rules and regulations applicable to the Facilities and, together with all other Permitted Encumbrances, does not prohibit or impair the current, use, occupancy, value, or marketability of title of the property subject thereto; (e) statutory or contractual liens of landlords for amounts not yet due and payable; (f) liens arising under conditional sales Contracts and equipment leases with third parties entered into in the ordinary course of business; (g) transfer restrictions on securities that are imposed by federal and state securities Laws; and (h) those matters disclosed in the Title Commitments that are more fully described in Part 1.1 of the Disclosure Schedule (such matters, the “Permitted Exceptions”).

“Permitted Exceptions” has the meaning set forth in the definition of Permitted Encumbrances.

“Person” means an association, a corporation, an individual, a partnership, a limited liability company, a trust, or any other entity or organization, including a Governmental Entity.

“Post-Closing Covenants” has the meaning set forth in Section 7.1.

“Pre-Closing Covenants” has the meaning set forth in Section 7.1.

“Pre-Closing Reorganization” means those actions specifically described on Schedule III.

“Pre-Closing Straddle Period” has the meaning set forth in Section 4.6(b)(ii).

“Pre-Closing Tax Period” means any Tax period ending on or prior to the Closing Date.

“Proceeding” has the meaning set forth in Section 4.10(a).

“Proposed Allocation” means a proposed allocation of the Purchase Price, as adjusted under this Agreement (together with all other relevant amounts as determined for U.S. federal income Tax purposes) among the assets of the Company in accordance with Section 1060 of the Code and Treasury Regulations thereunder and the methodology set forth on Schedule IV.

“Pro-Rata Percentage” means, for each Shareholder, such Shareholder’s pro-rata ownership of the Shares, as set forth next to such Shareholder’s name on Schedule I.

“Purchase Price” has the meaning set forth in Section 2.1(b).

“Qualified Plan” has the meaning set forth in Section 3.2(n)(ii).

“R&W Insurance Binder” means that certain conditional binder agreement with respect to the R&W Insurance Policy, dated as of the date hereof, by and between Buyer and the R&W Insurance Provider.

“R&W Insurance Policy” means that certain Buyer-Side Representation and Warranties Insurance Policy (Master Policy #TL00440) to be issued following the Closing Date by the R&W Insurance Provider, and bound as of the date hereof, in each case, pursuant to the R&W Insurance Binder.

“R&W Insurance Provider” means Sands Point Risk Agency, LLC.

“Regulation S-T” means Regulation S-T promulgated by the SEC (17 C.F.R. 232).

“Release” means the depositing, placing, discarding, dispersing, spilling, emitting, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping, migrating or disposing of any Hazardous Substance into the environment.

“Releasees” has the meaning set forth in Section 4.14.

“Releasers” has the meaning set forth in Section 4.14.

“Representative” means, with respect to any Person, any and all directors, shareholders, managers, members, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“Restrictive Covenants Agreement(s)” means the Restrictive Covenants Agreement(s) dated as of the Closing Date, by and between the Buyer and each Shareholder in the form Exhibit C.

“Sale Bonus Payments” means all change of control, sale, and transaction bonuses payable to employees of the Company, all payments to cancel, redeem or purchase, and all exercises of, outstanding options, warrants, convertible or exchangeable securities or other rights to acquire Equity Securities of the Company held by any Person, and all other payments in the nature of compensation payable to any Person by reason of or as a result of the transactions contemplated by this Agreement, together with all employer-side payroll Taxes payable by the Company with respect thereto.

“Sanctioned Country” means any country or region that is or has in the past five years been the subject or target of a comprehensive embargo under Sanctions Laws (including Cuba, Iran, North Korea, Venezuela, Russia, Sudan, Syria, and the Crimea region of Ukraine).

“Sanctioned Person” means any individual or entity that is the subject or target of sanctions or restrictions under Sanctions Laws or Ex-Im Laws, including: (a) any Person listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including the U.S. Department of the Treasury, Office of Foreign Assets Control’s (“OFAC”) Specially Designated Nationals and Blocked Persons List and the EU Consolidated List; (b) any Person that is, in the aggregate, 50 percent or greater owned, directly

or indirectly, or otherwise controlled by a person or persons described in clause (a); or (c) any national of a Sanctioned Country.

“Sanctions Laws” means all U.S. and non-U.S. Laws relating to economic or trade sanctions, including the Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State), the United Nations Security Council, and the European Union.

“SEC” means the Securities and Exchange Commission.

“Securities Act” has the meaning set forth in Section 3.3(g).

“Seller” has the meaning given to such term in Schedule III.

“Seller Asset” has the meaning set forth in Section 4.9(b)(i).

“Seller Parties” has the meaning set forth in the Background section of this Agreement.

“Shareholders” has the meaning set forth in the Background section of this Agreement.

“Shares” means (a) prior to the Pre-Closing Reorganization, the Company Shares, and (b) after giving effect to the Pre-Closing Reorganization, shares of capital stock of the Seller.

“Significant Customers” has the meaning set forth in Section 3.2(x)(i).

“Significant Vendors” has the meaning set forth in Section 3.2(x)(ii).

“Straddle Period” means any Tax period beginning before and ending after the Closing Date.

“Tail Policies” has the meaning set forth in Section 4.7.

“Target Working Capital Amount” means \$ [REDACTED]

“Tax” means any foreign, federal, state or local income, sales and use, excise, franchise, profits, real and personal property (tangible and intangible), gross receipts, net proceeds, turnover, license, premium, windfall profits, capital stock, production, business and occupation, disability, employment, payroll, unemployment, severance, withholding, social security, Medicare, disability, value added, environmental or other tax imposed by any Taxing Authority, including any interest, addition to tax or penalties imposed with respect thereto.

“Tax Claim” means a notice of deficiency, proposed adjustment, adjustment, assessment, audit, examination, investigation or other administrative or judicial Proceeding for the assessment and/or collection of Taxes.

“Tax Return” means any return, report, information return or other document required to be filed with a Taxing Authority in connection with any Taxes, and any claims for refunds of Taxes paid, including any amendments to any of the foregoing.

“Taxing Authority” means any Governmental Entity responsible for the administration, determination, collection, assessment, enforcement or imposition of any Tax.

“Third-Party Claim” means a Proceeding commenced by any third party against any Party with respect to any matter for which such Party might make a claim for indemnification against an Indemnifying Party pursuant to Article VII.

“Title Commitment” means the commitments for title insurance issued by the Title Company with a commitment number of 25042804 and effective date of May 14, 2025 with respect to the 3701 Olson Drive property and a commitment number of 25042810 and effective date of May 22, 2025 with respect to the 2337 Bellevue Avenue property, both as will be updated by the Title Company prior to Closing.

“Title Company” means Old Republic National Title Insurance Company.

“Title Policy” means an owner’s policy of title insurance in the standard form in use in the State of Florida, naming Buyer as the insured, effective as of the Closing Date, subject only to Permitted Exceptions, including those shown on the Title Commitments, with such other endorsements and modifications to the promulgated policy form permitted in Florida as may have been requested by Buyer and agreed to by the Title Company prior to the Closing Date and paid for by Buyer.

“TM Capital” means TM Capital LLC, a division of Janney Montgomery Scott LLC.

“Trade Controls” has the meaning set forth in Section 3.2(u)(i).

“Transaction Documents” means this Agreement and such other documents or instruments contemplated by this Agreement.

“Transaction Engagement” has the meaning set forth in Section 8.15.

“Transaction Expenses” means, as of the Measurement Time, without duplication and to the extent not included in Indebtedness or the calculation of Closing Working Capital or already paid, (a) the aggregate amount of all fees and expenses incurred by the Company at or prior to the Measurement Time with respect to the consummation of the transactions contemplated by this Agreement, including, without limitation, the fees and expenses of the Law Firms, and TM Capital; (b) any Sale Bonus Payments; (c) one-half of the Escrow Fee; (d) one-half of any fees or costs incurred in connection with any filings required under the HSR Act; (e) one-half of the cost of all fees, expenses and premiums relating to the procurement and binding of the R&W Insurance Policy; (f) all of the premiums, costs, Taxes, and expenses to purchase the Tail Policies; and (g) one-half of the premiums, costs, Taxes, and expenses to purchase the Completed Operations Policies. Transaction Expenses do not include (1) fees or costs related to any Acquiror’s financing sources, (2) fees and expenses incurred by or for the benefit of an Acquiror or any of its Affiliates or Representatives, or (3) fees or costs related to the Title Policies.

“Transaction Tax Deductions” means, without duplication and regardless of by whom paid, the aggregate amount of Tax deductions or credits attributable to the following items: (a) any and all compensation (including Sale Bonus Payments, transaction bonuses, severance or other similar payments) which becomes payable by the Company as a result of, based upon or in connection with the consummation of the transactions contemplated hereby (either alone or in connection with any other event, whether contingent or otherwise); (b) payment of Transaction Expenses; (c) payment of the Indebtedness in connection with the Closing; (d) the exercise, cancellation or settlement of any equity compensation awards prior to or in connection with the Closing, and (e) other expenses or deductions taken into account in computing Closing Working Capital or other components of the Closing Consideration. At the election of Agent, the Company will make any elections available to deduct rather than capitalize such items (including, if applicable, the election to deduct 70% of success-based fees provided by IRS Revenue Procedure 2011-29).

“Transfer Taxes” means any sales, use, stock transfer, real property transfer, real property gains, transfer, stamp, registration, documentary, recording or similar Taxes incurred in connection with the transactions contemplated hereby, including any interest, addition or penalties imposed with respect thereto.

“Triangle” has the meaning set forth in Section 4.18.

“Triangle Ground Lease” has the meaning set forth in Section 4.18.

“VWAP” means the volume-weighted average closing price of the Parent Shares on the Nasdaq Global Select Market for the thirty (30) trading days ending on the second (2nd) Business Day prior to the Closing Date.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar Laws.

“Work-in-Process” means the amount (which may be expressed as a positive or negative number) equal to (a) the sum of costs and estimated earnings, in excess of billings, if any, *minus* (b) the sum of billings in excess of costs and estimated earnings and provision for loss, if any, in each case determined as of the Measurement Time and calculated in accordance with the Accounting Principles. Work-in Process may be expressed as a positive or negative number, as applicable.

“Working Capital Adjustment” means (a) the Closing Working Capital *minus* (b) the Target Working Capital Amount, which may be expressed as a negative number.

Article II

PURCHASE AND SALE OF INTERESTS; CLOSING

2.1 Purchase and Sale of Interests; Purchase Price.

(a) Purchase and Sale of Interests. Upon the terms and subject to the satisfaction or waiver, if permissible, of the conditions hereof, at the Closing, Buyer shall purchase from the Seller, and the Shareholders shall cause Seller to sell, transfer, assign and deliver to Buyer, all of the Interests, for the consideration specified Section 2.1(b).

(b) Consideration for Interests. The aggregate purchase price for the Interests, payable upon the terms hereof and as adjusted pursuant to Section 2.4 and Section 2.7, is \$ [REDACTED] (the “Purchase Price”). At the Closing, the Purchase Price shall be paid in accordance with Section 2.4(a).

2.2 Closing. The consummation of the transactions contemplated hereby (the “Closing”) will take place via the remote exchange of documents and signatures by electronic mail and/or facsimile, in either case, on October 20, 2025, provided that all conditions set forth in Article V shall then have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or, if not then satisfied or waived, on the third (3rd) Business Day following the date on which all conditions set forth in Article V shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other time and place that is agreed to in writing by Agent and Buyer (the “Closing Date”). Upon the Closing, the purchase and sale of the Interests shall be deemed effective as of 12:01 a.m. (Eastern Time) on the Closing Date (the “Effective Time”).

2.3 Pre-Closing Deliveries. At least two (2) Business Days prior to the Closing, the Company will furnish to Buyer:

(a) the certificate in the form attached hereto as Exhibit D (the “Estimated Closing Consideration Certificate”) setting forth the Company’s good faith estimate of (i) Closing Working Capital (including any Working Capital Adjustment), (ii) Closing Cash, (iii) Closing Indebtedness, (iv) Work-in-Process, (v) Transaction Expenses (with the estimate of Closing Working Capital and Work-in-Process to be \$ [REDACTED] and (\$ [REDACTED]), respectively, and estimates of Closing Cash, Closing Indebtedness and Transaction Expenses to be based on estimates of those amounts as of the Measurement Time), and (vi) the calculation of the Estimated Closing Consideration based on foregoing items (i) - (v), which shall be prepared in accordance with the Accounting Principles, as applicable, and the definitions set forth in this Agreement, together with (A) supporting documentation for the estimates and calculations contained therein and (B) the most recently available information concerning the Company; and

(b) with respect to any Closing Indebtedness (“Closing Payoff Indebtedness”), a payoff letter from each holder of such outstanding Indebtedness (i) indicating the payoff amount required to be paid to discharge such Indebtedness at the Closing and (ii) if such Indebtedness is secured by any Encumbrance, agreeing to release such Encumbrances upon receipt of the payoff amount.

2.4 Payments at Closing.

(a) Payments at Closing. At the Closing, Buyer shall make the following payments by issuance of the Closing Parent Shares and wire transfer of immediately available funds to accounts to be specified by the Agent at least two (2) Business Days prior to the Closing:

(i) first, on behalf of the Company to the respective holders of Closing Payoff Indebtedness, if any, outstanding as of the Closing, the amounts specified in the payoff letters delivered by the Company to Buyer pursuant to Section 2.3(b);

(ii) second, to such payees of the Transaction Expenses as directed in writing by the Company prior to the Closing; provided, that if there are any Sale Bonus Payments to employees, then an amount equal to the aggregate Sale Bonus Payments (and employer-side payroll Taxes attributable thereto) that have not been paid by the Company prior to the Closing Date will be paid by the Buyer to the Company at the Closing (and at the Closing the Company shall pay such amount of Sale Bonus Payments, less applicable withholdings, to the recipients thereof with such funds through the Company’s payroll).

(iii) third, to the Escrow Agent, the Adjustment Escrow Amount, and, to the extent not already paid pursuant to Section 2.4(a)(ii), the Escrow Fee; and

(iv) fourth, to the Seller, the Estimated Closing Consideration in the form of (A) cash and (B) the Closing Parent Shares.

2.5 Deliveries at Closing by the Company and the Seller Parties. At the Closing, the Seller Parties or the Company, as applicable, shall deliver or cause to be delivered to Buyer:

(a) a membership interest assignment for the Interests, which shall be in form and substance reasonably satisfactory to Buyer, duly executed by the Seller;

(b) an IRS Form W-9, duly completed and executed by the Seller;

(c) a certificate of good standing (or its equivalent) with respect to the Company issued by the Governmental Entity of the jurisdiction of its formation, dated within fifteen (15) days prior to the Closing Date;

(d) a certificate, in form and substance reasonably acceptable to Buyer and duly executed by an authorized officer of the Company, attaching true and correct copies of (in each case, after giving effect to the Pre-Closing Reorganization): (i) a certified copy of the Company's certificate of formation or its equivalent (as of a date not more than fifteen (15) days prior to the Closing) by the Secretary of State (or equivalent governmental officer), (ii) the operating agreement of the Company, (iii) all resolutions or actions of the Seller Parties and the Company's board of directors (or equivalent) approving the execution, delivery and performance of the Transaction Documents and the consummation and performance of the transactions (including the termination of the 401(k) Plan), and certifying that all such resolutions or actions were duly adopted, have not been amended, modified or rescinded in any respect and remain in full force and effect as of the Closing Date, and (iv) a list of the names, titles and signatures of the officers of the Company authorized to sign the Transaction Documents on behalf of the Company;

(e) the Consulting Agreement, duly executed by [REDACTED];

(f) the Employment Agreement, duly executed by [REDACTED];

(g) the Restrictive Covenants Agreements, duly executed by each Shareholder;

(h) evidence of termination of the agreements between the Company and any Affiliates identified on Schedule VII;

(i) evidence of termination of that certain undated Employment Agreement, by and between the Company and [REDACTED] executed on or about April 1, 2025;

(j) evidence of termination, in form and substance reasonably acceptable to Buyer, of that certain Phantom Stock Bonus Agreement, dated March 7, 2025, by and between the Company and [REDACTED] (as amended by that certain First Amendment to Phantom Stock Bonus Agreement effective as of September 15, 2025);

(k) written letters of resignation effective as of the Closing from each of the directors and officers of the Company;

(l) evidence reasonably acceptable to Buyer that the Pre-Closing Reorganization has been completed, and execution and delivery of a joinder to this Agreement by the Seller, which shall be in form and substance reasonably satisfactory to Buyer;

(m) the Escrow Agreement, duly executed by the Agent and the Escrow Agent;

(n) an Accredited Investor Questionnaire, completed by Seller and each Shareholder;

(o) the Lock-Up Agreement, duly executed by Seller and the Shareholders; and

(p) a seller or owner's affidavit in sufficient form and substance so as to allow the Title Company to remove the mechanic's lien exception and parties-in-possession exception from the Title Policy and as required to insure the gap at closing, and containing any statements needed for the Title Company to delete all standard exceptions in the Title Policy to be delivered to Buyer, and/or any other instrument reasonably requested by the Title Company from Seller to issue one or more Title Policies covering the Facilities, provided, that any such affidavit or instrument is reasonably satisfactory to the Shareholders; and

(q) the Company shall deliver such other deliverables, certificates and documents as otherwise required by this Agreement or as Buyer shall reasonably request.

2.6 Deliveries at Closing by Buyer. At the Closing, the Buyer shall (a) make the payments contemplated by Section 2.4 and (b) deliver to the Agent:

- (i) the Consulting Agreement, duly executed by Buyer;
- (ii) the Employment Agreement, duly executed by Buyer;
- (iii) the Restrictive Covenants Agreements, duly executed by Buyer;
- (iv) the Escrow Agreement, duly executed by Buyer;
- (v) evidence reasonably acceptable to the Agent that the R&W Insurance Policy has been procured and is in full force and effect; and
- (vi) such other deliverables, certificates and documents as otherwise required by this Agreement or as Agent shall reasonably request.

2.7 Determination of Closing Consideration.

(a) Within one hundred five (105) days after the Closing Date, Buyer shall deliver to the Agent a certificate (the “Closing Consideration Certificate”) setting forth an itemized statement of Buyer’s calculation of (i) the Closing Working Capital (including any Working Capital Adjustment), (ii) Closing Cash, (iii) Closing Indebtedness, (iv) Work-in-Process, (v) Transaction Expenses, and (vi) a calculation of the Closing Consideration based on the foregoing items (i) - (v), which shall be prepared in accordance with the Accounting Principles, as applicable, the definitions set forth in this Agreement, and on a basis consistent with the preparation of the Estimated Closing Consideration Certificate, except that all amounts, including Closing Working Capital and Work-in-Process, will be determined as of the Measurement Time. The Closing Consideration Certificate shall be prepared in good faith and with reasonable care and diligence by the Buyer, based on the most recent available financial data as of the date of delivery.

(b) If the Agent delivers written notice (the “Disputed Items Notice”) to Buyer within thirty (30) days after receipt by the Agent of the Closing Consideration Certificate, stating that the Agent objects to any items in the Closing Consideration Certificate, specifying in reasonable detail the basis for such objection and setting forth the Agent’s proposed modification to the Closing Consideration, the Agent and Buyer will attempt to resolve and finally determine and agree upon the Closing Consideration in good faith as promptly as practicable. The parties agree that the purpose of determining the Closing Consideration and any related adjustment is to “true-up” differences between the estimate of Closing Consideration and the actual Closing Consideration amount, and that the same Accounting Principles as specified in this Agreement shall be used both for the calculation of such estimated and actual amounts; accordingly, such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies from those specified in this Agreement for the purpose of determining the Closing Consideration and the components thereof.

(c) If the Agent and Buyer are unable to agree upon any item disputed in the Disputed Items Notice within thirty (30) days after delivery of the Disputed Items Notice, the Agent and Buyer will submit to the Accounting Firm for review and resolution of the items set forth in the Disputed Items Notice

(the “Disputed Items”). If the Accounting Firm is unavailable and Buyer and the Agent are unable to agree upon the selection of an alternative accounting firm, either party may petition a court to select the accounting firm. The Accounting Firm will (i) act as an expert (and not as an arbitrator), (ii) resolve the Disputed Items (and only the Disputed Items) based on a single written presentation submitted by each of Buyer and the Agent (which the Accounting Firm shall be instructed to promptly distribute to Buyer and the Agent upon receipt of both presentations) and one written response of each of Buyer and the Agent to each such presentation so submitted (which the Accounting Firm shall be instructed to promptly distribute to Buyer and the Agent upon receipt of such responses), (iii) not ascribe a value to any Disputed Item higher or lower, as the case may be, than the highest or lowest value ascribed by the Agent or Buyer in the Closing Consideration Certificate and Disputed Items Notice, respectively, and (iv) make a determination of the Closing Consideration and the components thereof based solely on the definitions and other applicable terms and provisions of this Agreement using the calculations set forth in the Closing Consideration Certificate, as modified only by such items which were adjusted by the Agent and Buyer (prior to submission of the Disputed Items) and the Accounting Firm’s resolution of the Disputed Items. Buyer and the Agent will direct, and will use reasonable best efforts to cause, the Accounting Firm to complete its determination within sixty (60) days after being selected, and absent fraud by either of the parties and manifest error by the Accounting Firm, such determination will be final and binding on the parties. The fees, costs and expenses of the Accounting Firm will be borne proportionately by Buyer and the Seller on the basis of the discrepancy (in dollars) between such party’s determination of Disputed Items (in the aggregate) as presented to the Accounting Firm and the final and binding determination of such Disputed Items (in the aggregate) by the Accounting Firm (e.g., if Buyer is awarded 60% of the difference between its claim and the claim of the Agent as presented to the Accounting Firm, then Buyer must pay 40% of the Accounting Firm’s fees and expenses, and the Agent must pay the remaining 60% of the Accounting Firm’s fees and expenses (on behalf of the Seller)). Buyer and the Agent shall otherwise each bear their own costs and expenses incurred in connection with the preparation of the Closing Consideration Certificate and the Disputed Items Notice, as the case may be, and the determination of the Closing Consideration and components thereof.

(d) If the Agent does not deliver the Disputed Items Notice to Buyer within thirty (30) days after receipt by Buyer of the Closing Consideration Certificate, the Closing Consideration specified in the Closing Consideration Certificate will be conclusively presumed to be true and correct in all respects and will be final and binding upon the parties. Any item not specifically referred to in the Disputed Items Notice shall be deemed final and binding on the parties and shall not be modified by the Accounting Firm. Any Disputed Items shall be deemed to be final and binding on the parties when (i) determined by the Accounting Firm in accordance with Section 2.7(c) or (ii) agreed to in writing by each of Buyer and the Agent.

(e) At such time as the Closing Consideration is finally determined:

(i) if the Closing Consideration is greater than the Estimated Closing Consideration, then (A) the Buyer shall pay or cause to be paid to the Seller the amount by which the Closing Consideration exceeds the Estimated Closing Consideration by wire transfer of immediately available funds to an account specified for the Agent in writing, and (B) Buyer and the Agent shall promptly, but in no less than three (3) Business Days, submit joint written instructions to the Escrow Agent instructing the Escrow Agent to release and distribute to the Seller the entire Adjustment Escrow Amount (including any interest accrued on such amount);

(ii) If the Closing Consideration is less than the Estimated Closing Consideration (such difference, the “Closing Consideration Deficit”), then (A) Buyer and the Agent shall promptly submit joint written instructions to the Escrow Agent instructing the Escrow Agent to release and distribute (i) to Buyer an amount of the Adjustment Escrow Amount equal to the

amount of the Closing Consideration Deficit, and (ii) to the Seller the remaining amount of the Adjustment Escrow Amount (including any interest accrued on such amount), if any, and (B) if the amount of the Closing Consideration Deficit exceeds the Adjustment Escrow Amount, then the Seller shall promptly pay or cause to be paid to the Buyer the amount by which the Closing Consideration Deficit exceeds the Adjustment Escrow Amount by wire transfer of immediately available funds to an account specified by the Buyer in writing; and

(iii) if the Closing Consideration is equal to the Estimated Closing Consideration, no further payments shall be required under this Section 2.7(e).

(f) Any payments made pursuant to this Section 2.7 will constitute an adjustment of the Purchase Price for Tax purposes and will be treated as such by the parties on their Tax Returns. The purpose of the Purchase Price adjustment set forth in this Section 2.7 is solely to measure any differences between the Estimated Closing Consideration and the Closing Consideration in accordance with the Accounting Principles and the applicable definitions in this Agreement. The process and adjustments set forth in this Section 2.7 will be the sole and exclusive remedy of any of the parties and their respective Affiliates for any disputes related to any differences between the Estimated Closing Consideration and the Closing Consideration. For the avoidance of doubt, the calculations to be made pursuant to this Section 2.7 and the adjustments made pursuant to this Section 2.7 are not intended to be used to adjust for errors or omissions that may be found with respect to the Financial Statements or any inconsistencies between the Financial Statements or the Accounting Principles, on the one hand, and GAAP, on the other hand. After the final determination of Closing Consideration, none of the parties will have the right to make any claim based upon the preparation of the Closing Consideration Certificate or the calculation of the Closing Working Capital, Work-in-Process, Closing Cash, Closing Indebtedness, and Transaction Expenses as of the Closing (even if subsequent events or subsequently discovered facts would have affected the determination of the Closing Consideration Certificate or the calculations of Closing Working Capital, Work-in-Process, Closing Cash, Closing Indebtedness, and Transaction Expenses had such subsequent events or subsequently discovered facts been known at the time of the determination of the Closing Consideration).

(g) The Agent and his Representatives will be given full access at reasonable times and upon reasonable notice to (and shall be allowed to make copies of) the books and records of the Company and to any knowledgeable personnel of the Company reasonably requested by such Persons, in each case in connection with the final determination of the Closing Consideration or any dispute relating thereto.

2.8 Withholding Rights. Notwithstanding anything in this Agreement to the contrary, Buyer, the Company and Seller (and any of the Affiliates and designees of the foregoing), and any other Person required to make a payment under this Agreement or any other applicable withholding agent, as applicable, shall be entitled to withhold and deduct (or cause to be withheld and deducted) from the consideration otherwise payable pursuant to this Agreement such amounts as required to be deducted and withheld with respect to the making of such payment under the Code or other applicable Law; provided that upon becoming aware of any potential required withholding (other than any required withholding in respect of any compensatory amounts for wages or compensation for services or resulting from the failure to deliver the certificate described in Section 2.5(b)) such Person shall, prior to such deduction or withholding on any such amounts payable, use commercially reasonable efforts to provide written notice to the Agent of its intent to deduct or withhold and provide the payee with a reasonable opportunity to provide such forms or other evidence as may reduce, eliminate or mitigate such deduction or withholding. Any such withheld amounts that are paid over to the applicable Taxing Authority shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

Article III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholders. Except as set forth on the Disclosure Schedule, each Shareholder, severally as to himself, herself or itself only (and not jointly or otherwise as to any other Shareholder) represents and warrants to Buyer as of the date of this Agreement as follows:

(a) Capacity, Execution and Delivery; Valid and Binding Agreement. With regard to each Shareholder that is an individual, such Shareholder has all requisite legal capacity necessary to execute and deliver this Agreement and the other Transaction Documents of such Shareholder contemplated hereby, to perform such Shareholder's obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. With regard to each Shareholder that is not an individual, such Shareholder is duly organized, validly existing and in good standing (or its equivalent) under the Laws of the jurisdiction of its organization and possesses all requisite corporate, limited liability company, or other power and authority necessary to execute and deliver this Agreement and the other Transaction Documents of such Shareholder contemplated hereby, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement, and each of such other Transaction Documents delivered by such Shareholder at the Closing, has been duly and validly executed and delivered by such Shareholder, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement, and such other agreements, instruments and documents of such Shareholder, constitute, the legal, valid and binding obligation of such Shareholder, enforceable against such Shareholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) No Conflict or Violation. The execution, delivery, and performance by such Shareholder of this Agreement and the other Transaction Documents to which such Shareholder is a party and the consummation by such Shareholder (or, after the Pre-Closing Reorganization, by Seller) of the transactions contemplated hereby and thereby do not (i) assuming all Governmental Filings described or referenced in Section 3.2(c) and any filings as may be required under the HSR Act have been obtained or made, violate any applicable Law or Governmental Order to which such Shareholder or Seller is subject, (ii) (A) require a consent or approval under, or (B) conflict with, result in a violation or breach of, or constitute a default under any Contract to which such Shareholder or Seller is a party, by which such Shareholder or Seller is bound or to which such Shareholder's or Seller's respective Shares are subject, or (iii) conflict with or result in a breach of any provisions of any Organizational Document of such Shareholder or Seller (to the extent such Shareholder or Seller is not an individual person).

(c) Ownership of Shares. Except for any transfer restrictions imposed by (i) federal and state securities laws and (ii) the Company's (or, after the Pre-Closing Reorganization, the Seller's) Organizational Documents, such Shareholder owns, beneficially and of record, the Shares set forth opposite such Shareholder's name on Schedule I, free and clear of any Encumbrances or restrictions on transfer. Other than as set forth on Schedule I, such Shareholder does not own any Shares, ownership interest, or other warrants or equity interests in the Company (or, after the Pre-Closing Reorganization, the Seller) or any other options, warrants or other rights to acquire or subscribe for capital stock or other warrants or equity interests of the Company. There is no voting trust or other agreement or understanding to which such Shareholder (or, after the Pre-Closing Reorganization, the Seller) is a party or is bound with respect to the voting, registration or (except for this Agreement) transfer of the Shares.

(d) Brokers' Fees. Such Shareholder (and, after the Pre-Closing Reorganization, Seller) has not dealt with any broker, finder, or similar agent with respect to the transactions contemplated by this Agreement, and such Shareholder (and, after the Pre-Closing Reorganization, Seller) is under no obligation to pay any broker's fee, finder's fee, or commission in connection with the consummation of the transactions contemplated by this Agreement as a result of any agreement of such Shareholder or Seller.

(e) Legal Proceedings. There are no Actions pending or threatened against or affecting such Shareholder (or, after the Pre-Closing Reorganization, Seller) or in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated by this Agreement or that could otherwise impair such Shareholder's or Seller's ability to consummate the transactions contemplated by this Agreement and the other Transaction Documents to which such Shareholder or Seller, as applicable, is a party.

(f) Securities Matters; Investigation; Non-Reliance.

(i) Each Shareholder acknowledges that the information supplied by such Shareholder in the warranties, acknowledgements and agreements contained herein and in the Accredited Investor Questionnaire will be relied upon by Buyer in concluding that the Closing Parent Shares have been issued pursuant to Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D promulgated under the Securities Act.

(ii) Each Shareholder (A) is an "accredited investor" as defined in Rule 501(a) of Regulation D; (B) has not been presented with or solicited by or through any leaflet, public promotional meeting, television advertisement or any other form of "general solicitation" or "general advertising" (as those terms are defined in Regulation D) in connection and concurrently with this Agreement and the transactions contemplated hereby and is not receiving the Closing Parent Shares as a result of any such general solicitation or general advertising; and (C) is acquiring the Closing Parent Shares for his, her or its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and, except as contemplated by this Agreement, such Shareholder has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof.

(iii) Each Shareholder is sufficiently aware of Buyer's business affairs and financial condition to evaluate the risks and merits of receiving the Closing Parent Shares and reach an informed and knowledgeable decision to receive the Closing Parent Shares. Each Shareholder is able to financially bear the risks of receiving the Closing Parent Shares. Each Shareholder acknowledges that information regarding Buyer is publicly available via the SEC's website (www.sec.gov). Each Shareholder has made its own investment decision to receive the Closing Parent Shares based on its own knowledge and experience in finance and business and information which is publicly available, including Parent's publicly available annual, quarterly and current reports.

(iv) Each Shareholder acknowledges and understands that the Closing Parent Shares issuable pursuant to this Agreement have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act, and such shares cannot be sold, transferred or otherwise disposed of unless the resale of such shares is subsequently registered under the Securities Act or an exemption from registration is then available. Each Shareholder acknowledges and understands that, to ensure compliance with the restrictions imposed by applicable securities laws and this Agreement, Buyer may issue appropriate "stop-transfer" instructions to its transfer agent.

(v) Each Shareholder acknowledges and understands that each book-entry notation representing any Closing Parent Shares issued hereunder shall bear the following legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(g) Disclaimer of Warranties. Except as specifically set forth in this Section 3.1 (as modified by the Disclosure Schedules hereto), none of the Shareholders or any of their respective Affiliates, officers, employees, directors, partners, equityholders, shareholders, managers, consultants, agents, counsel, Representatives, or advisors (other than the Company pursuant to Section 3.2) makes or has made any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, to Buyer or any of its Affiliates, officers, employees, directors, partners, equityholders, shareholders, members, managers, shareholders, consultants, agents, counsel, Representatives, advisors, or financing sources. Any representations and warranties of the Shareholders not specifically set forth in this Section 3.1 (as modified by the Disclosure Schedules hereto), whether express or implied (including any implied or express warranty of merchantability, fitness for a particular purpose, or non-infringement), are disclaimed by the Shareholders. For avoidance of doubt and without limiting the foregoing, no representation or warranty is made with respect to any (i) financial projections, forecasts, or similar information or statements made, communicated, or furnished (orally or in writing) to Buyer or any of its Affiliates or any other Person, (ii) any "management presentations", "confidential information memoranda", "teasers" or similar or accompanying materials, or (iii) the contents of any "data room" or "virtual data room." No Shareholder makes or has made any representation or warranty to Buyer or any of its Affiliates or any other Person regarding the probable success or profitability of the Company.

3.2 Representations and Warranties Regarding the Company. Except as set forth on the Disclosure Schedule, the Company represents and warrants to Buyer that each of the statements contained in this Section 3.2 is true and correct as of the date of this Agreement (except for any representations and warranties that state a different specified date).

(a) Due Organization and Good Standing. The Company is duly formed or organized, validly existing and in good standing (or its equivalent) under the Laws of its place of formation or organization, and is qualified or otherwise authorized to transact business as a foreign entity and is in good standing (or its equivalent) under the Laws of every other jurisdiction in which such qualification or authorization is required under applicable Law. The Company has all requisite corporate or limited liability company power and authority to own, lease, and operate its properties and to carry on its business as now conducted.

(b) Authorization, Execution and Delivery; Valid and Binding Agreement. The Company has the corporate or limited liability company authority and has taken all required corporate or limited liability company action on its part necessary to permit it to execute and deliver and to carry out the terms of this Agreement and the other Transaction Documents to which it is a party. This Agreement and

each of such other Transaction Documents to which the Company is a party have been duly and validly executed and delivered by the Company, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement and such other Transaction Documents constitute, the legal, valid and binding obligation of the Company, enforceable against the applicable entity in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). The Company has made available to Buyer true, correct and complete copies of the Organizational Documents of the Company, in each case, as amended and in effect on the date hereof. The Company is not in violation in any material respect of any provision of its Organizational Documents. All minute books and other corporate records of the Company are in the possession of the Company at the Facilities.

(c) Governmental Filings. No filings or registration with, notification to, or authorization, consent, or approval of any Governmental Entity (collectively, "Governmental Filings") are required in connection with the execution, delivery, and performance of this Agreement or the other Transaction Documents of the Company contemplated hereby, except the Governmental Filings set forth on Part 3.2(c) of the Disclosure Schedule, if any.

(d) Capital Structure; Subsidiaries.

(i) Part 3.2(d)(i) of the Disclosure Schedule sets forth a complete and accurate list of all Equity Securities of the Company and the record holders thereof. Such equity interests are duly authorized and validly issued. There are no outstanding options, warrants, convertible or exchangeable securities, profits interests, or other rights that would obligate the Company to issue additional Equity Securities. The offer, issuance, and sale of all outstanding Equity Securities of the Company were made in compliance with all applicable federal and state securities laws. Except as set forth on Part 3.2(d)(i) of the Disclosure Schedule, there are no agreements, written or oral, to which the Company is a party relating to the acquisition, disposition, voting or registration under applicable securities laws of any Equity Securities. Except as set forth on Part 3.2(d)(i) of the Disclosure Schedule, there are no outstanding or authorized share appreciation, phantom equity, or similar rights with respect to the Company. No Shareholder (or, after the Pre-Closing Reorganization, Seller) or the Company is a party to any voting trusts, proxies, equityholder agreement or other similar agreement with respect to the voting or transfer of any of its Equity Securities other than as set forth in the Organizational Documents thereof.

(ii) Except as set forth on Part 3.2(d)(ii) of the Disclosure Schedule, the Company does not have any subsidiaries. Except as set forth on Part 3.2(d)(ii) of the Disclosure Schedule, the Company does not, directly or indirectly, own or have the right to acquire any equity interest in any corporation, limited liability company, partnership, joint venture, trust, or other business organization.

(e) Financial Statements.

(i) Part 3.2(e)(i) of the Disclosure Schedule attaches true and complete copies of the Financial Statements. Subject to the exceptions set forth on Part 3.2(e)(i) of the Disclosure Schedule, the Audited Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved, and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of operations for the periods then ended. Subject to the exceptions set forth on Part 3.2(e)(i) of the Disclosure Schedule, the Interim Financial Statements have been prepared in accordance with GAAP for the period involved

(subject to normal recurring adjustments necessary for a fair presentation of interim results and the absence of notes thereto) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of operations for the period then ended.

(ii) Except as set forth on Part 3.2(e)(ii) of the Disclosure Schedule, the Company has no liabilities of any kind required to be recorded as such under GAAP except for: (A) liabilities or obligations reflected or reserved against on the Balance Sheet; (B) liabilities of the sort and type set forth on the Balance Sheet (rather than any notes thereto) incurred in the ordinary course of business of the Company since the date of the Balance Sheet (none of which relates to a breach of Contract, breach of warranty, tort, infringement, misappropriation, lawsuit or violation of Law and none of which is material, either individually or in the aggregate); or (C) other liabilities set forth in, or arising out of matters described in, Part 3.2(e)(ii) of the Disclosure Schedule. The Company maintains systems of internal accounting controls sufficient to provide reasonable assurances (i) regarding the reliability of the Company's financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, (ii) that receipts and expenditures of the Company are being made in accordance with the Company's policies and procedures, and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the Company's financial statements.

(f) No Conflict or Violation. Except as set forth on Part 3.2(f) of the Disclosure Schedule, the execution, delivery, and performance by the Company of this Agreement and the other Transaction Documents of the Company contemplated hereby and the consummation by the Company of the transactions contemplated hereby and thereby do not and will not, in each case, (i) assuming all Governmental Filings described or referenced in Section 3.2(c) have been obtained or made, violate, any applicable Law or Governmental Order to which the Company is subject, (ii) (A) require a consent or approval under, (B) conflict with, result in a material violation or breach of, or constitute a default, require the delivery of notice under, or (C) result in the acceleration of, or a right to accelerate, terminate, or cancel, any Company Contract, (iii) violate the Organizational Documents of the Company, or (iv) result in the creation of any Encumbrance upon any properties or assets of the Company.

(g) Legal Proceedings. Except as set forth on Part 3.2(g) of the Disclosure Schedule, there are no, and during the Look-Back Period there have not been any, Actions pending, or, to the Knowledge of the Company, threatened against (i) the Company or any properties or rights of the Company or to which the Company is otherwise a party, or (ii) any officer, manager, director, or employee of the Company acting in his or her capacity as such as it relates to the business of the Company, in each case, other than any Action with an amount in controversy less than \$ [REDACTED] nor, to the Knowledge of the Company, are there any circumstances which exist that would be reasonably likely to give rise to any such Action. Except as set forth on Part 3.2(g) of the Disclosure Schedule, the Company is not the subject of any Governmental Order.

(h) Personal Property; Owned and Leased Real Property.

(i) Except as may be reflected in the Financial Statements or set forth on Part 3.2(h)(i) of the Disclosure Schedule, the Company has good and valid title to, or a valid leasehold interest in, free and clear of any Encumbrances (except for Permitted Encumbrances), to all Assets used or held for use by the Company, including the tangible personal property reflected on the Balance Sheet and all tangible personal property acquired since the Balance Sheet Date, except for such tangible personal property as has been disposed of in the ordinary course of business since the Balance Sheet Date. At the Closing, the Assets of the Company will include all of those

Assets used to conduct the businesses of the Company as presently conducted and Shareholders do not have and will not have possession or title to any such Assets.

(ii) Except as set forth on Part 3.2(h)(ii) of the Disclosure Schedule, none of the Company's tangible Assets require repairs or maintenance, other than ordinary or routine maintenance and repairs that are not material in nature or costs (which, for purposes of this Agreement, shall include costs for any repairs to any particular piece of equipment that individually or in the aggregate, exceed \$[REDACTED]). Each material tangible Asset owned or leased by the Company (A) has been maintained in all material respects in accordance with customary business practices, including with respect to regularly scheduled maintenance at regular service intervals, and (B) is suitable in all material respects for the purposes for which it is used.

(iii) The Company does not lease any real property.

(iv) Part 3.2(h)(iv) of the Disclosure Schedule sets forth a list of Facilities. The Company has made available to Buyer copies of the deeds and other instruments by which the Company acquired the Facilities and copies of all title insurance policies, and surveys relating to the Facilities. The Company has good and marketable fee simple title to the Facilities, free and clear of Encumbrances, except Permitted Encumbrances. Each Facility is in good operating condition without material structural defects, normal wear and tear excepted, is in sufficient condition to support the current operations of the business of the Company at each such Facility in all material respects, and no condition exists requiring material repairs, alterations, or corrections. The Company does not lease any Facility or any portion thereof to any third-party. The Facilities constitute all interests in real property currently used in connection with the business of the Company. Except as disclosed on Part 3.2(h)(iv) of the Disclosure Schedule, the Facilities are not subject to any title exceptions, variances, reservations or Encumbrances of any kind or nature, other than Permitted Encumbrances, except those that do not materially and adversely impair the current use or occupancy. The Company is not party to or bound by any Contract (including any option or right of first refusal) for the purchase or sale of any real estate interest or any Contract for the lease to or from the Company of any real estate interest not currently in possession of the Company.

(v) There are no unpaid charges, costs or expenses for improvements to the Facilities which could give rise to any mechanic's or materialmen's or other statutory liens. No portion of any Facility is subject to assessment or collection of additional Taxes for prior years based on a change in land usage or ownership. All utilities (including water, sewer, gas, electricity, trash removal, and telephone service) are available to and connected with each Facility in sufficient quantities to adequately serve the current use of the same. No Shareholder or the Company has received any written notice of any pending condemnation or similar Proceeding affecting any Facility or any portion thereof, and to the Company's Knowledge, no such threatened Proceeding exists. Each Facility includes legal, valid rights of ingress, egress and access (by way of sufficient title to such easements, rights of way and other rights appurtenant to such Facility that are necessary to permit ingress, egress, and access), and no fact or condition exists which would reasonably be likely to result in the termination of any such ingress, egress, or access. Except as set forth in the Title Commitments, there are no written development agreements or development obligations with any Governmental Entity required in connection with the development of any Facility that remain incomplete, and there are no offsite or subdivision improvements required by any applicable Governmental Entity for the intended use and occupancy of any Facility that remain incomplete.

(vi) No Seller Party has taken any action, or failed to take any action, to create any defect, lien, encumbrance, transfer of interest, constructive trust, other equity in, or other matter affecting the real estate comprising any Facility that is not disclosed in the Title Commitment

("Adverse Interests"), and to the actual knowledge of each Seller Party and to the Company's Knowledge, no such Adverse Interests are omitted from the Title Commitment and no fact, circumstance, or occurrence exists which would reasonably be expected to give rise to a defense by the Title Company to a claim under the Title Policy relating to the imputation of the knowledge of the Seller Parties to the Company or the Buyer.

(i) Taxes. Except as set forth on Part 3.2(i) of the Disclosure Schedule:

(i) The Company has timely filed with the appropriate Taxing Authority (taking into account permitted extensions) all Income Tax Returns and other Tax Returns required to have been filed by it (and each such Tax Return is true, correct, and complete in all material respects). The Company has timely paid in full all Taxes due and payable by it (whether or not shown to be due and payable on any such Tax Return).

(ii) The Company does not have any Tax liabilities with respect to its income, property and operations, except for Tax liabilities (i) reflected in a reserve for Tax liabilities (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Balance Sheet, or (ii) that have arisen after the Balance Sheet Date in the ordinary course of business.

(iii) The Company has withheld all Taxes required to be withheld from amounts paid or owing to any employee, independent contractor, customer, equityholder, creditor or other Person under the Code or any provision of state, local or foreign Law, as applicable, and has duly remitted any such amounts to the appropriate Taxing Authority and has complied in all material respects with all information reporting, recordkeeping and back up withholding requirements with respect thereto. The Company has correctly classified in all material respects all individuals performing services on behalf of the Company as common law employees, leased employees, independent contractors or agents for purposes of Tax reporting and Tax withholding as required by applicable Law.

(iv) All deficiencies asserted, or assessments made, against the Company as a result of any Tax Claim by any Taxing Authority have been fully paid. No dispute, claim audit or other Tax Claim by any Taxing Authority is pending or, to the Knowledge of the Company, threatened with respect to any Taxes due from or with respect to the Company or any assets or properties of the Company. The Company has not received written notice from any Taxing Authority (i) indicating an intent to open an audit or other review of the Company or (ii) requesting information related to Tax matters with respect to the Company; in each case, that remains unresolved or pending. There are no closing agreements or similar arrangements, which are still in effect, with any Taxing Authority with respect to the determination of the Tax liability of the Company.

(v) The Company has not received written notice from any Taxing Authority in a jurisdiction where it has never paid Taxes or filed Tax Returns asserting that the Company is or may be required to file a Tax Return or is otherwise subject to Taxes assessed by such jurisdiction; in each case, that remains unresolved or pending.

(vi) There are no liens for Taxes against any of the Company's assets, other than liens that constitute a Permitted Encumbrance, and, to the Knowledge of the Company, no Taxing Authority is in the process of imposing any lien for Taxes upon the Company or any of its assets or properties.

(vii) The Company has not waived any statute of limitations in respect of Taxes or entered into any agreement with a Taxing Authority extending the period for assessment or collection of any Taxes, and, to the Knowledge of the Company, no such waiver or extension of any statute of limitations has been requested by any Taxing Authority; in each case, that remains in effect or pending. The Company has not executed any power of attorney with respect to any Tax, other than powers of attorney that are no longer in force.

(viii) The Company (i) does not have any liability for the Taxes of any Person as a transferee or successor, by Contract, or pursuant to any Law, (ii) is not and has not been a party to any Tax allocation, indemnity or sharing agreement for which the Company may be liable after the Closing Date (in each case with respect to clause (i) or (ii), excluding obligations under Contracts entered into in the ordinary course of business the primary subject matter of which is not Taxes), (iii) is not a party to any joint venture, partnership, Contract or other arrangement which is treated (or reasonably could be treated) as a partnership for U.S. federal Income Tax purposes and (iv) does not own a direct or indirect equity interest in any Person.

(ix) The Company has made available to Buyer copies of all Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by, the Company for all Tax periods ending after December 31, 2021.

(x) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (1) change in method of accounting for a Pre-Closing Tax Period under Section 481 of the Code (or any corresponding or similar provision of applicable state, local or foreign Law); (2) use of an improper method of accounting for a taxable period ending on or before the Closing Date; (3) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of applicable state, local or foreign Law) executed on or prior to the Closing Date; (4) item of gross income (or portion thereof) that is includable for Tax purposes any later than when such item (or portion thereof) is taken in account as revenue in an applicable financial statement of such entity for purposes of Section 451(b) of the Code; (5) receipt of any prepaid amounts received or deferred revenue accrued on or prior to the Closing Date; or (6) installment sale under Section 453 of the Code or open transaction disposition made on or prior to the Closing Date.

(xi) For federal, and applicable state and local Income Tax purposes, (A) the Company is, and has been at all times since February 8, 1993 through the completion of the Pre-Closing Reorganization, a valid "S corporation" (within the meaning of Section 1361(a) of the Code), and (B) following the completion of the Pre-Closing Reorganization through the Closing Date, the Company is and has been an entity that is disregarded as separate from the Seller. No event has occurred (or fact has existed) that would preclude the Company from initially qualifying as an "S corporation" under Section 1361(a) of the Code or which would terminate the Company's S corporation status (other than the Pre-Closing Reorganization). The Company has not received written notice from any Taxing Authority challenging the effectiveness of any such election. The Company does not have any liability for Taxes under Section 1374 or Section 1375 of the Code (or any similar provision of applicable state, local or foreign Law).

(xii) The Company has not engaged in any "listed transaction" as defined in the Treasury Regulations promulgated under Section 6011 of the Code.

(xiii) The Company has not distributed the stock of another Person, or had its stock distributed by another Person, in a transaction intended to be governed in whole or in part by Sections 355 or 361 of the Code.

(xiv) The Company has not (i) deferred any portion of any payroll, social security, unemployment, withholding or other Taxes pursuant to Section 2302 of the CARES Act or any other Law enacted or Governmental Order issued on account of or in response to COVID-19; in each case, that remains unpaid, or (ii) claimed any Tax credits under Sections 7001 through 7005 of the FFCRA or Section 2301 of the CARES Act.

(xv) The Company has (i) filed or caused to be filed with the appropriate Governmental Entity all reports required to be filed with respect to any material unclaimed property and has remitted to the appropriate Governmental Entity all material unclaimed property required to be remitted, or (ii) delivered or paid all material unclaimed property to its original or proper recipient. No material asset of the Company is escheatable to any Governmental Entity under any applicable Law, including material uncashed checks to vendors, employees, non-refunded over payments, credits or unused prepaid accounts.

(j) Absence of Certain Changes. Except as set forth on Part 3.2(j) of the Disclosure Schedule and as otherwise contemplated by this Agreement or the other Transaction Documents, from the Balance Sheet Date through the date of this Agreement, the Company has conducted its business and operations solely in the ordinary course of business, and there has not occurred, nor, since the Balance Sheet Date, has there been occurrence that would reasonably be expected to have, any Material Adverse Effect. Except as set forth on Part 3.2(j) of the Disclosure Schedule and as otherwise contemplated by this Agreement, including the Pre-Closing Reorganization, or the other agreements, instruments, and documents contemplated hereby, from the Balance Sheet Date through the date of this Agreement, the Company has not:

(i) redeemed any of its Equity Securities;

(ii) authorized for issuance, pledged, transferred, issued, sold, delivered, granted or otherwise disposed of any of its Equity Securities, or granted any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its Equity Securities;

(iii) amended any of its Organizational Documents;

(iv) allowed any new Encumbrance to be placed upon any of its assets, other than Permitted Encumbrances;

(v) incurred or guaranteed any Indebtedness in an aggregate amount exceeding \$ [REDACTED] other than trade payables in the ordinary course of business;

(vi) cancelled or waived any claims with a potential value in excess of [REDACTED], other than in the ordinary course of business;

(vii) amended, terminated or canceled or waived any material right under any material Company Contract, other than in the ordinary course of business;

(viii) acquired (by merger, consolidation, or acquisition of stock or assets) any corporation, partnership, or other business organization or division thereof or collection of assets constituting all or substantially all of a business or business unit;

(ix) sold, leased, pledged, transferred, or otherwise disposed of, or subjected to any Encumbrance (other than a Permitted Encumbrance) any material property or assets or any material group of properties or assets, other than in the ordinary course of business;

(x) materially changed its accounting methods or principles theretofore adopted, except as required by GAAP or applicable Law or reflected in the Financial Statements;

(xi) experienced any damage, destruction, or casualty loss (other than those covered by insurance) with respect to any of the assets or properties of the Company that, individually or in the aggregate, exceeds \$[REDACTED];

(xii) (A) negotiated, modified, extended, or entered into any collective bargaining agreement or other Contract with any labor union or labor organization or (B) recognized or certified any labor union, labor organization, or group of employees as the bargaining representative for any employees of the Company;

(xiii) implemented any employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions, work schedule changes or other such actions that implicate the WARN Act;

(xiv) (A) made any change in compensation paid or payable to any officer or earning more than \$[REDACTED] per annum, other than any change in the ordinary course of business, (B) amended or established any Company Plan (or any arrangement that would constitute a Company Plan, if adopted), except to the extent required by applicable Law or the terms of any Company Plan or Contract; or (C) except for a termination resulting from a resignation of employment, terminated the employment of any officer or senior management employee, other than for cause;

(xv) entered into any settlement, conciliation or similar agreement with any Governmental Entity or pursuant to which the Company will have any material outstanding obligation after the date of this Agreement;

(xvi) (A) made (other than consistent with past practice) or changed any material Tax election, (B) changed any material method of Tax accounting, (C) entered into any "closing agreement" with any Taxing Authority with respect to a material amount of Taxes, (D) settled any claim or assessment in respect of a material amount of Tax, or (E) consented to any extension or waiver of the limitations period applicable to any material Tax claim or assessment;

(xvii) committed or authorized any commitment to make any single capital expenditure that is in excess of \$[REDACTED], individually, or capital expenditures that are in excess of \$[REDACTED] in the aggregate;

(xviii) commenced or settled any actual or threatened Action, other than any such Action involving only monetary relief in an amount of \$[REDACTED] or less; or

(xix) entered into any Contract to take any of the actions specified in this Section 3.2(j).

(k) Company Contracts. Part 3.2(k) of the Disclosure Schedule sets forth a list of Contracts in effect as of the date of this Agreement to which the Company is a party and which are in any one or more of the categories listed below, except those which will be terminated at or prior to the Closing or are terminable by notice of not more than sixty (60) days without material liability to the Company (collectively, the "Company Contracts");

- (i) any joint venture agreement or partnership agreement;
- (ii) any Contract related to an acquisition or divestiture of any corporation, partnership, or other business organization or division thereof or collection of assets constituting all or substantially all of a business or business unit by the Company during the Look-Back Period;
- (iii) any Contract for the lease of equipment involving payments in excess of \$ [REDACTED] per year;
- (iv) any employment, severance, retention, deferred compensation, or consulting agreement involving payments in excess of \$ [REDACTED] in any twelve (12) month period;
- (v) any collective bargaining agreement or other Contract with any labor union or labor organization;
- (vi) any Contract evidencing Indebtedness (other than capitalized leases) of the Company in excess of \$ [REDACTED], or under which the Company has issued any note, bond, indenture, mortgage, security interest, or other evidence of Indebtedness, or has directly or indirectly guaranteed Indebtedness (other than capitalized leases), liabilities, or obligations of any Person;
- (vii) any Contract granting most favored nation pricing or exclusive rights to a counterparty;
- (viii) any Contract containing a covenant not to compete binding on the Company;
- (ix) any Contract which grants to any Person an option or a first refusal or similar preferential right to purchase or acquire any material asset of the business of the Company;
- (x) any pension, bonus, synthetic equity, sale bonus, profit sharing, stock option, employee equity purchase or other plan, program, policy, agreement or arrangement providing for deferred or other compensation to employees;
- (xi) any Contract other than of a type described in subsections (i) through (x) of this Section 3.2(k) requiring future (A) payments by the Company, (B) performance of services by the Company with a value, or (C) receipt of goods or services by the Company with a value, in each of the foregoing cases, in excess of \$ [REDACTED] per year, but excluding purchase orders for Inventory that are terminable at will;
- (xii) Contracts with Significant Customers;
- (xiii) Contracts with Significant Vendors; and
- (xiv) any outstanding binding commitment to enter into any agreement of the type described in subsections (i) through (xi) of this Section 3.2(k).

Except as set forth on Part 3.2(k) of the Disclosure Schedule, (A) the Company is not in breach of or default under, or in receipt of any written or, to the Knowledge of the Company, oral claim of breach of or default under any Company Contract in any material respect, (B) to the Knowledge of the Company, no counterparty is in breach of or default under any Company Contract in any material respect, and (C) each Company Contract is in full force and effect and is a legal, valid and binding agreement of the Company and, to the Knowledge of the Company, of the other parties thereto, enforceable against each of them in accordance with its terms, in each case, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights or to general principles of equity.

(l) Employees and Compensation.

(i) The Company is not, or during the Look-Back Period has not been, subject to any pending or, to the Knowledge of the Company, threatened labor dispute, labor-related arbitration, labor-related lawsuit, strike, lockout, work stoppage, picketing or labor-related administrative Proceeding.

(ii) The Company's employees are not represented by any labor union nor are any collective bargaining agreements otherwise in effect with respect to such employees in connection with their employment by the Company and no union organizing activities involving such employees are pending or, to the Knowledge of the Company, threatened. During the Look-Back Period, to the Knowledge of the Company, there have been no union organizing activities involving any employees of the Company, whether actual or threatened. During the Look-Back Period, no labor union, other labor organization, or group of employees of the Company has made a demand for recognition or certification, and there are no representation or certification Proceedings presently pending or threatened to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority relating to the Company.

(iii) Except as set forth on Part 3.2(l)(iii) of the Disclosure Schedule, the Company is and during the Look-Back Period has been in compliance in all material respects with all applicable Laws respecting labor, employment and employment practices, including all Laws respecting terms and conditions of employment, health and safety, wages and hours (including the classification of independent contractors and exempt and non-exempt employees), immigration (including the completion of Forms I-9 for all employees, participation in E-Verify, the proper confirmation of employee visas, and satisfaction of all applicable requirements under the H-2B temporary non-agricultural visa program), employment harassment, discrimination or retaliation, whistleblowing, disability rights or benefits, equal opportunity, plant closures and layoffs (including the WARN Act), employee trainings and notices, workers' compensation, labor relations, employee leave issues, affirmative action and unemployment insurance.

(iv) The Company has no liability that is past due for (A) any unpaid wages, salaries, wage premiums, commissions, bonuses, fees, or other compensation to their current or former directors, officers, employees and independent contractors under applicable Law, Contract or Company policy, other than accrued payroll; and/or (B) any fines, Taxes, interest, or other penalties for any failure to pay or delinquency in paying such compensation.

(v) Part 3.2(l)(v) of the Disclosure Schedule sets forth (A) a true and correct list of the name, job title, and current annual salary of each officer or employee of the Company whose annual base salary exceeds [REDACTED] and (B) any other form of compensation (other than salary, bonuses, or immaterial or customary benefits) paid or payable by the Company to each such officer or employee for the most recent fiscal year. No employee of the Company is on long-term disability leave or is otherwise an inactive employee. All employees of the Company are

employees at-will, and no former employee has any right to recall or reemployment. As of the date of this Agreement, no officer or senior management employee has given notice to the Company of his or her intention to resign from his or her employment with the Company, excluding resignations from officer, manager and director positions pursuant to this Agreement. To the Knowledge of the Company, no officer, senior management employee or group of employees intends to resign from employment with the Company.

(vi) Except as set forth on Part 3.2(l)(vi) of the Disclosure Schedule, the Company has neither paid nor will the Company be required, as a result solely of the consummation of the sale of the Interests at the Closing contemplated by this Agreement, to pay any bonus, fee, distribution, remuneration, or other compensation to any Person.

(vii) There are no complaints, charges or claims pending or threatened in writing or, to the Knowledge of the Company, verbally against the Company that would reasonably be expected to be brought or filed, with any Governmental Entity based on, arising out of, in connection with, or otherwise relating to the employment, termination of employment, failure to employ, or any other employment action taken in relation to any individual. The Company currently is, and has at all times since the beginning of the Lookback Period been, in compliance in all material respects with all Contracts for employment or engagement as an independent contractor with any employees, former employees, or independent contractors. There has been no "mass layoff" or "plant closing" (as defined by WARN), reduction of employees' hours by more than fifty percent (50%) (sufficient to trigger WARN), or other layoff or employment action that would cause any notice to be provided or liability under WARN with respect to the Company since the beginning of the Lookback Period. During the Lookback Period, there have been no complaints, charges or claims pending or threatened in writing or, to the Knowledge of the Company, verbally against the Company relating to any alleged or actual sexual harassment committed by any employee or former employee.

(m) Compliance with Laws. At all times during the Look-Back Period, the Company has been in compliance in all material respects with all applicable Laws. During the Lookback Period, (i) the Company has not received written notice of any material violation of Law, and (ii) to the Knowledge of the Company, the Company has not been under investigation with respect to any material violation of Law. Except as set forth on Part 3.2(m) of the Disclosure Schedule, the Company possesses all approvals, permits, and licenses required and/or issued by any Governmental Entity (collectively, "Permits") required to conduct its business as it is currently conducted, and such Permits are, and will be as of the Closing, in full force and effect. The Company is not in material default or violation, and no event has occurred which, with notice or the lapse of time or both, would constitute a material default or violation, of any term, condition or provision of any Permit and, to the Knowledge of the Company, there are no facts or circumstances which could reasonably be expected to form the basis for any such material default or violation. To the Knowledge of the Company, none of the Permits will be impaired or otherwise adversely affected as a result of the consummation of the transactions contemplated by this Agreement.

(n) Company Plans.

(i) Part 3.2(n)(i) of the Disclosure Schedule sets forth a list of each Company Plan. With respect to each Company Plan, the Company has made available to Buyer true and complete copies of: (A) any and all material plan texts and agreements; (B) any and all outstanding summary plan descriptions and material modifications thereto; and (C) the most recent annual report, if applicable, with respect to such Company Plan.

(ii) Each Company Plan has been established, maintained, and administered in all material respects in accordance with its terms and applicable Law, including, ERISA and the Code. With respect to each Company Plan, all contributions, premiums and other payments that are due have been timely paid, and any such amounts not yet due have been paid or properly accrued. With respect to each Company Plan that is intended to be qualified under Section 401(a) of the Code and each trust intended to be qualified under Section 501(a) of the Code (each a “Qualified Plan”), such Qualified Plan has received a favorable IRS determination or opinion letter regarding such Qualified Plan’s qualified status, and nothing has occurred that could reasonably be expected to adversely affect such Qualified Plan’s qualified status. There have been no “prohibited transactions” within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA and not otherwise exempt under Section 408 of ERISA and no breaches of fiduciary duty (as determined under ERISA) with respect to any Company Plan. With respect to the Company Plans, there are no Actions (other than routine claims for benefits) pending or, to the Knowledge of the Company, threatened.

(iii) Except as set forth on Part 3.2(n)(iii) of the Disclosure Schedule, the consummation of the transactions contemplated by this Agreement will not, in and of itself, (A) entitle any current or former employee or officer of the Company to severance pay, unemployment compensation, or any other payment, or (B) accelerate the time of payment or vesting, or increase the amount of compensation or benefits due any such employee or officer under any Company Plan or otherwise.

(iv) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby could (alone or in conjunction with any other event), directly or indirectly, result in “excess parachute payment” to any “disqualified individual” within the meaning of Section 280G of the Code. Except as set forth on Part 3.2(n)(iv) of the Disclosure Schedule, the Company does not have any obligation to indemnify or gross-up for any Taxes, including those imposed under Sections 409A and 4999 of the Code.

(v) The Company does not sponsor, maintain, contribute to, or participate in, nor does the Company have any liability (contingent or otherwise), with respect to any Company Plan that constitutes (i) a “multiemployer plan” (as defined in Section 3(37) of ERISA), (ii) an “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA) subject to Title IV of ERISA or Section 412 of the Code, (iii) a “multiple employer plan” or “multiple employer welfare arrangement” within the meaning of ERISA or the Code; or (iv) a “voluntary employee’s beneficiary association” within the meaning of Section 501(c)(9) of the Code.

(vi) Each Company Plan that is a “nonqualified deferred compensation plan” (within the meaning of Section 409A(d)(1) of the Code) has been operated in compliance with Section 409A of the Code, IRS Notice 2005-1, Treasury Regulations issued under Section 409A of the Code, and any subsequent guidance relating thereto, and no additional Tax under Section 409A(a)(1)(B) of the Code has been or is reasonably expected to be incurred by a participant in any such Company Plan, and no employee or former employee of the Company is entitled to any gross-up, reimbursement, equalization or similar payment from, or indemnification by, the Company for any violation of Section 409A or Section 4999 of the Code.

(vii) Each Company Plan can be terminated without payment of any additional contributions or amounts and, except for any vesting of benefits of a Qualified Plan, without the vesting or acceleration of any benefits promised by such Company Plan.

(o) Intellectual Property; Data Privacy.

(i) Part 3.2(o)(i) of the Disclosure Schedule identifies (A) the Company's registered trademarks, patents, and registered copyrights, and applications for the foregoing, and (B) any license pursuant to which owned Company Intellectual Property is licensed to the Company by another Person or licensed to another Person by the Company (other than shrink-wrap, click-wrap, or other similar agreements for commercially available off-the-shelf software). Except as set forth on Part 3.2(o)(i) of the Disclosure Schedule, the Company has not granted to any Person exclusive rights to any of the owned Company Intellectual Property.

(ii) Except where not material or as set forth on Part 3.2(o)(ii) of the Disclosure Schedule, to the Knowledge of the Company: (i) the owned Company Intellectual Property does not infringe or otherwise violate any other Person's Intellectual Property, and there is no such claim pending or currently threatened in writing or, to the Knowledge of the Company, verbally, against the Company; and (ii) no Person is infringing or otherwise violating any owned Company Intellectual Property and no such claims are pending or threatened in writing or, to the Knowledge of the Company, verbally, against any Person by the Company.

(iii) To the Knowledge of the Company, the Company is, and has been, in compliance with all applicable Data Security Requirements in all material respects during the Look-Back Period. Neither the execution and delivery of this Agreement nor the consummation of the Closing and the transactions contemplated hereby will result in a breach or violation of, or constitute a default under, any Data Security Requirement in any material respect. During the Look-Back Period, to the Knowledge of the Company, the Company has not experienced any breach of security, phishing incident, ransomware or malware attack, or other incident in which confidential or sensitive information, payment card data, personally identifiable information, or other protected information relating to individuals was accessed, used, disclosed, or exfiltrated in an unauthorized manner, and the Company has not received any written notices or complaints from any Person or been the subject of any Proceeding with respect thereto.

(iv) The Company uses commercially reasonable efforts to protect the confidentiality, integrity and security of the Computer Systems used in the operation of the Company's business and to prevent any unauthorized use, access, interruption, or modification or other security breach of the Computer Systems (including information therein or accessed, transmitted or processed thereby). The Computer Systems owned, leased or licensed to the Company are sufficient for the conduct of the Company's business as currently conducted and are in sufficiently good working condition to effectively perform all information technology operations of the Company and the Company has purchased a sufficient number of license seats, and scope of rights, for all software as necessary for the operation of the Company's business as currently conducted, and has complied in all material respects with the terms of the corresponding agreements. During the Look-Back Period, to the Knowledge of the Company, there have been no unauthorized uses, accesses, interruptions, modifications, intrusions or other security breaches with respect to such Computer Systems (including information contained therein or accessed, transmitted or processed thereby), or any failures, breakdowns, continued substandard performance, or other adverse events affecting any such Computer Systems that have caused any substantial disruption of or interruption in or to the use of such Computer Systems. The Company maintains commercially reasonable disaster recovery and business continuity plans, procedures and facilities in connection with the operation of the Company's business and act in material compliance therewith.

(p) Brokers' Fees. Except for TM Capital, the Company has not dealt with any broker, finder, or similar agent with respect to the transactions contemplated by this Agreement, and the Company is not under an obligation to pay any broker's fee, finder's fee, or commission in connection with the

consummation of the transactions contemplated by this Agreement as a result of any agreement of the Company.

(q) Affiliate Transactions. Except as set forth on Part 3.2(q) of the Disclosure Schedule and for employment relationships and the payment of compensation and benefits in the ordinary course of business, since the Balance Sheet Date, there have been no material transactions, and as of the date of this Agreement there are no Contracts, between any officer or director of the Company, the Shareholders or any of their respective Affiliates, on the one hand, and the Company, on the other hand. Except as set forth on Part 3.2(q) of the Disclosure Schedule and for employment relationships and the payment of compensation and benefits in the ordinary course of business, no officer or director of the Company, the Shareholders nor any of their respective Affiliates (a) has any ownership interest in any property owned by the Company, (b) owes any amount to the Company nor does the Company owe any amount to, nor has the Company committed to make any loan or extend or guarantee credit to or for the benefit of, any such Person, (c) has any pending or, to the Knowledge of the Company, other claim or cause of action against the Company or (d) owns any direct or indirect interest of any kind in, or controls or is a manager, director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is a competitor, supplier, service provider, customer, client, landlord, tenant, creditor or debtor of the Company.

(r) Insurance. Part 3.2(r) of the Disclosure Schedule sets forth an accurate and complete list of all insurance policies currently in effect relating to the assets, business, operations, Employees, officers or directors of the Company. All such insurance policies are in full force and effect, are valid and enforceable, and all premiums currently due thereunder have been paid. All such policies are (a) in such amounts as are sufficient to (i) comply with applicable Laws, (ii) satisfy the insurance requirements of all Contracts to which the Company is a party or is otherwise bound, and (iii) provide full coverage for all pending and threatened Actions and all existing circumstances that are reasonably expected to give rise to any such Actions; and (b) in such amounts, with such deductibles as are comparable to similarly sized businesses operating in the same industry as the Company, acting prudently. The Company has not received any notice of cancellation or modification in coverage amounts of any such insurance policies. Except as disclosed on Part 3.2(r) of the Disclosure Schedule, as of the date hereof, there are no pending material claims under any such insurance policy. During the Lookback Period, there has been no failure by the Company to give any notice or information, nor has there been any instance where the Company has given inaccurate or erroneous notice or information, in each case, which limits or impairs the rights of the Company under any such insurance policies.

(s) Environmental Matters. Except as set forth on Part 3.2(s) of the Disclosure Schedule:

(i) The Company is currently, and during the Look-Back Period has been, in material compliance with all applicable Environmental Laws.

(ii) The Company has obtained, and is in compliance with, all Permits required by applicable Environmental Laws to conduct its business as it is currently conducted ("Environmental Permits"), and has made all appropriate filings for issuance or renewal of such Environmental Permits during the Look-Back Period.

(iii) During the Look-Back Period, there have been no Releases of Hazardous Substances at the Facilities that would require notification to any Governmental Entities, investigation and/or remediation pursuant to any Environmental Laws.

(iv) There are no Proceedings pending or, to the Knowledge of the Company, threatened relating to any Environmental Matters.

(v) During the Look-Back Period, the Company has not received a written notice from any Governmental Entity of any violation of any applicable Environmental Law.

(vi) No real property currently or formerly owned, operated or leased by the Company was previously listed on, is currently listed on, or has been proposed for listing on the National Priorities List under CERCLA or on a similar list under other Environmental Law.

(vii) To the Knowledge of the Company, no facts, events or conditions relating to the Facilities, any other past or present facilities, properties or operations of the Company would reasonably be anticipated to give rise to any material investigatory, remedial or corrective obligations pursuant to any Environmental Law, or give rise to any other material liabilities or obligations pursuant to any Environmental Law, including any relating to onsite or offsite Releases or threatened Releases of Hazardous Substances, personal injury, property damage or natural resources damage.

(viii) None of the Facilities nor any other real property used by the Company in the conduct of its business contains (A) aboveground or underground storage tanks, (B) Company-owned materials or equipment containing polychlorinated biphenyls, or (C) landfills, surface impoundments, or disposal areas.

(ix) The Company has provided to Buyer: (A) any and all Environmental Permits and Phase I environmental site assessment reports with respect to the business or Assets of the Company, the Facilities, or any currently or formerly owned, operated or leased real property which are in the possession or control of the Company prepared during the Look-Back Period; (B) a Limited Environmental Compliance Review of the Facilities assessing the material compliance status under applicable federal and state Environmental Laws; and (C) any and all material documents prepared during the Look-Back Period concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(x) The Company has not assumed, undertaken or provided an indemnity with respect to any liability or obligation of any other Person relating to Environmental Law or Hazardous Substances.

(xi) The Company has not entered into or been subject to any consent decree, compliance order, settlement, administrative order or voluntary agreement or program pursuant to any Environmental Law where such items have outstanding obligations or ongoing limitations on the operations of or the use of any assets or properties of the Company.

(xii) Other than administrative name changes, no authorization, notification, recording, filing, consent, waiting period, remediation or approval is required under any Environmental Law or Environmental Permit in connection with the transactions contemplated by this Agreement.

(t) Bank Accounts. Part 3.2(t) of the Disclosure Schedule contains is a list of each bank or financial institution in which the Company has an existing account, safe deposit box and/or lockbox,

or maintains a banking, custodial, trading or similar relationship, the number of each such account or box, and the names of all individuals authorized to draw thereon or to having signatory power or access thereto and its purpose. Other than the accounts listed on Part 3.2(t) of the Disclosure Schedule the Company does not maintain any accounts, lockboxes or safe deposit boxes at any bank, trust company, savings institution, brokerage firm or other financial institution.

(u) International Trade & Anti-Corruption.

(i) The Company has not, or to the Knowledge of the Company, any of its officers, directors or senior management employees, is currently, or has not been in the last five years: (A) a Sanctioned Person; (B) organized, resident or located in a Sanctioned Country; (C) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violate applicable Sanctions Laws or Ex-Im Laws; or (D) otherwise in violation of applicable Sanctions Laws, or the anti-boycott Laws administered by the U.S. Department of Commerce and the U.S. Department of Treasury's Internal Revenue Service (collectively, "Trade Controls").

(ii) The Company has not, or to the Knowledge of the Company, any of its officers, directors or senior management employees, has not at any time during the last five years made any unlawful payment directly or indirectly, to any government official or other Person in violation of any applicable Anti-Corruption Laws.

(iii) In the past five years, the Company has not received from any Governmental Entity or any other Person any notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Entity; or conducted any internal investigation or audit concerning any actual or potential violation or wrongdoing related to Trade Controls or Anti-Corruption Laws.

(v) Backlog. The Backlog of the Company as of September 15, 2025 is as set forth on Part 3.2(v) of the Disclosure Schedule. The Backlog set forth on Part 3.2(v) of the Disclosure Schedule is complete and correct in all material respects. As of the date hereof, no order, project or engagement constituting part of the Backlog has been materially reduced and, to the Knowledge of the Company, no such reduction has been threatened or is pending.

(w) Government Contracts.

(i) Part 3.2(w)(i) of the Disclosure Schedule sets forth a true, complete and correct list of the Company's (i) Government Contracts for which the period of performance has not yet expired or final payment has not been received, and (ii) Government Bids that have not expired and for which award has not been made; in each of the foregoing cases, those such Government Contracts or Government Bids, as applicable, in excess of \$ [REDACTED] per year. The Company has made available to Buyer copies of all Government Contracts and Government Bids listed on Part 3.2(w)(i) of the Disclosure Schedule. No Government Contract or Government Bid is the subject of bid or award protest proceedings.

(ii) The Company has complied with the terms and conditions of each Government Contract and Government Bid. No Person has provided written notification to the Company of any actual violation or breach of any term or condition of a Government Contract, or of any actual violation of any Law applicable to a Government Contract. No events have occurred which, individually or in the aggregate, with the passage of time or the giving of notice or both,

have resulted in, or would reasonably be expected to result in, a condition of default or breach of a Government Contract by the Company.

(iii) None of the Company's Government Contracts have been terminated. The Company has not received any written notice terminating any of the Government Contracts for convenience or indicating an intention to terminate any of the Government Contracts for convenience. No stop work order, show cause notices, letters of concern or cure notices have been issued with respect to any Government Contract or Government Bid.

(iv) The Company is not undergoing any audit, investigation, or examination of records relating to any of the Government Contracts of the Company.

(v) There exist (i) no outstanding claims against the Company by a Governmental Entity arising under or related to any Government Contract or Government Bid, and (ii) no disputes between the Company and a Governmental Entity under or related to any Government Contract or Government Bid.

(x) Significant Customers and Vendors.

(i) Part 3.2(x)(i) of the Disclosure Schedule sets forth a true, complete and correct list of the ten largest customers of the Company in terms of dollar value of sales to each such customer on a consolidated basis during the twelve (12)-month periods ended December 31, 2024 and December 31, 2023, and the seven (7)-month period ended July 31, 2025 (each, a "Significant Customer") and collectively, the "Significant Customers") and set forth opposite the name of each such Significant Customer is the dollar amount of sales attributable to such Significant Customer for such periods. The Company is not engaged in any Action or dispute with any Significant Customer that is reasonably likely to materially and adversely affect the relationship. Since January 1, 2025, no Significant Customer has terminated, canceled, or substantially reduced the quantity of products or services it purchases from the Company (other than in connection with the completion of a project on behalf of such Significant Customer or otherwise in the ordinary course of business) or modified the commercial terms of its relationship (whether related to payment, price or otherwise) with the Company in a manner materially adverse to the Company. Since January 1, 2025 and to the Knowledge of the Company, no Significant Customer has provided notice to the Company that it intends to terminate, cancel, or substantially reduce the quantity of products or services it purchases from the Company (other than in connection with the completion of a project on behalf of a Significant Customer in the ordinary course of business) or materially modify the commercial terms of its relationship (whether related to payment, price or otherwise) with the Company, and the Company has not received any written complaint or other correspondence from any Significant Customer regarding the foregoing that is unresolved. To the Knowledge of the Company, no Significant Customer is bankrupt or insolvent or has filed or threatened to file for bankruptcy or appointed a receiver.

(ii) Part 3.2(x)(ii) of the Disclosure Schedule sets forth a true, complete and correct list of the ten largest vendors of the Company in terms of dollar value of net purchases or payments made by the Company on a consolidated basis during the twelve (12)-month periods ended December 31, 2024 and December 31, 2023, and the seven (7)-month period ended July 31, 2025 (each, a "Significant Vendor") and collectively, the "Significant Vendors") and set forth opposite the name of each such Significant Vendor is the dollar amount of purchases attributable to such Significant Vendor for such periods. The Company is not engaged in any Action or dispute with any Significant Vendor that is reasonably likely to materially and adversely affect the relationship. Since January 1, 2025, no Significant Vendor has terminated, canceled, or

substantially reduced the quantity of products or services it provides to the Company (other than as directed by a the Company in the ordinary course of business or for a termination resulting from the expiration of a Contract in accordance with its terms) or modified the commercial terms of its relationship (whether related to payment, price or otherwise) with the Company in a manner materially adverse to the Company. Since January 1, 2025 and to o the Knowledge of the Company, no Significant Vendor has provided notice to the Company that it intends to terminate, cancel or substantially reduce the quantity of products or services it provides to the Company (other than in the ordinary course of business) or materially modify the commercial terms of its relationship (whether related to payment, price or otherwise) with the Company in a manner adverse to the Company, and no Group Company has received any written complaint or other correspondence from any Significant Vendor regarding the foregoing that is unresolved. To the Knowledge of the Company, no Significant Vendor is bankrupt or insolvent or has filed or threatened to file for bankruptcy or appointed a receiver.

(y) Disclaimer of Warranties. Except as specifically set forth in this Section 3.2 (as modified by the Disclosure Schedule), none of the Company or its directors, officers, Affiliates, members, managers, partners, employees, consultants, agents, counsel, Representatives, or advisors (other than the Shareholders pursuant to Section 3.1) makes or has made any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, to Buyer or any of its Affiliates, directors, officers, shareholders, members, managers, partners, employees, consultants, agents, counsel, Representatives, advisors, or financing sources. Any representations and warranties not specifically set forth in this Section 3.2 (as modified by the Disclosure Schedule), whether express or implied (including any implied or express warranty of merchantability, fitness for a particular purpose, or non-infringement), are disclaimed by the Company. For avoidance of doubt and without limiting the foregoing, no representation or warranty is made with respect to (i) any financial projections, forecasts, or similar information or statements made, communicated or furnished (orally or in writing) to Buyer or any of its Affiliates or any other Person, (ii) any “management presentations”, “confidential information memoranda”, “teasers” or similar or accompanying materials, (iii) the contents of any “data room” or “virtual data room” or (iv) the impact of COVID-19 on the Company or business conducted by the Company. Except as specifically set forth in this Section 3.2 (as modified by the Disclosure Schedule), the Company has not made and is not making any representation or warranty to Buyer or any of its Affiliates or any other Person regarding the probable success or profitability of the Company.

3.3 Representations and Warranties of the Acquirors. The Acquirors jointly and severally represent and warrant to the Shareholders as of the date of this Agreement as follows:

(a) Due Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the state of Florida. Parent is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware.

(b) Authorization and Execution. Each Acquiror has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement and the Transaction Documents of such Acquiror contemplated hereby, and to consummate the transactions contemplated hereby and thereby. The execution, delivery, and performance by such Acquiror of this Agreement and the other Transaction Documents by such Acquiror and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of such Acquiror and no other proceedings on the part of such Acquiror are necessary to authorize the execution, delivery, and performance by such Acquiror of this Agreement and the other Transaction Documents, as applicable, or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by each Acquiror and, assuming due authorization, execution, and delivery by the other parties hereto, constitutes, and each of the other Transaction

Documents of such Acquiror contemplated hereby, when executed and delivered by such Acquiror (assuming due authorization, execution, and delivery by the other parties thereto) shall constitute, a valid and binding obligation of such Acquiror, enforceable against such Acquiror in accordance with its terms, except that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws now or hereafter in effect relating to or affecting the rights and remedies of creditors and general principles of equity (whether considered in a proceeding at law or in equity) and the discretion of the court before which any Proceeding therefor may be brought.

(c) Governmental Filings. Except for such filings as may be required under the HSR Act, no Governmental Filings are required in connection with the execution, delivery, and performance of this Agreement or the other Transaction Documents of any Acquiror contemplated hereby, or the consummation by any of them of the transactions contemplated hereby or thereby, as applicable, except (i) Governmental Filings that become applicable as a result of matters specifically related to the Shareholders, or (ii) such other Governmental Filings the failure of which to be obtained or made would not impair the Acquiror's ability to consummate the transactions contemplated hereby.

(d) No Conflict or Violation. The execution, delivery, and performance by the Acquirors of this Agreement and the other Transaction Documents contemplated hereby, as applicable, and the consummation by the Acquirors of the transactions contemplated hereby and thereby do not (i) assuming all authorizations, consents, and approvals described or referred to in Section 3.3(c) and any required filings under the HSR Act have been obtained or made, violate any applicable Law to which Buyer is subject, (ii) require a consent, approval, or notification under, conflict with, result in a material violation or breach of, or constitute a material default under, result in the acceleration of, create in any party the right to accelerate, terminate or cancel any Contract to which an Acquiror is a party, or (iii) violate the Organizational Documents of any Acquiror, except with respect the foregoing clauses (i) and (ii) as would not impair the Acquirors' ability to consummate the transactions contemplated hereby.

(e) Legal Proceedings. As of the date of this Agreement, there are no Actions pending or, to the Knowledge of Buyer, threatened which challenge the validity or enforceability of this Agreement or seek to enjoin or prohibit consummation of the transactions contemplated hereby. No Acquiror is subject to any Governmental Order which would materially impair its ability to consummate the transactions contemplated hereby.

(f) R&W Insurance Policy. Buyer has provided to Agent a correct and complete copy of the R&W Insurance Binder, which is in full force and effect.

(g) Acquisition of Interests for Investment. Buyer has such knowledge and experience in financial and business matters such that they are capable of evaluating the merits and risks of its purchase of the Interests. Buyer can bear the economic risk of its investment in the Interests and can afford to lose its entire investment in the Interests. Buyer has been furnished the materials, or such materials have been made available to Buyer, relating to its purchase of the Interests which Buyer has requested, and the Shareholders have provided Buyer the opportunity to ask questions of the officers and management employees of the Company and to acquire such additional information about the business and financial condition of the Company and the Interests as is necessary to make an investment decision with respect to the Interests. Buyer is acquiring the Interests for investment only and not with a view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling the Interests. Buyer agrees that the Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities Laws, except pursuant to an exemption from such registration available under such federal and state Laws. Buyer is an "accredited investor" as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.

(h) Brokers' Fees. None of the Acquirors or their respective equityholders has dealt with any broker, finder, or similar agent with respect to the transactions contemplated by this Agreement, and none of them is under any obligation to pay any broker's fee, finder's fee, commission, or similar amount in connection with the consummation of the transactions contemplated by this Agreement.

(i) Sufficiency of Funds. The Acquirors have funds available that, together with the Closing Parent Shares, are sufficient to permit Buyer to pay all of the amounts needed to consummate the transactions contemplated by this Agreement, to deliver the Estimated Closing Consideration pursuant to Section 2.6 and to perform the other obligations of the Acquirors contemplated by this Agreement.

(j) OFAC. None of the Acquirors or any of their respective directors, officers, agents, members, shareholders, employers or other persons acting on behalf of the Acquirors is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(k) No Reliance. The Acquirors have relied solely on the results of their independent investigation and the representations and warranties set forth in Section 3.1 and Section 3.2 (as modified by the Disclosure Schedule). Without limiting the generality of the foregoing, no representation or warranty is made with respect to, and no Acquiror has relied on, any (i) financial projections, budgets, forecasts, forward-looking information, or similar information or statements made, communicated, or furnished (orally or in writing) to an Acquiror or any other Person (ii) any "management presentations" or accompanying materials, (iii) the contents of any "data room" or "virtual data room" (except to the extent addressed in a representation in this Agreement), or (iv) any oral, written or electronic response to any information request provided to the Acquirors or their Representatives.

(l) No Stockholder Approval. The transactions contemplated hereby, including the issuance of the Closing Parent Shares, do not require any vote of the stockholders of Parent under applicable Law, the rules and regulations of the Nasdaq Global Select Market or the Organizational Documents of Parent.

(m) Securities Laws Matters.

(i) Since October 1, 2023, Parent has filed with or furnished to, as applicable, the SEC all forms, schedules, statements, prospectuses, documents and reports and amendments thereto, in each case, including exhibits thereto, required to be filed or furnished by it with the SEC under the Securities Act or the Exchange Act (collectively, the "Parent SEC Reports"). Each of the Parent SEC Reports, in each case as of its filing or furnishing date, or, if amended or superseded, as of the date of the last amendment or superseding filing (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the date of the relevant meetings, respectively), complied as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act and published rules and regulations of the SEC thereunder applicable to such Parent SEC Reports, and none of the Parent SEC Reports, when filed or furnished, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. None of Parent's subsidiaries are required to file periodic reports with the SEC. As of the date hereof, there are no material outstanding or unresolved comments received from the SEC with respect to any of the Parent SEC Reports.

(ii) Parent has established and maintains "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) under the Exchange Act) as required by Rule 13a-

15(a) under the Exchange Act, and Parent has established and maintains “internal control over financial reporting” (as such term is defined in Rule 13a-15(f) under the Exchange Act) as required by Rule 13a-15(a) under the Exchange Act. Neither Parent nor, to the knowledge of Parent, Parent’s independent registered public accounting firm has identified or been made aware of (a) any significant deficiency or material weakness in the system of internal control over financial reporting utilized by Parent or any of Parent’s subsidiaries that has not been subsequently remediated or (b) any fraud that involves management or other employees who have a significant role in Parent internal controls over financial reporting. To the knowledge of Parent, since October 1, 2023, there has been no written complaint, allegation, assertion or claim by any Governmental Entity or stockholder of the Parent who holds five percent (5%) or more of the issued and outstanding Parent Shares regarding the accounting or auditing practices, procedures, methodologies or methods of Parent or any of Parent’s subsidiaries or their respective internal controls over financial reporting (including any written complaint, allegation, assertion or claim that Parent or any of Parent’s subsidiaries has engaged in questionable accounting or auditing practices), which, if true, would constitute a significant deficiency or a material weakness. Since October 1, 2023, subject to any applicable grace periods, Parent has been and is in compliance with (a) the applicable provisions of the Sarbanes-Oxley Act of 2002, as amended, and (b) the applicable listing and corporate governance rules and regulations of The Nasdaq Global Select Market, except in each case as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(iii) Since October 1, 2023, each of the consolidated financial statements (including, in each case, any notes and schedules thereto) contained in or incorporated by reference into the Parent SEC Documents: (i) complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto as of their respective dates; (ii) was prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto and, in the case of unaudited interim financial statements, as may be permitted by the SEC for Quarterly Reports on Form 10-Q); (iii) fairly present in all material respects the consolidated financial position and the results of operations, changes in shareholders’ equity, and cash flows of Parent and its consolidated subsidiaries as of the respective dates of and for the periods referred to in such financial statements, subject, in the case of unaudited interim financial statements, to normal and year-end audit adjustments as permitted by GAAP and the applicable rules and regulations of the SEC (but only if the effect of such adjustments would not, individually or in the aggregate, be material), and (iv) in the case of audited financial statements, were audited, and in the case of interim financial statements, were reviewed, by an independent public accounting firm registered with the PCAOB using PCAOB audit or review standards, as applicable.

(iv) The unaudited balance sheet of Parent dated as of June 30, 2025 included in the Parent SEC Documents, which has been delivered to the Company, is hereinafter referred to as the “Parent Balance Sheet.” Neither Parent nor any of its subsidiaries has any liabilities that are required to be recorded or reflected on a balance sheet prepared in accordance with GAAP other than liabilities that: (i) are reflected or reserved against in Parent Balance Sheet (including in the notes thereto); (ii) were incurred since the date of Parent Balance Sheet in the ordinary course of business consistent with past practice or pursuant to other publicly disclosed transactions consummated subsequent to the date of the Parent Balance Sheet; (iii) are incurred in connection with the transactions contemplated by this Agreement; or (iv) are not material to the business, financial condition or results of operations of Parent, taken as a whole.

(v) Except as described in Parent SEC Documents, neither Parent nor any of its subsidiaries is a party to, or has any commitment to become a party to: (i) any joint venture, off

balance sheet partnership, or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among Parent or any of its subsidiaries, on the one hand, and any other Person, including any structured finance, special purpose, or limited purpose Person, on the other hand) other than any joint venture entered into in the ordinary course of business for the performance of construction projects and that is not material to the business, financial condition or results of operations of the Parent; or (ii) any “off balance sheet arrangements” (as defined in Item 303(a) of Regulation S-K under the Exchange Act).

(vi) The authorized capital stock of Parent consists of (a) 400,000,000 shares of Class A Common Stock, of which 47,963,617 shares were issued and 47,543,648 were outstanding as of the close of business on September 18, 2025; (b) 100,000,000 shares of Class B Common Stock, of which 11,463,770 shares were issued and 8,538,165 were outstanding as of the close of business on September 18, 2025; and (c) 10,000,000 shares of Preferred Stock, none of which were issued and outstanding as of the close of business on September 18, 2025. All of the issued and outstanding equity interests of Parent have been duly authorized and are validly issued, fully paid and non-assessable and were not issued in violation of any purchase or call option, right of first refusal, subscription right or preemptive right. The Closing Parent Shares will be, when issued by Parent in accordance with the terms of this Agreement, (i) duly authorized, validly issued, fully paid, and non-assessable, (ii) issued in compliance with all applicable securities Laws and (iii) not issued in violation of any purchase or call option, right of first refusal, subscription right or preemptive right.

(n) Disclaimer of Warranties. Except as specifically set forth in this Section 3.3 (as modified by the Disclosure Schedule), none of the Acquirors or their respective directors, officers, Affiliates, members, managers, partners, employees, consultants, agents, counsel, Representatives, or advisors makes or has made any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, to Shareholders or any of their respective Affiliates, trustees, directors, officers, shareholders, members, managers, partners, employees, consultants, agents, counsel, Representatives, advisors, or financing sources. Any representations and warranties not specifically set forth in this Section 3.3, whether express or implied (including any implied or express warranty of merchantability, fitness for a particular purpose, or non-infringement), are disclaimed by the Acquirors. For avoidance of doubt and without limiting the foregoing, no representation or warranty is made with respect to any financial projections, forecasts, or similar information or statements made, communicated or furnished (orally or in writing) to the Shareholders or any of their respective Affiliates or any other Person. Except as specifically set forth in this Section 3.3, the Acquirors have not made and are not making any representation or warranty to the Shareholders or any of their respective Affiliates or any other Person regarding the probable success or profitability of the Acquirors.

Article IV **COVENANTS**

4.1 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement, including the Pre-Closing Reorganization, or consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall: (a) conduct the business of the Company in the ordinary course of business; and (b) use commercially reasonable efforts to maintain and preserve intact the current organization and business of the Company and to preserve the rights, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Company. From the date hereof until the Closing Date, except as required by applicable Law or as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall use reasonable efforts not to take any action that would cause any of the changes, events or conditions described in Section 3.2(j)(i)

through (xvi) to occur. The Shareholders agree, during the period from the date of this Agreement until the earlier of the Closing or the termination of this Agreement not to, directly or indirectly, sell, assign or otherwise dispose of, or encumber, any of the Shares or material asset of the Company. Notwithstanding anything to the contrary herein, the Shareholders and the Company shall be permitted to (i) engage in the Pre-Closing Reorganization, (ii) distribute to its equity owners, by distribution or otherwise, all Cash of the Company prior to the Closing, and (iii) distribute, sell, or otherwise transfer the assets of the Company set forth on Schedule VI.

4.2 Closing Conditions. From the date hereof until the Closing, upon the terms and subject to the conditions herein provided, except as otherwise provided in this Agreement, and without limiting the obligations of the parties under Section 4.9 and of the Buyer under Section 4.8, each party hereto shall, and the Shareholders shall cause the Seller and the Company to, use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the Closing conditions set forth in Article V hereof. For avoidance of doubt and without otherwise limiting or expanding the foregoing, no Shareholder or any Affiliate of a Shareholder shall be obligated to make any payments or otherwise pay any consideration to any third party to obtain any applicable consent, waiver or approval, unless the payment of such consideration is required by applicable Law or the terms of the applicable Contract.

4.3 Exclusivity. From the date of this Agreement until the Closing Date or the earlier termination of this Agreement, none of the Shareholders will, directly or indirectly, (a) solicit any offers for any Competing Transaction or (b) negotiate with respect to, or enter into any letter of intent, memorandum of understanding, agreement, option agreement or similar agreement or arrangement with respect to, any Competing Transaction.

4.4 Publicity. No party shall issue a press release or make any other public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the Agent, the Company, and Buyer, which consent shall not be unreasonably conditioned, delayed or withheld, except as such release or announcement, upon the advice of outside counsel, is required by Law or the rules and regulations of the Nasdaq Global Select Market, in which case the party required to make the release or announcement shall allow each of the other parties reasonable time to comment on such release or announcement in advance of such issuance.

4.5 Access to Information; Confidentiality. From the date hereof until the Closing, Shareholders shall, and shall cause the Company to: (a) afford Buyer and its Representatives reasonable access to and the right to inspect the Facilities, assets, premises, books and records, Contracts, and agreements of the Company; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Company as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Company to cooperate with Buyer in its investigation of the Company; *provided, however*, that any such investigation shall be conducted during normal business hours upon reasonable written advance notice to Agent, under the supervision of the Company's personnel and in such a manner as not to interfere with the normal operations of the Company. All requests by Buyer for access pursuant to this Section 4.5 shall be submitted or directed exclusively to Agent, or such other individuals as Agent may designate in writing from time to time. Notwithstanding anything to the contrary in this Agreement, neither the Company nor any Shareholder on behalf of the Company shall be required to disclose any information to Buyer if such disclosure would, in Agent's sole discretion: (w) cause significant competitive harm to the Shareholders or their respective businesses if the transactions contemplated by this Agreement are not consummated; (x) jeopardize any attorney-client or other privilege; (y) contravene any applicable Law, fiduciary duty or binding agreement entered into prior to the date of this Agreement; or (z) reveal bids received from third parties in connection with transactions similar to those contemplated by this Agreement and any information and analysis (including financial analysis) relating to such bids. Prior to the Closing, without the prior written consent of Agent, which may be

withheld for any reason, Buyer shall not contact any suppliers to, or customers of, the Company regarding the Buyer or the transactions contemplated hereby, and Buyer shall have no right to perform invasive or subsurface investigations of the Facilities. Buyer shall, and shall cause its Representatives to, abide by the terms of the Confidentiality Agreement with respect to any access or information provided pursuant to this Section 4.5.

4.6 Tax Matters.

(a) Tax Treatment. For all applicable Income Tax purposes, the parties intend that (i) the Pre-Closing Reorganization shall have the intended Tax treatment described on Schedule III, and (ii) the acquisition of the Interests shall be treated as the purchase by Buyer, and sale by Seller, of all of the assets (and assumption of the liabilities) of the Company. Within sixty (60) days after the final determination of the Closing Consideration in accordance with Section 2.7, Buyer shall prepare or cause to be prepared and deliver to the Agent the Proposed Allocation for the Agent's review and comment. The Proposed Allocation shall be prepared in accordance with the methodologies set forth on Schedule IV. If the Agent (acting on behalf of the Seller Parties) disagrees with the Proposed Allocation, the Agent may, within forty-five (45) days after delivery of the Proposed Allocation, deliver written notice to Buyer setting forth in reasonable detail the basis for the Agent's disagreement with the Proposed Allocation. In the event that Agent does not provide such a notice of disagreement within such forty-five (45)-day period, Buyer and the Seller Parties shall be deemed to have agreed to the Proposed Allocation, which shall be final, binding and conclusive for all purposes hereunder. In the event any such notice of disagreement is timely provided, the Proposed Allocation will be final, binding and conclusive for all purposes hereunder except as to the disagreements duly raised in such notice (and except to the extent the disputed items impact any other allocation), and Buyer and the Agent shall use commercially reasonable efforts for a period of thirty (30) days (or such longer period as they may mutually agree) to resolve any such disagreements with respect to the Proposed Allocation. If, at the end of such period, Buyer and the Agent are unable to resolve such disagreements, then any such remaining disagreements shall be resolved by the Accounting Firm in accordance with the procedures and rules set forth in Section 2.7(c) mutatis mutandis (including that the Accounting Firm shall be bound by Schedule IV). Buyer and the Seller Parties shall file, or cause to be filed, all required Tax Returns (including IRS Form 8594) in a manner consistent with the foregoing intended Tax treatment and final allocation of the Purchase Price, as finally agreed or determined pursuant to this Section 4.6, and none of the Seller Parties nor Buyer shall take any position inconsistent with such intended Tax treatment or allocation on any Tax Return or otherwise, unless required to do so pursuant to applicable Law or following a determination by the applicable Taxing Authority.

(b) Returns for Pre-Closing Tax Periods and Straddle Periods.

(i) Agent, at the Shareholders' expense, shall prepare and timely file, or cause to be prepared and timely filed, (A) all Tax Returns for the Company for any Pre-Closing Tax Period that are required to be filed by the Company or the Seller after the Closing Date and are for Pass-Through Taxes, and (B) the Form 1120-S (and applicable state and local "S corporation" Income Tax Returns) of the Seller (as the successor "S corporation" of the Company) for the period that includes the Closing Date (each, a "Pass-Through Tax Return"). If any such Pass-Through Tax Return is required to be filed by the Company, the Acquirors shall (or shall cause the Company to) file such Tax Return in the form prepared by Agent. Each Pass-Through Tax Return shall be prepared by Agent in a manner consistent with the Company's past practices, unless otherwise required by applicable Law. Agent shall submit to Buyer for review and comment each Pass-Through Tax Return at least thirty (30) days prior to filing, and shall consider in good faith any revisions to the Pass-Through Tax Return as are reasonably requested by Buyer. The Acquirors, at their expense, shall prepare or cause to be prepared and file or cause to be filed all other Tax Returns (other than the Pass-Through Tax Returns) for the Company that are filed after the Closing Date.

(ii) In the case of a Straddle Period, to the extent necessary to determine the allocation of Taxes for such Straddle Period for purposes of this Agreement, the Taxes allocated to the portion of such Straddle Period ending at the Effective Time (the “Pre-Closing Straddle Period”) will be: (A) Taxes, other than those Taxes referred to in clause (B) below, shall be determined by means of an interim closing of the books and records of the Company as of the Effective Time, and (B) property Taxes and ad valorem Taxes attributable to a Straddle Period shall be allocated between such two periods in proportion to the number of days in each such period.

(iii) All Transaction Tax Deductions shall be reported on a Pass-Through Tax Return to the extent permitted by applicable Law based upon a “more likely than not” (or higher) level of confidence, or, in the case of a Straddle Period, shall be allocated solely to the Pre-Closing Straddle Period.

(c) Tax Matters Cooperation. After the Closing, the Acquirors, the Company, and the Agent shall reasonably cooperate, as and to the extent reasonably requested by the other parties hereto, in connection with the filing, preparation and review of Tax Returns and any Tax Claims. Such cooperation shall include, upon the Agent’s request, providing records and information that are reasonably relevant to any such matters, making employees available on a mutually convenient basis to provide additional information, and explaining any materials provided pursuant to this Section 4.6, and obtaining any certificate or other document reasonably requested by the Agent as may be necessary to mitigate, reduce, or eliminate any Tax that could be imposed. Acquirors and the Company shall not destroy or dispose of any Tax workpapers, schedules or other materials and documents supporting Tax Returns of the Company for Pre-Closing Tax Periods or Pre-Closing Straddle Periods until the seventh (7th) anniversary of the Closing Date, without the prior written consent of Agent, and before any disposition or destruction of such materials at any time, Buyer shall give thirty (30) days prior written notice of any such proposed disposition or destruction to the Agent, and the Agent shall have the right, in its sole discretion, to take possession of such materials and documents. After the Closing, the Company shall (and Acquirors shall cause the Company to) use its commercially reasonable efforts to promptly notify Agent upon receipt by the Company of written notice of any Tax Claims with respect to Seller (as the successor “S-corporation” of the Company) or Pass-Through Taxes of or attributable to the Company.

(d) Limitation on Actions Affecting Pass-Through Taxes. On or after the Closing Date, none of the Acquirors, the Company, or any of their respective Affiliates shall, without the prior written consent of the Agent, (i) file any original Tax Return of the Company for a Pre-Closing Tax Period or Pre-Closing Straddle Period in a manner inconsistent with the past practices of the Company Group, or (ii) amend any Tax Return of the Company for any Pre-Closing Tax Period or Pre-Closing Straddle Period in each case, if such action would reasonably be expected to adversely affect the Taxes of Seller or Pass-Through Taxes of or attributable to the Company.

4.7 Insurance. Following the Closing Date, the Shareholders and, after the Pre-Closing Reorganization, Seller, and the Agent shall reasonably cooperate and assist the Buyer to cause any carrier that has underwritten any global, primary casualty, and excess liability insurance policies that provide insurance coverage to the Company on an “occurrence” basis (the “Occurrence Policies”) to continue to make coverage available to the Company following the Closing Date for claims arising out of occurrences prior to the Closing Date. The Shareholders acknowledge the right of the Buyer, to the extent provided pursuant to any applicable insurance policies, to access the benefit of insurance for such pre-Closing occurrences under the historic Occurrence Policies which have provided coverage to the Company, to issue notice of claims under any Occurrence Policies, to present such claims for payment and to collect insurance proceeds related thereto. In connection with the foregoing, the Shareholders and, after the Pre-Closing Reorganization, Seller shall cause the Buyer to be named as an additional insured under each of the Occurrence Policies effective immediately upon the Closing. Effective as of the Closing (or as promptly as

practicable following the Closing, but retroactively effective to the Closing Date), the Shareholders and, after the Pre-Closing Reorganization, Seller, shall have caused the Company to purchase (i) a tail insurance policy for all of the Company's "claims made" insurance policies (the "Tail Policies") providing coverage in force as of the date hereof and for a period of not less than two (2) years for any claims arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated hereby), and (ii) one or more prepaid liability insurance policies providing coverage for discontinued completed operations (the "Completed Operations Policies") with coverage limits, in the aggregate, of no less than \$[REDACTED] which policies shall cover the three (3) year period immediately following the Closing Date. The premiums, costs, Taxes and expenses to purchase the Tail Policies shall be borne entirely by Seller and the Shareholders. The premiums, costs, Taxes, and expenses to purchase the Completed Operations Policies shall be split equally between the Shareholders and Seller, on the one hand, and the Buyer, on the other hand. The Tail Policies shall name the Company as the primary insured under such policies and shall name "C.W. Roberts Contracting, Incorporated" and "Construction Partners, Inc." as additional insureds.

4.8 R&W Insurance. The parties acknowledge that, as of the date hereof, Buyer has obtained the R&W Insurance Binder. The parties further acknowledge that obtaining the R&W Insurance Policy is a material inducement to the Shareholders entering into the transactions contemplated by this Agreement, and the Shareholders are relying on Buyer's covenants and obligations set forth in this Section 4.8. Buyer, on the one hand, and Seller, on the other hand, each shall be responsible for payment of one-half of the cost of all fees, expenses and premiums relating to the procurement and binding of the R&W Insurance Policy. Prior to and after the Closing, Buyer shall take all commercially reasonable actions necessary to complete the conditions in the R&W Insurance Binder within the times set forth therein so that the R&W Insurance Provider will issue the R&W Insurance Policy, including, without limitation, prior to or after the Closing and within the times set forth in such R&W Insurance Binder, and delivery of the required "No Claims Declaration" (as defined in the R&W Insurance Policy). The R&W Insurance Policy shall provide that (a) the R&W Insurance Provider may not seek to enforce, or enforce, any subrogation rights it might have against the Shareholders or any of their Affiliates or Representatives, except in the case of Actual Fraud, and (b) the Buyer is not obligated to bring any claim against the Shareholders prior to bringing a claim against the R&W Insurance Policy. Following the Closing, the R&W Insurance Policy may not be amended in any manner adverse to the Shareholders (including with respect to the subrogation provisions).

4.9 Further Assurances; Wrong Pockets.

(a) On and after the Closing Date, the Shareholders and Buyer shall cooperate and use all of their respective commercially reasonable efforts to take or cause to be taken all appropriate actions and do, or cause to be done, all things necessary or appropriate to consummate and make effective the transactions contemplated hereby, including the execution of any additional documents or instruments of any kind, the transfer of assets or property, the obtaining of consents which may be reasonably necessary or appropriate to carry out any of the provisions hereof, and the taking of all such other actions as such party may reasonably be requested to take by the other party hereto from time to time, consistent with the terms of this Agreement and the Transaction Documents contemplated hereby, in order to effectuate the provisions and purposes hereof and thereof and the transactions contemplated hereby and thereby.

(b) To the extent that, during the twelve (12) months following the Closing Date, Buyer or Shareholder discovers that any assets:

(i) intended to be directly or indirectly transferred to Seller (or to the Shareholders or another Affiliate thereof) in connection with Pre-Closing Reorganization were not transferred to the Seller Parties or their Affiliates at or prior to Closing (each, a "Seller Asset"),

Buyer shall, and shall cause its Affiliates (including the Company) to (i) promptly assign and transfer all right, title and interest in such Seller Asset to the Seller (or to the Shareholders or their designated assignee), and (ii) pending such transfer, (A) hold in trust such Seller Asset and provide to the Seller Parties or their designated assignee all of the benefits associated with the ownership of the Seller Asset, and (B) cause such Seller Asset to be used or retained as may be reasonably instructed by Agent.

(ii) not intended to be transferred to the Seller Parties or their Affiliates in connection with Pre-Closing Reorganization were transferred to the Seller Parties or their Affiliates at or prior to Closing (each, a “Company Asset”), Shareholders shall, and shall cause their Affiliates to (i) promptly assign and transfer all right, title and interest in such Company Asset to the Company or its designated assignee, and (ii) pending such transfer, (A) hold in trust such Company Asset and provide to the Company or its designated assignee all of the benefits associated with the ownership of the Company Asset, and (B) cause such Company Asset to be used or retained as may be reasonably instructed by Buyer.

4.10 Indemnification and Exculpation of D&O Indemnified Persons.

(a) In the event of any threatened or actual claim, action, suit, proceeding, or investigation, whether civil, criminal, or administrative (each, a “Proceeding”), in which any Person who is now, or has been at any time prior to the Closing, a director, officer, manager or managing member, or Affiliate of the Company (the “D&O Indemnified Persons”) is, or is threatened to be, made a party thereto based in whole or in part on the fact that such Person is or was a director, officer, manager or managing member, or Affiliate of the Company, whether in any case asserted or arising before, on or after the Closing, the Company shall, to the extent required by the Company’s Organizational Documents, indemnify and hold harmless such D&O Indemnified Person from and against any and all losses, claims, damages, liabilities, costs, expenses (including reasonable attorneys’ fees and expenses in advance of the final disposition of any Proceeding to each D&O Indemnified Person to the fullest extent permitted by Law), judgments, fines, and amounts paid in settlement incurred in connection with or arising out of such Proceeding. Buyer shall not amend the Company’s Organizational Documents in a manner that would reduce, limit or otherwise negatively affect the rights to indemnification, reimbursement, advancement of expenses, or exculpation of any D&O Indemnified Person prior to the Closing.

(b) A D&O Indemnified Person shall notify Buyer of the existence of a Proceeding for which such D&O Indemnified Person is entitled to indemnification under this Section 4.10 as promptly as reasonably practicable after such D&O Indemnified Person learns of such Proceeding; provided, that the failure to so notify shall not affect the obligations of Buyer under this Section 4.10 except to the extent such failure to notify actually materially prejudices the Company. The Buyer, at its expense, shall have the right to control the defense of the Proceeding with counsel selected by Buyer and reasonably acceptable to the D&O Indemnified Person. The D&O Indemnified Person and Buyer shall cooperate fully with each other in connection with the defense of any Proceeding. No settlement of a Proceeding may be made by Buyer without the D&O Indemnified Person’s consent, except for a settlement which requires no more than a monetary payment for which the D&O Indemnified Person is fully indemnified and which does not require the admission of liability. No settlement of a Proceeding may be made by a D&O Indemnified Person without the consent of Buyer, unless such consent is unreasonably withheld, delayed, or conditioned.

(c) At Closing, the Shareholders may elect for the Company to, at the Shareholders’ expense, purchase directors’ and officers’ liability insurance covering Persons who are currently directors or officers of the Company on terms reasonably satisfactory to the Agent for a period of at least six (6) years after the Closing.

(d) The provisions of this Section 4.10 are intended to be for the benefit of, and enforceable by, each D&O Indemnified Person and such D&O Indemnified Person's estate, heirs, and representatives, and nothing herein shall affect any indemnification rights that any D&O Indemnified Person or such D&O Indemnified Person's estate, heirs, and representatives may have under the Company's Organizational Documents or pursuant to any other written agreement with the Company.

(e) The obligations of the Company and Buyer under this Section 4.10 shall continue in full force and effect for a period commencing as of the Effective Time and ending as of the later of (i) the six (6) year anniversary of the Closing and (ii) the date that all applicable statute of limitation periods have expired for any claim or claims for which a D&O Indemnified Person may be entitled to indemnification under this Section 4.10; provided, that all rights to indemnification in respect of any claim for indemnification under this Section 4.10 asserted or made within such period shall continue until the final disposition of such claim.

(f) In the event that after the Closing Date, Buyer, the Company or its successor(s) or assign(s) (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each case, proper provision shall be made so that the successor(s) and assign(s) of the Buyer, the Company, honors the indemnification, insurance, and other obligations set forth in this Section 4.10.

4.11 Books and Records. For a period of seven (7) years after the Closing, Buyer shall (a) retain the books and records (including personnel files) of the Company relating to periods prior to the Closing in a commercially reasonable manner; and (b) upon reasonable notice, afford Agent reasonable access (including the right to make, at Agent's expense, photocopies), during normal business hours, to such books and records. Agent and Agent's Representatives shall be entitled at reasonable times to have access to and to make copies of the books and records and other information of the Company for any purpose relating to a Shareholder's direct and indirect ownership of the Company prior to the Closing. In the event of any litigation or threatened litigation between the parties relating to this Agreement or the transactions contemplated hereby, the covenants contained in this Section 4.11 shall not be considered a waiver by any party of any right to assert the attorney-client privilege.

4.12 Confidential Information. Each Shareholder shall treat and hold as confidential any information concerning the business and affairs of the Company that is not already generally available to the public (the "Confidential Information"), and refrain from using any of the Confidential Information except in connection with this Agreement or on behalf of the Company in the pursuit of the business of the Company. In the event that any Shareholder is requested or required (by oral question or request for information or documents in any legal Proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, such Shareholder shall, if legally permitted to do so, notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 4.12. If, in the absence of a protective order or the receipt of a waiver hereunder, any Shareholder is compelled to disclose any Confidential Information, then such Shareholder may disclose that portion of the Confidential Information that is so requested to be disclosed; provided that, such disclosing Shareholder shall use his, her, or its commercially reasonable efforts to obtain, at the request and sole cost of Buyer, an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed as Buyer shall designate. Notwithstanding the foregoing, the term Confidential Information shall not include, and the restrictions herein shall not be applicable to, any information that: (i) is in the public domain or is developed independently without assistance of or reference to the Confidential Information; (ii) becomes a part of the public domain through no fault of the Shareholders; or (iii) the Shareholders acquire outside of the

relationship between the parties hereto from a third party that is lawfully in possession of such Confidential Information.

4.13 Employment Matters.

(a) From the Closing Date through the date that is twelve (12) months from the Closing Date (or, if earlier, the termination date of an applicable employee), Buyer shall, or shall cause the Company to, provide those employees of the Company who are employed by the Company on the Closing Date ("Company Employees") with compensation and employee benefits that are substantially comparable in the aggregate to such benefits provided under the Company Plans as of the Closing Date. If Buyer replaces a Company Plan, Buyer will grant all Company Employees full credit for all service with the Company prior to the Closing Date for purposes of eligibility, vesting, and determining the level of vacation, paid time off and severance benefits under any benefit or compensation plan, program, policy or agreement maintained by Buyer or its Affiliates that is made available to Company Employees on or after the Closing Date (collectively, the "New Plans") to the same extent such service was recognized immediately prior to the Closing Date by the Company under a similar Company Plan for a similar purpose (provided, however, that no such credit shall be provided to the extent that it would result in a duplication of benefits, relates to a defined benefit pension plan, or such credit is prohibited under the terms of the Company Plan). In addition, Buyer will use reasonable efforts to: (A) cause to be waived all pre-existing condition exclusions and actively at work requirements and similar limitations, eligibility waiting periods and evidence of insurability requirements under any New Plans that provide welfare benefits in which Company Employees commence participation during the plan year in which the Closing Date occurs to the extent such exclusions, requirements or limitations were waived or satisfied by a Company Employee under any Company Plan providing health benefits in which the Company Employee participated immediately prior to the Closing Date; and (B) cause any deductible, co-insurance and out-of-pocket expenses paid by any Company Employee (or covered dependent thereof) prior to the Closing Date (but during the plan year in which the Closing Date occurs) under a Company Plan that provides health benefits during the plan year in which the Closing Date occurs to be taken into account for purposes of satisfying the corresponding deductible, coinsurance and maximum out-of-pocket provisions under any New Plan that provides health benefits to Company Employees, but only for the plan year in which the Closing Date occurs.

(b) Buyer shall take all actions reasonably necessary to, in the case of each Company Plan, either, in Buyer's sole discretion, (i) continue and honor the Company Plan, or (ii) replace the Company Plan with a New Plan that provides reasonably similar benefits, in each case, to the extent that such Company Plan is compliant with the terms thereof and applicable Law. Buyer shall be solely responsible for all liabilities relating to the amendment, termination or alleged termination of any Company Plan (excluding the 401(k) Plan) effective post-closing, and all severance obligations relating to the termination of any employees that becomes effective post-Closing.

(c) At or prior to the Closing, the Company shall, and Seller Parties shall cause the Company to, (a) adopt written resolutions, to be delivered pursuant to Section 2.5 to terminate the 401(k) Plan and 100% vest all participants under the 401(k) Plan, (b) cease contributions to and terminate the 401(k) Plan prior to the Closing Date in accordance with applicable Law and the terms of the 401(k) Plan, with such termination being effective no later than one (1) day immediately prior to the Closing Date, (c) deliver, before or as soon as practicable following the Closing, notice of the 401(k) Plan termination to any trustee custodians of the 401(k) Plan and/or its Assets, and (d) approve the adoption of any amendments needed to bring the 401(k) Plan into compliance with applicable Law at the time of, or prior to, the termination of the 401(k) Plan.

(d) Notwithstanding anything contained herein to the contrary, Buyer shall bear any and all liability for severance obligations arising after the Measurement Time and all obligations under the

WARN Act or other applicable law resulting from employment losses related to the Buyer's decision to not retain certain employees. For the avoidance of doubt, in either such case, Buyer shall be responsible for notices, payments or other obligations due to any employees, and all notices, payments, fines or assessments due to any Governmental Entity pursuant to any applicable federal, state or local Laws, common law, rule or regulation with respect to the employment, discharge, layoff, termination, relocation or reassignment of any employees of the Company by Buyer or the Company after the Closing, including but not limited to foreign, state or local Laws and any rules or regulations as have been issued in connection with the foregoing.

(e) Within three (3) Business Days following the Closing Date, Parent shall offer restricted stock award agreements under the Construction Partners, Inc. 2018 Equity Incentive Plan for Parent Shares with time-based vesting criteria to [REDACTED] having an aggregate fair market value of \$ [REDACTED] (based on the VWAP), which agreements shall provide for vesting as to one-half of the subject Parent Shares on September 30, 2029 and as to the remaining one-half of the subject Parent Shares on September 30, 2030, together with other customary terms and conditions.

4.14 Release. As a material inducement to the Acquirors to enter into this Agreement, effective as of the Closing, each Shareholder, on his or its own behalf and each of such Person's Affiliates (including any company or other entity controlled by any Shareholder, or any company or other entity in which any Shareholder owns, directly or indirectly, any beneficial interest (in each case, whether currently existing or hereafter acquired or formed)) and its and their respective successors and assigns (collectively, the "Releasors") agrees not to sue and fully releases and discharges the Company and their respective directors, officers, managers, employees, assigns and successors (collectively, the "Releasees"), with respect to and from any and all losses, Encumbrances, liabilities, covenants or Actions, of whatever kind or nature in Law, equity or otherwise, whether now known or unknown, and whether or not concealed or hidden, all of which such Person now owns or holds or has at any time prior to the Closing owned or held against the Releasees; provided that nothing in this Section 4.14 will be deemed to constitute a release by any Releasor of any right to enforce its rights under this Agreement or any other agreement contemplated hereby to which such Releasor is a party (including any rights to current or future compensation or benefits to a Releasor incurred in the ordinary course of such Releasor's employment). This Section 4.14 is not intended to be a waiver of any right to indemnification of any equityholder, director, officer, manager or employee of the Company who remains such after the Closing or pursuant to Section 4.10. It is the intention of each of the Shareholders that such release shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention each of the Shareholders hereby expressly waives, effective as of the Closing, any and all rights and benefits conferred upon it, by the provisions of Law and expressly consents that this release will be given full force and effect according to each and all of its express terms and provisions, including those related to unknown and unsuspected claims, demands and causes of action, if any, as those relating to any other claims, demands and causes of action hereinabove specified, but only to the extent such section is applicable to releases such as this. Each of the Releasees is an intended third-party beneficiary of this Section 4.14.

4.15 Governmental Approvals and Other Third-Party Consents.

(a) Each party hereto shall, as promptly as possible, use its commercially reasonable efforts to take, or cause to be taken, all reasonable actions and to do, or cause to be done, all things reasonably necessary, proper or advisable including but not limited to using commercially reasonable efforts to as promptly as practicable, obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Entities that may be or become necessary for its execution and delivery of the Transaction Documents and the performance of its obligations pursuant to the Transaction Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. During the pre-Closing period, Buyer and

the Company shall, and Buyer shall cause its Affiliates to, promptly furnish to each other all information reasonably required for any application or other filing to be made by the other in connection with the transactions contemplated by this Agreement, to the extent that such disclosure of information is permitted by applicable Law. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals. During the pre-Closing period, Buyer will not, and will not permit its Affiliates to, consent or agree to any voluntary delay of the consummation of the transactions contemplated by this Agreement without the prior written consent of the Company, which consent shall not be unreasonably withheld. If required by the HSR Act and if the appropriate filing pursuant to the HSR Act has not been filed prior to the date hereof, each party hereto agrees to use commercially reasonable efforts to make, as promptly as practicable, an appropriate filing pursuant to the HSR Act with respect to the transactions contemplated by the Transaction Documents, and in any event within twenty (20) Business Days after the date hereof and to supply as promptly as practicable to the appropriate Governmental Entity any additional information and documentary material that may be requested pursuant to the HSR Act. Buyer, on the one hand, and Shareholders, on the other hand, each shall be responsible for payment of one-half of any filing fees related to the HSR Act.

(b) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Entity or the staff or regulators of any Governmental Entity, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between any Shareholder with Governmental Entities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Entity or the staff or regulators of any Governmental Entity, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(c) Further, each party shall, and shall cause its subsidiaries, as applicable, to, coordinate and cooperate with each other in connection with their respective efforts to obtain all consents, approvals, authorizations, declarations, releases, waivers, licenses, franchises, Permits, certificates or orders from any Governmental Entity necessary in connection with the consummation of the transactions contemplated by this Agreement, including (i) cooperating in all respects with the other parties in connection with any investigation or other inquiry, (ii) keeping each other promptly informed of any non-ministerial communication received from any Governmental Entity, including the Federal Trade Commission or U.S. Department of Justice regarding any of the transactions contemplated hereby, (iii) jointly develop, and each of the Buyer, its Affiliates, and the Company shall consult and cooperate in connection with the form and content of any analyses, appearances, communications, presentations, memoranda, briefs, arguments, opinions, and proposals made or submitted by or on behalf of any party in connection with Proceedings under or relating to the HSR Act or any other antitrust or competition Laws prior to their submission, and (iv) providing the other parties with a reasonable opportunity to (A) review any proposed communication with any Governmental Entity, (B) consult with the other parties prior to any meeting or conference with any Governmental Entity, and (C) to the extent permitted by such Governmental Entity, attend and participate in such meetings or conferences. For the avoidance of doubt, each party shall furnish the other parties with such necessary information and reasonable assistance as the other parties may reasonably request in connection with its preparation of applicable filings or submissions of information to any such Governmental Entity; provided, however, that the parties may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this

Section 4.15 as “Outside Counsel Only”, in which case such materials and the information contained therein shall be provided only to the outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials or its legal counsel. Anything to the contrary contained in this Section 4.15 notwithstanding, materials provided pursuant to this Section 4.15 may be redacted (1) to remove references concerning confidential information, (2) as necessary to comply with contractual arrangements in effect as of the date hereof, and (3) as necessary to address reasonable privilege concerns.

(d) The Shareholders and Acquirors shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in Part 3.2(c) of the Disclosure Schedule; *provided, however*, that no Shareholder shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested.

(e) Except as specifically required by this Agreement, Buyer and the Company shall not, and Buyer shall cause its Affiliates not to, knowingly take any action, or knowingly refrain from taking any action, the effect of which would be to delay or impede the ability of the Parties to consummate the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, Buyer shall not, and shall not permit any of its Affiliates to, acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entry into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation could reasonably be expected to (i) result in any delay in the obtaining of, or increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Entity or any other Person necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period, (ii) materially increase the risk of any Governmental Entity entering an order prohibiting or delaying the consummation of the transactions contemplated by this Agreement, or (iii) materially delay or delay past the Outside Date the consummation of the transactions contemplated by this Agreement.

4.16 Parent’s Obligations. Parent and Buyer shall be jointly and severally liable for (a) all obligations of Buyer under this Agreement and (b) if the Closing occurs, all obligations of Buyer and the Company under Section 4.10. The Shareholders shall not be required to make any demand upon, or to pursue or exhaust any right or remedy against, Buyer prior to exercising their rights under this Section 4.16, and no delay or omission on the part of the Shareholders in exercising rights hereunder shall operate as a waiver or relinquishment of such rights or remedies. To the extent anything herein could be deemed to be a guarantee or suretyship by Parent, Parent hereby waives any and all defenses available to a guarantor or surety (other than the defense that the obligation has been satisfied).

4.17 Parent’s Future SEC Filings and Exchange Listing. For one-year following the Closing Date, Parent shall (a) timely file with the SEC all required reports under Section 13 or 15(d) of the Exchange Act, as applicable, other than Form 8-K reports, (b) timely submit electronically every Interactive Data File (as such term is defined in Regulation S-T) required to be submitted pursuant to Rule 405 of Regulation S-T, and (c) shall use commercially reasonable efforts to maintain the listing of the Parent Shares on a national securities exchange.

4.18 Triangle Ground Lease. Seller will use commercially reasonable efforts to cause Manheim Remarketing, Inc. (“Manheim”) to enter into the ground lease and purchase option between the Company and Manheim in a form reasonable satisfactory to Buyer (the “Triangle Ground Lease”) for the triangular portion of the property with an address of 1305 Indian Lake Road, Daytona Beach, Florida, as more fully described in the Sketch and Description dated September 8, 2025 prepared by Charles K.

McIntosh, Professional Surveyor (the "Triangle"), which Triangle is adjacent to the Facility located at 3701 Olson Drive, Daytona Beach, Florida site.

4.19 Bonding. From and after the Closing, (a) with respect to all new projects, Buyer shall provide surety and performance bonds issued for its own account, and (b) Buyer and Seller shall cooperate in good faith to effect the release of Seller and its Affiliates from any liability under the existing bonds. Buyer shall indemnify Seller and its Affiliates from any liability arising under the existing bonds.

Article V

CONDITIONS TO CLOSING

5.1 Conditions to Obligations of all Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of the following condition:

(a) No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Governmental Order, whether temporary, preliminary, or permanent, which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

5.2 Conditions to Obligations of the Acquirors. The obligations of the Acquirors to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of the Shareholders and the Company contained in Section 3.1 and Section 3.2, as applicable, except for the Fundamental Representations, shall be true and correct in all respects as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect. Each of the Fundamental Representations shall be true and correct in all respects except for failures, individually and in the aggregate, that are *de minimis* in nature, as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, which must be true and correct in all respects as of that specified date).

(b) The Seller Parties shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by them prior to or on the Closing Date.

(c) The other Transaction Documents shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to Buyer.

(d) A Material Adverse Effect shall not have occurred since the date hereof.

(e) With respect to the Seller Parties and the Company, Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized representative of the Company or the Seller Parties (solely in his or her capacity as such), as applicable, that each of the conditions set forth in Sections 5.2(a) through (d) have been satisfied.

(f) The Seller Parties and the Company shall have completed the Pre-Closing Reorganization.

5.3 Conditions to Obligations of the Seller Parties. The obligations of the Seller Parties to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Agent's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of the Acquirors contained in Section 3.3, except for the Fundamental Representations, shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on the Acquirors' ability to consummate the transactions contemplated hereby. Each of the Fundamental Representations shall be true and correct in all respects except for failures, individually and in the aggregate, that are *de minimis* in nature, as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, which must be true and correct in all respects as of that specified date).

(b) The Acquirors shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by the Acquirors (or any one of them) prior to or on the Closing Date.

(c) The other Transaction Documents shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to Agent.

(d) The Seller Parties shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 5.3(a) through (c) have been satisfied.

(e) The Buyer shall have made the payments contemplated by Section 2.4(a) and made the deliveries contemplated by Section 2.6.

(f) The Seller Parties and the Company shall have completed the Pre-Closing Reorganization.

5.4 Frustration of Closing Conditions. No party hereto may rely on the failure of any condition set forth in Sections 5.1, 5.2, or 5.3, as the case may be, to be satisfied if such failure was caused by such party's failure to comply with any provisions of this Agreement.

Article VI **TERMINATION**

6.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Agent and Buyer;

(b) by Buyer upon written notice to Agent if:

(i) the Acquirors are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Seller Parties pursuant to this

Agreement that would give rise to the failure of any of the conditions specified in Article V and such breach, inaccuracy or failure cannot be cured by the applicable Seller Party by the earlier of (A) December 31, 2025 (the "Outside Date") and (B) the date that is thirty (30) days following receipt of written notice from Buyer describing such breach or failure in reasonable detail; or

(ii) (A) all the conditions set forth in Section 5.1 and Section 5.3 have been satisfied or waived in accordance with this Agreement (other than those conditions that by their nature are to be satisfied at or immediately prior to the Closing; provided, that each such condition is then capable of being satisfied at the Closing), (B) Buyer has irrevocably confirmed to Agent in writing that Buyer is prepared and able to consummate the Closing, and (C) the Seller Parties fail to consummate the Closing by the later of (1) the third Business Day following the date of the notice described in clause (B) and (2) the date the Closing is required to have occurred pursuant to Section 2.2 hereof.

(c) by the Agent upon written notice to Buyer if:

(i) Shareholders are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Acquirors (or any one of them) pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article V hereof and such breach, inaccuracy or failure cannot be cured by the Acquirors by the earlier of (A) the Outside Date and (B) the date that is thirty (30) days following receipt of written notice from the Agent describing such breach or failure in reasonable detail; or

(ii) (A) all the conditions set forth in Section 5.1 and Section 5.2 shall have been satisfied or waived in accordance with this Agreement (other than those conditions that by their nature are to be satisfied at or immediately prior to the Closing; provided, that each such condition is then capable of being satisfied at the Closing), (B) the Agent has irrevocably confirmed to Buyer in writing that the Shareholders are prepared and able to consummate the Closing, and (C) Acquirors fail to consummate the Closing by the later of (1) the third Business Day following the date of the notice described in clause (B) and (2) the date the Closing is required to have occurred pursuant to Section 2.2 hereof.

(d) by either Buyer or Agent in the event that:

(i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited;

(ii) any Governmental Entity shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable; *provided* that the right to terminate this Agreement pursuant to this Section 6.1(d)(ii) shall not be available to any party whose breach of any provision of this Agreement results in such Governmental Order; or

(iii) the Closing shall not have occurred on or before the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 6.1(d)(iii) shall not be available to any party hereto whose breach of any provision of this Agreement resulted in the failure of the Effective Time to have occurred on or before the Outside Date.

6.2 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article VI, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) as set forth in this Article VI, Section 4.4, Section 4.5, and Article VIII hereof; and
- (b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

Article VII **SURVIVAL; INDEMNIFICATION**

7.1 Survival. The parties agree that (a) none of (i) the representations and warranties contained in this Agreement or in any certificate required to be delivered hereunder or (ii) the covenants or agreements contained in this Agreement which require performance at or prior to the Closing (the "Pre-Closing Covenants"), will survive the Closing, (b) the representations and warranties contained herein and in any certificate required to be delivered hereunder are in each case intended solely to facilitate disclosure and to give effect to the Closing conditions set forth in Article V, and (c) the Pre-Closing Covenants are intended solely to give effect to the Closing conditions set forth in Article V. Following the Closing, no party will be entitled to any recovery hereunder in respect of any representations or warranties, except in the case of Actual Fraud, or such Pre-Closing Covenants, and no claim may be brought in respect of such representations and warranties, except in the case of Actual Fraud, or Pre-Closing Covenants whether based in contract or tort or otherwise. Covenants contained in this Agreement which by their terms contemplate performance after the Closing (the "Post-Closing Covenants") will survive the Closing in accordance with their terms. Any claim relating to any breach of any Post-Closing Covenants must be brought prior to their expiration pursuant to this Section 7.1.

7.2 Indemnification by the Seller Parties. From and after the Closing (but subject to the provisions of this Article VII), the Seller Parties, jointly and severally, shall indemnify, defend and hold harmless the Buyer Indemnified Parties from, and pay and reimburse the Buyer Indemnified Parties for, any and all Losses suffered or incurred by any such Buyer Indemnified Party to the extent arising from (a) any nonfulfillment or breach of (or any allegation by any third party that, if true, would be a nonfulfillment or breach of) any Post-Closing Covenant by any Seller Party or Agent; (b) any Closing Indebtedness or Transaction Expenses, in each case, to the extent unpaid and outstanding as of the Closing and not deducted from the Purchase Price in the calculation of Closing Consideration, as finally determined; or (c) any matters set forth on Schedule V attached hereto. The Seller Parties' maximum aggregate liability for all claims for Losses under the Section 7.2 will be limited to an aggregate amount equal to the Purchase Price.

7.3 Indemnification by the Buyer. From and after the Closing (but subject to the provisions of this Article VII), the Buyer shall indemnify the Seller Parties in respect of any and all Losses suffered or incurred by such Persons to the extent arising from any nonfulfillment or breach of any Post-Closing Covenant by the Buyer or Parent.

7.4 Mitigation. Each Person entitled to indemnification hereunder shall use commercially reasonable efforts to mitigate all losses, costs, expenses and damages to the extent required by applicable Law; provided, that nothing herein shall require any such Person to initiate, threaten or otherwise pursue any Action against any Person in respect of such efforts. With respect to the indemnification for zoning contained in Schedule V, Buyer will give leeway to the Agent to work with counsel and Volusia County, at Agent's sole cost and expense, to resolve any alleged failure in zoning compliance.

7.5 Third Party Claims.

(a) If a third party commences a Third-Party Claim, then the Indemnified Party must notify the Indemnifying Party thereof in writing of the existence of such Third-Party Claim and must deliver copies of any documents served on the Indemnified Party with respect to the Third-Party Claim; provided, however, that any failure to notify the Indemnifying Party or deliver copies will not relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced by such failure.

(b) Upon receipt of the notice described in Section 7.5(a), the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party so long as (i) within ten (10) days after receipt of such notice, the Indemnifying Party notifies the Indemnified Party in writing that the Indemnifying Party will indemnify the Indemnified Party from and against any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim; (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder; (iii) the Indemnifying Party is not a party to the Action or the Indemnified Party has determined in good faith that there would be no conflict of interest or other inappropriate matter associated with joint representation; (iv) the Third-Party Claim does not involve, and is not likely to involve, any claim by any Governmental Entity; (v) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief; (vi) settlement of, or an adverse judgment with respect to, the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party; (vii) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently; and (viii) the Indemnifying Party keeps the Indemnified Party apprised of all developments, including settlement offers, with respect to the Third-Party Claim and permits the Indemnified Party to participate in the defense of the Third-Party Claim.

(c) So long as the Indemnifying Party is conducting the defense of the Third-Party Claim in accordance with Section 7.5(b), (i) the Indemnifying Party will not be responsible for any attorneys' fees incurred by the Indemnified Party regarding the Third-Party Claim (other than attorneys' fees incurred prior to the Indemnifying Party's assumption of the defense pursuant to Section 7.5(b)); and (ii) neither the Indemnified Party nor the Indemnifying Party will consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the other party, which consent will not be withheld unreasonably.

(d) If any condition in Section 7.5(b) is or becomes unsatisfied, (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third-Party Claim in any manner it may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith); (ii) the Indemnifying Party shall reimburse the Indemnified Party promptly and periodically (but no less often than monthly) for the costs of defending against the Third-Party Claim, including attorneys' fees and expenses; and (iii) the Indemnifying Party shall remain responsible for any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim to the fullest extent provided in this Article VII.

7.6 Determination of Loss Amount. The amount of any recovery by any Indemnified Party pursuant to this Article VII shall be calculated net of the proceeds actually recovered by such Indemnified Party under any policies of insurance with respect to such claim net of any costs and expenses incurred in obtaining such insurance proceeds, including the present value of any increases in insurance premiums, and deductible or retention amounts. If the amount to be netted pursuant to the preceding sentence from any payment to any Indemnified Party pursuant to this Article VII is determined after payment by the Indemnifying Party of any amount otherwise required to be paid to an Indemnified Party under this Article VII, the Indemnified Party shall repay to the Indemnifying Party (and, in the case of the Agent, for further

distribution to the applicable Seller Party) promptly after such determination, any amount that the Indemnifying Party would not have had to pay pursuant to this Article VII had such determination been made at the time of such payment.

7.7 Manner of Payment. The Buyer may, at its election and in its sole discretion, set off any amount to which any Buyer Indemnified Party may be entitled to under this Article VII against any amount otherwise payable by the Buyer or Parent to the Seller Parties or Agent pursuant to this Agreement or any other Transaction Document. The exercise of such set-off right in good faith, whether or not ultimately determined to be justified, shall not constitute a breach or event of default under this Agreement. If the Buyer does not exercise such set-off right, the Buyer may, subject to the other limitations in this Article VII, seek payment directly from the Seller Parties. Without limiting the foregoing, any indemnification pursuant to this Article VII shall be effected by wire transfer of immediately available funds to the account(s) designated by the applicable Indemnified Party within 15 days after the final determination thereof.

7.8 Exclusive Remedy. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES, ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, THAT NO SELLER PARTY OR ANY SELLER AFFILIATE WILL HAVE ANY DIRECT OR INDIRECT LIABILITY (DERIVATIVELY OR OTHERWISE) WITH RESPECT TO ANY BREACH OR INACCURACY OF ANY REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT, EXCEPT IN THE CASE OF ACTUAL FRAUD. BUYER FURTHER ACKNOWLEDGES AND AGREES, ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, THAT BUYER'S ONLY RECOURSE IN THE EVENT OF ANY BREACH OR INACCURACY OF ANY REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT WILL BE TO FILE A CLAIM UNDER THE R&W INSURANCE POLICY, EXCEPT IN THE CASE OF ACTUAL FRAUD. The provisions of this Article VII, including the limited remedies provided herein, were specifically bargained-for by the parties to this Agreement, and were taken into account by the parties in arriving at the amount of the Purchase Price. The Seller Parties have expressly relied upon the provisions of this Section 7.8, including the limited remedies provided herein, in agreeing to accept the Purchase Price and in agreeing to provide the specific representations and warranties set forth in this Agreement. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall (i) limit a Person's right to bring a claim or recover Losses for Actual Fraud or (ii) limit amounts recoverable by Buyer under the R&W Insurance Policy.

7.9 No Recourse. This Agreement may only be enforced against, and any Proceeding based upon or arising out of this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto (excluding, for the avoidance of doubt, the Shareholders and Seller), or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim or Action based on, in respect of or by reason of the transactions contemplated hereby.

Article VIII

ADDITIONAL OPERATIVE PROVISIONS

8.1 Assignment; Binding Effect. This Agreement and the rights hereunder are not assignable unless such assignment is consented to in writing by (a) the Buyer, and (b) the Shareholders (after the Closing, the Agent for the Shareholders), and any purported assignment in violation of the foregoing shall be null and void. Notwithstanding the foregoing or anything else to the contrary in this Agreement, after

the Closing, Seller shall have the right, without the need for the consent of Buyer, to assign and delegate its rights and obligations under this Agreement (including all rights to receive any and all post-Closing payments) to the Shareholders in connection with the liquidation and dissolution of Seller. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or permitted assigns.

8.2 Choice of Law. This Agreement and all claims arising from and relating to this Agreement and its negotiation, execution, performance or non-performance, interpretation, termination, construction, and all claims or causes of action (whether in contract, in tort, at Law, or otherwise) that may be based upon, arise out of, or relate to this Agreement and the transactions contemplated hereby (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in connection with this Agreement or as an inducement to enter this Agreement) shall be exclusively governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without regard to the conflicts of Laws rules thereof.

8.3 Legal Proceedings.

(a) All Proceedings arising from or relating to this Agreement, or its negotiation, execution, performance or non-performance, interpretation, termination, or construction, and all claims or causes of action (whether in contract, in tort, at law, or otherwise) that may be based upon, arise out of, or relate to this Agreement and the transactions contemplated hereby (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in connection with this Agreement or as an inducement to enter this Agreement), shall be exclusively brought in a state or federal court having jurisdiction over Daytona Beach, Florida. By executing and delivering this Agreement, each party hereto irrevocably (a) accepts generally and unconditionally the exclusive jurisdiction and venue of such courts, (b) waives any objections which such party may now or hereafter have to the laying of venue of any of the aforesaid Proceedings in the courts referred to in clause (a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that such Proceeding brought in any such court has been brought in an inconvenient forum, (c) agrees that service of all process in any such Proceeding in any such court may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 8.5, and (d) agrees that service as provided in clause (c) above is sufficient to confer personal jurisdiction over such party in any such Proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(b) Each party hereto acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any judicial Proceeding described in Section 8.3(a).

8.4 Agent. Subject to this Section 8.4, [REDACTED] will act as the "Agent" under this Agreement. The Agent has the full power and authority on behalf of the Shareholders (and, upon its formation pursuant to the Pre-Closing Reorganization, the Seller) to take any and all actions and make any and all determinations in respect of this Agreement and/or the transactions contemplated hereby. Without limiting the generality of the foregoing, the Agent is authorized to (a) negotiate, execute, and deliver all amendments, modifications, and waivers to this Agreement or any other agreement, document, or instrument contemplated by this Agreement and (b) take all actions on behalf of the Shareholders and the Seller in connection with any claims or disputes with respect to this Agreement or the transactions contemplated hereby, to initiate, prosecute, defend, and/or settle such claims and disputes. The Agent is entitled to engage counsel and other advisors. Further, with respect to any employees of the Company that are not retained by Buyer post-Closing, the Agent is entitled, in its discretion, to pay such employees for any services provided to the Company post-Closing. The Agent shall not be liable to the Shareholders or

the Seller for any action taken by him pursuant to this Agreement, and the Shareholders (on a pro-rata basis, based on their Pro-Rata Percentages) and the Seller shall indemnify and hold the Agent harmless from any Losses arising out of his serving as Agent hereunder, including legal fees and other expenses that the Agent incurs in the course of his services, except in each case if and to the extent the Agent has engaged in bad faith or willful misconduct as finally determined by a court of competent jurisdiction. The Agent is serving in that capacity solely for purposes of administrative convenience, and is not personally liable for any of the obligations of the Shareholders or the Seller hereunder solely on account of serving as the Agent, and Buyer and the Company agree that they will not look to the underlying assets of the Agent for the satisfaction of any obligations of the Company, the Shareholders or the Seller. Any Person serving as the Agent hereunder may resign as Agent upon at least ten (10) days prior written notice to the Shareholders and Buyer. The Shareholders (by a written consent executed by a majority of the Shareholders, based on their Pro-Rata Percentages) may remove the Agent, and in such event shall appoint, and may remove, a replacement Person or Persons to serve as Agent hereunder, who will be considered an "Agent" for all purposes of this Agreement. All rights of an Agent to indemnification hereunder shall survive such Agent's death, resignation, or removal. The Seller and Shareholders (on a pro-rata basis, based on their Pro-Rata Percentages) shall reimburse the out of pocket fees and expenses (including legal, accounting and other advisors' fees and expenses, if applicable) incurred by Agent in performing all of his duties and obligations under this Agreement. A decision, act, consent or instruction of the Agent will constitute a decision of all Shareholders and Seller and will be final, binding and conclusive upon each such Shareholder and Seller, and Buyer (and the Company following the Closing) may conclusively, and without independent investigation or inquiry, rely upon any such decision, act, consent or instruction of the Agent as being a decision, act, consent or instruction of each such Shareholder and the Seller, and none of the Buyer (or the Company following the Closing) or any of its Representatives shall have any liability or obligation to any Person in respect thereof, including with respect to the calculations set forth in the Estimated Closing Consideration Certificate. The Agent shall use reasonable best efforts to keep the Shareholders reasonably informed with respect to actions of the Agent.

8.5 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) if delivered personally or actually received, as of the date received, (b) if delivered by certified mail, return receipt requested, five (5) Business Days after being mailed, (c) if delivered by a nationally recognized overnight delivery service, one (1) Business Day after being deposited with such delivery service for next Business Day delivery, or (d) if sent via facsimile, electronic mail, or similar electronic transmission, as of the date received, to such party at its address set forth below (or such other address as it may from time to time designate in writing to the other parties hereto):

If to an Acquiror or, following the Closing, the Company to:

C.W. Roberts Contracting, Incorporated
c/o Construction Partners, Inc.
200 Grove Park Lane, Suite 630
Dothan, Alabama 36305
Email: rybrooks@constructionpartners.net
Attention: Ryan Brooks

with courtesy copies to (which shall not constitute notice):

Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203
Email: tstabler@maynardnexsen.com; snewman@maynardnexsen.com

Attention: Trice Stabler and Spencer Newman

If to the Agent, Shareholders, or prior to Closing, the Company to:

387 North Beach Street
Ormond Beach, Florida 32174
Email: timphillips@pandspavinginc.com
Attention: Timothy W. Phillips

with courtesy copies to (which shall not constitute notice):

Hill, Ward & Henderson, P.A.
Suite 3700, Bank of America Plaza
101 East Kennedy Boulevard
Tampa, Florida 33602
United States of America
Attention: David S. Felman
Email: dave.felman@hwhlaw.com

8.6 Headings. The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement.

8.7 Fees and Expenses. Except as otherwise specified in this Agreement, each party hereto shall bear its own costs and expenses (including investment advisory and legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby; provided that Buyer shall be responsible for all Transfer Taxes and shall be responsible for filing, at its expense, all Tax Returns related to Transfer Taxes.

8.8 Entire Agreement; Schedules. This Agreement (including the exhibits and schedules hereto) and the other Transaction Documents executed and delivered among the parties hereto at or in connection with the Closing constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter; provided, however, that this Agreement shall not supersede the terms and provisions of the Confidentiality Agreement, which shall survive and remain in effect until expiration or termination thereof in accordance with its terms and Section 4.5 of this Agreement. Any disclosure in any Part of the Disclosure Schedule referenced by a particular section or subsection in this Agreement shall be deemed to have been disclosed only (i) with respect to such Part and (ii) any other Part of the Disclosure Schedule solely to the extent the relevance of such disclosure to such other Part of the Disclosure Schedule is reasonably apparent on its face, notwithstanding the omission of an appropriate cross-reference. No information set forth on any Part of the Disclosure Schedule shall be deemed to broaden in any way the scope of the Company's or any Shareholder's representations and warranties or to create any covenant. The inclusion of an item on any Part of the Disclosure Schedule is not evidence of the materiality of such item for purposes of this Agreement or otherwise and shall not establish a standard of materiality or represent a determination that such item is a disclosure required under the Agreement. Any description of any agreement, document, instrument, plan, arrangement, or other item set forth on any Schedule hereto is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item, copies of which have been made available to Buyer. No disclosure in any Part of the Disclosure Schedule relating to any possible breach or violation of any agreement, Permit, license, or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred, or shall constitute an admission of liability to any third party. The heading to each Part of the

Disclosure Schedule is inserted for convenience only and shall not create a different standard for disclosure than the language set forth in this Agreement.

8.9 Interpretation.

(a) When a reference is made to an Article, Section, or Schedule, such reference shall be to an Article, Section, or Schedule of or to this Agreement unless otherwise indicated and the Disclosure Schedule shall be considered a Schedule to this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Unless the context requires otherwise, words using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders. References to “dollars” or “\$” are to U.S. dollars. The terms “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement. The word “party” in respect of this Agreement refers to the Company, Buyer, Parent, or any Shareholder, and the word “parties” refers to the Company, Buyer, Parent, and Shareholders, collectively. Accounting terms which are not otherwise defined in this Agreement or in the Accounting Principles have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement or in the Accounting Principles is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement or the Accounting Principles, as applicable, will control.

(b) The parties hereto are sophisticated and have been represented by lawyers throughout the negotiation of the transactions contemplated hereby, which lawyers have carefully negotiated the provisions hereof to reflect the parties’ intentions. As a consequence, the parties hereto do not intend for the presumptions set forth in Laws or rules relating to the construction or interpretation of contracts against the drafter of any particular clause to be applied in any manner whatsoever to this Agreement, which was prepared jointly by the parties hereto, or any Schedule or Exhibit hereto, and therefore waive their effects in all respects.

8.10 Waiver and Amendment. Except as otherwise specified herein, this Agreement may be amended, modified, supplemented, or the performance hereof waived only by a written mutual agreement executed and delivered by Buyer and the Agent. Any amendment, modification, supplement or waiver affected in accordance with this Section 8.10 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waiver or failure to insist upon strict compliance with any obligations, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8.11 Third-party Beneficiaries. Except as otherwise specifically set forth in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein express or implied shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

8.12 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

8.13 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission,

by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

8.14 Specific Performance.

(a) The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. Subject to the following sentence, the parties acknowledge and agree that (i) the parties shall be entitled to an injunction or injunctions, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 8.3 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement and (ii) the right of specific performance is an integral part of the transactions contemplated by this Agreement and without that right, none of the parties would have entered into this Agreement. Each of the parties hereto agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties hereto have an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.14 shall not be required to provide any bond or other security in connection with any such order or injunction. Additionally, Buyer shall reimburse the Company and Shareholders promptly with respect to their reasonable legal fees and costs to seek specific performance under this Section 8.14. For the avoidance of doubt, the Shareholders shall be entitled to cause Parent and Buyer to consummate the Closing, by a decree of specific performance if all of the conditions set forth in Article V hereof have been satisfied or waived (other than those conditions which by their terms are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) and the Shareholders have irrevocably confirmed in writing that they are ready, willing and able to consummate the Closing, subject to the limitations set forth in Section 2.2.

(b) To the extent any party hereto brings any Action in accordance with this Agreement to enforce specifically the performance of the terms and provisions of this Agreement prior to the Closing, the Outside Date shall automatically be extended by (i) the amount of time during which such Action is pending, plus twenty (20) Business Days, or (ii) such other time period established by the court presiding over such Action.

(c) Nothing in this Section 8.14 shall require the Shareholders to seek (or limit their right to seek) specific performance under this Section 8.14 prior to or as a condition to exercising any termination right under Article VI (and pursuing claims after such termination), nor shall the exercise of their right to seek specific performance pursuant to this Section 8.14 or anything set forth in this Section 8.14 reduce, restrict, or otherwise limit the Shareholders’ right to terminate this Agreement pursuant to Article VI or pursue all applicable remedies at Law, including seeking money damages.

8.15 Attorney-Client Privilege and Conflict Waiver. Hill, Ward & Henderson, P.A. (the “Corporate Law Firm”), Holland & Knight LLP (the “Environmental Law Firm”), and McDermott Will & Schulte LLP (the “Anti-Trust Law Firm”, and collectively with the Corporate Law Firm and the Environmental Law Firm, the “Law Firms” and each, a “Law Firm”) has represented the Company in connection with this Agreement and the other Transaction Documents contemplated hereby and the transactions contemplated hereby and thereby (the “Transaction Engagement”) and in that connection, not as counsel for any other Person, including any Acquiror. The parties hereto recognize the commonality of interest that exists prior to the Closing, and the parties agree that the existence of such commonality of

interest prior to the Closing should continue to be recognized after the Closing. Specifically, the parties agree that the Acquiror shall not, and shall not cause the Company to, and shall cause the Company not to, seek to have any Law Firm disqualified from representing the Shareholders in connection with any dispute that may arise between any Shareholder, on the one hand, and Acquiror, the Company or their respective Affiliates, on the other hand, in connection with this Agreement or the transactions contemplated hereby. Further, notwithstanding that the Company is or was a client of the Law Firms, upon and after the Closing, all communications between the Company and any Law Firm in the course of the Transaction Engagement shall be deemed to be attorney-client confidences that belong solely to the Shareholders and not the Company or Acquiror. Acquiror shall not have access to any such communications, or to the files of the Law Firm relating to the Transaction Engagement. Without limiting the generality of the foregoing, notwithstanding that the Company was a client, in the Transaction Engagement or otherwise, upon and after the Closing: (a) the Agent (and not Acquiror or the Company) shall have the right to decide whether or not to waive the attorney-client privilege that may apply to any communications between the Company and any Law Firm that occurred prior to the Closing in connection with the Transaction Engagement, (b) to the extent that files of any Law Firm in respect of the Transaction Engagement constitute property of the client, only the Shareholders shall hold such property rights, and (c) the Law Firms shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Company, Acquiror, or any of their respective Affiliates by reason of any attorney-client relationship between any Law Firm and the Company or otherwise. If the Shareholders so desire, and without the need for any consent or waiver by the Company or Acquiror, each Law Firm shall be permitted to represent such Sellers after the Closing in connection with any matter, including anything related to the transactions contemplated by this Agreement and the other Transaction Documents contemplated hereby and the transactions contemplated hereby and thereby. Without limiting the generality of the foregoing sentence, after the Closing, each Law Firm shall be permitted to represent the Shareholders, any of their respective Affiliates, equityholders, or Representatives, or any one or more of them, in connection with any negotiation, transaction, or dispute ("dispute" includes litigation, arbitration, or other adversarial Proceedings) with Acquiror, the Company, or any of their respective Affiliates under or relating to this Agreement and the other Transaction Documents contemplated hereby and the transactions contemplated hereby and thereby. Upon and after the Closing, the Company shall cease to have any attorney-client relationship with each Law Firm, unless such Law Firm is specifically engaged in writing by the Company to represent it after the Closing and either such engagement involves no conflict of interest with respect to the Shareholders or the Shareholders consent in writing at the time to such engagement. Any such representation by any Law Firm after the Closing does not affect the provisions of this Section 8.15. For example, and not by way of limitation, even if a Law Firm is representing the Company after the Closing, such Law Firm shall be permitted to simultaneously represent the Shareholders in any matter, including any disagreement or dispute relating hereto. Each of the parties to this Agreement consent to the foregoing arrangements and waive any actual or potential conflict of interest that may be involved in connection with any representation by any Law Firm hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Equity Purchase Agreement to be executed as of the day and year first above written.

COMPANY:

P & S PAVING, INC., a Florida corporation

By: 
Name: Timothy W. Phillips
Title: President

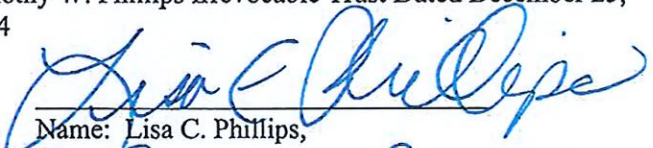
AGENT:


Timothy W. Phillips

[Signatures continue on following page]

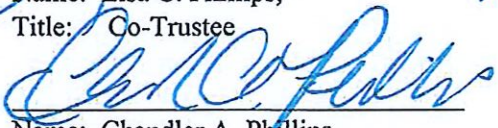
SHAREHOLDERS:

Timothy W. Phillips Irrevocable Trust Dated December 25, 2024

By: 

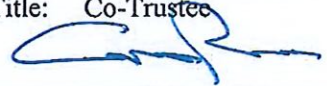
Name: Lisa C. Phillips,

Title: Co-Trustee

By: 

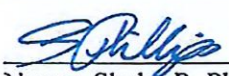
Name: Chandler A. Phillips

Title: Co-Trustee

By: 

Name: Colton R. Phillips

Title: Co-Trustee

By: 

Name: Skylar R. Phillips

Title: Co-Trustee

Timothy W. Phillips Revocable Trust Dated April 23, 2001

By: 

Name: Timothy W. Phillips

Title: Trustee

Phillips Family Irrevocable Trust Dated March 31, 2025

By: 

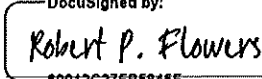
Name: Timothy W. Phillips

Title: Trustee

[Signatures continue on following page]

BUYER:

C.W. ROBERTS CONTRACTING,
INCORPORATED,
a Florida corporation

By: 
69012C27FB5845F
Name: Robert P. Flowers
Title: President

PARENT:

CONSTRUCTION PARTNERS, INC.,
a Delaware corporation

By: _____
Name: Fred J. Smith, III
Title: President and Chief Executive Officer

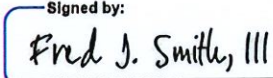
BUYER:

C.W. ROBERTS CONTRACTING,
INCORPORATED,
a Florida corporation

By: _____
Name: Robert P. Flowers
Title: President

PARENT:

CONSTRUCTION PARTNERS, INC.,
a Delaware corporation

By:  _____
Name: Fred J. Smith, III
Title: President and Chief Executive Officer

Schedule I

Capitalization Schedule

Shareholder	Common Stock	Pro-Rata Percentage
Timothy W. Phillips Irrevocable Trust Dated December 25, 2024	74.1017302754019	37.05%
Timothy W. Phillips Revocable Trust Dated April 23, 2001	55.8982697245981	27.95%
Phillips Family Irrevocable Trust Dated March 31, 2025	70	35.00%
TOTAL	200	100.00%

Schedule II

Accounting Principles

Section 1 – Accounting Hierarchy

The Closing Cash, Closing Indebtedness, Closing Working Capital, Work-in-Process, and Sellers' Expenses (together "the Calculations") and the calculations set forth therein shall be calculated and prepared in accordance with the following:

- (a) the Specific Accounting Principles set forth below;
- (b) the same accounting principles, practices, procedures, policies, methods, consistent classifications, conventions, categorizations, definitions, assumptions, judgments, inclusions, exclusions and methodologies, estimation methods, valuation methods and techniques (including any of the foregoing as they relate to the nature of accounts, calculation of levels of reserves or levels of accruals), as used in the preparation of the Interim Financial Statements as of August 31, 2025.
- (c) to the extent not addressed by paragraphs (a) and (b), GAAP as in effect as of Closing Date.

For the avoidance of doubt, paragraph (a) shall take precedence over paragraphs (b) and (c), and paragraph (b) shall take precedence over paragraph (c). All capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Agreement.

Section 2 – Specific Accounting Principles

The "Specific Accounting Principles" means the accounting principles, practices, procedures, policies, methods, consistent classifications, conventions, categorizations, definitions, assumptions, judgments, inclusions, exclusions and methodologies, estimation methods, valuation methods and techniques (including any of the foregoing as they relate to the nature of accounts, calculation of levels of reserves or levels of accruals) set forth below:

General preparation policies

1. The Calculations shall be calculated on the basis that the Company is a going concern.
2. All the provisions of this Section 2 and the calculations of Closing Cash, Closing Indebtedness, Closing Working Capital, Work-in-Process, and Sellers' Expenses (including any estimates of the foregoing) shall be interpreted so as to avoid double counting (whether positive or negative) of any item.
3. Except as otherwise stated in these Specific Accounting Principles, there shall be no change in the classification (a) to a current liability of any liability that has not previously been characterized as a current liability in Schedule II-A below or (b) to a long-term asset of any asset that has previously been characterized as a current asset in Schedule II-A below.
4. The Calculations shall not include (i) the effects of the contemplated change of control or ownership of the Company to occur at the Closing (except in respect of the calculation of Closing Indebtedness or Sellers' Expenses), (ii) any changes in assets or liabilities as a result of any purchase accounting, fair value accounting or other adjustment arising out of the consummation of the Agreement (other than any such changes contemplated by these Specific Accounting

Principles) or (iii) the effects of any post-Closing reorganizations or the post-Closing obligations and intentions of Buyer.

5. The Calculations shall be prepared so as to not include any liability to the extent such liability will be assumed or settled by Sellers at or after the Closing.
6. Except as otherwise stated in these Specific Accounting Principles, account will be taken of any matter arising or the occurrence of any event after the Closing to the extent that it (a) occurred prior to the date Buyer delivers the Closing Statement to Seller and provides evidence about conditions that existed at the Closing, including the estimates inherent in the process of preparing such calculations and (b) provides objective evidence of conditions that existed as of the Closing Date, consistent with GAAP (as described by GAAP Codification Topic 855 (Subsequent Events)).
7. For the avoidance of doubt, these accounting principles and the procedures for preparing the Calculations are not intended to be used to adjust for errors or omissions that may be found with respect to any of the Interim Financial Statements or any other financial statements or any inconsistencies between any balance sheet (or any similar document) of the Company and GAAP.
8. Except as otherwise stated within these Specific Accounting Principles, (a) the Closing Working Capital shall not include, directly or indirectly, any additional reserve, accrual or liability not reflected within Schedule II-A, and (b) no new class or classes of liabilities, asset reserves, or valuation allowances shall be introduced in the calculation of Closing Working Capital that were not used in the preparation of Schedule II-A.
9. The Statements shall exclude all right of use assets and liabilities required to be recorded as such by ASC 842 in respect of any operating leases.
10. Notwithstanding anything to the contrary, Closing Cash, Closing Indebtedness, Closing Working Capital, and Sellers' Expenses shall exclude the following, in each case, solely to the extent such liabilities are expressly indemnified or assumed under the Agreement and are not known or reasonably knowable as of Closing:
 - a. any contingent liabilities and provisions (including litigation liabilities and environmental liabilities), off balance sheet arrangements, commitments, or guarantees;
 - b. any liabilities in respect of deferred taxation and any liabilities for uncertain Tax positions; and
 - c. any provisions or liabilities with respect to any matter which is the subject of an indemnity or other remedy in favor of the Buyer under the terms of this Agreement.

Specific Asset/Liability Policies

Accounts Receivable

11. The allowance for doubtful accounts shall be calculated as follows:

Any items specifically identified as "*at risk*" (being solely: receivables in respect of customers specifically in bankruptcy proceedings, liquidation, receivership or administration as at the point of Closing (excluding the effects of any of the foregoing after the Closing) in each case, to the extent not received by the date the Closing Consideration Certificate is delivered by Buyer to Agent.

12. No other allowance, contra asset, or reserve shall be included against accounts receivable in respect of any matter.

Completed project revenue

13. For any Percentage of Completion (“POC”) project to be included in Work-in-Process that is completed as of the Closing, the applicable accounts receivable, if any, shall be based on the final contracted entitlement to the extent not yet collected, and subject to any applicable bad and/or doubtful debt reserve (as described further in policy 11 above).

Work-in-Process - Percentage of completion accounting

14. For any POC projects that are work-in-progress or yet to be completed as of the Closing, such projects shall recognize revenue and corresponding balance sheet position (i.e., amounts receivable / accrued revenue, which shall be net of billings through Closing), as the proportion of actual costs incurred to date as of the Closing, compared to the total estimated cost of the project (such projected cost shall be no less than the total estimated cost as of August 31, 2025 (Interim Financial Statements) and shall include known and incurred liquidated damages, if any), in each case, as determined in accordance with policy 16, multiplied by the customer contracted revenue amount, inclusive of any ordinary course customer approved change orders for incremental revenues which are executed in the ordinary course prior to the Closing (such change orders may also have a corresponding increase to the total estimated cost of the project). For the avoidance of doubt, job 18998 is not a POC project, because revenue is recognized as billed, but shall be included within the calculation of Work-in-Process.
- a. For example, if the contractual revenue is \$80, and the full contract projected cost of the project is \$60, and costs incurred through Closing are \$30 ($\$30/\$60 = 50\%$), then the revenue recognized shall be \$40 ($=50\% * \$80$).
15. Each third-party project within WIP shall be allocated (a) the actual amount of all direct costs, comprising labor, labor payroll taxes, direct equipment costs, materials (both internal and external), subcontract cost, third-party haul costs, and other miscellaneous direct costs, (b) indirect equipment (shop allocation), plant and other costs historically allocated by the Company, and (c) on a monthly basis, a proportional share of job overhead costs, comprising the categories of indirect costs set forth in the following table, the total amount of which shall be allocated out at the project level (based on the project revenue for such month, divided by the total active third-party project revenue for the month) in the percentages shown:

Expense Type	Account	Percentage Allocated
Depreciation	8784	25%
Equipment Expense	8854	50%
SSI/ Medicare	8874	50%
W/C Admin	9014	50%
FUTA	9044	50%
SUTA	9054	50%
Life Insurance	9064	50%
Property Taxes	9254	25%
Salaries – Admin	9334	50%
Safety Admin	9344	100%
Hourly – Admin	9354	50%
Other Taxes	9394	100%
Telephone	9414	50%
Uniforms Admin	9444	50%
Utilities	9454	75%

Expense Type	Account	Percentage Allocated
Employer Portion Health	9464	75%
401k Expense Admin	9474	50%
Property Liability	9614	100%
Medical Liability	9624	100%
Quality Control		100%

Further, the insurance cost of \$ [REDACTED] per month is allocated to jobs at a project level.

16. Change orders – Change orders shall be included only to the extent executed prior to Closing or by the date the Closing Statement is delivered with regards to pre-Closing WIP, and without regard to intent unless they are not in the ordinary course of business or lack appropriate documentation (an executed change order, which in the case of projects for the Florida Department of Transportation might be an email communication, being deemed appropriate documentation).

Inventory

17. There shall be no appropriate reserve for excess and obsolete inventory or any other allowance, contra asset, or reserve included against inventory in respect of any matter (including shrinkage, excess, slow-moving inventory, or obsolescence).
18. Inventory quantities shall be based on the inventory records of Sellers as at the Closing, inclusive only of any inventory types that have historically been reflected within inventory on the Company's balance sheet, disregarding the effects of any post-closing inventory count conducted by the Buyer.

Accrued Expenses

19. **WC-02a: Property taxes** – For the avoidance of doubt, the calculation of Closing Working Capital shall include a liability for any real property or personal property taxes. The liability shall be calculated ratably based on a 365-day year and equal $(\text{the number of days between January 1, 2025, and the Closing}) / 365 * \text{the dollar amount of the most recently available tax assessments or notices of proposed assessment as of the Closing}$.
20. **WC-02c: Employee bonuses**: A liability shall be included in respect of 2025 annual bonuses for employees of the Company within the calculation of Closing Working Capital. The bonus shall be calculated ratably based on a 365-day bonus year and equal $(\text{the number of days between January 1, 2025, being the first day of the bonus year, and the Closing}) / 365 * \$ [REDACTED]$ (being the deemed annual bonus amount, inclusive of 7.65% payroll taxes, but excluding the \$ [REDACTED] bonus paid to [REDACTED] and associated \$ [REDACTED] of payroll taxes), to the extent such amounts have not been paid prior to the Closing.
21. **WC-04: Payroll accrual** – To the extent such amounts have not been paid prior to the Closing, there shall be a liability included within Working Capital relating to accrued payroll. The liability shall be calculated ratably based on the number of days between the last day of the previously paid payroll cycle and the Closing, derived from the payroll run made after the Closing.
22. **Sales taxes** – To the extent not already reflected within Accounts Payable, there shall be a liability included within Working Capital relating to accrued sales taxes. The liability shall be calculated based on the corresponding value included with Accounts Receivables with respect to which sales taxes have not yet been remitted as of the Closing.

23. **401(k) matching contributions** – To the extent not reflected within the payroll accrual, there shall be a liability included within Working Capital relating to any unpaid 401(k) matching contributions unpaid as of the Closing. The liability shall be calculated based on the corresponding value included within accrued payroll.

Schedule II-A

Closing Working Capital Example

Working Capital

\$ in thousands	Ref	Unique acct. #	Aug-25
Accounts Receivable		108	3,869
Retainage Receivable		110	1,635
A/R Allowance		137	-

Accounts receivable, net			5,504
Inventory - Aggregate		114	740

Inventory, net			740
Current assets			6,244
Accounts Payable		402	3,064
Construction Retainage Payable		403	162

Accounts payable, net			3,226
Accruals		400	108
Payroll accrual	WC-04	400	406
Property taxes	WC-02a	400	237
Employee bonus	WC-02c	400	302
Accrued FUTA Tax		415	-

Accrued expenses			1,053
Current liabilities			4,279
Working Capital			1,965

Schedule III

Pre-Closing Reorganization

The Seller Parties and the Company (as applicable) shall take the actions listed below, provided that no party shall be required to take such actions prior to expiration of the applicable waiting period under the HSR Act:

1. The following transactions shall be completed at least one (1) calendar day prior to the Closing (collectively, the “Reorganization”): (i) the Shareholders shall form PS Paving Holding Company, a holding company and corporation incorporated under the laws of Florida (“Seller”), and the Shareholders shall contribute one hundred percent (100%) of the capital stock of the Company to Seller in exchange for equivalent shares of Seller such that Seller’s capital stock shall be owned by the Shareholders in the same proportions as the Shareholders’ ownership in the Company prior to the Reorganization; (ii) effective as of the date of the contribution referred to in clause (i) above, Seller shall file an election on Form 8869 with the Internal Revenue Service (the “IRS”) to have the Company treated as a qualified Subchapter S subsidiary of Seller under the Code; and (iii) effective as of at least one (1) day after the effective date of the election referred to in clause (ii) above, the Company shall be converted from a Florida corporation into a Florida limited liability company.
2. The Reorganization described above is intended to be classified as an “F” reorganization pursuant to Section 368(a)(1)(F) of the Code.
3. At least one day prior to Closing, the Company shall distribute or sell all of the membership interests of PS Aviation, LLC to Seller or an Affiliate of Seller.

Schedule IV**Proposed Allocation**

The aggregate purchase price for income Tax purposes will be allocated among the Company's assets for income Tax purposes using the following allocation methodology and in a manner that is consistent with Section 1060 of the Code. Any adjustments to such amount will be an adjustment to the purchase price using a consistent method.

Asset	Allocation Method
Class I (cash and cash equivalents)	Closing Cash, as finally determined pursuant to <u>Section 2.7</u> .
Class II (actively traded personal property, certificate of deposits, foreign currency)	Value assigned to such assets for purposes of computing Closing Cash or the Closing Working Capital, as applicable, in each case as finally determined pursuant to <u>Section 2.7</u> .
Class III (accounts receivable and similar rights to payment)	Value assigned to such assets for purposes of computing the Closing Working Capital, as finally determined pursuant to <u>Section 2.7</u> .
Class IV (inventory/stock in trade/property held for sale in ordinary course of business)	Value assigned to such assets for purposes of computing the Closing Working Capital, as finally determined pursuant to <u>Section 2.7</u> .
Class V (i.e. assets not classified in classes I through IV or VI or VII, such as equipment and depreciable property used in business)	Olson Drive Real Property: \$ [REDACTED] Bellevue Ave Real Property: \$ [REDACTED] Asphalt Plant - Olson Dr: \$ [REDACTED] Asphalt Plant - Melbourne Portable Plant: \$ [REDACTED] Equipment/Rolling Stock: \$ [REDACTED] TOTAL: \$ [REDACTED]
Class VI-VII (Section 197 intangibles)	Balance of the purchase price. For income Tax purposes, no separate consideration is being paid for the non-competition and other restrictive covenants in the Restrictive Covenant Agreements, but rather the consideration for those covenants is included in consideration paid for the goodwill of the acquired business (and, for the avoidance of doubt, such allocation is for income Tax purposes only, and (i) shall not affect the enforceability of any such covenants, and (ii) is not intended to be an indication of the damages to which Buyer may be entitled in the event of a breach of such covenants).

Schedule V

Indemnification Matters

The asserted failure of the Facility located at 2337 Bellevue Avenue, Daytona Beach, Florida to comply with applicable zoning requirements reflected in the zoning letter dated August 20, 2025 from Volusia County, Florida; provided, however, such indemnity only applies with respect to matters that arise and are subject to an indemnity claim within two years after the Closing Date.

Schedule VI**Excluded Assets**

1. The following vehicle used exclusively by Tim Phillips:

2026 Ford F-350 S-Duty VIN: 1FT8W3BM7TEC42360

2. The following personal computers:

User	Computer Serial Number	Make / Model / Type	Proc / RAM	Operating System
Chandler Phillips	PF1Q2M25	Lenovo ThinkPad P52 LT	i7 / 16GB / 1TB	Windows 10 Pro
Lex Phillips	1YL1C62	Dell OptiPlex 9020 DT	i7 / 8GB / 1TB	Windows 10 Pro
Chandler Phillips	MJ0A3758	Lenovo ThinkCentre M720q DT	i7 / 16GB / 256GB	Windows 10 Pro
Skylar Phillips	MJ0JP0QC	Lenovo ThinkPad T16 LT	i7 / 16GB / 500GB	Windows 10 Pro

3. The following printer:

User	Printer Make	Printer Model	Printer Serial Number
Chandler Phillips	Brother	MFC 9130CW	U63479H5J936674

Schedule VII

Affiliate Contracts To Be Terminated

1. Guaranty, dated December 1, 2024, executed by Timothy Phillips in favor of JPMorgan Chase Bank, NA ("JPM") in connection with that certain Secured Margin Line of Credit Agreement, dated December 1, 2024, by and between JPM and the Company.

Certificate Of Completion

Envelope Id: 303F7AC6-AD8D-4DF2-8592-4E692DD75468

Status: Completed

Subject: County of Volusia: Assignment and Assumption, P&S Paving to CW Roberts

Source Envelope:

Document Pages: 259

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Shaira D. Resto

AutoNav: Enabled

119 W. Indiana Ave.

Envelopeld Stamping: Enabled

DeLand, FL 32720

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

sresto@volusia.org

IP Address: 74.191.71.218

Record Tracking

Status: Original

Holder: Shaira D. Resto

Location: DocuSign

11/25/2025 8:54:04 AM

sresto@volusia.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: County of Volusia

Location: Docusign

Signer Events

Signature

Timestamp

Jennifer Ditslear for Pamela Wilsky

jditslear@volusia.org

Activity Project Manager

Volusia County Purchasing Division

Security Level: Email, Account Authentication (None)

DocuSigned by:

Jennifer Ditslear for Pamela Wilsky

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Chris Riley

criley@cwrcontracting.com

President

Security Level: Email, Account Authentication (None)

Signed by:

Chris Riley

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Electronic Record and Signature Disclosure:

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ID: d5669dc7-2cae-41fe-b233-4534ed8f72a7

Nicole Weiss

nweiss@cwrcontracting.com

Security Level: Email, Account Authentication (None)

Signed by:

Nicole Weiss

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Sent: 11/25/2025 10:46:54 AM

Viewed: 12/1/2025 8:25:34 AM

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Electronic Record and Signature Disclosure:

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ID: ae3f1633-d899-4b78-a3a4-d92416948d56

George Recktenwald

grecktenwald@volusia.org

County Manager

County of Volusia

Security Level: Email, Account Authentication (None)

DocuSigned by:

George Recktenwald

2268F6E1E09043E...

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Signer Events	Signature	Timestamp
Dana Rhymes-Jones drhymes@volusia.org Executive Assistant County of Volusia Security Level: Email, Account Authentication (None)	DocuSigned by:  CE48049307934D4... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218	Sent: 12/2/2025 9:38:14 AM Viewed: 12/2/2025 10:01:03 AM Signed: 12/2/2025 10:01:12 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Jennifer Ditslear for Pamela Wilsky jditslear@volusia.org Activity Project Manager Volusia County Purchasing Division Security Level: Email, Account Authentication (None), Logged in	VIEWED Using IP Address: 74.191.71.218	Sent: 11/25/2025 8:58:43 AM Viewed: 11/25/2025 9:07:21 AM Completed: 11/25/2025 9:11:16 AM
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Dana Rhymes-Jones drhymes@volusia.org Executive Assistant County of Volusia Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 74.191.71.218	Sent: 12/1/2025 8:25:56 AM Viewed: 12/1/2025 8:36:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp
Dana Rhymes-Jones drhymes@volusia.org Executive Assistant County of Volusia Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/2/2025 10:01:16 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/2/2025 10:01:03 AM
Signing Complete	Security Checked	12/2/2025 10:01:12 AM
Completed	Security Checked	12/2/2025 10:01:16 AM
Payment Events	Status	Timestamps

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 386-736-5922

To contact us by email send messages to: cbarber@volusia.org

To contact us by paper mail, please send correspondence to:

County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

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- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.

EQUITY PURCHASE AGREEMENT

among

THE SHAREHOLDERS IDENTIFIED HEREIN,
as the Shareholders

P & S PAVING, INC.
as the Company

TIMOTHY W. PHILLIPS,
as the Agent,

C.W. ROBERTS CONTRACTING, INCORPORATED,
as the Buyer

and

CONSTRUCTION PARTNERS, INC.,
as the Parent

Dated as of September 26, 2025

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EQUITY PURCHASE AGREEMENT

This **EQUITY PURCHASE AGREEMENT** is made and entered into and effective as of September 26, 2025, by and among **P & S PAVING, INC.**, a Florida corporation (the "Company"), the shareholders of the Company identified below as the Shareholders, **C.W. ROBERTS CONTRACTING, INCORPORATED**, a Florida corporation ("Buyer"), **CONSTRUCTION PARTNERS, INC.**, a Delaware corporation ("Parent") and **TIMOTHY W. PHILLIPS**, in his capacity as the initial Agent.

BACKGROUND

The Persons identified on Schedule I (the "Shareholders") own, beneficially and of record, all of the issued and outstanding capital stock of the Company (collectively, the "Company Shares"), in each case, in the amounts and classes set forth opposite their names on Schedule I hereto. The Company Shares collectively represent all of the issued and outstanding Equity Securities of the Company.

Following the date hereof and prior to (and as a condition to the occurrence of) the Closing, the Shareholders and the Company shall undertake the Pre-Closing Reorganization. Following the Pre-Closing Reorganization, among other things: (1) the Shareholders will own, beneficially and of record, all of the issued and outstanding capital stock of the Seller, representing all of the issued and outstanding Equity Securities of the Seller, and (2) the Seller will own, beneficially and of record, all of the issued and outstanding membership interests of the Company (following the conversion of the Company from a Florida corporation to a Florida limited liability company) (the "Interests"), representing all of the issued and outstanding Equity Securities of the Company. The Seller and the Shareholders are each referred to in this Agreement as a "Seller Party" and are collectively referred to in this Agreement as the "Seller Parties".

On the terms and subject to the conditions set forth herein, Buyer desires to purchase, and the Shareholders desire to cause the Seller to sell to Buyer, all of the Interests.

Parent is the sole shareholder of Buyer and will benefit from this Agreement and the transactions contemplated hereby.

The parties hereto, intending to be legally bound, agree as follows:

Article I **DEFINED TERMS**

1.1 Definitions. For purposes of this Agreement, the following capitalized terms have the meanings assigned to them in this Section 1.1. Capitalized terms used in this Agreement and not defined in this Section 1.1 have the meanings assigned to them elsewhere in this Agreement.

"401(k) Plan" means the P & S Paving, Inc. 401(k) Profit Sharing Plan.

"Accounting Firm" means BDO, or in the event BDO is unavailable, an independent accounting, advisory, or consulting firm with expertise in financial analysis and mergers and acquisitions dispute resolution mutually satisfactory to Buyer and the Agent.

"Accounting Principles" means the accounting methods, policies, practices, and procedures, with consistent classification, judgments, and estimation methodology set forth on Schedule II.

"Accredited Investor Questionnaire" means an accredited investor questionnaire in the form attached as Exhibit G.

“Acquirors” means, collectively, Buyer and Parent, and each an “Acquiror”.

“Action” means any action, claim, complaint, suit or arbitration, whether civil or criminal, at law or in equity.

“Actual Fraud” means, with respect to any Shareholder, any actual and intentional (as opposed to constructive or equitable) common law fraud under the Laws of the State of Delaware by such Shareholder with respect to the making of the representations and warranties contained in Section 3.1 or Section 3.2 (as applicable).

“Adjustment Escrow Amount” means an amount equal to \$ [REDACTED]

“Adverse Interests” has the meaning set forth in Section 3.2(h)(vi).

“Affiliate” means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by Contract or otherwise.

“Agent” means the individual designated as the “Agent” for the purposes of Section 8.4, determined at the time of reference.

“Agreement” means this Equity Purchase Agreement, as the same may be amended or supplemented, together with all exhibits and schedules attached hereto.

“Anti-Corruption Laws” means any applicable Law relating to anti-bribery or anti-corruption, including the U.S. Foreign Corrupt Practices Act of 1977.

“Anti-Trust Law Firm” has the meaning set forth in Section 8.15.

“Assets” means any asset or property of any kind, nature, character, or description whatsoever (whether known or unknown, whether real or personal or mixed, and whether tangible or intangible) and wherever situated, including the goodwill related thereto.

“Audited Financial Statements” means, collectively, the audited, consolidated balance sheets and related statements of income, statements of members’ equity and statements of cash flow of the Company and its subsidiary for the years ended December 31, 2023 and December 31, 2024.

“Backlog” means the following, in each case, determined in accordance with the Accounting Principles, (a) the value (on a gross revenue basis) of incomplete work-in-progress or work to be performed of the Company under written executed Contracts with project owners or general contractors, and (b) the estimated value (on a gross revenue basis) of projects awarded to the Company for which letters of intent, notices of intent to award such projects or notices of intent to proceed have been received or for which work has been started (excluding work that has already been completed) but contracts with the project owner or general contractor have not been executed.

“Balance Sheet” means the internally prepared, unaudited, consolidated balance sheet of the Company as of the Balance Sheet Date.

“Balance Sheet Date” means August 31, 2025.

“BDO” means BDO USA, P.C.

“Business Day” means any day other than a Saturday, Sunday or a day on which banks are permitted or required to be closed in Tampa, Florida.

“Buyer” has the meaning set forth in the first paragraph of this Agreement.

“Buyer Indemnified Parties” means each of the Buyer, Parent, and their respective Affiliates (including, from and after the Closing, the Company) and Representatives, and each of their respective successors and permitted assigns.

“Cash” means, with respect to the Company, all cash and cash equivalents (including marketable securities, deposits in financial institutions, and notes receivable), in each case determined in accordance with the Accounting Principles and expressed in U.S. dollars. For the avoidance of doubt, “Cash” shall (i) be calculated net of issued but uncleared checks and drafts that have not been taken into account for purposes of calculating Closing Working Capital, (ii) include checks, other wire transfers, and drafts deposited or available for deposit in the accounts of the Company, and (iii) include deposits for Inventory not received.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

“Closing” has the meaning set forth in Section 2.2.

“Closing Cash” means, as of the Measurement Time, the Company’s Cash.

“Closing Consideration” means the Purchase Price (A) *plus* the aggregate amount, if any, of all Closing Cash, (B) *plus* the Working Capital Adjustment, (C) *plus* the Work-in-Process, (D) *minus* the aggregate amount of all Closing Indebtedness, (E) *minus* the aggregate amount of all Transaction Expenses, and (F) *minus* the Adjustment Escrow Amount.

“Closing Consideration Certificate” has the meaning set forth in Section 2.7(a).

“Closing Consideration Deficit” has the meaning set forth in Section 2.7(e)(ii).

“Closing Date” has the meaning set forth in Section 2.2.

“Closing Indebtedness” means, as of the Measurement Time, the aggregate amount of all Indebtedness of the Company.

“Closing Parent Shares” means a number of Parent Shares having an aggregate value of \$ [REDACTED] based on the VWAP.

“Closing Payoff Indebtedness” has the meaning set forth in Section 2.3(b).

“Closing Working Capital” means, as of the Measurement Time, the value of the Company’s accounts receivable (including retainage held by customers), plus the value of the Company’s Inventory, minus the Company’s accounts payable (including subcontractor retainage held by the Company), minus the Company’s accrued payroll, bonus and Tax liabilities. Closing Working Capital shall be determined in accordance with the Accounting Principles and the example of Closing Working Capital set forth on

Schedule II-A. Notwithstanding anything to the contrary contained herein, Closing Working Capital shall exclude Work-in-Process, Cash, Indebtedness, and Transaction Expenses.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the first paragraph of this Agreement.

"Company Asset" has the meaning set forth in Section 4.9(b)(ii).

"Company Contracts" has the meaning set forth in Section 3.2(k).

"Company Employee" has the meaning set forth in Section 4.13(a).

"Company Intellectual Property" means all Intellectual Property owned by or licensed to the Company.

"Company Plan" means each "employee benefit plan" within the meaning of Section 3(3) of ERISA and each other retirement, profit sharing, savings, welfare, bonus, incentive, commission, stock option, equity or equity-based, deferred compensation, severance, retention, accident, disability, employment, change of control, stock purchase, restricted stock, separation, consulting, vacation, paid time off, fringe benefit and each other benefit or compensation plan, program, policy, agreement, Contract or arrangement that is maintained, sponsored or contributed to (or required to be contributed to) by the Company or otherwise with respect to which the Company has any current or contingent liability.

"Company Shares" has the meaning set forth in in the Background section of this Agreement.

"Competing Transaction" means any transaction or proposed transaction or series of related transactions involving (a) any direct or indirect acquisition or purchase by any person or "group" (as defined under Section 13(d) of the Exchange Act) of a majority of the outstanding equity or voting securities of the Company, (b) any sale or disposition of all or substantially all of the consolidated assets of the Company to any person or "group", or (c) any consolidation, merger, business combination, recapitalization, liquidation, dissolution or similar transaction with respect to the Company, in each case above, other than with the Acquirors.

"Completed Operations Policies" has the meaning set forth in Section 4.7.

"Computer Systems" means software, computers, firmware, hardware, middleware, databases, electronic data processing, telecommunications and other networks, network equipment, routers, platforms, peripherals, computer systems, and information contained therein or transmitted thereby, and all other information technology equipment and related items of automated, computerized or software systems, including any outsourced systems and processes, relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data or information, and in each case, owned, licensed, leased or used or held for use by the Company.

"Confidential Information" has the meaning set forth in Section 4.12.

"Confidentiality Agreement" means that certain Confidentiality and Nondisclosure Agreement, dated as of April 8, 2025, executed by TM Capital for the benefit of the Company.

"Consulting Agreement" means the Consulting Agreement dated as of the Closing Date, by and between Buyer and [REDACTED], in the form of Exhibit A.

“Contract” means any contract, agreement, indenture, lease or sublease, purchase order, license, note, bond or mortgage.

“Corporate Law Firm” has the meaning set forth in Section 8.15.

“COVID-19” means the novel coronavirus, SARS-CoV-2 or COVID-19 (and all related strains and sequences), including any intensification, resurgence or any evolutions or mutations thereof, and/or related or associated epidemics, pandemics, disease outbreaks or public health emergencies.

“D&O Indemnified Persons” has the meaning set forth in Section 4.10(a).

“Data Security Requirements” means, collectively, all applicable Laws and regulations to the extent relating to confidential or sensitive information, payment card data, personally identifiable information, or other protected information relating to individuals or otherwise relating to privacy, security, or security breach notification requirements.

“Disclosure Schedule” means the disclosure schedule of the Company referred to in and delivered to the Buyer pursuant to this Agreement.

“Disputed Items” has the meaning set forth in Section 2.7(c).

“Disputed Items Notice” has the meaning set forth in Section 2.7(b).

“Effective Time” has the meaning set forth in Section 2.2.

“Employment Agreement” means the Employment Agreement dated as of the Closing Date, by and between the Buyer and [REDACTED], in the form of Exhibit B.

“Encumbrance” means any lien, encumbrance, security interest, mortgage, charge, or similar encumbrance, except for any restrictions on transfer generally arising under any applicable federal and state securities laws, rules, or regulations.

“Environmental Law Firm” has the meaning set forth in Section 8.15.

“Environmental Laws” means any federal, state or local Law, statute, ordinance, rule or regulation governing Environmental Matters that is applicable to the Company.

“Environmental Matter” means any matter arising out of, relating to, or resulting from pollution, contamination, protection of the environment, natural resources, and any matters relating to emissions, discharges, releases or threatened releases, of Hazardous Substances into the air (indoor and outdoor), surface water, groundwater, soil, land surface or subsurface, buildings, facilities, real property arising out of, relating to, or resulting from the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling, release or threatened release of Hazardous Substances.

“Environmental Permits” has the meaning set forth in Section 3.2(s)(ii).

“Equity Securities” means, if a Person is a corporation, shares of capital stock of such corporation or other equity securities convertible into, exchangeable for or carrying the right to acquire shares of capital stock of such corporation and, if a Person is a form of entity other than a corporation, ownership interests in such form of entity, whether membership interests, partnership interests or otherwise or other equity

securities convertible into, exchangeable for or carrying the right to acquire such ownership interests or other indicia of equity ownership (including any profits interest).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the related regulations and published interpretations.

"Escrow Agent" means Hancock Whitney Bank.

"Escrow Agreement" means the Escrow Agreement entered into by Buyer and the Agent at the Closing, substantially in the form attached to this Agreement as Exhibit E.

"Escrow Fee" means the fees payable to the Escrow Agent as provided for by the Escrow Agreement.

"Estimated Closing Consideration" means the Closing Consideration, determined using the estimates of Closing Working Capital, Closing Indebtedness, Closing Cash, Work-in-Process, and Transaction Expenses set forth in the Estimated Closing Consideration Certificate (with the estimates of Closing Working Capital and Work-in-Process to be \$ [REDACTED] and (\$ [REDACTED]), respectively, and the other amounts to be estimates as of the Measurement Time).

"Estimated Closing Consideration Certificate" has the meaning set forth in Section 2.3(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Ex-Im Laws" means all Laws relating to sanctions, export, reexport, transfer, and import controls, anti-boycott, and similar Laws, including the Export Administration Regulations, the International Traffic in Arms Regulations, U.S. Sanctions Laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, Section 999 of the Internal Revenue Code, U.S. customs regulations and the Foreign Trade Regulations and the customs and import Laws administered by U.S. Customs and Border Protection and other jurisdictions in which the Company conducts business, or has been conducted, or is otherwise subject to, except to the extent inconsistent with U.S. Law.

"Facilities" means all real property owned by the Company and any buildings, facilities, and structures located thereon.

"Financial Statements" means, collectively, (a) the Audited Financial Statements and (b) the Interim Financial Statements, including in each case, any notes thereto.

"Fundamental Representations" means those representations and warranties set forth in Section 3.1(a) (Capacity, Execution and Delivery; Valid and Binding Agreement); Section 3.1(b)(i) (No Conflict or Violation); Section 3.1(c) (Ownership of Shares), Section 3.1(d) (Brokers' Fees), Section 3.2(a) (Due Organization and Good Standing), Section 3.2(b) (Authorization, Execution and Delivery; Valid and Binding Agreement); Section 3.2(d) (Capital Structure; Subsidiaries), Section 3.2(f)(i) (No Conflict or Violation), and Section 3.2(p) (Brokers' Fees).

"GAAP" means United States generally accepted accounting principles in effect as of the relevant date(s) of the application thereof.

"Government Bid" means any quotation, offer, bid or proposal made by the Company prior to the Effective Time that, if accepted, would result in or lead to a Government Contract.

“Government Contract” means any prime contract, subcontract, task order, delivery order, purchase order, blanket purchase agreement, blanket ordering agreement, federal supply schedule, other transaction authority agreement, grant, or other binding Contract, commitment or contractual agreement of any kind, between the Company, on the one hand, and (i) any Governmental Entity, (ii) any prime contractor of a Governmental Entity in its capacity as a prime contractor, (iii) any higher-tier subcontractor of a Governmental Entity in its capacity as a subcontractor, or (iv) any lower-tier subcontractor under a prime contract or higher-tier subcontract held by the Company, on the other hand. “Government Contract” includes all amendments, modifications and options relating to any of the foregoing or any other vehicle whatsoever pursuant to which funding is provided by any Governmental Entity. For purposes of any Disclosure Schedule to this Agreement, a scheduled Government Contract is deemed to include all modifications thereto and any task or delivery orders (including all modifications thereto) awarded under such Government Contract even if such orders are not separately scheduled.

“Governmental Entity” means any national, federal, state or local government, or any regulatory authority, administrative agency, bureau, board, commission, court, department, tribunal, arbitral body or other similar governmental, quasi-governmental or regulatory authority or instrumentality thereof.

“Governmental Filings” has the meaning set forth in Section 3.2(c).

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

“Hazardous Substances” means any substance listed, defined, designated or classified as a pollutant or as hazardous, toxic or words of similar import under any applicable Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Income Tax” means any Tax measured by or imposed on net income, including any interest, addition to Taxes imposed with respect thereto.

“Income Tax Return” means any Tax Return in connection with Income Taxes, and any claims for refunds of Income Taxes paid, including any amendments to any of the foregoing.

“Indebtedness” means, with respect to any Person, without duplication (and, in the case of the Company, to the extent not included in the Closing Working Capital calculation or Transaction Expenses) the aggregate amount of: (a) all funded indebtedness of the Person for borrowed money or in respect of loans and advances; (b) the debt component of any capitalized lease obligations, required to be capitalized under GAAP (excluding the effects of ASC 842); (c) any obligations evidenced by bonds, debentures, notes, or other similar instruments; (d) all obligations for underfunded employee pension benefit plans and any unsatisfied obligation for “withdrawal liability” to a “multiemployer plan” as such terms are defined under ERISA, (e) all off-balance sheet financing of such Person, excluding all operating leases, (f) all accrued but unpaid interest, premiums, penalties, fees, and other obligations related to any of the foregoing; (g) all guarantees (or arrangements having the economic effect of a guarantee) by the Person of any indebtedness of the type referred to in clauses (a) through (f) of any third person; (h) obligations arising from hedging arrangements determined on the basis of actual, not notional obligations, (i) obligations arising from deferred compensation, sale participation, transaction bonus, phantom equity, or other similar arrangements, or (j) obligations from earn-out or similar contingent arrangements.

“Indemnified Party” means any Party asserting a claim for indemnification pursuant to any provision of Article VII.

“Indemnifying Party” means any Party against whom a claim for indemnification is asserted pursuant to any provision of Article VII.

“Intellectual Property” means all registered and unregistered trademarks, service marks, trade names and internet domain names, slogans, or symbols used to identify any good and/or service (together with the goodwill symbolized by any of the foregoing), patents, patent applications, registered and unregistered copyrights, trade secrets, proprietary know-how and other confidential and proprietary information, moral rights, proprietary software, and any other intellectual property rights recognized under any Laws or international conventions, and in any country or jurisdiction in the world, all applications, disclosures, renewals, extensions, continuations or reissues thereof, and all rights arising thereunder.

“Interests” has the meaning set forth in the Background section of this Agreement.

“Interim Financial Statements” means the unconsolidated, internally prepared Balance Sheet and the related internally prepared statement of income of the Company for the seven-months ended on the Balance Sheet Date, prepared based on the Company’s policies, practices and procedures.

“Inventory” means all inventory of liquid and aggregate materials used directly in the production of hot-mix asphalt or operation or maintenance of equipment (including stone, screenings, recycled asphalt products, liquid asphalt, fuel, tack, sealcoat, oil and lubricants), in each case, to the extent recorded on the balance sheet of the Company in the ordinary course of business.

“Knowledge” with respect to (a) the Company, means the actual (but not constructive or imputed) knowledge of [REDACTED] and the knowledge each of them would have after reasonable inquiry into the matter at issue, and (b) with respect to Buyer, means the actual (but not constructive or imputed) knowledge of [REDACTED] and the knowledge such individual would have after reasonable inquiry into the matter at issue.

“Law” means any statute, code, rule, regulation, order, ordinance, judgment or decree of any Governmental Entity having the effect of law.

“Law Firm” and “Law Firms” has the meaning set forth in Section 8.15.

“Lock-Up Agreement” means a Lock-Up Agreement in substantially the form set forth on Exhibit F.

“Look-Back Period” means the three (3) year period ending on the date of this Agreement.

“Losses” means all damages, losses, Liabilities, obligations, deficiencies, demands, judgments, interest, fines, penalties, claims, suits, actions, causes of action, assessments, awards, costs and expenses (including reasonable attorneys’ and other professionals’ fees and expenses), whether or not involving a third-party claim.

“Manheim” has the meaning set forth in Section 4.18.

“Material Adverse Effect” means a material adverse effect on the assets, properties, or financial condition of the Company taken as a whole; provided, that in no event shall any of the following, either alone or in combination, be deemed to constitute or contribute to a Material Adverse Effect or shall otherwise be taken into account in the determination of whether a Material Adverse Effect has occurred: (a) any change in any Law or GAAP or interpretations or enforcement thereof; (b) any change resulting from conditions affecting any of the industries, industry sectors, or geographic sectors in which the Company

operates or in which products or services of the Company are used or distributed or from changes in general business, financial, banking, or economic conditions or debt, currency, or capital markets (whether in the United States or any other country or in any international market); (c) any change resulting from the imposition of trade tariffs or trade barriers (whether nationally or internationally) that affect the Company; (d) acts of God, national or international political or social conditions, the engagement by the United States in hostilities, war or military operations (whether commenced before or after the date hereof, whether or not pursuant to the declaration of a national emergency or war and including the escalation of any such condition), or the occurrence of any military or terrorist attack, sabotage, any pandemic, hurricane, flood, tornado, earthquake or other natural disaster or any other force majeure event; (e) any change resulting from the announcement or pendency of the transactions contemplated by this Agreement or attributable to the fact that Buyer or any of its Affiliates are the prospective owners of the Company (including the impact thereof on relationships, contractual or otherwise with, or other impact on, customers, suppliers, licensors, distributors, partners, employees, labor unions, or regulators); (f) any event, condition or other matter described on a Disclosure Schedule to this Agreement; (g) any change resulting from the compliance by the Shareholders or the Seller with the terms of, or the taking of any action by the Shareholders or the Seller contemplated or permitted by, this Agreement or the other agreements, instruments and documents of the Shareholders or the Seller contemplated hereby; (h) compliance with the terms of, or the taking of any action required by, this Agreement or otherwise approved by Buyer in writing including any action taken in connection with obtaining regulatory or third party approvals, licenses or consents or any change, effect, event, occurrences or developments resulting therefrom; (i) any actions taken, or failures to take action, or such other changes or events, in each case, to which Buyer has consented in writing; or (j) any failure by the Company to achieve any published or internally prepared budgets, projections, estimates, plans or forecasts of revenues, earnings or other financial performance measures or operating statistics (but not the underlying causes of such failure unless such underlying causes would otherwise be excepted from this definition); provided, further, that any material adverse effect arising out of or resulting from any change or event referred to in clause (a), (b), (c), or (d) (other than a hurricane, flood, or other natural disaster) is to constitute, and is to be taken into account in determining the occurrence of, a Material Adverse Effect to the extent such change or event has a disproportionate impact on the Company as compared to other companies that operate in the industries in which the Company operates.

“Measurement Time” means the time as of immediately prior to the Closing.

“New Plan” has the meaning set forth in Section 4.13(a).

“Occurrence Policies” has the meaning set forth in Section 4.7.

“Organizational Documents” means the documents by which any Person (other than an individual) establishes its legal existence (i.e., including, but not limited to, articles or certificate of incorporation, articles or certificate of formation, memorandum of association, articles of association, constitutional documents, bylaws, operating agreement or partnership agreement).

“Outside Date” has the meaning set forth in Section 6.1(b)(i).

“Parent” has the meaning set forth in the first paragraph of this Agreement.

“Parent Balance Sheet” has the meaning set forth in Section 3.3(m)(iv).

“Parent Material Adverse Effect” means a material adverse effect on the ability of Parent to consummate the transactions contemplated by this Agreement.

“Parent SEC Reports” has the meaning set forth in Section 3.3(m)(i).

“Parent Shares” means shares of Class A common stock, \$0.001 par value per share, of the Parent.

“Pass-Through Tax Return” has the meaning set forth in Section 4.6(b)(i).

“Pass-Through Taxes” means any Income Tax attributable to an entity that is treated as a flow-through entity (including a partnership, S-corporation or an entity disregarded as an entity separate from its owner) for purposes of such Income Tax and for which the Shareholders (or their direct or indirect members or owners) are liable under applicable Law.

“Permits” has the meaning set forth in Section 3.2(m).

“Permitted Encumbrance” means (a) mechanics, carriers’, workers’, repairers’, materialmen’s, warehousemen’s and similar Encumbrances which have arisen in the ordinary course of business for amounts which are not due and payable or if due, (i) that do not result from a breach, default, or violation by the owner of the asset subject to any such Encumbrance, and (ii) that are not, individually or in the aggregate, material to the business, operations, and financial condition of the owner of the asset subject to any such Encumbrance, and (iii) that are being diligently contested in good faith; (b) Encumbrances approved by Buyer in writing; (c) Encumbrances for Taxes (i) not yet due and payable, or (ii) if due, not yet delinquent or being contested in good faith and for which adequate accruals or reserves have been established on the financial statements (with respect to the Company, the Balance Sheet); (d) requirements and restrictions of zoning, building and other Laws, rules and regulations applicable to the Facilities and, together with all other Permitted Encumbrances, does not prohibit or impair the current, use, occupancy, value, or marketability of title of the property subject thereto; (e) statutory or contractual liens of landlords for amounts not yet due and payable; (f) liens arising under conditional sales Contracts and equipment leases with third parties entered into in the ordinary course of business; (g) transfer restrictions on securities that are imposed by federal and state securities Laws; and (h) those matters disclosed in the Title Commitments that are more fully described in Part 1.1 of the Disclosure Schedule (such matters, the “Permitted Exceptions”).

“Permitted Exceptions” has the meaning set forth in the definition of Permitted Encumbrances.

“Person” means an association, a corporation, an individual, a partnership, a limited liability company, a trust, or any other entity or organization, including a Governmental Entity.

“Post-Closing Covenants” has the meaning set forth in Section 7.1.

“Pre-Closing Covenants” has the meaning set forth in Section 7.1.

“Pre-Closing Reorganization” means those actions specifically described on Schedule III.

“Pre-Closing Straddle Period” has the meaning set forth in Section 4.6(b)(ii).

“Pre-Closing Tax Period” means any Tax period ending on or prior to the Closing Date.

“Proceeding” has the meaning set forth in Section 4.10(a).

“Proposed Allocation” means a proposed allocation of the Purchase Price, as adjusted under this Agreement (together with all other relevant amounts as determined for U.S. federal income Tax purposes) among the assets of the Company in accordance with Section 1060 of the Code and Treasury Regulations thereunder and the methodology set forth on Schedule IV.

“Pro-Rata Percentage” means, for each Shareholder, such Shareholder’s pro-rata ownership of the Shares, as set forth next to such Shareholder’s name on Schedule I.

“Purchase Price” has the meaning set forth in Section 2.1(b).

“Qualified Plan” has the meaning set forth in Section 3.2(n)(ii).

“R&W Insurance Binder” means that certain conditional binder agreement with respect to the R&W Insurance Policy, dated as of the date hereof, by and between Buyer and the R&W Insurance Provider.

“R&W Insurance Policy” means that certain Buyer-Side Representation and Warranties Insurance Policy (Master Policy #TL00440) to be issued following the Closing Date by the R&W Insurance Provider, and bound as of the date hereof, in each case, pursuant to the R&W Insurance Binder.

“R&W Insurance Provider” means Sands Point Risk Agency, LLC.

“Regulation S-T” means Regulation S-T promulgated by the SEC (17 C.F.R. 232).

“Release” means the depositing, placing, discarding, dispersing, spilling, emitting, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping, migrating or disposing of any Hazardous Substance into the environment.

“Releasees” has the meaning set forth in Section 4.14.

“Releasers” has the meaning set forth in Section 4.14.

“Representative” means, with respect to any Person, any and all directors, shareholders, managers, members, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“Restrictive Covenants Agreement(s)” means the Restrictive Covenants Agreement(s) dated as of the Closing Date, by and between the Buyer and each Shareholder in the form Exhibit C.

“Sale Bonus Payments” means all change of control, sale, and transaction bonuses payable to employees of the Company, all payments to cancel, redeem or purchase, and all exercises of, outstanding options, warrants, convertible or exchangeable securities or other rights to acquire Equity Securities of the Company held by any Person, and all other payments in the nature of compensation payable to any Person by reason of or as a result of the transactions contemplated by this Agreement, together with all employer-side payroll Taxes payable by the Company with respect thereto.

“Sanctioned Country” means any country or region that is or has in the past five years been the subject or target of a comprehensive embargo under Sanctions Laws (including Cuba, Iran, North Korea, Venezuela, Russia, Sudan, Syria, and the Crimea region of Ukraine).

“Sanctioned Person” means any individual or entity that is the subject or target of sanctions or restrictions under Sanctions Laws or Ex-Im Laws, including: (a) any Person listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including the U.S. Department of the Treasury, Office of Foreign Assets Control’s (“OFAC”) Specially Designated Nationals and Blocked Persons List and the EU Consolidated List; (b) any Person that is, in the aggregate, 50 percent or greater owned, directly

or indirectly, or otherwise controlled by a person or persons described in clause (a); or (c) any national of a Sanctioned Country.

"Sanctions Laws" means all U.S. and non-U.S. Laws relating to economic or trade sanctions, including the Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State), the United Nations Security Council, and the European Union.

"SEC" means the Securities and Exchange Commission.

"Securities Act" has the meaning set forth in Section 3.3(g).

"Seller" has the meaning given to such term in Schedule III.

"Seller Asset" has the meaning set forth in Section 4.9(b)(i).

"Seller Parties" has the meaning set forth in the Background section of this Agreement.

"Shareholders" has the meaning set forth in the Background section of this Agreement.

"Shares" means (a) prior to the Pre-Closing Reorganization, the Company Shares, and (b) after giving effect to the Pre-Closing Reorganization, shares of capital stock of the Seller.

"Significant Customers" has the meaning set forth in Section 3.2(x)(i).

"Significant Vendors" has the meaning set forth in Section 3.2(x)(ii).

"Straddle Period" means any Tax period beginning before and ending after the Closing Date.

"Tail Policies" has the meaning set forth in Section 4.7.

"Target Working Capital Amount" means \$ [REDACTED]

"Tax" means any foreign, federal, state or local income, sales and use, excise, franchise, profits, real and personal property (tangible and intangible), gross receipts, net proceeds, turnover, license, premium, windfall profits, capital stock, production, business and occupation, disability, employment, payroll, unemployment, severance, withholding, social security, Medicare, disability, value added, environmental or other tax imposed by any Taxing Authority, including any interest, addition to tax or penalties imposed with respect thereto.

"Tax Claim" means a notice of deficiency, proposed adjustment, adjustment, assessment, audit, examination, investigation or other administrative or judicial Proceeding for the assessment and/or collection of Taxes.

"Tax Return" means any return, report, information return or other document required to be filed with a Taxing Authority in connection with any Taxes, and any claims for refunds of Taxes paid, including any amendments to any of the foregoing.

"Taxing Authority" means any Governmental Entity responsible for the administration, determination, collection, assessment, enforcement or imposition of any Tax.

“Third-Party Claim” means a Proceeding commenced by any third party against any Party with respect to any matter for which such Party might make a claim for indemnification against an Indemnifying Party pursuant to Article VII.

“Title Commitment” means the commitments for title insurance issued by the Title Company with a commitment number of 25042804 and effective date of May 14, 2025 with respect to the 3701 Olson Drive property and a commitment number of 25042810 and effective date of May 22, 2025 with respect to the 2337 Bellevue Avenue property, both as will be updated by the Title Company prior to Closing.

“Title Company” means Old Republic National Title Insurance Company.

“Title Policy” means an owner’s policy of title insurance in the standard form in use in the State of Florida, naming Buyer as the insured, effective as of the Closing Date, subject only to Permitted Exceptions, including those shown on the Title Commitments, with such other endorsements and modifications to the promulgated policy form permitted in Florida as may have been requested by Buyer and agreed to by the Title Company prior to the Closing Date and paid for by Buyer.

“TM Capital” means TM Capital LLC, a division of Janney Montgomery Scott LLC.

“Trade Controls” has the meaning set forth in Section 3.2(u)(i).

“Transaction Documents” means this Agreement and such other documents or instruments contemplated by this Agreement.

“Transaction Engagement” has the meaning set forth in Section 8.15.

“Transaction Expenses” means, as of the Measurement Time, without duplication and to the extent not included in Indebtedness or the calculation of Closing Working Capital or already paid, (a) the aggregate amount of all fees and expenses incurred by the Company at or prior to the Measurement Time with respect to the consummation of the transactions contemplated by this Agreement, including, without limitation, the fees and expenses of the Law Firms, and TM Capital; (b) any Sale Bonus Payments; (c) one-half of the Escrow Fee; (d) one-half of any fees or costs incurred in connection with any filings required under the HSR Act; (e) one-half of the cost of all fees, expenses and premiums relating to the procurement and binding of the R&W Insurance Policy; (f) all of the premiums, costs, Taxes, and expenses to purchase the Tail Policies; and (g) one-half of the premiums, costs, Taxes, and expenses to purchase the Completed Operations Policies. Transaction Expenses do not include (1) fees or costs related to any Acquiror’s financing sources, (2) fees and expenses incurred by or for the benefit of an Acquiror or any of its Affiliates or Representatives, or (3) fees or costs related to the Title Policies.

“Transaction Tax Deductions” means, without duplication and regardless of by whom paid, the aggregate amount of Tax deductions or credits attributable to the following items: (a) any and all compensation (including Sale Bonus Payments, transaction bonuses, severance or other similar payments) which becomes payable by the Company as a result of, based upon or in connection with the consummation of the transactions contemplated hereby (either alone or in connection with any other event, whether contingent or otherwise); (b) payment of Transaction Expenses; (c) payment of the Indebtedness in connection with the Closing; (d) the exercise, cancellation or settlement of any equity compensation awards prior to or in connection with the Closing, and (e) other expenses or deductions taken into account in computing Closing Working Capital or other components of the Closing Consideration. At the election of Agent, the Company will make any elections available to deduct rather than capitalize such items (including, if applicable, the election to deduct 70% of success-based fees provided by IRS Revenue Procedure 2011-29).

“Transfer Taxes” means any sales, use, stock transfer, real property transfer, real property gains, transfer, stamp, registration, documentary, recording or similar Taxes incurred in connection with the transactions contemplated hereby, including any interest, addition or penalties imposed with respect thereto.

“Triangle” has the meaning set forth in Section 4.18.

“Triangle Ground Lease” has the meaning set forth in Section 4.18.

“VWAP” means the volume-weighted average closing price of the Parent Shares on the Nasdaq Global Select Market for the thirty (30) trading days ending on the second (2nd) Business Day prior to the Closing Date.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar Laws.

“Work-in-Process” means the amount (which may be expressed as a positive or negative number) equal to (a) the sum of costs and estimated earnings, in excess of billings, if any, *minus* (b) the sum of billings in excess of costs and estimated earnings and provision for loss, if any, in each case determined as of the Measurement Time and calculated in accordance with the Accounting Principles. Work-in Process may be expressed as a positive or negative number, as applicable.

“Working Capital Adjustment” means (a) the Closing Working Capital *minus* (b) the Target Working Capital Amount, which may be expressed as a negative number.

Article II

PURCHASE AND SALE OF INTERESTS; CLOSING

2.1 Purchase and Sale of Interests; Purchase Price.

(a) Purchase and Sale of Interests. Upon the terms and subject to the satisfaction or waiver, if permissible, of the conditions hereof, at the Closing, Buyer shall purchase from the Seller, and the Shareholders shall cause Seller to sell, transfer, assign and deliver to Buyer, all of the Interests, for the consideration specified Section 2.1(b).

(b) Consideration for Interests. The aggregate purchase price for the Interests, payable upon the terms hereof and as adjusted pursuant to Section 2.4 and Section 2.7, is \$ [REDACTED] (the “Purchase Price”). At the Closing, the Purchase Price shall be paid in accordance with Section 2.4(a).

2.2 Closing. The consummation of the transactions contemplated hereby (the “Closing”) will take place via the remote exchange of documents and signatures by electronic mail and/or facsimile, in either case, on October 20, 2025, provided that all conditions set forth in Article V shall then have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or, if not then satisfied or waived, on the third (3rd) Business Day following the date on which all conditions set forth in Article V shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other time and place that is agreed to in writing by Agent and Buyer (the “Closing Date”). Upon the Closing, the purchase and sale of the Interests shall be deemed effective as of 12:01 a.m. (Eastern Time) on the Closing Date (the “Effective Time”).

2.3 Pre-Closing Deliveries. At least two (2) Business Days prior to the Closing, the Company will furnish to Buyer:

(a) the certificate in the form attached hereto as Exhibit D (the “Estimated Closing Consideration Certificate”) setting forth the Company’s good faith estimate of (i) Closing Working Capital (including any Working Capital Adjustment), (ii) Closing Cash, (iii) Closing Indebtedness, (iv) Work-in-Process, (v) Transaction Expenses (with the estimate of Closing Working Capital and Work-in-Process to be \$ [REDACTED] and (\$ [REDACTED]), respectively, and estimates of Closing Cash, Closing Indebtedness and Transaction Expenses to be based on estimates of those amounts as of the Measurement Time), and (vi) the calculation of the Estimated Closing Consideration based on foregoing items (i) - (v), which shall be prepared in accordance with the Accounting Principles, as applicable, and the definitions set forth in this Agreement, together with (A) supporting documentation for the estimates and calculations contained therein and (B) the most recently available information concerning the Company; and

(b) with respect to any Closing Indebtedness (“Closing Payoff Indebtedness”), a payoff letter from each holder of such outstanding Indebtedness (i) indicating the payoff amount required to be paid to discharge such Indebtedness at the Closing and (ii) if such Indebtedness is secured by any Encumbrance, agreeing to release such Encumbrances upon receipt of the payoff amount.

2.4 Payments at Closing.

(a) Payments at Closing. At the Closing, Buyer shall make the following payments by issuance of the Closing Parent Shares and wire transfer of immediately available funds to accounts to be specified by the Agent at least two (2) Business Days prior to the Closing:

(i) first, on behalf of the Company to the respective holders of Closing Payoff Indebtedness, if any, outstanding as of the Closing, the amounts specified in the payoff letters delivered by the Company to Buyer pursuant to Section 2.3(b);

(ii) second, to such payees of the Transaction Expenses as directed in writing by the Company prior to the Closing; provided, that if there are any Sale Bonus Payments to employees, then an amount equal to the aggregate Sale Bonus Payments (and employer-side payroll Taxes attributable thereto) that have not been paid by the Company prior to the Closing Date will be paid by the Buyer to the Company at the Closing (and at the Closing the Company shall pay such amount of Sale Bonus Payments, less applicable withholdings, to the recipients thereof with such funds through the Company’s payroll).

(iii) third, to the Escrow Agent, the Adjustment Escrow Amount, and, to the extent not already paid pursuant to Section 2.4(a)(ii), the Escrow Fee; and

(iv) fourth, to the Seller, the Estimated Closing Consideration in the form of (A) cash and (B) the Closing Parent Shares.

2.5 Deliveries at Closing by the Company and the Seller Parties. At the Closing, the Seller Parties or the Company, as applicable, shall deliver or cause to be delivered to Buyer:

(a) a membership interest assignment for the Interests, which shall be in form and substance reasonably satisfactory to Buyer, duly executed by the Seller;

(b) an IRS Form W-9, duly completed and executed by the Seller;

(c) a certificate of good standing (or its equivalent) with respect to the Company issued by the Governmental Entity of the jurisdiction of its formation, dated within fifteen (15) days prior to the Closing Date;

(d) a certificate, in form and substance reasonably acceptable to Buyer and duly executed by an authorized officer of the Company, attaching true and correct copies of (in each case, after giving effect to the Pre-Closing Reorganization): (i) a certified copy of the Company's certificate of formation or its equivalent (as of a date not more than fifteen (15) days prior to the Closing) by the Secretary of State (or equivalent governmental officer), (ii) the operating agreement of the Company, (iii) all resolutions or actions of the Seller Parties and the Company's board of directors (or equivalent) approving the execution, delivery and performance of the Transaction Documents and the consummation and performance of the transactions (including the termination of the 401(k) Plan), and certifying that all such resolutions or actions were duly adopted, have not been amended, modified or rescinded in any respect and remain in full force and effect as of the Closing Date, and (iv) a list of the names, titles and signatures of the officers of the Company authorized to sign the Transaction Documents on behalf of the Company;

(e) the Consulting Agreement, duly executed by [REDACTED];

(f) the Employment Agreement, duly executed by [REDACTED];

(g) the Restrictive Covenants Agreements, duly executed by each Shareholder;

(h) evidence of termination of the agreements between the Company and any Affiliates identified on Schedule VII;

(i) evidence of termination of that certain undated Employment Agreement, by and between the Company and [REDACTED] executed on or about April 1, 2025;

(j) evidence of termination, in form and substance reasonably acceptable to Buyer, of that certain Phantom Stock Bonus Agreement, dated March 7, 2025, by and between the Company and [REDACTED] (as amended by that certain First Amendment to Phantom Stock Bonus Agreement effective as of September 15, 2025);

(k) written letters of resignation effective as of the Closing from each of the directors and officers of the Company;

(l) evidence reasonably acceptable to Buyer that the Pre-Closing Reorganization has been completed, and execution and delivery of a joinder to this Agreement by the Seller, which shall be in form and substance reasonably satisfactory to Buyer;

(m) the Escrow Agreement, duly executed by the Agent and the Escrow Agent;

(n) an Accredited Investor Questionnaire, completed by Seller and each Shareholder;

(o) the Lock-Up Agreement, duly executed by Seller and the Shareholders; and

(p) a seller or owner's affidavit in sufficient form and substance so as to allow the Title Company to remove the mechanic's lien exception and parties-in-possession exception from the Title Policy and as required to insure the gap at closing, and containing any statements needed for the Title Company to delete all standard exceptions in the Title Policy to be delivered to Buyer, and/or any other instrument reasonably requested by the Title Company from Seller to issue one or more Title Policies covering the Facilities, provided, that any such affidavit or instrument is reasonably satisfactory to the Shareholders; and

(q) the Company shall deliver such other deliverables, certificates and documents as otherwise required by this Agreement or as Buyer shall reasonably request.

2.6 Deliveries at Closing by Buyer. At the Closing, the Buyer shall (a) make the payments contemplated by Section 2.4 and (b) deliver to the Agent:

- (i) the Consulting Agreement, duly executed by Buyer;
- (ii) the Employment Agreement, duly executed by Buyer;
- (iii) the Restrictive Covenants Agreements, duly executed by Buyer;
- (iv) the Escrow Agreement, duly executed by Buyer;
- (v) evidence reasonably acceptable to the Agent that the R&W Insurance Policy has been procured and is in full force and effect; and
- (vi) such other deliverables, certificates and documents as otherwise required by this Agreement or as Agent shall reasonably request.

2.7 Determination of Closing Consideration.

(a) Within one hundred five (105) days after the Closing Date, Buyer shall deliver to the Agent a certificate (the "Closing Consideration Certificate") setting forth an itemized statement of Buyer's calculation of (i) the Closing Working Capital (including any Working Capital Adjustment), (ii) Closing Cash, (iii) Closing Indebtedness, (iv) Work-in-Process, (v) Transaction Expenses, and (vi) a calculation of the Closing Consideration based on the foregoing items (i) - (v), which shall be prepared in accordance with the Accounting Principles, as applicable, the definitions set forth in this Agreement, and on a basis consistent with the preparation of the Estimated Closing Consideration Certificate, except that all amounts, including Closing Working Capital and Work-in-Process, will be determined as of the Measurement Time. The Closing Consideration Certificate shall be prepared in good faith and with reasonable care and diligence by the Buyer, based on the most recent available financial data as of the date of delivery.

(b) If the Agent delivers written notice (the "Disputed Items Notice") to Buyer within thirty (30) days after receipt by the Agent of the Closing Consideration Certificate, stating that the Agent objects to any items in the Closing Consideration Certificate, specifying in reasonable detail the basis for such objection and setting forth the Agent's proposed modification to the Closing Consideration, the Agent and Buyer will attempt to resolve and finally determine and agree upon the Closing Consideration in good faith as promptly as practicable. The parties agree that the purpose of determining the Closing Consideration and any related adjustment is to "true-up" differences between the estimate of Closing Consideration and the actual Closing Consideration amount, and that the same Accounting Principles as specified in this Agreement shall be used both for the calculation of such estimated and actual amounts; accordingly, such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies from those specified in this Agreement for the purpose of determining the Closing Consideration and the components thereof.

(c) If the Agent and Buyer are unable to agree upon any item disputed in the Disputed Items Notice within thirty (30) days after delivery of the Disputed Items Notice, the Agent and Buyer will submit to the Accounting Firm for review and resolution of the items set forth in the Disputed Items Notice

(the "Disputed Items"). If the Accounting Firm is unavailable and Buyer and the Agent are unable to agree upon the selection of an alternative accounting firm, either party may petition a court to select the accounting firm. The Accounting Firm will (i) act as an expert (and not as an arbitrator), (ii) resolve the Disputed Items (and only the Disputed Items) based on a single written presentation submitted by each of Buyer and the Agent (which the Accounting Firm shall be instructed to promptly distribute to Buyer and the Agent upon receipt of both presentations) and one written response of each of Buyer and the Agent to each such presentation so submitted (which the Accounting Firm shall be instructed to promptly distribute to Buyer and the Agent upon receipt of such responses), (iii) not ascribe a value to any Disputed Item higher or lower, as the case may be, than the highest or lowest value ascribed by the Agent or Buyer in the Closing Consideration Certificate and Disputed Items Notice, respectively, and (iv) make a determination of the Closing Consideration and the components thereof based solely on the definitions and other applicable terms and provisions of this Agreement using the calculations set forth in the Closing Consideration Certificate, as modified only by such items which were adjusted by the Agent and Buyer (prior to submission of the Disputed Items) and the Accounting Firm's resolution of the Disputed Items. Buyer and the Agent will direct, and will use reasonable best efforts to cause, the Accounting Firm to complete its determination within sixty (60) days after being selected, and absent fraud by either of the parties and manifest error by the Accounting Firm, such determination will be final and binding on the parties. The fees, costs and expenses of the Accounting Firm will be borne proportionately by Buyer and the Seller on the basis of the discrepancy (in dollars) between such party's determination of Disputed Items (in the aggregate) as presented to the Accounting Firm and the final and binding determination of such Disputed Items (in the aggregate) by the Accounting Firm (e.g., if Buyer is awarded 60% of the difference between its claim and the claim of the Agent as presented to the Accounting Firm, then Buyer must pay 40% of the Accounting Firm's fees and expenses, and the Agent must pay the remaining 60% of the Accounting Firm's fees and expenses (on behalf of the Seller)). Buyer and the Agent shall otherwise each bear their own costs and expenses incurred in connection with the preparation of the Closing Consideration Certificate and the Disputed Items Notice, as the case may be, and the determination of the Closing Consideration and components thereof.

(d) If the Agent does not deliver the Disputed Items Notice to Buyer within thirty (30) days after receipt by Buyer of the Closing Consideration Certificate, the Closing Consideration specified in the Closing Consideration Certificate will be conclusively presumed to be true and correct in all respects and will be final and binding upon the parties. Any item not specifically referred to in the Disputed Items Notice shall be deemed final and binding on the parties and shall not be modified by the Accounting Firm. Any Disputed Items shall be deemed to be final and binding on the parties when (i) determined by the Accounting Firm in accordance with Section 2.7(c) or (ii) agreed to in writing by each of Buyer and the Agent.

(e) At such time as the Closing Consideration is finally determined:

(i) if the Closing Consideration is greater than the Estimated Closing Consideration, then (A) the Buyer shall pay or cause to be paid to the Seller the amount by which the Closing Consideration exceeds the Estimated Closing Consideration by wire transfer of immediately available funds to an account specified for the Agent in writing, and (B) Buyer and the Agent shall promptly, but in no less than three (3) Business Days, submit joint written instructions to the Escrow Agent instructing the Escrow Agent to release and distribute to the Seller the entire Adjustment Escrow Amount (including any interest accrued on such amount);

(ii) If the Closing Consideration is less than the Estimated Closing Consideration (such difference, the "Closing Consideration Deficit"), then (A) Buyer and the Agent shall promptly submit joint written instructions to the Escrow Agent instructing the Escrow Agent to release and distribute (i) to Buyer an amount of the Adjustment Escrow Amount equal to the

amount of the Closing Consideration Deficit, and (ii) to the Seller the remaining amount of the Adjustment Escrow Amount (including any interest accrued on such amount), if any, and (B) if the amount of the Closing Consideration Deficit exceeds the Adjustment Escrow Amount, then the Seller shall promptly pay or cause to be paid to the Buyer the amount by which the Closing Consideration Deficit exceeds the Adjustment Escrow Amount by wire transfer of immediately available funds to an account specified by the Buyer in writing; and

(iii) if the Closing Consideration is equal to the Estimated Closing Consideration, no further payments shall be required under this Section 2.7(e).

(f) Any payments made pursuant to this Section 2.7 will constitute an adjustment of the Purchase Price for Tax purposes and will be treated as such by the parties on their Tax Returns. The purpose of the Purchase Price adjustment set forth in this Section 2.7 is solely to measure any differences between the Estimated Closing Consideration and the Closing Consideration in accordance with the Accounting Principles and the applicable definitions in this Agreement. The process and adjustments set forth in this Section 2.7 will be the sole and exclusive remedy of any of the parties and their respective Affiliates for any disputes related to any differences between the Estimated Closing Consideration and the Closing Consideration. For the avoidance of doubt, the calculations to be made pursuant to this Section 2.7 and the adjustments made pursuant to this Section 2.7 are not intended to be used to adjust for errors or omissions that may be found with respect to the Financial Statements or any inconsistencies between the Financial Statements or the Accounting Principles, on the one hand, and GAAP, on the other hand. After the final determination of Closing Consideration, none of the parties will have the right to make any claim based upon the preparation of the Closing Consideration Certificate or the calculation of the Closing Working Capital, Work-in-Process, Closing Cash, Closing Indebtedness, and Transaction Expenses as of the Closing (even if subsequent events or subsequently discovered facts would have affected the determination of the Closing Consideration Certificate or the calculations of Closing Working Capital, Work-in-Process, Closing Cash, Closing Indebtedness, and Transaction Expenses had such subsequent events or subsequently discovered facts been known at the time of the determination of the Closing Consideration).

(g) The Agent and his Representatives will be given full access at reasonable times and upon reasonable notice to (and shall be allowed to make copies of) the books and records of the Company and to any knowledgeable personnel of the Company reasonably requested by such Persons, in each case in connection with the final determination of the Closing Consideration or any dispute relating thereto.

2.8 Withholding Rights. Notwithstanding anything in this Agreement to the contrary, Buyer, the Company and Seller (and any of the Affiliates and designees of the foregoing), and any other Person required to make a payment under this Agreement or any other applicable withholding agent, as applicable, shall be entitled to withhold and deduct (or cause to be withheld and deducted) from the consideration otherwise payable pursuant to this Agreement such amounts as required to be deducted and withheld with respect to the making of such payment under the Code or other applicable Law; provided that upon becoming aware of any potential required withholding (other than any required withholding in respect of any compensatory amounts for wages or compensation for services or resulting from the failure to deliver the certificate described in Section 2.5(b)) such Person shall, prior to such deduction or withholding on any such amounts payable, use commercially reasonable efforts to provide written notice to the Agent of its intent to deduct or withhold and provide the payee with a reasonable opportunity to provide such forms or other evidence as may reduce, eliminate or mitigate such deduction or withholding. Any such withheld amounts that are paid over to the applicable Taxing Authority shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

Article III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholders. Except as set forth on the Disclosure Schedule, each Shareholder, severally as to himself, herself or itself only (and not jointly or otherwise as to any other Shareholder) represents and warrants to Buyer as of the date of this Agreement as follows:

(a) **Capacity, Execution and Delivery; Valid and Binding Agreement.** With regard to each Shareholder that is an individual, such Shareholder has all requisite legal capacity necessary to execute and deliver this Agreement and the other Transaction Documents of such Shareholder contemplated hereby, to perform such Shareholder's obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. With regard to each Shareholder that is not an individual, such Shareholder is duly organized, validly existing and in good standing (or its equivalent) under the Laws of the jurisdiction of its organization and possesses all requisite corporate, limited liability company, or other power and authority necessary to execute and deliver this Agreement and the other Transaction Documents of such Shareholder contemplated hereby, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement, and each of such other Transaction Documents delivered by such Shareholder at the Closing, has been duly and validly executed and delivered by such Shareholder, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement, and such other agreements, instruments and documents of such Shareholder, constitute, the legal, valid and binding obligation of such Shareholder, enforceable against such Shareholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) **No Conflict or Violation.** The execution, delivery, and performance by such Shareholder of this Agreement and the other Transaction Documents to which such Shareholder is a party and the consummation by such Shareholder (or, after the Pre-Closing Reorganization, by Seller) of the transactions contemplated hereby and thereby do not (i) assuming all Governmental Filings described or referenced in Section 3.2(c) and any filings as may be required under the HSR Act have been obtained or made, violate any applicable Law or Governmental Order to which such Shareholder or Seller is subject, (ii) (A) require a consent or approval under, or (B) conflict with, result in a violation or breach of, or constitute a default under any Contract to which such Shareholder or Seller is a party, by which such Shareholder or Seller is bound or to which such Shareholder's or Seller's respective Shares are subject, or (iii) conflict with or result in a breach of any provisions of any Organizational Document of such Shareholder or Seller (to the extent such Shareholder or Seller is not an individual person).

(c) **Ownership of Shares.** Except for any transfer restrictions imposed by (i) federal and state securities laws and (ii) the Company's (or, after the Pre-Closing Reorganization, the Seller's) Organizational Documents, such Shareholder owns, beneficially and of record, the Shares set forth opposite such Shareholder's name on Schedule I, free and clear of any Encumbrances or restrictions on transfer. Other than as set forth on Schedule I, such Shareholder does not own any Shares, ownership interest, or other warrants or equity interests in the Company (or, after the Pre-Closing Reorganization, the Seller) or any other options, warrants or other rights to acquire or subscribe for capital stock or other warrants or equity interests of the Company. There is no voting trust or other agreement or understanding to which such Shareholder (or, after the Pre-Closing Reorganization, the Seller) is a party or is bound with respect to the voting, registration or (except for this Agreement) transfer of the Shares.

(d) Brokers' Fees. Such Shareholder (and, after the Pre-Closing Reorganization, Seller) has not dealt with any broker, finder, or similar agent with respect to the transactions contemplated by this Agreement, and such Shareholder (and, after the Pre-Closing Reorganization, Seller) is under no obligation to pay any broker's fee, finder's fee, or commission in connection with the consummation of the transactions contemplated by this Agreement as a result of any agreement of such Shareholder or Seller.

(e) Legal Proceedings. There are no Actions pending or threatened against or affecting such Shareholder (or, after the Pre-Closing Reorganization, Seller) or in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated by this Agreement or that could otherwise impair such Shareholder's or Seller's ability to consummate the transactions contemplated by this Agreement and the other Transaction Documents to which such Shareholder or Seller, as applicable, is a party.

(f) Securities Matters; Investigation; Non-Reliance.

(i) Each Shareholder acknowledges that the information supplied by such Shareholder in the warranties, acknowledgements and agreements contained herein and in the Accredited Investor Questionnaire will be relied upon by Buyer in concluding that the Closing Parent Shares have been issued pursuant to Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D promulgated under the Securities Act.

(ii) Each Shareholder (A) is an "accredited investor" as defined in Rule 501(a) of Regulation D; (B) has not been presented with or solicited by or through any leaflet, public promotional meeting, television advertisement or any other form of "general solicitation" or "general advertising" (as those terms are defined in Regulation D) in connection and concurrently with this Agreement and the transactions contemplated hereby and is not receiving the Closing Parent Shares as a result of any such general solicitation or general advertising; and (C) is acquiring the Closing Parent Shares for his, her or its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and, except as contemplated by this Agreement, such Shareholder has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof.

(iii) Each Shareholder is sufficiently aware of Buyer's business affairs and financial condition to evaluate the risks and merits of receiving the Closing Parent Shares and reach an informed and knowledgeable decision to receive the Closing Parent Shares. Each Shareholder is able to financially bear the risks of receiving the Closing Parent Shares. Each Shareholder acknowledges that information regarding Buyer is publicly available via the SEC's website (www.sec.gov). Each Shareholder has made its own investment decision to receive the Closing Parent Shares based on its own knowledge and experience in finance and business and information which is publicly available, including Parent's publicly available annual, quarterly and current reports.

(iv) Each Shareholder acknowledges and understands that the Closing Parent Shares issuable pursuant to this Agreement have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act, and such shares cannot be sold, transferred or otherwise disposed of unless the resale of such shares is subsequently registered under the Securities Act or an exemption from registration is then available. Each Shareholder acknowledges and understands that, to ensure compliance with the restrictions imposed by applicable securities laws and this Agreement, Buyer may issue appropriate "stop-transfer" instructions to its transfer agent.

(v) Each Shareholder acknowledges and understands that each book-entry notation representing any Closing Parent Shares issued hereunder shall bear the following legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(g) Disclaimer of Warranties. Except as specifically set forth in this Section 3.1 (as modified by the Disclosure Schedules hereto), none of the Shareholders or any of their respective Affiliates, officers, employees, directors, partners, equityholders, shareholders, managers, consultants, agents, counsel, Representatives, or advisors (other than the Company pursuant to Section 3.2) makes or has made any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, to Buyer or any of its Affiliates, officers, employees, directors, partners, equityholders, shareholders, members, managers, shareholders, consultants, agents, counsel, Representatives, advisors, or financing sources. Any representations and warranties of the Shareholders not specifically set forth in this Section 3.1 (as modified by the Disclosure Schedules hereto), whether express or implied (including any implied or express warranty of merchantability, fitness for a particular purpose, or non-infringement), are disclaimed by the Shareholders. For avoidance of doubt and without limiting the foregoing, no representation or warranty is made with respect to any (i) financial projections, forecasts, or similar information or statements made, communicated, or furnished (orally or in writing) to Buyer or any of its Affiliates or any other Person, (ii) any "management presentations", "confidential information memoranda", "teasers" or similar or accompanying materials, or (iii) the contents of any "data room" or "virtual data room." No Shareholder makes or has made any representation or warranty to Buyer or any of its Affiliates or any other Person regarding the probable success or profitability of the Company.

3.2 Representations and Warranties Regarding the Company. Except as set forth on the Disclosure Schedule, the Company represents and warrants to Buyer that each of the statements contained in this Section 3.2 is true and correct as of the date of this Agreement (except for any representations and warranties that state a different specified date).

(a) Due Organization and Good Standing. The Company is duly formed or organized, validly existing and in good standing (or its equivalent) under the Laws of its place of formation or organization, and is qualified or otherwise authorized to transact business as a foreign entity and is in good standing (or its equivalent) under the Laws of every other jurisdiction in which such qualification or authorization is required under applicable Law. The Company has all requisite corporate or limited liability company power and authority to own, lease, and operate its properties and to carry on its business as now conducted.

(b) Authorization, Execution and Delivery; Valid and Binding Agreement. The Company has the corporate or limited liability company authority and has taken all required corporate or limited liability company action on its part necessary to permit it to execute and deliver and to carry out the terms of this Agreement and the other Transaction Documents to which it is a party. This Agreement and

each of such other Transaction Documents to which the Company is a party have been duly and validly executed and delivered by the Company, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement and such other Transaction Documents constitute, the legal, valid and binding obligation of the Company, enforceable against the applicable entity in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). The Company has made available to Buyer true, correct and complete copies of the Organizational Documents of the Company, in each case, as amended and in effect on the date hereof. The Company is not in violation in any material respect of any provision of its Organizational Documents. All minute books and other corporate records of the Company are in the possession of the Company at the Facilities.

(c) Governmental Filings. No filings or registration with, notification to, or authorization, consent, or approval of any Governmental Entity (collectively, "Governmental Filings") are required in connection with the execution, delivery, and performance of this Agreement or the other Transaction Documents of the Company contemplated hereby, except the Governmental Filings set forth on Part 3.2(c) of the Disclosure Schedule, if any.

(d) Capital Structure; Subsidiaries.

(i) Part 3.2(d)(i) of the Disclosure Schedule sets forth a complete and accurate list of all Equity Securities of the Company and the record holders thereof. Such equity interests are duly authorized and validly issued. There are no outstanding options, warrants, convertible or exchangeable securities, profits interests, or other rights that would obligate the Company to issue additional Equity Securities. The offer, issuance, and sale of all outstanding Equity Securities of the Company were made in compliance with all applicable federal and state securities laws. Except as set forth on Part 3.2(d)(i) of the Disclosure Schedule, there are no agreements, written or oral, to which the Company is a party relating to the acquisition, disposition, voting or registration under applicable securities laws of any Equity Securities. Except as set forth on Part 3.2(d)(i) of the Disclosure Schedule, there are no outstanding or authorized share appreciation, phantom equity, or similar rights with respect to the Company. No Shareholder (or, after the Pre-Closing Reorganization, Seller) or the Company is a party to any voting trusts, proxies, equityholder agreement or other similar agreement with respect to the voting or transfer of any of its Equity Securities other than as set forth in the Organizational Documents thereof.

(ii) Except as set forth on Part 3.2(d)(ii) of the Disclosure Schedule, the Company does not have any subsidiaries. Except as set forth on Part 3.2(d)(ii) of the Disclosure Schedule, the Company does not, directly or indirectly, own or have the right to acquire any equity interest in any corporation, limited liability company, partnership, joint venture, trust, or other business organization.

(e) Financial Statements.

(i) Part 3.2(e)(i) of the Disclosure Schedule attaches true and complete copies of the Financial Statements. Subject to the exceptions set forth on Part 3.2(e)(i) of the Disclosure Schedule, the Audited Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved, and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of operations for the periods then ended. Subject to the exceptions set forth on Part 3.2(e)(i) of the Disclosure Schedule, the Interim Financial Statements have been prepared in accordance with GAAP for the period involved

(subject to normal recurring adjustments necessary for a fair presentation of interim results and the absence of notes thereto) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of operations for the period then ended.

(ii) Except as set forth on Part 3.2(e)(ii) of the Disclosure Schedule, the Company has no liabilities of any kind required to be recorded as such under GAAP except for: (A) liabilities or obligations reflected or reserved against on the Balance Sheet; (B) liabilities of the sort and type set forth on the Balance Sheet (rather than any notes thereto) incurred in the ordinary course of business of the Company since the date of the Balance Sheet (none of which relates to a breach of Contract, breach of warranty, tort, infringement, misappropriation, lawsuit or violation of Law and none of which is material, either individually or in the aggregate); or (C) other liabilities set forth in, or arising out of matters described in, Part 3.2(e)(ii) of the Disclosure Schedule. The Company maintains systems of internal accounting controls sufficient to provide reasonable assurances (i) regarding the reliability of the Company's financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, (ii) that receipts and expenditures of the Company are being made in accordance with the Company's policies and procedures, and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the Company's financial statements.

(f) No Conflict or Violation. Except as set forth on Part 3.2(f) of the Disclosure Schedule, the execution, delivery, and performance by the Company of this Agreement and the other Transaction Documents of the Company contemplated hereby and the consummation by the Company of the transactions contemplated hereby and thereby do not and will not, in each case, (i) assuming all Governmental Filings described or referenced in Section 3.2(c) have been obtained or made, violate, any applicable Law or Governmental Order to which the Company is subject, (ii) (A) require a consent or approval under, (B) conflict with, result in a material violation or breach of, or constitute a default, require the delivery of notice under, or (C) result in the acceleration of, or a right to accelerate, terminate, or cancel, any Company Contract, (iii) violate the Organizational Documents of the Company, or (iv) result in the creation of any Encumbrance upon any properties or assets of the Company.

(g) Legal Proceedings. Except as set forth on Part 3.2(g) of the Disclosure Schedule, there are no, and during the Look-Back Period there have not been any, Actions pending, or, to the Knowledge of the Company, threatened against (i) the Company or any properties or rights of the Company or to which the Company is otherwise a party, or (ii) any officer, manager, director, or employee of the Company acting in his or her capacity as such as it relates to the business of the Company, in each case, other than any Action with an amount in controversy less than \$ [REDACTED] nor, to the Knowledge of the Company, are there any circumstances which exist that would be reasonably likely to give rise to any such Action. Except as set forth on Part 3.2(g) of the Disclosure Schedule, the Company is not the subject of any Governmental Order.

(h) Personal Property; Owned and Leased Real Property.

(i) Except as may be reflected in the Financial Statements or set forth on Part 3.2(h)(i) of the Disclosure Schedule, the Company has good and valid title to, or a valid leasehold interest in, free and clear of any Encumbrances (except for Permitted Encumbrances), to all Assets used or held for use by the Company, including the tangible personal property reflected on the Balance Sheet and all tangible personal property acquired since the Balance Sheet Date, except for such tangible personal property as has been disposed of in the ordinary course of business since the Balance Sheet Date. At the Closing, the Assets of the Company will include all of those

Assets used to conduct the businesses of the Company as presently conducted and Shareholders do not have and will not have possession or title to any such Assets.

(ii) Except as set forth on Part 3.2(h)(ii) of the Disclosure Schedule, none of the Company's tangible Assets require repairs or maintenance, other than ordinary or routine maintenance and repairs that are not material in nature or costs (which, for purposes of this Agreement, shall include costs for any repairs to any particular piece of equipment that individually or in the aggregate, exceed \$[REDACTED]). Each material tangible Asset owned or leased by the Company (A) has been maintained in all material respects in accordance with customary business practices, including with respect to regularly scheduled maintenance at regular service intervals, and (B) is suitable in all material respects for the purposes for which it is used.

(iii) The Company does not lease any real property.

(iv) Part 3.2(h)(iv) of the Disclosure Schedule sets forth a list of Facilities. The Company has made available to Buyer copies of the deeds and other instruments by which the Company acquired the Facilities and copies of all title insurance policies, and surveys relating to the Facilities. The Company has good and marketable fee simple title to the Facilities, free and clear of Encumbrances, except Permitted Encumbrances. Each Facility is in good operating condition without material structural defects, normal wear and tear excepted, is in sufficient condition to support the current operations of the business of the Company at each such Facility in all material respects, and no condition exists requiring material repairs, alterations, or corrections. The Company does not lease any Facility or any portion thereof to any third-party. The Facilities constitute all interests in real property currently used in connection with the business of the Company. Except as disclosed on Part 3.2(h)(iv) of the Disclosure Schedule, the Facilities are not subject to any title exceptions, variances, reservations or Encumbrances of any kind or nature, other than Permitted Encumbrances, except those that do not materially and adversely impair the current use or occupancy. The Company is not party to or bound by any Contract (including any option or right of first refusal) for the purchase or sale of any real estate interest or any Contract for the lease to or from the Company of any real estate interest not currently in possession of the Company.

(v) There are no unpaid charges, costs or expenses for improvements to the Facilities which could give rise to any mechanic's or materialmen's or other statutory liens. No portion of any Facility is subject to assessment or collection of additional Taxes for prior years based on a change in land usage or ownership. All utilities (including water, sewer, gas, electricity, trash removal, and telephone service) are available to and connected with each Facility in sufficient quantities to adequately serve the current use of the same. No Shareholder or the Company has received any written notice of any pending condemnation or similar Proceeding affecting any Facility or any portion thereof, and to the Company's Knowledge, no such threatened Proceeding exists. Each Facility includes legal, valid rights of ingress, egress and access (by way of sufficient title to such easements, rights of way and other rights appurtenant to such Facility that are necessary to permit ingress, egress, and access), and no fact or condition exists which would reasonably be likely to result in the termination of any such ingress, egress, or access. Except as set forth in the Title Commitments, there are no written development agreements or development obligations with any Governmental Entity required in connection with the development of any Facility that remain incomplete, and there are no offsite or subdivision improvements required by any applicable Governmental Entity for the intended use and occupancy of any Facility that remain incomplete.

(vi) No Seller Party has taken any action, or failed to take any action, to create any defect, lien, encumbrance, transfer of interest, constructive trust, other equity in, or other matter affecting the real estate comprising any Facility that is not disclosed in the Title Commitment

("Adverse Interests"), and to the actual knowledge of each Seller Party and to the Company's Knowledge, no such Adverse Interests are omitted from the Title Commitment and no fact, circumstance, or occurrence exists which would reasonably be expected to give rise to a defense by the Title Company to a claim under the Title Policy relating to the imputation of the knowledge of the Seller Parties to the Company or the Buyer.

(i) Taxes. Except as set forth on Part 3.2(i) of the Disclosure Schedule:

(i) The Company has timely filed with the appropriate Taxing Authority (taking into account permitted extensions) all Income Tax Returns and other Tax Returns required to have been filed by it (and each such Tax Return is true, correct, and complete in all material respects). The Company has timely paid in full all Taxes due and payable by it (whether or not shown to be due and payable on any such Tax Return).

(ii) The Company does not have any Tax liabilities with respect to its income, property and operations, except for Tax liabilities (i) reflected in a reserve for Tax liabilities (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Balance Sheet, or (ii) that have arisen after the Balance Sheet Date in the ordinary course of business.

(iii) The Company has withheld all Taxes required to be withheld from amounts paid or owing to any employee, independent contractor, customer, equityholder, creditor or other Person under the Code or any provision of state, local or foreign Law, as applicable, and has duly remitted any such amounts to the appropriate Taxing Authority and has complied in all material respects with all information reporting, recordkeeping and back up withholding requirements with respect thereto. The Company has correctly classified in all material respects all individuals performing services on behalf of the Company as common law employees, leased employees, independent contractors or agents for purposes of Tax reporting and Tax withholding as required by applicable Law.

(iv) All deficiencies asserted, or assessments made, against the Company as a result of any Tax Claim by any Taxing Authority have been fully paid. No dispute, claim audit or other Tax Claim by any Taxing Authority is pending or, to the Knowledge of the Company, threatened with respect to any Taxes due from or with respect to the Company or any assets or properties of the Company. The Company has not received written notice from any Taxing Authority (i) indicating an intent to open an audit or other review of the Company or (ii) requesting information related to Tax matters with respect to the Company; in each case, that remains unresolved or pending. There are no closing agreements or similar arrangements, which are still in effect, with any Taxing Authority with respect to the determination of the Tax liability of the Company.

(v) The Company has not received written notice from any Taxing Authority in a jurisdiction where it has never paid Taxes or filed Tax Returns asserting that the Company is or may be required to file a Tax Return or is otherwise subject to Taxes assessed by such jurisdiction; in each case, that remains unresolved or pending.

(vi) There are no liens for Taxes against any of the Company's assets, other than liens that constitute a Permitted Encumbrance, and, to the Knowledge of the Company, no Taxing Authority is in the process of imposing any lien for Taxes upon the Company or any of its assets or properties.

(vii) The Company has not waived any statute of limitations in respect of Taxes or entered into any agreement with a Taxing Authority extending the period for assessment or collection of any Taxes, and, to the Knowledge of the Company, no such waiver or extension of any statute of limitations has been requested by any Taxing Authority; in each case, that remains in effect or pending. The Company has not executed any power of attorney with respect to any Tax, other than powers of attorney that are no longer in force.

(viii) The Company (i) does not have any liability for the Taxes of any Person as a transferee or successor, by Contract, or pursuant to any Law, (ii) is not and has not been a party to any Tax allocation, indemnity or sharing agreement for which the Company may be liable after the Closing Date (in each case with respect to clause (i) or (ii), excluding obligations under Contracts entered into in the ordinary course of business the primary subject matter of which is not Taxes), (iii) is not a party to any joint venture, partnership, Contract or other arrangement which is treated (or reasonably could be treated) as a partnership for U.S. federal Income Tax purposes and (iv) does not own a direct or indirect equity interest in any Person.

(ix) The Company has made available to Buyer copies of all Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by, the Company for all Tax periods ending after December 31, 2021.

(x) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (1) change in method of accounting for a Pre-Closing Tax Period under Section 481 of the Code (or any corresponding or similar provision of applicable state, local or foreign Law); (2) use of an improper method of accounting for a taxable period ending on or before the Closing Date; (3) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of applicable state, local or foreign Law) executed on or prior to the Closing Date; (4) item of gross income (or portion thereof) that is includable for Tax purposes any later than when such item (or portion thereof) is taken in account as revenue in an applicable financial statement of such entity for purposes of Section 451(b) of the Code; (5) receipt of any prepaid amounts received or deferred revenue accrued on or prior to the Closing Date; or (6) installment sale under Section 453 of the Code or open transaction disposition made on or prior to the Closing Date.

(xi) For federal, and applicable state and local Income Tax purposes, (A) the Company is, and has been at all times since February 8, 1993 through the completion of the Pre-Closing Reorganization, a valid "S corporation" (within the meaning of Section 1361(a) of the Code), and (B) following the completion of the Pre-Closing Reorganization through the Closing Date, the Company is and has been an entity that is disregarded as separate from the Seller. No event has occurred (or fact has existed) that would preclude the Company from initially qualifying as an "S corporation" under Section 1361(a) of the Code or which would terminate the Company's S corporation status (other than the Pre-Closing Reorganization). The Company has not received written notice from any Taxing Authority challenging the effectiveness of any such election. The Company does not have any liability for Taxes under Section 1374 or Section 1375 of the Code (or any similar provision of applicable state, local or foreign Law).

(xii) The Company has not engaged in any "listed transaction" as defined in the Treasury Regulations promulgated under Section 6011 of the Code.

(xiii) The Company has not distributed the stock of another Person, or had its stock distributed by another Person, in a transaction intended to be governed in whole or in part by Sections 355 or 361 of the Code.

(xiv) The Company has not (i) deferred any portion of any payroll, social security, unemployment, withholding or other Taxes pursuant to Section 2302 of the CARES Act or any other Law enacted or Governmental Order issued on account of or in response to COVID-19; in each case, that remains unpaid, or (ii) claimed any Tax credits under Sections 7001 through 7005 of the FFCRA or Section 2301 of the CARES Act.

(xv) The Company has (i) filed or caused to be filed with the appropriate Governmental Entity all reports required to be filed with respect to any material unclaimed property and has remitted to the appropriate Governmental Entity all material unclaimed property required to be remitted, or (ii) delivered or paid all material unclaimed property to its original or proper recipient. No material asset of the Company is escheatable to any Governmental Entity under any applicable Law, including material uncashed checks to vendors, employees, non-refunded over payments, credits or unused prepaid accounts.

(j) Absence of Certain Changes. Except as set forth on Part 3.2(j) of the Disclosure Schedule and as otherwise contemplated by this Agreement or the other Transaction Documents, from the Balance Sheet Date through the date of this Agreement, the Company has conducted its business and operations solely in the ordinary course of business, and there has not occurred, nor, since the Balance Sheet Date, has there been occurrence that would reasonably be expected to have, any Material Adverse Effect. Except as set forth on Part 3.2(j) of the Disclosure Schedule and as otherwise contemplated by this Agreement, including the Pre-Closing Reorganization, or the other agreements, instruments, and documents contemplated hereby, from the Balance Sheet Date through the date of this Agreement, the Company has not:

(i) redeemed any of its Equity Securities;

(ii) authorized for issuance, pledged, transferred, issued, sold, delivered, granted or otherwise disposed of any of its Equity Securities, or granted any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its Equity Securities;

(iii) amended any of its Organizational Documents;

(iv) allowed any new Encumbrance to be placed upon any of its assets, other than Permitted Encumbrances;

(v) incurred or guaranteed any Indebtedness in an aggregate amount exceeding \$ [REDACTED] other than trade payables in the ordinary course of business;

(vi) cancelled or waived any claims with a potential value in excess of [REDACTED], other than in the ordinary course of business;

(vii) amended, terminated or canceled or waived any material right under any material Company Contract, other than in the ordinary course of business;

(viii) acquired (by merger, consolidation, or acquisition of stock or assets) any corporation, partnership, or other business organization or division thereof or collection of assets constituting all or substantially all of a business or business unit;

(ix) sold, leased, pledged, transferred, or otherwise disposed of, or subjected to any Encumbrance (other than a Permitted Encumbrance) any material property or assets or any material group of properties or assets, other than in the ordinary course of business;

(x) materially changed its accounting methods or principles theretofore adopted, except as required by GAAP or applicable Law or reflected in the Financial Statements;

(xi) experienced any damage, destruction, or casualty loss (other than those covered by insurance) with respect to any of the assets or properties of the Company that, individually or in the aggregate, exceeds \$[REDACTED];

(xii) (A) negotiated, modified, extended, or entered into any collective bargaining agreement or other Contract with any labor union or labor organization or (B) recognized or certified any labor union, labor organization, or group of employees as the bargaining representative for any employees of the Company;

(xiii) implemented any employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions, work schedule changes or other such actions that implicate the WARN Act;

(xiv) (A) made any change in compensation paid or payable to any officer or earning more than \$[REDACTED] per annum, other than any change in the ordinary course of business, (B) amended or established any Company Plan (or any arrangement that would constitute a Company Plan, if adopted), except to the extent required by applicable Law or the terms of any Company Plan or Contract; or (C) except for a termination resulting from a resignation of employment, terminated the employment of any officer or senior management employee, other than for cause;

(xv) entered into any settlement, conciliation or similar agreement with any Governmental Entity or pursuant to which the Company will have any material outstanding obligation after the date of this Agreement;

(xvi) (A) made (other than consistent with past practice) or changed any material Tax election, (B) changed any material method of Tax accounting, (C) entered into any "closing agreement" with any Taxing Authority with respect to a material amount of Taxes, (D) settled any claim or assessment in respect of a material amount of Tax, or (E) consented to any extension or waiver of the limitations period applicable to any material Tax claim or assessment;

(xvii) committed or authorized any commitment to make any single capital expenditure that is in excess of \$[REDACTED], individually, or capital expenditures that are in excess of \$[REDACTED] in the aggregate;

(xviii) commenced or settled any actual or threatened Action, other than any such Action involving only monetary relief in an amount of \$[REDACTED] or less; or

(xix) entered into any Contract to take any of the actions specified in this Section 3.2(j).

(k) Company Contracts. Part 3.2(k) of the Disclosure Schedule sets forth a list of Contracts in effect as of the date of this Agreement to which the Company is a party and which are in any one or more of the categories listed below, except those which will be terminated at or prior to the Closing or are terminable by notice of not more than sixty (60) days without material liability to the Company (collectively, the "Company Contracts");

- (i) any joint venture agreement or partnership agreement;
- (ii) any Contract related to an acquisition or divestiture of any corporation, partnership, or other business organization or division thereof or collection of assets constituting all or substantially all of a business or business unit by the Company during the Look-Back Period;
- (iii) any Contract for the lease of equipment involving payments in excess of \$[REDACTED] per year;
- (iv) any employment, severance, retention, deferred compensation, or consulting agreement involving payments in excess of \$[REDACTED] in any twelve (12) month period;
- (v) any collective bargaining agreement or other Contract with any labor union or labor organization;
- (vi) any Contract evidencing Indebtedness (other than capitalized leases) of the Company in excess of \$[REDACTED], or under which the Company has issued any note, bond, indenture, mortgage, security interest, or other evidence of Indebtedness, or has directly or indirectly guaranteed Indebtedness (other than capitalized leases), liabilities, or obligations of any Person;
- (vii) any Contract granting most favored nation pricing or exclusive rights to a counterparty;
- (viii) any Contract containing a covenant not to compete binding on the Company;
- (ix) any Contract which grants to any Person an option or a first refusal or similar preferential right to purchase or acquire any material asset of the business of the Company;
- (x) any pension, bonus, synthetic equity, sale bonus, profit sharing, stock option, employee equity purchase or other plan, program, policy, agreement or arrangement providing for deferred or other compensation to employees;
- (xi) any Contract other than of a type described in subsections (i) through (x) of this Section 3.2(k) requiring future (A) payments by the Company, (B) performance of services by the Company with a value, or (C) receipt of goods or services by the Company with a value, in each of the foregoing cases, in excess of \$[REDACTED] per year, but excluding purchase orders for Inventory that are terminable at will;
- (xii) Contracts with Significant Customers;
- (xiii) Contracts with Significant Vendors; and
- (xiv) any outstanding binding commitment to enter into any agreement of the type described in subsections (i) through (xi) of this Section 3.2(k).

Except as set forth on Part 3.2(k) of the Disclosure Schedule, (A) the Company is not in breach of or default under, or in receipt of any written or, to the Knowledge of the Company, oral claim of breach of or default under any Company Contract in any material respect, (B) to the Knowledge of the Company, no counterparty is in breach of or default under any Company Contract in any material respect, and (C) each Company Contract is in full force and effect and is a legal, valid and binding agreement of the Company and, to the Knowledge of the Company, of the other parties thereto, enforceable against each of them in accordance with its terms, in each case, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights or to general principles of equity.

(l) Employees and Compensation.

(i) The Company is not, or during the Look-Back Period has not been, subject to any pending or, to the Knowledge of the Company, threatened labor dispute, labor-related arbitration, labor-related lawsuit, strike, lockout, work stoppage, picketing or labor-related administrative Proceeding.

(ii) The Company's employees are not represented by any labor union nor are any collective bargaining agreements otherwise in effect with respect to such employees in connection with their employment by the Company and no union organizing activities involving such employees are pending or, to the Knowledge of the Company, threatened. During the Look-Back Period, to the Knowledge of the Company, there have been no union organizing activities involving any employees of the Company, whether actual or threatened. During the Look-Back Period, no labor union, other labor organization, or group of employees of the Company has made a demand for recognition or certification, and there are no representation or certification Proceedings presently pending or threatened to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority relating to the Company.

(iii) Except as set forth on Part 3.2(l)(iii) of the Disclosure Schedule, the Company is and during the Look-Back Period has been in compliance in all material respects with all applicable Laws respecting labor, employment and employment practices, including all Laws respecting terms and conditions of employment, health and safety, wages and hours (including the classification of independent contractors and exempt and non-exempt employees), immigration (including the completion of Forms I-9 for all employees, participation in E-Verify, the proper confirmation of employee visas, and satisfaction of all applicable requirements under the H-2B temporary non-agricultural visa program), employment harassment, discrimination or retaliation, whistleblowing, disability rights or benefits, equal opportunity, plant closures and layoffs (including the WARN Act), employee trainings and notices, workers' compensation, labor relations, employee leave issues, affirmative action and unemployment insurance.

(iv) The Company has no liability that is past due for (A) any unpaid wages, salaries, wage premiums, commissions, bonuses, fees, or other compensation to their current or former directors, officers, employees and independent contractors under applicable Law, Contract or Company policy, other than accrued payroll; and/or (B) any fines, Taxes, interest, or other penalties for any failure to pay or delinquency in paying such compensation.

(v) Part 3.2(l)(v) of the Disclosure Schedule sets forth (A) a true and correct list of the name, job title, and current annual salary of each officer or employee of the Company whose annual base salary exceeds [REDACTED] and (B) any other form of compensation (other than salary, bonuses, or immaterial or customary benefits) paid or payable by the Company to each such officer or employee for the most recent fiscal year. No employee of the Company is on long-term disability leave or is otherwise an inactive employee. All employees of the Company are

employees at-will, and no former employee has any right to recall or reemployment. As of the date of this Agreement, no officer or senior management employee has given notice to the Company of his or her intention to resign from his or her employment with the Company, excluding resignations from officer, manager and director positions pursuant to this Agreement. To the Knowledge of the Company, no officer, senior management employee or group of employees intends to resign from employment with the Company.

(vi) Except as set forth on Part 3.2(l)(vi) of the Disclosure Schedule, the Company has neither paid nor will the Company be required, as a result solely of the consummation of the sale of the Interests at the Closing contemplated by this Agreement, to pay any bonus, fee, distribution, remuneration, or other compensation to any Person.

(vii) There are no complaints, charges or claims pending or threatened in writing or, to the Knowledge of the Company, verbally against the Company that would reasonably be expected to be brought or filed, with any Governmental Entity based on, arising out of, in connection with, or otherwise relating to the employment, termination of employment, failure to employ, or any other employment action taken in relation to any individual. The Company currently is, and has at all times since the beginning of the Lookback Period been, in compliance in all material respects with all Contracts for employment or engagement as an independent contractor with any employees, former employees, or independent contractors. There has been no "mass layoff" or "plant closing" (as defined by WARN), reduction of employees' hours by more than fifty percent (50%) (sufficient to trigger WARN), or other layoff or employment action that would cause any notice to be provided or liability under WARN with respect to the Company since the beginning of the Lookback Period. During the Lookback Period, there have been no complaints, charges or claims pending or threatened in writing or, to the Knowledge of the Company, verbally against the Company relating to any alleged or actual sexual harassment committed by any employee or former employee.

(m) Compliance with Laws. At all times during the Look-Back Period, the Company has been in compliance in all material respects with all applicable Laws. During the Lookback Period, (i) the Company has not received written notice of any material violation of Law, and (ii) to the Knowledge of the Company, the Company has not been under investigation with respect to any material violation of Law. Except as set forth on Part 3.2(m) of the Disclosure Schedule, the Company possesses all approvals, permits, and licenses required and/or issued by any Governmental Entity (collectively, "Permits") required to conduct its business as it is currently conducted, and such Permits are, and will be as of the Closing, in full force and effect. The Company is not in material default or violation, and no event has occurred which, with notice or the lapse of time or both, would constitute a material default or violation, of any term, condition or provision of any Permit and, to the Knowledge of the Company, there are no facts or circumstances which could reasonably be expected to form the basis for any such material default or violation. To the Knowledge of the Company, none of the Permits will be impaired or otherwise adversely affected as a result of the consummation of the transactions contemplated by this Agreement.

(n) Company Plans.

(i) Part 3.2(n)(i) of the Disclosure Schedule sets forth a list of each Company Plan. With respect to each Company Plan, the Company has made available to Buyer true and complete copies of: (A) any and all material plan texts and agreements; (B) any and all outstanding summary plan descriptions and material modifications thereto; and (C) the most recent annual report, if applicable, with respect to such Company Plan.

(ii) Each Company Plan has been established, maintained, and administered in all material respects in accordance with its terms and applicable Law, including, ERISA and the Code. With respect to each Company Plan, all contributions, premiums and other payments that are due have been timely paid, and any such amounts not yet due have been paid or properly accrued. With respect to each Company Plan that is intended to be qualified under Section 401(a) of the Code and each trust intended to be qualified under Section 501(a) of the Code (each a “Qualified Plan”), such Qualified Plan has received a favorable IRS determination or opinion letter regarding such Qualified Plan’s qualified status, and nothing has occurred that could reasonably be expected to adversely affect such Qualified Plan’s qualified status. There have been no “prohibited transactions” within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA and not otherwise exempt under Section 408 of ERISA and no breaches of fiduciary duty (as determined under ERISA) with respect to any Company Plan. With respect to the Company Plans, there are no Actions (other than routine claims for benefits) pending or, to the Knowledge of the Company, threatened.

(iii) Except as set forth on Part 3.2(n)(iii) of the Disclosure Schedule, the consummation of the transactions contemplated by this Agreement will not, in and of itself, (A) entitle any current or former employee or officer of the Company to severance pay, unemployment compensation, or any other payment, or (B) accelerate the time of payment or vesting, or increase the amount of compensation or benefits due any such employee or officer under any Company Plan or otherwise.

(iv) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby could (alone or in conjunction with any other event), directly or indirectly, result in “excess parachute payment” to any “disqualified individual” within the meaning of Section 280G of the Code. Except as set forth on Part 3.2(n)(iv) of the Disclosure Schedule, the Company does not have any obligation to indemnify or gross-up for any Taxes, including those imposed under Sections 409A and 4999 of the Code.

(v) The Company does not sponsor, maintain, contribute to, or participate in, nor does the Company have any liability (contingent or otherwise), with respect to any Company Plan that constitutes (i) a “multiemployer plan” (as defined in Section 3(37) of ERISA), (ii) an “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA) subject to Title IV of ERISA or Section 412 of the Code, (iii) a “multiple employer plan” or “multiple employer welfare arrangement” within the meaning of ERISA or the Code; or (iv) a “voluntary employee’s beneficiary association” within the meaning of Section 501(c)(9) of the Code.

(vi) Each Company Plan that is a “nonqualified deferred compensation plan” (within the meaning of Section 409A(d)(1) of the Code) has been operated in compliance with Section 409A of the Code, IRS Notice 2005-1, Treasury Regulations issued under Section 409A of the Code, and any subsequent guidance relating thereto, and no additional Tax under Section 409A(a)(1)(B) of the Code has been or is reasonably expected to be incurred by a participant in any such Company Plan, and no employee or former employee of the Company is entitled to any gross-up, reimbursement, equalization or similar payment from, or indemnification by, the Company for any violation of Section 409A or Section 4999 of the Code.

(vii) Each Company Plan can be terminated without payment of any additional contributions or amounts and, except for any vesting of benefits of a Qualified Plan, without the vesting or acceleration of any benefits promised by such Company Plan.

(o) Intellectual Property; Data Privacy.

(i) Part 3.2(o)(i) of the Disclosure Schedule identifies (A) the Company's registered trademarks, patents, and registered copyrights, and applications for the foregoing, and (B) any license pursuant to which owned Company Intellectual Property is licensed to the Company by another Person or licensed to another Person by the Company (other than shrink-wrap, click-wrap, or other similar agreements for commercially available off-the-shelf software). Except as set forth on Part 3.2(o)(i) of the Disclosure Schedule, the Company has not granted to any Person exclusive rights to any of the owned Company Intellectual Property.

(ii) Except where not material or as set forth on Part 3.2(o)(ii) of the Disclosure Schedule, to the Knowledge of the Company: (i) the owned Company Intellectual Property does not infringe or otherwise violate any other Person's Intellectual Property, and there is no such claim pending or currently threatened in writing or, to the Knowledge of the Company, verbally, against the Company; and (ii) no Person is infringing or otherwise violating any owned Company Intellectual Property and no such claims are pending or threatened in writing or, to the Knowledge of the Company, verbally, against any Person by the Company.

(iii) To the Knowledge of the Company, the Company is, and has been, in compliance with all applicable Data Security Requirements in all material respects during the Look-Back Period. Neither the execution and delivery of this Agreement nor the consummation of the Closing and the transactions contemplated hereby will result in a breach or violation of, or constitute a default under, any Data Security Requirement in any material respect. During the Look-Back Period, to the Knowledge of the Company, the Company has not experienced any breach of security, phishing incident, ransomware or malware attack, or other incident in which confidential or sensitive information, payment card data, personally identifiable information, or other protected information relating to individuals was accessed, used, disclosed, or exfiltrated in an unauthorized manner, and the Company has not received any written notices or complaints from any Person or been the subject of any Proceeding with respect thereto.

(iv) The Company uses commercially reasonable efforts to protect the confidentiality, integrity and security of the Computer Systems used in the operation of the Company's business and to prevent any unauthorized use, access, interruption, or modification or other security breach of the Computer Systems (including information therein or accessed, transmitted or processed thereby). The Computer Systems owned, leased or licensed to the Company are sufficient for the conduct of the Company's business as currently conducted and are in sufficiently good working condition to effectively perform all information technology operations of the Company and the Company has purchased a sufficient number of license seats, and scope of rights, for all software as necessary for the operation of the Company's business as currently conducted, and has complied in all material respects with the terms of the corresponding agreements. During the Look-Back Period, to the Knowledge of the Company, there have been no unauthorized uses, accesses, interruptions, modifications, intrusions or other security breaches with respect to such Computer Systems (including information contained therein or accessed, transmitted or processed thereby), or any failures, breakdowns, continued substandard performance, or other adverse events affecting any such Computer Systems that have caused any substantial disruption of or interruption in or to the use of such Computer Systems. The Company maintains commercially reasonable disaster recovery and business continuity plans, procedures and facilities in connection with the operation of the Company's business and act in material compliance therewith.

(p) Brokers' Fees. Except for TM Capital, the Company has not dealt with any broker, finder, or similar agent with respect to the transactions contemplated by this Agreement, and the Company is not under an obligation to pay any broker's fee, finder's fee, or commission in connection with the

consummation of the transactions contemplated by this Agreement as a result of any agreement of the Company.

(q) Affiliate Transactions. Except as set forth on Part 3.2(q) of the Disclosure Schedule and for employment relationships and the payment of compensation and benefits in the ordinary course of business, since the Balance Sheet Date, there have been no material transactions, and as of the date of this Agreement there are no Contracts, between any officer or director of the Company, the Shareholders or any of their respective Affiliates, on the one hand, and the Company, on the other hand. Except as set forth on Part 3.2(q) of the Disclosure Schedule and for employment relationships and the payment of compensation and benefits in the ordinary course of business, no officer or director of the Company, the Shareholders nor any of their respective Affiliates (a) has any ownership interest in any property owned by the Company, (b) owes any amount to the Company nor does the Company owe any amount to, nor has the Company committed to make any loan or extend or guarantee credit to or for the benefit of, any such Person, (c) has any pending or, to the Knowledge of the Company, other claim or cause of action against the Company or (d) owns any direct or indirect interest of any kind in, or controls or is a manager, director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is a competitor, supplier, service provider, customer, client, landlord, tenant, creditor or debtor of the Company.

(r) Insurance. Part 3.2(r) of the Disclosure Schedule sets forth an accurate and complete list of all insurance policies currently in effect relating to the assets, business, operations, Employees, officers or directors of the Company. All such insurance policies are in full force and effect, are valid and enforceable, and all premiums currently due thereunder have been paid. All such policies are (a) in such amounts as are sufficient to (i) comply with applicable Laws, (ii) satisfy the insurance requirements of all Contracts to which the Company is a party or is otherwise bound, and (iii) provide full coverage for all pending and threatened Actions and all existing circumstances that are reasonably expected to give rise to any such Actions; and (b) in such amounts, with such deductibles as are comparable to similarly sized businesses operating in the same industry as the Company, acting prudently. The Company has not received any notice of cancellation or modification in coverage amounts of any such insurance policies. Except as disclosed on Part 3.2(r) of the Disclosure Schedule, as of the date hereof, there are no pending material claims under any such insurance policy. During the Lookback Period, there has been no failure by the Company to give any notice or information, nor has there been any instance where the Company has given inaccurate or erroneous notice or information, in each case, which limits or impairs the rights of the Company under any such insurance policies.

(s) Environmental Matters. Except as set forth on Part 3.2(s) of the Disclosure Schedule:

(i) The Company is currently, and during the Look-Back Period has been, in material compliance with all applicable Environmental Laws.

(ii) The Company has obtained, and is in compliance with, all Permits required by applicable Environmental Laws to conduct its business as it is currently conducted ("Environmental Permits"), and has made all appropriate filings for issuance or renewal of such Environmental Permits during the Look-Back Period.

(iii) During the Look-Back Period, there have been no Releases of Hazardous Substances at the Facilities that would require notification to any Governmental Entities, investigation and/or remediation pursuant to any Environmental Laws.

(iv) There are no Proceedings pending or, to the Knowledge of the Company, threatened relating to any Environmental Matters.

(v) During the Look-Back Period, the Company has not received a written notice from any Governmental Entity of any violation of any applicable Environmental Law.

(vi) No real property currently or formerly owned, operated or leased by the Company was previously listed on, is currently listed on, or has been proposed for listing on the National Priorities List under CERCLA or on a similar list under other Environmental Law.

(vii) To the Knowledge of the Company, no facts, events or conditions relating to the Facilities, any other past or present facilities, properties or operations of the Company would reasonably be anticipated to give rise to any material investigatory, remedial or corrective obligations pursuant to any Environmental Law, or give rise to any other material liabilities or obligations pursuant to any Environmental Law, including any relating to onsite or offsite Releases or threatened Releases of Hazardous Substances, personal injury, property damage or natural resources damage.

(viii) None of the Facilities nor any other real property used by the Company in the conduct of its business contains (A) aboveground or underground storage tanks, (B) Company-owned materials or equipment containing polychlorinated biphenyls, or (C) landfills, surface impoundments, or disposal areas.

(ix) The Company has provided to Buyer: (A) any and all Environmental Permits and Phase I environmental site assessment reports with respect to the business or Assets of the Company, the Facilities, or any currently or formerly owned, operated or leased real property which are in the possession or control of the Company prepared during the Look-Back Period; (B) a Limited Environmental Compliance Review of the Facilities assessing the material compliance status under applicable federal and state Environmental Laws; and (C) any and all material documents prepared during the Look-Back Period concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(x) The Company has not assumed, undertaken or provided an indemnity with respect to any liability or obligation of any other Person relating to Environmental Law or Hazardous Substances.

(xi) The Company has not entered into or been subject to any consent decree, compliance order, settlement, administrative order or voluntary agreement or program pursuant to any Environmental Law where such items have outstanding obligations or ongoing limitations on the operations of or the use of any assets or properties of the Company.

(xii) Other than administrative name changes, no authorization, notification, recording, filing, consent, waiting period, remediation or approval is required under any Environmental Law or Environmental Permit in connection with the transactions contemplated by this Agreement.

(t) Bank Accounts. Part 3.2(t) of the Disclosure Schedule contains is a list of each bank or financial institution in which the Company has an existing account, safe deposit box and/or lockbox,

or maintains a banking, custodial, trading or similar relationship, the number of each such account or box, and the names of all individuals authorized to draw thereon or to having signatory power or access thereto and its purpose. Other than the accounts listed on Part 3.2(t) of the Disclosure Schedule the Company does not maintain any accounts, lockboxes or safe deposit boxes at any bank, trust company, savings institution, brokerage firm or other financial institution.

(u) International Trade & Anti-Corruption.

(i) The Company has not, or to the Knowledge of the Company, any of its officers, directors or senior management employees, is currently, or has not been in the last five years: (A) a Sanctioned Person; (B) organized, resident or located in a Sanctioned Country; (C) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violate applicable Sanctions Laws or Ex-Im Laws; or (D) otherwise in violation of applicable Sanctions Laws, or the anti-boycott Laws administered by the U.S. Department of Commerce and the U.S. Department of Treasury's Internal Revenue Service (collectively, "Trade Controls").

(ii) The Company has not, or to the Knowledge of the Company, any of its officers, directors or senior management employees, has not at any time during the last five years made any unlawful payment directly or indirectly, to any government official or other Person in violation of any applicable Anti-Corruption Laws.

(iii) In the past five years, the Company has not received from any Governmental Entity or any other Person any notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Entity; or conducted any internal investigation or audit concerning any actual or potential violation or wrongdoing related to Trade Controls or Anti-Corruption Laws.

(v) Backlog. The Backlog of the Company as of September 15, 2025 is as set forth on Part 3.2(v) of the Disclosure Schedule. The Backlog set forth on Part 3.2(v) of the Disclosure Schedule is complete and correct in all material respects. As of the date hereof, no order, project or engagement constituting part of the Backlog has been materially reduced and, to the Knowledge of the Company, no such reduction has been threatened or is pending.

(w) Government Contracts.

(i) Part 3.2(w)(i) of the Disclosure Schedule sets forth a true, complete and correct list of the Company's (i) Government Contracts for which the period of performance has not yet expired or final payment has not been received, and (ii) Government Bids that have not expired and for which award has not been made; in each of the foregoing cases, those such Government Contracts or Government Bids, as applicable, in excess of \$ [REDACTED] per year. The Company has made available to Buyer copies of all Government Contracts and Government Bids listed on Part 3.2(w)(i) of the Disclosure Schedule. No Government Contract or Government Bid is the subject of bid or award protest proceedings.

(ii) The Company has complied with the terms and conditions of each Government Contract and Government Bid. No Person has provided written notification to the Company of any actual violation or breach of any term or condition of a Government Contract, or of any actual violation of any Law applicable to a Government Contract. No events have occurred which, individually or in the aggregate, with the passage of time or the giving of notice or both,

have resulted in, or would reasonably be expected to result in, a condition of default or breach of a Government Contract by the Company.

(iii) None of the Company's Government Contracts have been terminated. The Company has not received any written notice terminating any of the Government Contracts for convenience or indicating an intention to terminate any of the Government Contracts for convenience. No stop work order, show cause notices, letters of concern or cure notices have been issued with respect to any Government Contract or Government Bid.

(iv) The Company is not undergoing any audit, investigation, or examination of records relating to any of the Government Contracts of the Company.

(v) There exist (i) no outstanding claims against the Company by a Governmental Entity arising under or related to any Government Contract or Government Bid, and (ii) no disputes between the Company and a Governmental Entity under or related to any Government Contract or Government Bid.

(x) Significant Customers and Vendors.

(i) Part 3.2(x)(i) of the Disclosure Schedule sets forth a true, complete and correct list of the ten largest customers of the Company in terms of dollar value of sales to each such customer on a consolidated basis during the twelve (12)-month periods ended December 31, 2024 and December 31, 2023, and the seven (7)-month period ended July 31, 2025 (each, a "Significant Customer") and collectively, the "Significant Customers") and set forth opposite the name of each such Significant Customer is the dollar amount of sales attributable to such Significant Customer for such periods. The Company is not engaged in any Action or dispute with any Significant Customer that is reasonably likely to materially and adversely affect the relationship. Since January 1, 2025, no Significant Customer has terminated, canceled, or substantially reduced the quantity of products or services it purchases from the Company (other than in connection with the completion of a project on behalf of such Significant Customer or otherwise in the ordinary course of business) or modified the commercial terms of its relationship (whether related to payment, price or otherwise) with the Company in a manner materially adverse to the Company. Since January 1, 2025 and to the Knowledge of the Company, no Significant Customer has provided notice to the Company that it intends to terminate, cancel, or substantially reduce the quantity of products or services it purchases from the Company (other than in connection with the completion of a project on behalf of a Significant Customer in the ordinary course of business) or materially modify the commercial terms of its relationship (whether related to payment, price or otherwise) with the Company, and the Company has not received any written complaint or other correspondence from any Significant Customer regarding the foregoing that is unresolved. To the Knowledge of the Company, no Significant Customer is bankrupt or insolvent or has filed or threatened to file for bankruptcy or appointed a receiver.

(ii) Part 3.2(x)(ii) of the Disclosure Schedule sets forth a true, complete and correct list of the ten largest vendors of the Company in terms of dollar value of net purchases or payments made by the Company on a consolidated basis during the twelve (12)-month periods ended December 31, 2024 and December 31, 2023, and the seven (7)-month period ended July 31, 2025 (each, a "Significant Vendor") and collectively, the "Significant Vendors") and set forth opposite the name of each such Significant Vendor is the dollar amount of purchases attributable to such Significant Vendor for such periods. The Company is not engaged in any Action or dispute with any Significant Vendor that is reasonably likely to materially and adversely affect the relationship. Since January 1, 2025, no Significant Vendor has terminated, canceled, or

substantially reduced the quantity of products or services it provides to the Company (other than as directed by the Company in the ordinary course of business or for a termination resulting from the expiration of a Contract in accordance with its terms) or modified the commercial terms of its relationship (whether related to payment, price or otherwise) with the Company in a manner materially adverse to the Company. Since January 1, 2025 and to the Knowledge of the Company, no Significant Vendor has provided notice to the Company that it intends to terminate, cancel or substantially reduce the quantity of products or services it provides to the Company (other than in the ordinary course of business) or materially modify the commercial terms of its relationship (whether related to payment, price or otherwise) with the Company in a manner adverse to the Company, and no Group Company has received any written complaint or other correspondence from any Significant Vendor regarding the foregoing that is unresolved. To the Knowledge of the Company, no Significant Vendor is bankrupt or insolvent or has filed or threatened to file for bankruptcy or appointed a receiver.

(y) Disclaimer of Warranties. Except as specifically set forth in this Section 3.2 (as modified by the Disclosure Schedule), none of the Company or its directors, officers, Affiliates, members, managers, partners, employees, consultants, agents, counsel, Representatives, or advisors (other than the Shareholders pursuant to Section 3.1) makes or has made any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, to Buyer or any of its Affiliates, directors, officers, shareholders, members, managers, partners, employees, consultants, agents, counsel, Representatives, advisors, or financing sources. Any representations and warranties not specifically set forth in this Section 3.2 (as modified by the Disclosure Schedule), whether express or implied (including any implied or express warranty of merchantability, fitness for a particular purpose, or non-infringement), are disclaimed by the Company. For avoidance of doubt and without limiting the foregoing, no representation or warranty is made with respect to (i) any financial projections, forecasts, or similar information or statements made, communicated or furnished (orally or in writing) to Buyer or any of its Affiliates or any other Person, (ii) any “management presentations”, “confidential information memoranda”, “teasers” or similar or accompanying materials, (iii) the contents of any “data room” or “virtual data room” or (iv) the impact of COVID-19 on the Company or business conducted by the Company. Except as specifically set forth in this Section 3.2 (as modified by the Disclosure Schedule), the Company has not made and is not making any representation or warranty to Buyer or any of its Affiliates or any other Person regarding the probable success or profitability of the Company.

3.3 Representations and Warranties of the Acquirors. The Acquirors jointly and severally represent and warrant to the Shareholders as of the date of this Agreement as follows:

(a) Due Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the state of Florida. Parent is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware.

(b) Authorization and Execution. Each Acquiror has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement and the Transaction Documents of such Acquiror contemplated hereby, and to consummate the transactions contemplated hereby and thereby. The execution, delivery, and performance by such Acquiror of this Agreement and the other Transaction Documents by such Acquiror and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of such Acquiror and no other proceedings on the part of such Acquiror are necessary to authorize the execution, delivery, and performance by such Acquiror of this Agreement and the other Transaction Documents, as applicable, or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by each Acquiror and, assuming due authorization, execution, and delivery by the other parties hereto, constitutes, and each of the other Transaction

Documents of such Acquiror contemplated hereby, when executed and delivered by such Acquiror (assuming due authorization, execution, and delivery by the other parties thereto) shall constitute, a valid and binding obligation of such Acquiror, enforceable against such Acquiror in accordance with its terms, except that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws now or hereafter in effect relating to or affecting the rights and remedies of creditors and general principles of equity (whether considered in a proceeding at law or in equity) and the discretion of the court before which any Proceeding therefor may be brought.

(c) Governmental Filings. Except for such filings as may be required under the HSR Act, no Governmental Filings are required in connection with the execution, delivery, and performance of this Agreement or the other Transaction Documents of any Acquiror contemplated hereby, or the consummation by any of them of the transactions contemplated hereby or thereby, as applicable, except (i) Governmental Filings that become applicable as a result of matters specifically related to the Shareholders, or (ii) such other Governmental Filings the failure of which to be obtained or made would not impair the Acquiror's ability to consummate the transactions contemplated hereby.

(d) No Conflict or Violation. The execution, delivery, and performance by the Acquirors of this Agreement and the other Transaction Documents contemplated hereby, as applicable, and the consummation by the Acquirors of the transactions contemplated hereby and thereby do not (i) assuming all authorizations, consents, and approvals described or referred to in Section 3.3(c) and any required filings under the HSR Act have been obtained or made, violate any applicable Law to which Buyer is subject, (ii) require a consent, approval, or notification under, conflict with, result in a material violation or breach of, or constitute a material default under, result in the acceleration of, create in any party the right to accelerate, terminate or cancel any Contract to which an Acquiror is a party, or (iii) violate the Organizational Documents of any Acquiror, except with respect the foregoing clauses (i) and (ii) as would not impair the Acquirors' ability to consummate the transactions contemplated hereby.

(e) Legal Proceedings. As of the date of this Agreement, there are no Actions pending or, to the Knowledge of Buyer, threatened which challenge the validity or enforceability of this Agreement or seek to enjoin or prohibit consummation of the transactions contemplated hereby. No Acquiror is subject to any Governmental Order which would materially impair its ability to consummate the transactions contemplated hereby.

(f) R&W Insurance Policy. Buyer has provided to Agent a correct and complete copy of the R&W Insurance Binder, which is in full force and effect.

(g) Acquisition of Interests for Investment. Buyer has such knowledge and experience in financial and business matters such that they are capable of evaluating the merits and risks of its purchase of the Interests. Buyer can bear the economic risk of its investment in the Interests and can afford to lose its entire investment in the Interests. Buyer has been furnished the materials, or such materials have been made available to Buyer, relating to its purchase of the Interests which Buyer has requested, and the Shareholders have provided Buyer the opportunity to ask questions of the officers and management employees of the Company and to acquire such additional information about the business and financial condition of the Company and the Interests as is necessary to make an investment decision with respect to the Interests. Buyer is acquiring the Interests for investment only and not with a view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling the Interests. Buyer agrees that the Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities Laws, except pursuant to an exemption from such registration available under such federal and state Laws. Buyer is an "accredited investor" as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.

(h) Brokers' Fees. None of the Acquirors or their respective equityholders has dealt with any broker, finder, or similar agent with respect to the transactions contemplated by this Agreement, and none of them is under any obligation to pay any broker's fee, finder's fee, commission, or similar amount in connection with the consummation of the transactions contemplated by this Agreement.

(i) Sufficiency of Funds. The Acquirors have funds available that, together with the Closing Parent Shares, are sufficient to permit Buyer to pay all of the amounts needed to consummate the transactions contemplated by this Agreement, to deliver the Estimated Closing Consideration pursuant to Section 2.6 and to perform the other obligations of the Acquirors contemplated by this Agreement.

(j) OFAC. None of the Acquirors or any of their respective directors, officers, agents, members, shareholders, employers or other persons acting on behalf of the Acquirors is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(k) No Reliance. The Acquirors have relied solely on the results of their independent investigation and the representations and warranties set forth in Section 3.1 and Section 3.2 (as modified by the Disclosure Schedule). Without limiting the generality of the foregoing, no representation or warranty is made with respect to, and no Acquiror has relied on, any (i) financial projections, budgets, forecasts, forward-looking information, or similar information or statements made, communicated, or furnished (orally or in writing) to an Acquiror or any other Person (ii) any "management presentations" or accompanying materials, (iii) the contents of any "data room" or "virtual data room" (except to the extent addressed in a representation in this Agreement), or (iv) any oral, written or electronic response to any information request provided to the Acquirors or their Representatives.

(l) No Stockholder Approval. The transactions contemplated hereby, including the issuance of the Closing Parent Shares, do not require any vote of the stockholders of Parent under applicable Law, the rules and regulations of the Nasdaq Global Select Market or the Organizational Documents of Parent.

(m) Securities Laws Matters.

(i) Since October 1, 2023, Parent has filed with or furnished to, as applicable, the SEC all forms, schedules, statements, prospectuses, documents and reports and amendments thereto, in each case, including exhibits thereto, required to be filed or furnished by it with the SEC under the Securities Act or the Exchange Act (collectively, the "Parent SEC Reports"). Each of the Parent SEC Reports, in each case as of its filing or furnishing date, or, if amended or superseded, as of the date of the last amendment or superseding filing (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the date of the relevant meetings, respectively), complied as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act and published rules and regulations of the SEC thereunder applicable to such Parent SEC Reports, and none of the Parent SEC Reports, when filed or furnished, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. None of Parent's subsidiaries are required to file periodic reports with the SEC. As of the date hereof, there are no material outstanding or unresolved comments received from the SEC with respect to any of the Parent SEC Reports.

(ii) Parent has established and maintains "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) under the Exchange Act) as required by Rule 13a-

15(a) under the Exchange Act, and Parent has established and maintains “internal control over financial reporting” (as such term is defined in Rule 13a-15(f) under the Exchange Act) as required by Rule 13a-15(a) under the Exchange Act. Neither Parent nor, to the knowledge of Parent, Parent’s independent registered public accounting firm has identified or been made aware of (a) any significant deficiency or material weakness in the system of internal control over financial reporting utilized by Parent or any of Parent’s subsidiaries that has not been subsequently remediated or (b) any fraud that involves management or other employees who have a significant role in Parent internal controls over financial reporting. To the knowledge of Parent, since October 1, 2023, there has been no written complaint, allegation, assertion or claim by any Governmental Entity or stockholder of the Parent who holds five percent (5%) or more of the issued and outstanding Parent Shares regarding the accounting or auditing practices, procedures, methodologies or methods of Parent or any of Parent’s subsidiaries or their respective internal controls over financial reporting (including any written complaint, allegation, assertion or claim that Parent or any of Parent’s subsidiaries has engaged in questionable accounting or auditing practices), which, if true, would constitute a significant deficiency or a material weakness. Since October 1, 2023, subject to any applicable grace periods, Parent has been and is in compliance with (a) the applicable provisions of the Sarbanes-Oxley Act of 2002, as amended, and (b) the applicable listing and corporate governance rules and regulations of The Nasdaq Global Select Market, except in each case as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(iii) Since October 1, 2023, each of the consolidated financial statements (including, in each case, any notes and schedules thereto) contained in or incorporated by reference into the Parent SEC Documents: (i) complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto as of their respective dates; (ii) was prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto and, in the case of unaudited interim financial statements, as may be permitted by the SEC for Quarterly Reports on Form 10-Q); (iii) fairly present in all material respects the consolidated financial position and the results of operations, changes in shareholders’ equity, and cash flows of Parent and its consolidated subsidiaries as of the respective dates of and for the periods referred to in such financial statements, subject, in the case of unaudited interim financial statements, to normal and year-end audit adjustments as permitted by GAAP and the applicable rules and regulations of the SEC (but only if the effect of such adjustments would not, individually or in the aggregate, be material), and (iv) in the case of audited financial statements, were audited, and in the case of interim financial statements, were reviewed, by an independent public accounting firm registered with the PCAOB using PCAOB audit or review standards, as applicable.

(iv) The unaudited balance sheet of Parent dated as of June 30, 2025 included in the Parent SEC Documents, which has been delivered to the Company, is hereinafter referred to as the “Parent Balance Sheet.” Neither Parent nor any of its subsidiaries has any liabilities that are required to be recorded or reflected on a balance sheet prepared in accordance with GAAP other than liabilities that: (i) are reflected or reserved against in Parent Balance Sheet (including in the notes thereto); (ii) were incurred since the date of Parent Balance Sheet in the ordinary course of business consistent with past practice or pursuant to other publicly disclosed transactions consummated subsequent to the date of the Parent Balance Sheet; (iii) are incurred in connection with the transactions contemplated by this Agreement; or (iv) are not material to the business, financial condition or results of operations of Parent, taken as a whole.

(v) Except as described in Parent SEC Documents, neither Parent nor any of its subsidiaries is a party to, or has any commitment to become a party to: (i) any joint venture, off

balance sheet partnership, or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among Parent or any of its subsidiaries, on the one hand, and any other Person, including any structured finance, special purpose, or limited purpose Person, on the other hand) other than any joint venture entered into in the ordinary course of business for the performance of construction projects and that is not material to the business, financial condition or results of operations of the Parent; or (ii) any “off balance sheet arrangements” (as defined in Item 303(a) of Regulation S-K under the Exchange Act).

(vi) The authorized capital stock of Parent consists of (a) 400,000,000 shares of Class A Common Stock, of which 47,963,617 shares were issued and 47,543,648 were outstanding as of the close of business on September 18, 2025; (b) 100,000,000 shares of Class B Common Stock, of which 11,463,770 shares were issued and 8,538,165 were outstanding as of the close of business on September 18, 2025; and (c) 10,000,000 shares of Preferred Stock, none of which were issued and outstanding as of the close of business on September 18, 2025. All of the issued and outstanding equity interests of Parent have been duly authorized and are validly issued, fully paid and non-assessable and were not issued in violation of any purchase or call option, right of first refusal, subscription right or preemptive right. The Closing Parent Shares will be, when issued by Parent in accordance with the terms of this Agreement, (i) duly authorized, validly issued, fully paid, and non-assessable, (ii) issued in compliance with all applicable securities Laws and (iii) not issued in violation of any purchase or call option, right of first refusal, subscription right or preemptive right.

(n) Disclaimer of Warranties. Except as specifically set forth in this Section 3.3 (as modified by the Disclosure Schedule), none of the Acquirors or their respective directors, officers, Affiliates, members, managers, partners, employees, consultants, agents, counsel, Representatives, or advisors makes or has made any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, to Shareholders or any of their respective Affiliates, trustees, directors, officers, shareholders, members, managers, partners, employees, consultants, agents, counsel, Representatives, advisors, or financing sources. Any representations and warranties not specifically set forth in this Section 3.3, whether express or implied (including any implied or express warranty of merchantability, fitness for a particular purpose, or non-infringement), are disclaimed by the Acquirors. For avoidance of doubt and without limiting the foregoing, no representation or warranty is made with respect to any financial projections, forecasts, or similar information or statements made, communicated or furnished (orally or in writing) to the Shareholders or any of their respective Affiliates or any other Person. Except as specifically set forth in this Section 3.3, the Acquirors have not made and are not making any representation or warranty to the Shareholders or any of their respective Affiliates or any other Person regarding the probable success or profitability of the Acquirors.

Article IV

COVENANTS

4.1 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement, including the Pre-Closing Reorganization, or consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall: (a) conduct the business of the Company in the ordinary course of business; and (b) use commercially reasonable efforts to maintain and preserve intact the current organization and business of the Company and to preserve the rights, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Company. From the date hereof until the Closing Date, except as required by applicable Law or as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall use reasonable efforts not to take any action that would cause any of the changes, events or conditions described in Section 3.2(j)(i)

through (xvi) to occur. The Shareholders agree, during the period from the date of this Agreement until the earlier of the Closing or the termination of this Agreement not to, directly or indirectly, sell, assign or otherwise dispose of, or encumber, any of the Shares or material asset of the Company. Notwithstanding anything to the contrary herein, the Shareholders and the Company shall be permitted to (i) engage in the Pre-Closing Reorganization, (ii) distribute to its equity owners, by distribution or otherwise, all Cash of the Company prior to the Closing, and (iii) distribute, sell, or otherwise transfer the assets of the Company set forth on Schedule VI.

4.2 Closing Conditions. From the date hereof until the Closing, upon the terms and subject to the conditions herein provided, except as otherwise provided in this Agreement, and without limiting the obligations of the parties under Section 4.9 and of the Buyer under Section 4.8, each party hereto shall, and the Shareholders shall cause the Seller and the Company to, use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the Closing conditions set forth in Article V hereof. For avoidance of doubt and without otherwise limiting or expanding the foregoing, no Shareholder or any Affiliate of a Shareholder shall be obligated to make any payments or otherwise pay any consideration to any third party to obtain any applicable consent, waiver or approval, unless the payment of such consideration is required by applicable Law or the terms of the applicable Contract.

4.3 Exclusivity. From the date of this Agreement until the Closing Date or the earlier termination of this Agreement, none of the Shareholders will, directly or indirectly, (a) solicit any offers for any Competing Transaction or (b) negotiate with respect to, or enter into any letter of intent, memorandum of understanding, agreement, option agreement or similar agreement or arrangement with respect to, any Competing Transaction.

4.4 Publicity. No party shall issue a press release or make any other public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the Agent, the Company, and Buyer, which consent shall not be unreasonably conditioned, delayed or withheld, except as such release or announcement, upon the advice of outside counsel, is required by Law or the rules and regulations of the Nasdaq Global Select Market, in which case the party required to make the release or announcement shall allow each of the other parties reasonable time to comment on such release or announcement in advance of such issuance.

4.5 Access to Information; Confidentiality. From the date hereof until the Closing, Shareholders shall, and shall cause the Company to: (a) afford Buyer and its Representatives reasonable access to and the right to inspect the Facilities, assets, premises, books and records, Contracts, and agreements of the Company; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Company as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Company to cooperate with Buyer in its investigation of the Company; *provided, however*, that any such investigation shall be conducted during normal business hours upon reasonable written advance notice to Agent, under the supervision of the Company's personnel and in such a manner as not to interfere with the normal operations of the Company. All requests by Buyer for access pursuant to this Section 4.5 shall be submitted or directed exclusively to Agent, or such other individuals as Agent may designate in writing from time to time. Notwithstanding anything to the contrary in this Agreement, neither the Company nor any Shareholder on behalf of the Company shall be required to disclose any information to Buyer if such disclosure would, in Agent's sole discretion: (w) cause significant competitive harm to the Shareholders or their respective businesses if the transactions contemplated by this Agreement are not consummated; (x) jeopardize any attorney-client or other privilege; (y) contravene any applicable Law, fiduciary duty or binding agreement entered into prior to the date of this Agreement; or (z) reveal bids received from third parties in connection with transactions similar to those contemplated by this Agreement and any information and analysis (including financial analysis) relating to such bids. Prior to the Closing, without the prior written consent of Agent, which may be

withheld for any reason, Buyer shall not contact any suppliers to, or customers of, the Company regarding the Buyer or the transactions contemplated hereby, and Buyer shall have no right to perform invasive or subsurface investigations of the Facilities. Buyer shall, and shall cause its Representatives to, abide by the terms of the Confidentiality Agreement with respect to any access or information provided pursuant to this Section 4.5.

4.6 Tax Matters.

(a) Tax Treatment. For all applicable Income Tax purposes, the parties intend that (i) the Pre-Closing Reorganization shall have the intended Tax treatment described on Schedule III, and (ii) the acquisition of the Interests shall be treated as the purchase by Buyer, and sale by Seller, of all of the assets (and assumption of the liabilities) of the Company. Within sixty (60) days after the final determination of the Closing Consideration in accordance with Section 2.7, Buyer shall prepare or cause to be prepared and deliver to the Agent the Proposed Allocation for the Agent's review and comment. The Proposed Allocation shall be prepared in accordance with the methodologies set forth on Schedule IV. If the Agent (acting on behalf of the Seller Parties) disagrees with the Proposed Allocation, the Agent may, within forty-five (45) days after delivery of the Proposed Allocation, deliver written notice to Buyer setting forth in reasonable detail the basis for the Agent's disagreement with the Proposed Allocation. In the event that Agent does not provide such a notice of disagreement within such forty-five (45)-day period, Buyer and the Seller Parties shall be deemed to have agreed to the Proposed Allocation, which shall be final, binding and conclusive for all purposes hereunder. In the event any such notice of disagreement is timely provided, the Proposed Allocation will be final, binding and conclusive for all purposes hereunder except as to the disagreements duly raised in such notice (and except to the extent the disputed items impact any other allocation), and Buyer and the Agent shall use commercially reasonable efforts for a period of thirty (30) days (or such longer period as they may mutually agree) to resolve any such disagreements with respect to the Proposed Allocation. If, at the end of such period, Buyer and the Agent are unable to resolve such disagreements, then any such remaining disagreements shall be resolved by the Accounting Firm in accordance with the procedures and rules set forth in Section 2.7(c) mutatis mutandis (including that the Accounting Firm shall be bound by Schedule IV). Buyer and the Seller Parties shall file, or cause to be filed, all required Tax Returns (including IRS Form 8594) in a manner consistent with the foregoing intended Tax treatment and final allocation of the Purchase Price, as finally agreed or determined pursuant to this Section 4.6, and none of the Seller Parties nor Buyer shall take any position inconsistent with such intended Tax treatment or allocation on any Tax Return or otherwise, unless required to do so pursuant to applicable Law or following a determination by the applicable Taxing Authority.

(b) Returns for Pre-Closing Tax Periods and Straddle Periods.

(i) Agent, at the Shareholders' expense, shall prepare and timely file, or cause to be prepared and timely filed, (A) all Tax Returns for the Company for any Pre-Closing Tax Period that are required to be filed by the Company or the Seller after the Closing Date and are for Pass-Through Taxes, and (B) the Form 1120-S (and applicable state and local "S corporation" Income Tax Returns) of the Seller (as the successor "S corporation" of the Company) for the period that includes the Closing Date (each, a "Pass-Through Tax Return"). If any such Pass-Through Tax Return is required to be filed by the Company, the Acquirors shall (or shall cause the Company to) file such Tax Return in the form prepared by Agent. Each Pass-Through Tax Return shall be prepared by Agent in a manner consistent with the Company's past practices, unless otherwise required by applicable Law. Agent shall submit to Buyer for review and comment each Pass-Through Tax Return at least thirty (30) days prior to filing, and shall consider in good faith any revisions to the Pass-Through Tax Return as are reasonably requested by Buyer. The Acquirors, at their expense, shall prepare or cause to be prepared and file or cause to be filed all other Tax Returns (other than the Pass-Through Tax Returns) for the Company that are filed after the Closing Date.

(ii) In the case of a Straddle Period, to the extent necessary to determine the allocation of Taxes for such Straddle Period for purposes of this Agreement, the Taxes allocated to the portion of such Straddle Period ending at the Effective Time (the “Pre-Closing Straddle Period”) will be: (A) Taxes, other than those Taxes referred to in clause (B) below, shall be determined by means of an interim closing of the books and records of the Company as of the Effective Time, and (B) property Taxes and ad valorem Taxes attributable to a Straddle Period shall be allocated between such two periods in proportion to the number of days in each such period.

(iii) All Transaction Tax Deductions shall be reported on a Pass-Through Tax Return to the extent permitted by applicable Law based upon a “more likely than not” (or higher) level of confidence, or, in the case of a Straddle Period, shall be allocated solely to the Pre-Closing Straddle Period.

(c) Tax Matters Cooperation. After the Closing, the Acquirors, the Company, and the Agent shall reasonably cooperate, as and to the extent reasonably requested by the other parties hereto, in connection with the filing, preparation and review of Tax Returns and any Tax Claims. Such cooperation shall include, upon the Agent’s request, providing records and information that are reasonably relevant to any such matters, making employees available on a mutually convenient basis to provide additional information, and explaining any materials provided pursuant to this Section 4.6, and obtaining any certificate or other document reasonably requested by the Agent as may be necessary to mitigate, reduce, or eliminate any Tax that could be imposed. Acquirors and the Company shall not destroy or dispose of any Tax workpapers, schedules or other materials and documents supporting Tax Returns of the Company for Pre-Closing Tax Periods or Pre-Closing Straddle Periods until the seventh (7th) anniversary of the Closing Date, without the prior written consent of Agent, and before any disposition or destruction of such materials at any time, Buyer shall give thirty (30) days prior written notice of any such proposed disposition or destruction to the Agent, and the Agent shall have the right, in its sole discretion, to take possession of such materials and documents. After the Closing, the Company shall (and Acquirors shall cause the Company to) use its commercially reasonable efforts to promptly notify Agent upon receipt by the Company of written notice of any Tax Claims with respect to Seller (as the successor “S-corporation” of the Company) or Pass-Through Taxes of or attributable to the Company.

(d) Limitation on Actions Affecting Pass-Through Taxes. On or after the Closing Date, none of the Acquirors, the Company, or any of their respective Affiliates shall, without the prior written consent of the Agent, (i) file any original Tax Return of the Company for a Pre-Closing Tax Period or Pre-Closing Straddle Period in a manner inconsistent with the past practices of the Company Group, or (ii) amend any Tax Return of the Company for any Pre-Closing Tax Period or Pre-Closing Straddle Period in each case, if such action would reasonably be expected to adversely affect the Taxes of Seller or Pass-Through Taxes of or attributable to the Company.

4.7 Insurance. Following the Closing Date, the Shareholders and, after the Pre-Closing Reorganization, Seller, and the Agent shall reasonably cooperate and assist the Buyer to cause any carrier that has underwritten any global, primary casualty, and excess liability insurance policies that provide insurance coverage to the Company on an “occurrence” basis (the “Occurrence Policies”) to continue to make coverage available to the Company following the Closing Date for claims arising out of occurrences prior to the Closing Date. The Shareholders acknowledge the right of the Buyer, to the extent provided pursuant to any applicable insurance policies, to access the benefit of insurance for such pre-Closing occurrences under the historic Occurrence Policies which have provided coverage to the Company, to issue notice of claims under any Occurrence Policies, to present such claims for payment and to collect insurance proceeds related thereto. In connection with the foregoing, the Shareholders and, after the Pre-Closing Reorganization, Seller shall cause the Buyer to be named as an additional insured under each of the Occurrence Policies effective immediately upon the Closing. Effective as of the Closing (or as promptly as

practicable following the Closing, but retroactively effective to the Closing Date), the Shareholders and, after the Pre-Closing Reorganization, Seller, shall have caused the Company to purchase (i) a tail insurance policy for all of the Company's "claims made" insurance policies (the "Tail Policies") providing coverage in force as of the date hereof and for a period of not less than two (2) years for any claims arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated hereby), and (ii) one or more prepaid liability insurance policies providing coverage for discontinued completed operations (the "Completed Operations Policies") with coverage limits, in the aggregate, of no less than \$[REDACTED] which policies shall cover the three (3) year period immediately following the Closing Date. The premiums, costs, Taxes and expenses to purchase the Tail Policies shall be borne entirely by Seller and the Shareholders. The premiums, costs, Taxes, and expenses to purchase the Completed Operations Policies shall be split equally between the Shareholders and Seller, on the one hand, and the Buyer, on the other hand. The Tail Policies shall name the Company as the primary insured under such policies and shall name "C.W. Roberts Contracting, Incorporated" and "Construction Partners, Inc." as additional insureds.

4.8 R&W Insurance. The parties acknowledge that, as of the date hereof, Buyer has obtained the R&W Insurance Binder. The parties further acknowledge that obtaining the R&W Insurance Policy is a material inducement to the Shareholders entering into the transactions contemplated by this Agreement, and the Shareholders are relying on Buyer's covenants and obligations set forth in this Section 4.8. Buyer, on the one hand, and Seller, on the other hand, each shall be responsible for payment of one-half of the cost of all fees, expenses and premiums relating to the procurement and binding of the R&W Insurance Policy. Prior to and after the Closing, Buyer shall take all commercially reasonable actions necessary to complete the conditions in the R&W Insurance Binder within the times set forth therein so that the R&W Insurance Provider will issue the R&W Insurance Policy, including, without limitation, prior to or after the Closing and within the times set forth in such R&W Insurance Binder, and delivery of the required "No Claims Declaration" (as defined in the R&W Insurance Policy). The R&W Insurance Policy shall provide that (a) the R&W Insurance Provider may not seek to enforce, or enforce, any subrogation rights it might have against the Shareholders or any of their Affiliates or Representatives, except in the case of Actual Fraud, and (b) the Buyer is not obligated to bring any claim against the Shareholders prior to bringing a claim against the R&W Insurance Policy. Following the Closing, the R&W Insurance Policy may not be amended in any manner adverse to the Shareholders (including with respect to the subrogation provisions).

4.9 Further Assurances; Wrong Pockets.

(a) On and after the Closing Date, the Shareholders and Buyer shall cooperate and use all of their respective commercially reasonable efforts to take or cause to be taken all appropriate actions and do, or cause to be done, all things necessary or appropriate to consummate and make effective the transactions contemplated hereby, including the execution of any additional documents or instruments of any kind, the transfer of assets or property, the obtaining of consents which may be reasonably necessary or appropriate to carry out any of the provisions hereof, and the taking of all such other actions as such party may reasonably be requested to take by the other party hereto from time to time, consistent with the terms of this Agreement and the Transaction Documents contemplated hereby, in order to effectuate the provisions and purposes hereof and thereof and the transactions contemplated hereby and thereby.

(b) To the extent that, during the twelve (12) months following the Closing Date, Buyer or Shareholder discovers that any assets:

(i) intended to be directly or indirectly transferred to Seller (or to the Shareholders or another Affiliate thereof) in connection with Pre-Closing Reorganization were not transferred to the Seller Parties or their Affiliates at or prior to Closing (each, a "Seller Asset"),

Buyer shall, and shall cause its Affiliates (including the Company) to (i) promptly assign and transfer all right, title and interest in such Seller Asset to the Seller (or to the Shareholders or their designated assignee), and (ii) pending such transfer, (A) hold in trust such Seller Asset and provide to the Seller Parties or their designated assignee all of the benefits associated with the ownership of the Seller Asset, and (B) cause such Seller Asset to be used or retained as may be reasonably instructed by Agent.

(ii) not intended to be transferred to the Seller Parties or their Affiliates in connection with Pre-Closing Reorganization were transferred to the Seller Parties or their Affiliates at or prior to Closing (each, a “Company Asset”), Shareholders shall, and shall cause their Affiliates to (i) promptly assign and transfer all right, title and interest in such Company Asset to the Company or its designated assignee, and (ii) pending such transfer, (A) hold in trust such Company Asset and provide to the Company or its designated assignee all of the benefits associated with the ownership of the Company Asset, and (B) cause such Company Asset to be used or retained as may be reasonably instructed by Buyer.

4.10 Indemnification and Exculpation of D&O Indemnified Persons.

(a) In the event of any threatened or actual claim, action, suit, proceeding, or investigation, whether civil, criminal, or administrative (each, a “Proceeding”), in which any Person who is now, or has been at any time prior to the Closing, a director, officer, manager or managing member, or Affiliate of the Company (the “D&O Indemnified Persons”) is, or is threatened to be, made a party thereto based in whole or in part on the fact that such Person is or was a director, officer, manager or managing member, or Affiliate of the Company, whether in any case asserted or arising before, on or after the Closing, the Company shall, to the extent required by the Company’s Organizational Documents, indemnify and hold harmless such D&O Indemnified Person from and against any and all losses, claims, damages, liabilities, costs, expenses (including reasonable attorneys’ fees and expenses in advance of the final disposition of any Proceeding to each D&O Indemnified Person to the fullest extent permitted by Law), judgments, fines, and amounts paid in settlement incurred in connection with or arising out of such Proceeding. Buyer shall not amend the Company’s Organizational Documents in a manner that would reduce, limit or otherwise negatively affect the rights to indemnification, reimbursement, advancement of expenses, or exculpation of any D&O Indemnified Person prior to the Closing.

(b) A D&O Indemnified Person shall notify Buyer of the existence of a Proceeding for which such D&O Indemnified Person is entitled to indemnification under this Section 4.10 as promptly as reasonably practicable after such D&O Indemnified Person learns of such Proceeding; provided, that the failure to so notify shall not affect the obligations of Buyer under this Section 4.10 except to the extent such failure to notify actually materially prejudices the Company. The Buyer, at its expense, shall have the right to control the defense of the Proceeding with counsel selected by Buyer and reasonably acceptable to the D&O Indemnified Person. The D&O Indemnified Person and Buyer shall cooperate fully with each other in connection with the defense of any Proceeding. No settlement of a Proceeding may be made by Buyer without the D&O Indemnified Person’s consent, except for a settlement which requires no more than a monetary payment for which the D&O Indemnified Person is fully indemnified and which does not require the admission of liability. No settlement of a Proceeding may be made by a D&O Indemnified Person without the consent of Buyer, unless such consent is unreasonably withheld, delayed, or conditioned.

(c) At Closing, the Shareholders may elect for the Company to, at the Shareholders’ expense, purchase directors’ and officers’ liability insurance covering Persons who are currently directors or officers of the Company on terms reasonably satisfactory to the Agent for a period of at least six (6) years after the Closing.

(d) The provisions of this Section 4.10 are intended to be for the benefit of, and enforceable by, each D&O Indemnified Person and such D&O Indemnified Person's estate, heirs, and representatives, and nothing herein shall affect any indemnification rights that any D&O Indemnified Person or such D&O Indemnified Person's estate, heirs, and representatives may have under the Company's Organizational Documents or pursuant to any other written agreement with the Company.

(e) The obligations of the Company and Buyer under this Section 4.10 shall continue in full force and effect for a period commencing as of the Effective Time and ending as of the later of (i) the six (6) year anniversary of the Closing and (ii) the date that all applicable statute of limitation periods have expired for any claim or claims for which a D&O Indemnified Person may be entitled to indemnification under this Section 4.10; provided, that all rights to indemnification in respect of any claim for indemnification under this Section 4.10 asserted or made within such period shall continue until the final disposition of such claim.

(f) In the event that after the Closing Date, Buyer, the Company or its successor(s) or assign(s) (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each case, proper provision shall be made so that the successor(s) and assign(s) of the Buyer, the Company, honors the indemnification, insurance, and other obligations set forth in this Section 4.10.

4.11 Books and Records. For a period of seven (7) years after the Closing, Buyer shall (a) retain the books and records (including personnel files) of the Company relating to periods prior to the Closing in a commercially reasonable manner; and (b) upon reasonable notice, afford Agent reasonable access (including the right to make, at Agent's expense, photocopies), during normal business hours, to such books and records. Agent and Agent's Representatives shall be entitled at reasonable times to have access to and to make copies of the books and records and other information of the Company for any purpose relating to a Shareholder's direct and indirect ownership of the Company prior to the Closing. In the event of any litigation or threatened litigation between the parties relating to this Agreement or the transactions contemplated hereby, the covenants contained in this Section 4.11 shall not be considered a waiver by any party of any right to assert the attorney-client privilege.

4.12 Confidential Information. Each Shareholder shall treat and hold as confidential any information concerning the business and affairs of the Company that is not already generally available to the public (the "Confidential Information"), and refrain from using any of the Confidential Information except in connection with this Agreement or on behalf of the Company in the pursuit of the business of the Company. In the event that any Shareholder is requested or required (by oral question or request for information or documents in any legal Proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, such Shareholder shall, if legally permitted to do so, notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 4.12. If, in the absence of a protective order or the receipt of a waiver hereunder, any Shareholder is compelled to disclose any Confidential Information, then such Shareholder may disclose that portion of the Confidential Information that is so requested to be disclosed; provided that, such disclosing Shareholder shall use his, her, or its commercially reasonable efforts to obtain, at the request and sole cost of Buyer, an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed as Buyer shall designate. Notwithstanding the foregoing, the term Confidential Information shall not include, and the restrictions herein shall not be applicable to, any information that: (i) is in the public domain or is developed independently without assistance of or reference to the Confidential Information; (ii) becomes a part of the public domain through no fault of the Shareholders; or (iii) the Shareholders acquire outside of the

relationship between the parties hereto from a third party that is lawfully in possession of such Confidential Information.

4.13 Employment Matters.

(a) From the Closing Date through the date that is twelve (12) months from the Closing Date (or, if earlier, the termination date of an applicable employee), Buyer shall, or shall cause the Company to, provide those employees of the Company who are employed by the Company on the Closing Date ("Company Employees") with compensation and employee benefits that are substantially comparable in the aggregate to such benefits provided under the Company Plans as of the Closing Date. If Buyer replaces a Company Plan, Buyer will grant all Company Employees full credit for all service with the Company prior to the Closing Date for purposes of eligibility, vesting, and determining the level of vacation, paid time off and severance benefits under any benefit or compensation plan, program, policy or agreement maintained by Buyer or its Affiliates that is made available to Company Employees on or after the Closing Date (collectively, the "New Plans") to the same extent such service was recognized immediately prior to the Closing Date by the Company under a similar Company Plan for a similar purpose (provided, however, that no such credit shall be provided to the extent that it would result in a duplication of benefits, relates to a defined benefit pension plan, or such credit is prohibited under the terms of the Company Plan). In addition, Buyer will use reasonable efforts to: (A) cause to be waived all pre-existing condition exclusions and actively at work requirements and similar limitations, eligibility waiting periods and evidence of insurability requirements under any New Plans that provide welfare benefits in which Company Employees commence participation during the plan year in which the Closing Date occurs to the extent such exclusions, requirements or limitations were waived or satisfied by a Company Employee under any Company Plan providing health benefits in which the Company Employee participated immediately prior to the Closing Date; and (B) cause any deductible, co-insurance and out-of-pocket expenses paid by any Company Employee (or covered dependent thereof) prior to the Closing Date (but during the plan year in which the Closing Date occurs) under a Company Plan that provides health benefits during the plan year in which the Closing Date occurs to be taken into account for purposes of satisfying the corresponding deductible, coinsurance and maximum out-of-pocket provisions under any New Plan that provides health benefits to Company Employees, but only for the plan year in which the Closing Date occurs.

(b) Buyer shall take all actions reasonably necessary to, in the case of each Company Plan, either, in Buyer's sole discretion, (i) continue and honor the Company Plan, or (ii) replace the Company Plan with a New Plan that provides reasonably similar benefits, in each case, to the extent that such Company Plan is compliant with the terms thereof and applicable Law. Buyer shall be solely responsible for all liabilities relating to the amendment, termination or alleged termination of any Company Plan (excluding the 401(k) Plan) effective post-closing, and all severance obligations relating to the termination of any employees that becomes effective post-Closing.

(c) At or prior to the Closing, the Company shall, and Seller Parties shall cause the Company to, (a) adopt written resolutions, to be delivered pursuant to Section 2.5 to terminate the 401(k) Plan and 100% vest all participants under the 401(k) Plan, (b) cease contributions to and terminate the 401(k) Plan prior to the Closing Date in accordance with applicable Law and the terms of the 401(k) Plan, with such termination being effective no later than one (1) day immediately prior to the Closing Date, (c) deliver, before or as soon as practicable following the Closing, notice of the 401(k) Plan termination to any trustee custodians of the 401(k) Plan and/or its Assets, and (d) approve the adoption of any amendments needed to bring the 401(k) Plan into compliance with applicable Law at the time of, or prior to, the termination of the 401(k) Plan.

(d) Notwithstanding anything contained herein to the contrary, Buyer shall bear any and all liability for severance obligations arising after the Measurement Time and all obligations under the

WARN Act or other applicable law resulting from employment losses related to the Buyer's decision to not retain certain employees. For the avoidance of doubt, in either such case, Buyer shall be responsible for notices, payments or other obligations due to any employees, and all notices, payments, fines or assessments due to any Governmental Entity pursuant to any applicable federal, state or local Laws, common law, rule or regulation with respect to the employment, discharge, layoff, termination, relocation or reassignment of any employees of the Company by Buyer or the Company after the Closing, including but not limited to foreign, state or local Laws and any rules or regulations as have been issued in connection with the foregoing.

(e) Within three (3) Business Days following the Closing Date, Parent shall offer restricted stock award agreements under the Construction Partners, Inc. 2018 Equity Incentive Plan for Parent Shares with time-based vesting criteria to [REDACTED] having an aggregate fair market value of \$[REDACTED] (based on the VWAP), which agreements shall provide for vesting as to one-half of the subject Parent Shares on September 30, 2029 and as to the remaining one-half of the subject Parent Shares on September 30, 2030, together with other customary terms and conditions.

4.14 Release. As a material inducement to the Acquirors to enter into this Agreement, effective as of the Closing, each Shareholder, on his or its own behalf and each of such Person's Affiliates (including any company or other entity controlled by any Shareholder, or any company or other entity in which any Shareholder owns, directly or indirectly, any beneficial interest (in each case, whether currently existing or hereafter acquired or formed)) and its and their respective successors and assigns (collectively, the "Releasors") agrees not to sue and fully releases and discharges the Company and their respective directors, officers, managers, employees, assigns and successors (collectively, the "Releasees"), with respect to and from any and all losses, Encumbrances, liabilities, covenants or Actions, of whatever kind or nature in Law, equity or otherwise, whether now known or unknown, and whether or not concealed or hidden, all of which such Person now owns or holds or has at any time prior to the Closing owned or held against the Releasees; provided that nothing in this Section 4.14 will be deemed to constitute a release by any Releasor of any right to enforce its rights under this Agreement or any other agreement contemplated hereby to which such Releasor is a party (including any rights to current or future compensation or benefits to a Releasor incurred in the ordinary course of such Releasor's employment). This Section 4.14 is not intended to be a waiver of any right to indemnification of any equityholder, director, officer, manager or employee of the Company who remains such after the Closing or pursuant to Section 4.10. It is the intention of each of the Shareholders that such release shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention each of the Shareholders hereby expressly waives, effective as of the Closing, any and all rights and benefits conferred upon it, by the provisions of Law and expressly consents that this release will be given full force and effect according to each and all of its express terms and provisions, including those related to unknown and unsuspected claims, demands and causes of action, if any, as those relating to any other claims, demands and causes of action hereinabove specified, but only to the extent such section is applicable to releases such as this. Each of the Releasees is an intended third-party beneficiary of this Section 4.14.

4.15 Governmental Approvals and Other Third-Party Consents.

(a) Each party hereto shall, as promptly as possible, use its commercially reasonable efforts to take, or cause to be taken, all reasonable actions and to do, or cause to be done, all things reasonably necessary, proper or advisable including but not limited to using commercially reasonable efforts to as promptly as practicable, obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Entities that may be or become necessary for its execution and delivery of the Transaction Documents and the performance of its obligations pursuant to the Transaction Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. During the pre-Closing period, Buyer and

the Company shall, and Buyer shall cause its Affiliates to, promptly furnish to each other all information reasonably required for any application or other filing to be made by the other in connection with the transactions contemplated by this Agreement, to the extent that such disclosure of information is permitted by applicable Law. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals. During the pre-Closing period, Buyer will not, and will not permit its Affiliates to, consent or agree to any voluntary delay of the consummation of the transactions contemplated by this Agreement without the prior written consent of the Company, which consent shall not be unreasonably withheld. If required by the HSR Act and if the appropriate filing pursuant to the HSR Act has not been filed prior to the date hereof, each party hereto agrees to use commercially reasonable efforts to make, as promptly as practicable, an appropriate filing pursuant to the HSR Act with respect to the transactions contemplated by the Transaction Documents, and in any event within twenty (20) Business Days after the date hereof and to supply as promptly as practicable to the appropriate Governmental Entity any additional information and documentary material that may be requested pursuant to the HSR Act. Buyer, on the one hand, and Shareholders, on the other hand, each shall be responsible for payment of one-half of any filing fees related to the HSR Act.

(b) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Entity or the staff or regulators of any Governmental Entity, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between any Shareholder with Governmental Entities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Entity or the staff or regulators of any Governmental Entity, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(c) Further, each party shall, and shall cause its subsidiaries, as applicable, to, coordinate and cooperate with each other in connection with their respective efforts to obtain all consents, approvals, authorizations, declarations, releases, waivers, licenses, franchises, Permits, certificates or orders from any Governmental Entity necessary in connection with the consummation of the transactions contemplated by this Agreement, including (i) cooperating in all respects with the other parties in connection with any investigation or other inquiry, (ii) keeping each other promptly informed of any non-ministerial communication received from any Governmental Entity, including the Federal Trade Commission or U.S. Department of Justice regarding any of the transactions contemplated hereby, (iii) jointly develop, and each of the Buyer, its Affiliates, and the Company shall consult and cooperate in connection with the form and content of any analyses, appearances, communications, presentations, memoranda, briefs, arguments, opinions, and proposals made or submitted by or on behalf of any party in connection with Proceedings under or relating to the HSR Act or any other antitrust or competition Laws prior to their submission, and (iv) providing the other parties with a reasonable opportunity to (A) review any proposed communication with any Governmental Entity, (B) consult with the other parties prior to any meeting or conference with any Governmental Entity, and (C) to the extent permitted by such Governmental Entity, attend and participate in such meetings or conferences. For the avoidance of doubt, each party shall furnish the other parties with such necessary information and reasonable assistance as the other parties may reasonably request in connection with its preparation of applicable filings or submissions of information to any such Governmental Entity; provided, however, that the parties may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this

Section 4.15 as “Outside Counsel Only”, in which case such materials and the information contained therein shall be provided only to the outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials or its legal counsel. Anything to the contrary contained in this Section 4.15 notwithstanding, materials provided pursuant to this Section 4.15 may be redacted (1) to remove references concerning confidential information, (2) as necessary to comply with contractual arrangements in effect as of the date hereof, and (3) as necessary to address reasonable privilege concerns.

(d) The Shareholders and Acquirors shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in Part 3.2(c) of the Disclosure Schedule; *provided, however*, that no Shareholder shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested.

(e) Except as specifically required by this Agreement, Buyer and the Company shall not, and Buyer shall cause its Affiliates not to, knowingly take any action, or knowingly refrain from taking any action, the effect of which would be to delay or impede the ability of the Parties to consummate the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, Buyer shall not, and shall not permit any of its Affiliates to, acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entry into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation could reasonably be expected to (i) result in any delay in the obtaining of, or increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Entity or any other Person necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period, (ii) materially increase the risk of any Governmental Entity entering an order prohibiting or delaying the consummation of the transactions contemplated by this Agreement, or (iii) materially delay or delay past the Outside Date the consummation of the transactions contemplated by this Agreement.

4.16 Parent’s Obligations. Parent and Buyer shall be jointly and severally liable for (a) all obligations of Buyer under this Agreement and (b) if the Closing occurs, all obligations of Buyer and the Company under Section 4.10. The Shareholders shall not be required to make any demand upon, or to pursue or exhaust any right or remedy against, Buyer prior to exercising their rights under this Section 4.16, and no delay or omission on the part of the Shareholders in exercising rights hereunder shall operate as a waiver or relinquishment of such rights or remedies. To the extent anything herein could be deemed to be a guarantee or suretyship by Parent, Parent hereby waives any and all defenses available to a guarantor or surety (other than the defense that the obligation has been satisfied).

4.17 Parent’s Future SEC Filings and Exchange Listing. For one-year following the Closing Date, Parent shall (a) timely file with the SEC all required reports under Section 13 or 15(d) of the Exchange Act, as applicable, other than Form 8-K reports, (b) timely submit electronically every Interactive Data File (as such term is defined in Regulation S-T) required to be submitted pursuant to Rule 405 of Regulation S-T, and (c) shall use commercially reasonable efforts to maintain the listing of the Parent Shares on a national securities exchange.

4.18 Triangle Ground Lease. Seller will use commercially reasonable efforts to cause Manheim Remarketing, Inc. (“Manheim”) to enter into the ground lease and purchase option between the Company and Manheim in a form reasonable satisfactory to Buyer (the “Triangle Ground Lease”) for the triangular portion of the property with an address of 1305 Indian Lake Road, Daytona Beach, Florida, as more fully described in the Sketch and Description dated September 8, 2025 prepared by Charles K.

McIntosh, Professional Surveyor (the "Triangle"), which Triangle is adjacent to the Facility located at 3701 Olson Drive, Daytona Beach, Florida site.

4.19 Bonding. From and after the Closing, (a) with respect to all new projects, Buyer shall provide surety and performance bonds issued for its own account, and (b) Buyer and Seller shall cooperate in good faith to effect the release of Seller and its Affiliates from any liability under the existing bonds. Buyer shall indemnify Seller and its Affiliates from any liability arising under the existing bonds.

Article V

CONDITIONS TO CLOSING

5.1 Conditions to Obligations of all Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of the following condition:

(a) No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Governmental Order, whether temporary, preliminary, or permanent, which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

5.2 Conditions to Obligations of the Acquirors. The obligations of the Acquirors to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of the Shareholders and the Company contained in Section 3.1 and Section 3.2, as applicable, except for the Fundamental Representations, shall be true and correct in all respects as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect. Each of the Fundamental Representations shall be true and correct in all respects except for failures, individually and in the aggregate, that are *de minimis* in nature, as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, which must be true and correct in all respects as of that specified date).

(b) The Seller Parties shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by them prior to or on the Closing Date.

(c) The other Transaction Documents shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to Buyer.

(d) A Material Adverse Effect shall not have occurred since the date hereof.

(e) With respect to the Seller Parties and the Company, Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized representative of the Company or the Seller Parties (solely in his or her capacity as such), as applicable, that each of the conditions set forth in Sections 5.2(a) through (d) have been satisfied.

(f) The Seller Parties and the Company shall have completed the Pre-Closing Reorganization.

5.3 Conditions to Obligations of the Seller Parties. The obligations of the Seller Parties to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Agent's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of the Acquirors contained in Section 3.3, except for the Fundamental Representations, shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on the Acquirors' ability to consummate the transactions contemplated hereby. Each of the Fundamental Representations shall be true and correct in all respects except for failures, individually and in the aggregate, that are *de minimis* in nature, as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, which must be true and correct in all respects as of that specified date).

(b) The Acquirors shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by the Acquirors (or any one of them) prior to or on the Closing Date.

(c) The other Transaction Documents shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to Agent.

(d) The Seller Parties shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 5.3(a) through (c) have been satisfied.

(e) The Buyer shall have made the payments contemplated by Section 2.4(a) and made the deliveries contemplated by Section 2.6.

(f) The Seller Parties and the Company shall have completed the Pre-Closing Reorganization.

5.4 Frustration of Closing Conditions. No party hereto may rely on the failure of any condition set forth in Sections 5.1, 5.2, or 5.3, as the case may be, to be satisfied if such failure was caused by such party's failure to comply with any provisions of this Agreement.

Article VI **TERMINATION**

6.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Agent and Buyer;

(b) by Buyer upon written notice to Agent if:

(i) the Acquirors are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Seller Parties pursuant to this

Agreement that would give rise to the failure of any of the conditions specified in Article V and such breach, inaccuracy or failure cannot be cured by the applicable Seller Party by the earlier of (A) December 31, 2025 (the "Outside Date") and (B) the date that is thirty (30) days following receipt of written notice from Buyer describing such breach or failure in reasonable detail; or

(ii) (A) all the conditions set forth in Section 5.1 and Section 5.3 have been satisfied or waived in accordance with this Agreement (other than those conditions that by their nature are to be satisfied at or immediately prior to the Closing; provided, that each such condition is then capable of being satisfied at the Closing), (B) Buyer has irrevocably confirmed to Agent in writing that Buyer is prepared and able to consummate the Closing, and (C) the Seller Parties fail to consummate the Closing by the later of (1) the third Business Day following the date of the notice described in clause (B) and (2) the date the Closing is required to have occurred pursuant to Section 2.2 hereof.

(c) by the Agent upon written notice to Buyer if:

(i) Shareholders are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Acquirors (or any one of them) pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article V hereof and such breach, inaccuracy or failure cannot be cured by the Acquirors by the earlier of (A) the Outside Date and (B) the date that is thirty (30) days following receipt of written notice from the Agent describing such breach or failure in reasonable detail; or

(ii) (A) all the conditions set forth in Section 5.1 and Section 5.2 shall have been satisfied or waived in accordance with this Agreement (other than those conditions that by their nature are to be satisfied at or immediately prior to the Closing; provided, that each such condition is then capable of being satisfied at the Closing), (B) the Agent has irrevocably confirmed to Buyer in writing that the Shareholders are prepared and able to consummate the Closing, and (C) Acquirors fail to consummate the Closing by the later of (1) the third Business Day following the date of the notice described in clause (B) and (2) the date the Closing is required to have occurred pursuant to Section 2.2 hereof.

(d) by either Buyer or Agent in the event that:

(i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited;

(ii) any Governmental Entity shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable; *provided* that the right to terminate this Agreement pursuant to this Section 6.1(d)(ii) shall not be available to any party whose breach of any provision of this Agreement results in such Governmental Order; or

(iii) the Closing shall not have occurred on or before the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 6.1(d)(iii) shall not be available to any party hereto whose breach of any provision of this Agreement resulted in the failure of the Effective Time to have occurred on or before the Outside Date.

6.2 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article VI, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) as set forth in this Article VI, Section 4.4, Section 4.5, and Article VIII hereof; and
- (b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

Article VII

SURVIVAL; INDEMNIFICATION

7.1 Survival. The parties agree that (a) none of (i) the representations and warranties contained in this Agreement or in any certificate required to be delivered hereunder or (ii) the covenants or agreements contained in this Agreement which require performance at or prior to the Closing (the "Pre-Closing Covenants"), will survive the Closing, (b) the representations and warranties contained herein and in any certificate required to be delivered hereunder are in each case intended solely to facilitate disclosure and to give effect to the Closing conditions set forth in Article V, and (c) the Pre-Closing Covenants are intended solely to give effect to the Closing conditions set forth in Article V. Following the Closing, no party will be entitled to any recovery hereunder in respect of any representations or warranties, except in the case of Actual Fraud, or such Pre-Closing Covenants, and no claim may be brought in respect of such representations and warranties, except in the case of Actual Fraud, or Pre-Closing Covenants whether based in contract or tort or otherwise. Covenants contained in this Agreement which by their terms contemplate performance after the Closing (the "Post-Closing Covenants") will survive the Closing in accordance with their terms. Any claim relating to any breach of any Post-Closing Covenants must be brought prior to their expiration pursuant to this Section 7.1.

7.2 Indemnification by the Seller Parties. From and after the Closing (but subject to the provisions of this Article VII), the Seller Parties, jointly and severally, shall indemnify, defend and hold harmless the Buyer Indemnified Parties from, and pay and reimburse the Buyer Indemnified Parties for, any and all Losses suffered or incurred by any such Buyer Indemnified Party to the extent arising from (a) any nonfulfillment or breach of (or any allegation by any third party that, if true, would be a nonfulfillment or breach of) any Post-Closing Covenant by any Seller Party or Agent; (b) any Closing Indebtedness or Transaction Expenses, in each case, to the extent unpaid and outstanding as of the Closing and not deducted from the Purchase Price in the calculation of Closing Consideration, as finally determined; or (c) any matters set forth on Schedule V attached hereto. The Seller Parties' maximum aggregate liability for all claims for Losses under the Section 7.2 will be limited to an aggregate amount equal to the Purchase Price.

7.3 Indemnification by the Buyer. From and after the Closing (but subject to the provisions of this Article VII), the Buyer shall indemnify the Seller Parties in respect of any and all Losses suffered or incurred by such Persons to the extent arising from any nonfulfillment or breach of any Post-Closing Covenant by the Buyer or Parent.

7.4 Mitigation. Each Person entitled to indemnification hereunder shall use commercially reasonable efforts to mitigate all losses, costs, expenses and damages to the extent required by applicable Law; provided, that nothing herein shall require any such Person to initiate, threaten or otherwise pursue any Action against any Person in respect of such efforts. With respect to the indemnification for zoning contained in Schedule V, Buyer will give leeway to the Agent to work with counsel and Volusia County, at Agent's sole cost and expense, to resolve any alleged failure in zoning compliance.

7.5 Third Party Claims.

(a) If a third party commences a Third-Party Claim, then the Indemnified Party must notify the Indemnifying Party thereof in writing of the existence of such Third-Party Claim and must deliver copies of any documents served on the Indemnified Party with respect to the Third-Party Claim; provided, however, that any failure to notify the Indemnifying Party or deliver copies will not relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced by such failure.

(b) Upon receipt of the notice described in Section 7.5(a), the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party so long as (i) within ten (10) days after receipt of such notice, the Indemnifying Party notifies the Indemnified Party in writing that the Indemnifying Party will indemnify the Indemnified Party from and against any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim; (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder; (iii) the Indemnifying Party is not a party to the Action or the Indemnified Party has determined in good faith that there would be no conflict of interest or other inappropriate matter associated with joint representation; (iv) the Third-Party Claim does not involve, and is not likely to involve, any claim by any Governmental Entity; (v) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief; (vi) settlement of, or an adverse judgment with respect to, the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party; (vii) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently; and (viii) the Indemnifying Party keeps the Indemnified Party apprised of all developments, including settlement offers, with respect to the Third-Party Claim and permits the Indemnified Party to participate in the defense of the Third-Party Claim.

(c) So long as the Indemnifying Party is conducting the defense of the Third-Party Claim in accordance with Section 7.5(b), (i) the Indemnifying Party will not be responsible for any attorneys' fees incurred by the Indemnified Party regarding the Third-Party Claim (other than attorneys' fees incurred prior to the Indemnifying Party's assumption of the defense pursuant to Section 7.5(b)); and (ii) neither the Indemnified Party nor the Indemnifying Party will consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the other party, which consent will not be withheld unreasonably.

(d) If any condition in Section 7.5(b) is or becomes unsatisfied, (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third-Party Claim in any manner it may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith); (ii) the Indemnifying Party shall reimburse the Indemnified Party promptly and periodically (but no less often than monthly) for the costs of defending against the Third-Party Claim, including attorneys' fees and expenses; and (iii) the Indemnifying Party shall remain responsible for any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim to the fullest extent provided in this Article VII.

7.6 Determination of Loss Amount. The amount of any recovery by any Indemnified Party pursuant to this Article VII shall be calculated net of the proceeds actually recovered by such Indemnified Party under any policies of insurance with respect to such claim net of any costs and expenses incurred in obtaining such insurance proceeds, including the present value of any increases in insurance premiums, and deductible or retention amounts. If the amount to be netted pursuant to the preceding sentence from any payment to any Indemnified Party pursuant to this Article VII is determined after payment by the Indemnifying Party of any amount otherwise required to be paid to an Indemnified Party under this Article VII, the Indemnified Party shall repay to the Indemnifying Party (and, in the case of the Agent, for further

distribution to the applicable Seller Party) promptly after such determination, any amount that the Indemnifying Party would not have had to pay pursuant to this Article VII had such determination been made at the time of such payment.

7.7 Manner of Payment. The Buyer may, at its election and in its sole discretion, set off any amount to which any Buyer Indemnified Party may be entitled to under this Article VII against any amount otherwise payable by the Buyer or Parent to the Seller Parties or Agent pursuant to this Agreement or any other Transaction Document. The exercise of such set-off right in good faith, whether or not ultimately determined to be justified, shall not constitute a breach or event of default under this Agreement. If the Buyer does not exercise such set-off right, the Buyer may, subject to the other limitations in this Article VII, seek payment directly from the Seller Parties. Without limiting the foregoing, any indemnification pursuant to this Article VII shall be effected by wire transfer of immediately available funds to the account(s) designated by the applicable Indemnified Party within 15 days after the final determination thereof.

7.8 Exclusive Remedy. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES, ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, THAT NO SELLER PARTY OR ANY SELLER AFFILIATE WILL HAVE ANY DIRECT OR INDIRECT LIABILITY (DERIVATIVELY OR OTHERWISE) WITH RESPECT TO ANY BREACH OR INACCURACY OF ANY REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT, EXCEPT IN THE CASE OF ACTUAL FRAUD. BUYER FURTHER ACKNOWLEDGES AND AGREES, ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, THAT BUYER'S ONLY RECOURSE IN THE EVENT OF ANY BREACH OR INACCURACY OF ANY REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT WILL BE TO FILE A CLAIM UNDER THE R&W INSURANCE POLICY, EXCEPT IN THE CASE OF ACTUAL FRAUD. The provisions of this Article VII, including the limited remedies provided herein, were specifically bargained-for by the parties to this Agreement, and were taken into account by the parties in arriving at the amount of the Purchase Price. The Seller Parties have expressly relied upon the provisions of this Section 7.8, including the limited remedies provided herein, in agreeing to accept the Purchase Price and in agreeing to provide the specific representations and warranties set forth in this Agreement. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall (i) limit a Person's right to bring a claim or recover Losses for Actual Fraud or (ii) limit amounts recoverable by Buyer under the R&W Insurance Policy.

7.9 No Recourse. This Agreement may only be enforced against, and any Proceeding based upon or arising out of this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto (excluding, for the avoidance of doubt, the Shareholders and Seller), or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim or Action based on, in respect of or by reason of the transactions contemplated hereby.

Article VIII

ADDITIONAL OPERATIVE PROVISIONS

8.1 Assignment; Binding Effect. This Agreement and the rights hereunder are not assignable unless such assignment is consented to in writing by (a) the Buyer, and (b) the Shareholders (after the Closing, the Agent for the Shareholders), and any purported assignment in violation of the foregoing shall be null and void. Notwithstanding the foregoing or anything else to the contrary in this Agreement, after

the Closing, Seller shall have the right, without the need for the consent of Buyer, to assign and delegate its rights and obligations under this Agreement (including all rights to receive any and all post-Closing payments) to the Shareholders in connection with the liquidation and dissolution of Seller. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or permitted assigns.

8.2 Choice of Law. This Agreement and all claims arising from and relating to this Agreement and its negotiation, execution, performance or non-performance, interpretation, termination, construction, and all claims or causes of action (whether in contract, in tort, at Law, or otherwise) that may be based upon, arise out of, or relate to this Agreement and the transactions contemplated hereby (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in connection with this Agreement or as an inducement to enter this Agreement) shall be exclusively governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without regard to the conflicts of Laws rules thereof.

8.3 Legal Proceedings.

(a) All Proceedings arising from or relating to this Agreement, or its negotiation, execution, performance or non-performance, interpretation, termination, or construction, and all claims or causes of action (whether in contract, in tort, at law, or otherwise) that may be based upon, arise out of, or relate to this Agreement and the transactions contemplated hereby (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in connection with this Agreement or as an inducement to enter this Agreement), shall be exclusively brought in a state or federal court having jurisdiction over Daytona Beach, Florida. By executing and delivering this Agreement, each party hereto irrevocably (a) accepts generally and unconditionally the exclusive jurisdiction and venue of such courts, (b) waives any objections which such party may now or hereafter have to the laying of venue of any of the aforesaid Proceedings in the courts referred to in clause (a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that such Proceeding brought in any such court has been brought in an inconvenient forum, (c) agrees that service of all process in any such Proceeding in any such court may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 8.5, and (d) agrees that service as provided in clause (c) above is sufficient to confer personal jurisdiction over such party in any such Proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(b) Each party hereto acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any judicial Proceeding described in Section 8.3(a).

8.4 Agent. Subject to this Section 8.4, [REDACTED] will act as the "Agent" under this Agreement. The Agent has the full power and authority on behalf of the Shareholders (and, upon its formation pursuant to the Pre-Closing Reorganization, the Seller) to take any and all actions and make any and all determinations in respect of this Agreement and/or the transactions contemplated hereby. Without limiting the generality of the foregoing, the Agent is authorized to (a) negotiate, execute, and deliver all amendments, modifications, and waivers to this Agreement or any other agreement, document, or instrument contemplated by this Agreement and (b) take all actions on behalf of the Shareholders and the Seller in connection with any claims or disputes with respect to this Agreement or the transactions contemplated hereby, to initiate, prosecute, defend, and/or settle such claims and disputes. The Agent is entitled to engage counsel and other advisors. Further, with respect to any employees of the Company that are not retained by Buyer post-Closing, the Agent is entitled, in its discretion, to pay such employees for any services provided to the Company post-Closing. The Agent shall not be liable to the Shareholders or

the Seller for any action taken by him pursuant to this Agreement, and the Shareholders (on a pro-rata basis, based on their Pro-Rata Percentages) and the Seller shall indemnify and hold the Agent harmless from any Losses arising out of his serving as Agent hereunder, including legal fees and other expenses that the Agent incurs in the course of his services, except in each case if and to the extent the Agent has engaged in bad faith or willful misconduct as finally determined by a court of competent jurisdiction. The Agent is serving in that capacity solely for purposes of administrative convenience, and is not personally liable for any of the obligations of the Shareholders or the Seller hereunder solely on account of serving as the Agent, and Buyer and the Company agree that they will not look to the underlying assets of the Agent for the satisfaction of any obligations of the Company, the Shareholders or the Seller. Any Person serving as the Agent hereunder may resign as Agent upon at least ten (10) days prior written notice to the Shareholders and Buyer. The Shareholders (by a written consent executed by a majority of the Shareholders, based on their Pro-Rata Percentages) may remove the Agent, and in such event shall appoint, and may remove, a replacement Person or Persons to serve as Agent hereunder, who will be considered an "Agent" for all purposes of this Agreement. All rights of an Agent to indemnification hereunder shall survive such Agent's death, resignation, or removal. The Seller and Shareholders (on a pro-rata basis, based on their Pro-Rata Percentages) shall reimburse the out of pocket fees and expenses (including legal, accounting and other advisors' fees and expenses, if applicable) incurred by Agent in performing all of his duties and obligations under this Agreement. A decision, act, consent or instruction of the Agent will constitute a decision of all Shareholders and Seller and will be final, binding and conclusive upon each such Shareholder and Seller, and Buyer (and the Company following the Closing) may conclusively, and without independent investigation or inquiry, rely upon any such decision, act, consent or instruction of the Agent as being a decision, act, consent or instruction of each such Shareholder and the Seller, and none of the Buyer (or the Company following the Closing) or any of its Representatives shall have any liability or obligation to any Person in respect thereof, including with respect to the calculations set forth in the Estimated Closing Consideration Certificate. The Agent shall use reasonable best efforts to keep the Shareholders reasonably informed with respect to actions of the Agent.

8.5 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) if delivered personally or actually received, as of the date received, (b) if delivered by certified mail, return receipt requested, five (5) Business Days after being mailed, (c) if delivered by a nationally recognized overnight delivery service, one (1) Business Day after being deposited with such delivery service for next Business Day delivery, or (d) if sent via facsimile, electronic mail, or similar electronic transmission, as of the date received, to such party at its address set forth below (or such other address as it may from time to time designate in writing to the other parties hereto):

If to an Acquiror or, following the Closing, the Company to:

C.W. Roberts Contracting, Incorporated
c/o Construction Partners, Inc.
200 Grove Park Lane, Suite 630
Dothan, Alabama 36305
Email: rybrooks@constructionpartners.net
Attention: Ryan Brooks

with courtesy copies to (which shall not constitute notice):

Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203
Email: tstabler@maynardnexsen.com; snewman@maynardnexsen.com

Attention: Trice Stabler and Spencer Newman

If to the Agent, Shareholders, or prior to Closing, the Company to:

387 North Beach Street
Ormond Beach, Florida 32174
Email: timphillips@pandspavinginc.com
Attention: Timothy W. Phillips

with courtesy copies to (which shall not constitute notice):

Hill, Ward & Henderson, P.A.
Suite 3700, Bank of America Plaza
101 East Kennedy Boulevard
Tampa, Florida 33602
United States of America
Attention: David S. Felman
Email: dave.felman@hwhlaw.com

8.6 Headings. The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement.

8.7 Fees and Expenses. Except as otherwise specified in this Agreement, each party hereto shall bear its own costs and expenses (including investment advisory and legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby; provided that Buyer shall be responsible for all Transfer Taxes and shall be responsible for filing, at its expense, all Tax Returns related to Transfer Taxes.

8.8 Entire Agreement; Schedules. This Agreement (including the exhibits and schedules hereto) and the other Transaction Documents executed and delivered among the parties hereto at or in connection with the Closing constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter; provided, however, that this Agreement shall not supersede the terms and provisions of the Confidentiality Agreement, which shall survive and remain in effect until expiration or termination thereof in accordance with its terms and Section 4.5 of this Agreement. Any disclosure in any Part of the Disclosure Schedule referenced by a particular section or subsection in this Agreement shall be deemed to have been disclosed only (i) with respect to such Part and (ii) any other Part of the Disclosure Schedule solely to the extent the relevance of such disclosure to such other Part of the Disclosure Schedule is reasonably apparent on its face, notwithstanding the omission of an appropriate cross-reference. No information set forth on any Part of the Disclosure Schedule shall be deemed to broaden in any way the scope of the Company's or any Shareholder's representations and warranties or to create any covenant. The inclusion of an item on any Part of the Disclosure Schedule is not evidence of the materiality of such item for purposes of this Agreement or otherwise and shall not establish a standard of materiality or represent a determination that such item is a disclosure required under the Agreement. Any description of any agreement, document, instrument, plan, arrangement, or other item set forth on any Schedule hereto is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item, copies of which have been made available to Buyer. No disclosure in any Part of the Disclosure Schedule relating to any possible breach or violation of any agreement, Permit, license, or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred, or shall constitute an admission of liability to any third party. The heading to each Part of the

Disclosure Schedule is inserted for convenience only and shall not create a different standard for disclosure than the language set forth in this Agreement.

8.9 Interpretation.

(a) When a reference is made to an Article, Section, or Schedule, such reference shall be to an Article, Section, or Schedule of or to this Agreement unless otherwise indicated and the Disclosure Schedule shall be considered a Schedule to this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Unless the context requires otherwise, words using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders. References to “dollars” or “\$” are to U.S. dollars. The terms “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement. The word “party” in respect of this Agreement refers to the Company, Buyer, Parent, or any Shareholder, and the word “parties” refers to the Company, Buyer, Parent, and Shareholders, collectively. Accounting terms which are not otherwise defined in this Agreement or in the Accounting Principles have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement or in the Accounting Principles is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement or the Accounting Principles, as applicable, will control.

(b) The parties hereto are sophisticated and have been represented by lawyers throughout the negotiation of the transactions contemplated hereby, which lawyers have carefully negotiated the provisions hereof to reflect the parties’ intentions. As a consequence, the parties hereto do not intend for the presumptions set forth in Laws or rules relating to the construction or interpretation of contracts against the drafter of any particular clause to be applied in any manner whatsoever to this Agreement, which was prepared jointly by the parties hereto, or any Schedule or Exhibit hereto, and therefore waive their effects in all respects.

8.10 Waiver and Amendment. Except as otherwise specified herein, this Agreement may be amended, modified, supplemented, or the performance hereof waived only by a written mutual agreement executed and delivered by Buyer and the Agent. Any amendment, modification, supplement or waiver affected in accordance with this Section 8.10 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waiver or failure to insist upon strict compliance with any obligations, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8.11 Third-party Beneficiaries. Except as otherwise specifically set forth in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein express or implied shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

8.12 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

8.13 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission,

by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

8.14 Specific Performance.

(a) The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. Subject to the following sentence, the parties acknowledge and agree that (i) the parties shall be entitled to an injunction or injunctions, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 8.3 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement and (ii) the right of specific performance is an integral part of the transactions contemplated by this Agreement and without that right, none of the parties would have entered into this Agreement. Each of the parties hereto agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties hereto have an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.14 shall not be required to provide any bond or other security in connection with any such order or injunction. Additionally, Buyer shall reimburse the Company and Shareholders promptly with respect to their reasonable legal fees and costs to seek specific performance under this Section 8.14. For the avoidance of doubt, the Shareholders shall be entitled to cause Parent and Buyer to consummate the Closing, by a decree of specific performance if all of the conditions set forth in Article V hereof have been satisfied or waived (other than those conditions which by their terms are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) and the Shareholders have irrevocably confirmed in writing that they are ready, willing and able to consummate the Closing, subject to the limitations set forth in Section 2.2.

(b) To the extent any party hereto brings any Action in accordance with this Agreement to enforce specifically the performance of the terms and provisions of this Agreement prior to the Closing, the Outside Date shall automatically be extended by (i) the amount of time during which such Action is pending, plus twenty (20) Business Days, or (ii) such other time period established by the court presiding over such Action.

(c) Nothing in this Section 8.14 shall require the Shareholders to seek (or limit their right to seek) specific performance under this Section 8.14 prior to or as a condition to exercising any termination right under Article VI (and pursuing claims after such termination), nor shall the exercise of their right to seek specific performance pursuant to this Section 8.14 or anything set forth in this Section 8.14 reduce, restrict, or otherwise limit the Shareholders’ right to terminate this Agreement pursuant to Article VI or pursue all applicable remedies at Law, including seeking money damages.

8.15 Attorney-Client Privilege and Conflict Waiver. Hill, Ward & Henderson, P.A. (the “Corporate Law Firm”), Holland & Knight LLP (the “Environmental Law Firm”), and McDermott Will & Schulte LLP (the “Anti-Trust Law Firm”, and collectively with the Corporate Law Firm and the Environmental Law Firm, the “Law Firms” and each, a “Law Firm”) has represented the Company in connection with this Agreement and the other Transaction Documents contemplated hereby and the transactions contemplated hereby and thereby (the “Transaction Engagement”) and in that connection, not as counsel for any other Person, including any Acquiror. The parties hereto recognize the commonality of interest that exists prior to the Closing, and the parties agree that the existence of such commonality of

interest prior to the Closing should continue to be recognized after the Closing. Specifically, the parties agree that the Acquiror shall not, and shall not cause the Company to, and shall cause the Company not to, seek to have any Law Firm disqualified from representing the Shareholders in connection with any dispute that may arise between any Shareholder, on the one hand, and Acquiror, the Company or their respective Affiliates, on the other hand, in connection with this Agreement or the transactions contemplated hereby. Further, notwithstanding that the Company is or was a client of the Law Firms, upon and after the Closing, all communications between the Company and any Law Firm in the course of the Transaction Engagement shall be deemed to be attorney-client confidences that belong solely to the Shareholders and not the Company or Acquiror. Acquiror shall not have access to any such communications, or to the files of the Law Firm relating to the Transaction Engagement. Without limiting the generality of the foregoing, notwithstanding that the Company was a client, in the Transaction Engagement or otherwise, upon and after the Closing: (a) the Agent (and not Acquiror or the Company) shall have the right to decide whether or not to waive the attorney-client privilege that may apply to any communications between the Company and any Law Firm that occurred prior to the Closing in connection with the Transaction Engagement, (b) to the extent that files of any Law Firm in respect of the Transaction Engagement constitute property of the client, only the Shareholders shall hold such property rights, and (c) the Law Firms shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Company, Acquiror, or any of their respective Affiliates by reason of any attorney-client relationship between any Law Firm and the Company or otherwise. If the Shareholders so desire, and without the need for any consent or waiver by the Company or Acquiror, each Law Firm shall be permitted to represent such Sellers after the Closing in connection with any matter, including anything related to the transactions contemplated by this Agreement and the other Transaction Documents contemplated hereby and the transactions contemplated hereby and thereby. Without limiting the generality of the foregoing sentence, after the Closing, each Law Firm shall be permitted to represent the Shareholders, any of their respective Affiliates, equityholders, or Representatives, or any one or more of them, in connection with any negotiation, transaction, or dispute (“dispute” includes litigation, arbitration, or other adversarial Proceedings) with Acquiror, the Company, or any of their respective Affiliates under or relating to this Agreement and the other Transaction Documents contemplated hereby and the transactions contemplated hereby and thereby. Upon and after the Closing, the Company shall cease to have any attorney-client relationship with each Law Firm, unless such Law Firm is specifically engaged in writing by the Company to represent it after the Closing and either such engagement involves no conflict of interest with respect to the Shareholders or the Shareholders consent in writing at the time to such engagement. Any such representation by any Law Firm after the Closing does not affect the provisions of this Section 8.15. For example, and not by way of limitation, even if a Law Firm is representing the Company after the Closing, such Law Firm shall be permitted to simultaneously represent the Shareholders in any matter, including any disagreement or dispute relating hereto. Each of the parties to this Agreement consent to the foregoing arrangements and waive any actual or potential conflict of interest that may be involved in connection with any representation by any Law Firm hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Equity Purchase Agreement to be executed as of the day and year first above written.

COMPANY:

P & S PAVING, INC., a Florida corporation

By: 
Name: Timothy W. Phillips
Title: President

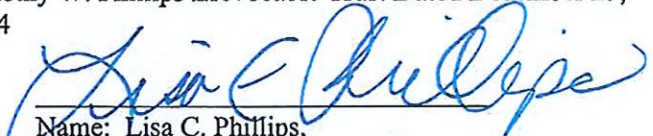
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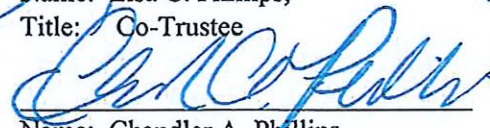

Timothy W. Phillips

[Signatures continue on following page]

SHAREHOLDERS:

Timothy W. Phillips Irrevocable Trust Dated December 25, 2024

By: 
Name: Lisa C. Phillips,
Title: Co-Trustee

By: 
Name: Chandler A. Phillips
Title: Co-Trustee

By: 
Name: Colton R. Phillips
Title: Co-Trustee

By: 
Name: Skylar R. Phillips
Title: Co-Trustee

Timothy W. Phillips Revocable Trust Dated April 23, 2001

By: 
Name: Timothy W. Phillips
Title: Trustee

Phillips Family Irrevocable Trust Dated March 31, 2025

By: 
Name: Timothy W. Phillips
Title: Trustee

[Signatures continue on following page]

BUYER:

C.W. ROBERTS CONTRACTING,
INCORPORATED,
a Florida corporation

By: 
Name: Robert P. Flowers
Title: President

PARENT:

CONSTRUCTION PARTNERS, INC.,
a Delaware corporation

By: _____
Name: Fred J. Smith, III
Title: President and Chief Executive Officer

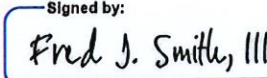
BUYER:

C.W. ROBERTS CONTRACTING,
INCORPORATED,
a Florida corporation

By: _____
Name: Robert P. Flowers
Title: President

PARENT:

CONSTRUCTION PARTNERS, INC.,
a Delaware corporation

By:  _____
Name: Fred J. Smith, III
Title: President and Chief Executive Officer

Schedule I

Capitalization Schedule

Shareholder	Common Stock	Pro-Rata Percentage
Timothy W. Phillips Irrevocable Trust Dated December 25, 2024	74.1017302754019	37.05%
Timothy W. Phillips Revocable Trust Dated April 23, 2001	55.8982697245981	27.95%
Phillips Family Irrevocable Trust Dated March 31, 2025	70	35.00%
TOTAL	200	100.00%

Schedule II

Accounting Principles

Section 1 – Accounting Hierarchy

The Closing Cash, Closing Indebtedness, Closing Working Capital, Work-in-Process, and Sellers' Expenses (together "the Calculations") and the calculations set forth therein shall be calculated and prepared in accordance with the following:

- (a) the Specific Accounting Principles set forth below;
- (b) the same accounting principles, practices, procedures, policies, methods, consistent classifications, conventions, categorizations, definitions, assumptions, judgments, inclusions, exclusions and methodologies, estimation methods, valuation methods and techniques (including any of the foregoing as they relate to the nature of accounts, calculation of levels of reserves or levels of accruals), as used in the preparation of the Interim Financial Statements as of August 31, 2025.
- (c) to the extent not addressed by paragraphs (a) and (b), GAAP as in effect as of Closing Date.

For the avoidance of doubt, paragraph (a) shall take precedence over paragraphs (b) and (c), and paragraph (b) shall take precedence over paragraph (c). All capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Agreement.

Section 2 – Specific Accounting Principles

The "Specific Accounting Principles" means the accounting principles, practices, procedures, policies, methods, consistent classifications, conventions, categorizations, definitions, assumptions, judgments, inclusions, exclusions and methodologies, estimation methods, valuation methods and techniques (including any of the foregoing as they relate to the nature of accounts, calculation of levels of reserves or levels of accruals) set forth below:

General preparation policies

1. The Calculations shall be calculated on the basis that the Company is a going concern.
2. All the provisions of this Section 2 and the calculations of Closing Cash, Closing Indebtedness, Closing Working Capital, Work-in-Process, and Sellers' Expenses (including any estimates of the foregoing) shall be interpreted so as to avoid double counting (whether positive or negative) of any item.
3. Except as otherwise stated in these Specific Accounting Principles, there shall be no change in the classification (a) to a current liability of any liability that has not previously been characterized as a current liability in Schedule II-A below or (b) to a long-term asset of any asset that has previously been characterized as a current asset in Schedule II-A below.
4. The Calculations shall not include (i) the effects of the contemplated change of control or ownership of the Company to occur at the Closing (except in respect of the calculation of Closing Indebtedness or Sellers' Expenses), (ii) any changes in assets or liabilities as a result of any purchase accounting, fair value accounting or other adjustment arising out of the consummation of the Agreement (other than any such changes contemplated by these Specific Accounting

Principles) or (iii) the effects of any post-Closing reorganizations or the post-Closing obligations and intentions of Buyer.

5. The Calculations shall be prepared so as to not include any liability to the extent such liability will be assumed or settled by Sellers at or after the Closing.
6. Except as otherwise stated in these Specific Accounting Principles, account will be taken of any matter arising or the occurrence of any event after the Closing to the extent that it (a) occurred prior to the date Buyer delivers the Closing Statement to Seller and provides evidence about conditions that existed at the Closing, including the estimates inherent in the process of preparing such calculations and (b) provides objective evidence of conditions that existed as of the Closing Date, consistent with GAAP (as described by GAAP Codification Topic 855 (Subsequent Events)).
7. For the avoidance of doubt, these accounting principles and the procedures for preparing the Calculations are not intended to be used to adjust for errors or omissions that may be found with respect to any of the Interim Financial Statements or any other financial statements or any inconsistencies between any balance sheet (or any similar document) of the Company and GAAP.
8. Except as otherwise stated within these Specific Accounting Principles, (a) the Closing Working Capital shall not include, directly or indirectly, any additional reserve, accrual or liability not reflected within Schedule II-A, and (b) no new class or classes of liabilities, asset reserves, or valuation allowances shall be introduced in the calculation of Closing Working Capital that were not used in the preparation of Schedule II-A.
9. The Statements shall exclude all right of use assets and liabilities required to be recorded as such by ASC 842 in respect of any operating leases.
10. Notwithstanding anything to the contrary, Closing Cash, Closing Indebtedness, Closing Working Capital, and Sellers' Expenses shall exclude the following, in each case, solely to the extent such liabilities are expressly indemnified or assumed under the Agreement and are not known or reasonably knowable as of Closing:
 - a. any contingent liabilities and provisions (including litigation liabilities and environmental liabilities), off balance sheet arrangements, commitments, or guarantees;
 - b. any liabilities in respect of deferred taxation and any liabilities for uncertain Tax positions; and
 - c. any provisions or liabilities with respect to any matter which is the subject of an indemnity or other remedy in favor of the Buyer under the terms of this Agreement.

Specific Asset/Liability Policies

Accounts Receivable

11. The allowance for doubtful accounts shall be calculated as follows:

Any items specifically identified as "*at risk*" (being solely: receivables in respect of customers specifically in bankruptcy proceedings, liquidation, receivership or administration as at the point of Closing (excluding the effects of any of the foregoing after the Closing) in each case, to the extent not received by the date the Closing Consideration Certificate is delivered by Buyer to Agent.

12. No other allowance, contra asset, or reserve shall be included against accounts receivable in respect of any matter.

Completed project revenue

13. For any Percentage of Completion ("POC") project to be included in Work-in-Process that is completed as of the Closing, the applicable accounts receivable, if any, shall be based on the final contracted entitlement to the extent not yet collected, and subject to any applicable bad and/or doubtful debt reserve (as described further in policy 11 above).

Work-in-Process - Percentage of completion accounting

14. For any POC projects that are work-in-progress or yet to be completed as of the Closing, such projects shall recognize revenue and corresponding balance sheet position (i.e., amounts receivable / accrued revenue, which shall be net of billings through Closing), as the proportion of actual costs incurred to date as of the Closing, compared to the total estimated cost of the project (such projected cost shall be no less than the total estimated cost as of August 31, 2025 (Interim Financial Statements) and shall include known and incurred liquidated damages, if any), in each case, as determined in accordance with policy 16, multiplied by the customer contracted revenue amount, inclusive of any ordinary course customer approved change orders for incremental revenues which are executed in the ordinary course prior to the Closing (such change orders may also have a corresponding increase to the total estimated cost of the project). For the avoidance of doubt, job 18998 is not a POC project, because revenue is recognized as billed, but shall be included within the calculation of Work-in-Process.
- a. For example, if the contractual revenue is \$80, and the full contract projected cost of the project is \$60, and costs incurred through Closing are \$30 ($\$30/\$60 = 50\%$), then the revenue recognized shall be \$40 ($=50\% * \$80$).
15. Each third-party project within WIP shall be allocated (a) the actual amount of all direct costs, comprising labor, labor payroll taxes, direct equipment costs, materials (both internal and external), subcontract cost, third-party haul costs, and other miscellaneous direct costs, (b) indirect equipment (shop allocation), plant and other costs historically allocated by the Company, and (c) on a monthly basis, a proportional share of job overhead costs, comprising the categories of indirect costs set forth in the following table, the total amount of which shall be allocated out at the project level (based on the project revenue for such month, divided by the total active third-party project revenue for the month) in the percentages shown:

Expense Type	Account	Percentage Allocated
Depreciation	8784	25%
Equipment Expense	8854	50%
SSI/ Medicare	8874	50%
W/C Admin	9014	50%
FUTA	9044	50%
SUTA	9054	50%
Life Insurance	9064	50%
Property Taxes	9254	25%
Salaries – Admin	9334	50%
Safety Admin	9344	100%
Hourly – Admin	9354	50%
Other Taxes	9394	100%
Telephone	9414	50%
Uniforms Admin	9444	50%
Utilities	9454	75%

Expense Type	Account	Percentage Allocated
Employer Portion Health	9464	75%
401k Expense Admin	9474	50%
Property Liability	9614	100%
Medical Liability	9624	100%
Quality Control		100%

Further, the insurance cost of \$ [REDACTED] per month is allocated to jobs at a project level.

16. Change orders – Change orders shall be included only to the extent executed prior to Closing or by the date the Closing Statement is delivered with regards to pre-Closing WIP, and without regard to intent unless they are not in the ordinary course of business or lack appropriate documentation (an executed change order, which in the case of projects for the Florida Department of Transportation might be an email communication, being deemed appropriate documentation).

Inventory

17. There shall be no appropriate reserve for excess and obsolete inventory or any other allowance, contra asset, or reserve included against inventory in respect of any matter (including shrinkage, excess, slow-moving inventory, or obsolescence).
18. Inventory quantities shall be based on the inventory records of Sellers as at the Closing, inclusive only of any inventory types that have historically been reflected within inventory on the Company's balance sheet, disregarding the effects of any post-closing inventory count conducted by the Buyer.

Accrued Expenses

19. **WC-02a: Property taxes** – For the avoidance of doubt, the calculation of Closing Working Capital shall include a liability for any real property or personal property taxes. The liability shall be calculated ratably based on a 365-day year and equal $(\text{the number of days between January 1, 2025, and the Closing}) / 365 * \text{the dollar amount of the most recently available tax assessments or notices of proposed assessment as of the Closing}$.
20. **WC-02c: Employee bonuses**: A liability shall be included in respect of 2025 annual bonuses for employees of the Company within the calculation of Closing Working Capital. The bonus shall be calculated ratably based on a 365-day bonus year and equal $(\text{the number of days between January 1, 2025, being the first day of the bonus year, and the Closing}) / 365 * \$ [REDACTED]$ (being the deemed annual bonus amount, inclusive of 7.65% payroll taxes, but excluding the \$ [REDACTED] bonus paid to [REDACTED] and associated \$ [REDACTED] of payroll taxes), to the extent such amounts have not been paid prior to the Closing.
21. **WC-04: Payroll accrual** – To the extent such amounts have not been paid prior to the Closing, there shall be a liability included within Working Capital relating to accrued payroll. The liability shall be calculated ratably based on the number of days between the last day of the previously paid payroll cycle and the Closing, derived from the payroll run made after the Closing.
22. **Sales taxes** – To the extent not already reflected within Accounts Payable, there shall be a liability included within Working Capital relating to accrued sales taxes. The liability shall be calculated based on the corresponding value included with Accounts Receivables with respect to which sales taxes have not yet been remitted as of the Closing.

23. **401(k) matching contributions** – To the extent not reflected within the payroll accrual, there shall be a liability included within Working Capital relating to any unpaid 401(k) matching contributions unpaid as of the Closing. The liability shall be calculated based on the corresponding value included within accrued payroll.

Schedule II-A

Closing Working Capital Example

Working Capital

\$ in thousands	Ref	Unique acct. #	Aug-25
Accounts Receivable		108	3,869
Retainage Receivable		110	1,635
A/R Allowance		137	-

Accounts receivable, net			5,504
Inventory - Aggregate		114	740

Inventory, net			740

Current assets			6,244
Accounts Payable		402	3,064
Construction Retainage Payable		403	162

Accounts payable, net			3,226
Accruals		400	108
Payroll accrual	WC-04	400	406
Property taxes	WC-02a	400	237
Employee bonus	WC-02c	400	302
Accrued FUTA Tax		415	-

Accrued expenses			1,053

Current liabilities			4,279

Working Capital			1,965

Schedule III

Pre-Closing Reorganization

The Seller Parties and the Company (as applicable) shall take the actions listed below, provided that no party shall be required to take such actions prior to expiration of the applicable waiting period under the HSR Act:

1. The following transactions shall be completed at least one (1) calendar day prior to the Closing (collectively, the “Reorganization”): (i) the Shareholders shall form PS Paving Holding Company, a holding company and corporation incorporated under the laws of Florida (“Seller”), and the Shareholders shall contribute one hundred percent (100%) of the capital stock of the Company to Seller in exchange for equivalent shares of Seller such that Seller’s capital stock shall be owned by the Shareholders in the same proportions as the Shareholders’ ownership in the Company prior to the Reorganization; (ii) effective as of the date of the contribution referred to in clause (i) above, Seller shall file an election on Form 8869 with the Internal Revenue Service (the “IRS”) to have the Company treated as a qualified Subchapter S subsidiary of Seller under the Code; and (iii) effective as of at least one (1) day after the effective date of the election referred to in clause (ii) above, the Company shall be converted from a Florida corporation into a Florida limited liability company.
2. The Reorganization described above is intended to be classified as an “F” reorganization pursuant to Section 368(a)(1)(F) of the Code.
3. At least one day prior to Closing, the Company shall distribute or sell all of the membership interests of PS Aviation, LLC to Seller or an Affiliate of Seller.

Schedule IV

Proposed Allocation

The aggregate purchase price for income Tax purposes will be allocated among the Company's assets for income Tax purposes using the following allocation methodology and in a manner that is consistent with Section 1060 of the Code. Any adjustments to such amount will be an adjustment to the purchase price using a consistent method.

Asset	Allocation Method
Class I (cash and cash equivalents)	Closing Cash, as finally determined pursuant to <u>Section 2.7</u> .
Class II (actively traded personal property, certificate of deposits, foreign currency)	Value assigned to such assets for purposes of computing Closing Cash or the Closing Working Capital, as applicable, in each case as finally determined pursuant to <u>Section 2.7</u> .
Class III (accounts receivable and similar rights to payment)	Value assigned to such assets for purposes of computing the Closing Working Capital, as finally determined pursuant to <u>Section 2.7</u> .
Class IV (inventory/stock in trade/property held for sale in ordinary course of business)	Value assigned to such assets for purposes of computing the Closing Working Capital, as finally determined pursuant to <u>Section 2.7</u> .
Class V (i.e. assets not classified in classes I through IV or VI or VII, such as equipment and depreciable property used in business)	Olson Drive Real Property: \$ [REDACTED] Bellevue Ave Real Property: \$ [REDACTED] Asphalt Plant - Olson Dr: \$ [REDACTED] Asphalt Plant - Melbourne Portable Plant: \$ [REDACTED] Equipment/Rolling Stock: \$ [REDACTED] TOTAL: \$ [REDACTED]
Class VI-VII (Section 197 intangibles)	Balance of the purchase price. For income Tax purposes, no separate consideration is being paid for the non-competition and other restrictive covenants in the Restrictive Covenant Agreements, but rather the consideration for those covenants is included in consideration paid for the goodwill of the acquired business (and, for the avoidance of doubt, such allocation is for income Tax purposes only, and (i) shall not affect the enforceability of any such covenants, and (ii) is not intended to be an indication of the damages to which Buyer may be entitled in the event of a breach of such covenants).

Schedule V

Indemnification Matters

The asserted failure of the Facility located at 2337 Bellevue Avenue, Daytona Beach, Florida to comply with applicable zoning requirements reflected in the zoning letter dated August 20, 2025 from Volusia County, Florida; provided, however, such indemnity only applies with respect to matters that arise and are subject to an indemnity claim within two years after the Closing Date.

Schedule VI

Excluded Assets

1. The following vehicle used exclusively by Tim Phillips:

2026 Ford F-350 S-Duty VIN: 1FT8W3BM7TEC42360

2. The following personal computers:

User	Computer Serial Number	Make / Model / Type	Proc / RAM	Operating System
Chandler Phillips	PF1Q2M25	Lenovo ThinkPad P52 LT	i7 / 16GB / 1TB	Windows 10 Pro
Lex Phillips	1YL1C62	Dell OptiPlex 9020 DT	i7 / 8GB / 1TB	Windows 10 Pro
Chandler Phillips	MJ0A3758	Lenovo ThinkCentre M720q DT	i7 / 16GB / 256GB	Windows 10 Pro
Skylar Phillips	MJ0JP0QC	Lenovo ThinkPad T16 LT	i7 / 16GB / 500GB	Windows 10 Pro

3. The following printer:

User	Printer Make	Printer Model	Printer Serial Number
Chandler Phillips	Brother	MFC 9130CW	U63479H5J936674

Schedule VII

Affiliate Contracts To Be Terminated

1. Guaranty, dated December 1, 2024, executed by Timothy Phillips in favor of JPMorgan Chase Bank, NA ("JPM") in connection with that certain Secured Margin Line of Credit Agreement, dated December 1, 2024, by and between JPM and the Company.